

General Terms and Conditions of a publicly accessible electronic communications service of Spinoco Czech Republic, a.s.

Issued pursuant to Act No. 127/2005 Coll., on Electronic Communications and Amendments to Certain Related Acts (Electronic Communications Act), as amended, in force as of February 1, 2015.

1. RECITALS

1.1. These General Terms and Conditions of a publicly accessible electronic communications service of Spinoco Czech Republic, a.s. (the “General Terms and Conditions”) are in force as of February 1, 2015, and shall apply to the conclusion of agreements on the provision of the Service by and among Spinoco Czech Republic, a.s., Id. No. 24768774, with its registered seat at Šafránkova 1243/3, 155 00 Prague 5, entered in the Commercial Register maintained by the Municipal Court in Prague, Section B, file No. 16670, and the Participant, and form an integral part thereof.

1.2. The scope and specification of the telecommunication services to be provided is set forth in the Agreement and the schedules thereto, in particular in the Order which forms an integral part of the Agreement.

2. DEFINITION

2.1. Unless this Agreement or the schedules thereto stipulate otherwise, the defined terms and expressions used in this Agreement shall have the following meanings when used hereinafter:

- A User Account Activation shall be deemed to mean the establishment of a User Account in the Service by the Provider in accordance with the specifications set forth in the Agreement.
- B Price shall be deemed to mean the total price payable by the Participant to the Provider for the Service.
- C Pricelist shall be deemed to mean a pricelist of the Services issued by the Provider; the Pricelist forms a schedule to the Agreement and is an integral part thereof.
- D End Equipment shall be deemed to mean a telephone set, fax machine, software telephone or other similar equipment approved by the Provider, through which equipment the Participant shall use the Service.
- E Civil Code shall be deemed to mean Act No. 89/2012 Coll., the Civil Code, as amended.
- F Order shall be deemed to mean a proposal for the conclusion of the Agreement by the Participant, contained in a standard order form of the Provider.
- G Provider shall be deemed to mean Spinoco Czech Republic, a.s., Id. No. 24768774, with its registered seat at Šafránkova 1243/3, 155 00 Prague 5, entered in the Commercial Register maintained by the Municipal Court in Prague, Section B, file No. 16670.
- H Complaint shall be deemed to mean a legal act taken by the Participant in order to assert the Participant’s claims vis-à-vis the Provider on account of defective provision of the Service.
- I Service shall be deemed to mean a publicly accessible electronic communications service consisting in the provision of electronic services by the Provider in the territory of the Czech Republic, which service may be provided to any entity who requests same and concludes the Agreement with the Provider. A description of the Service is published on the webpages of the Provider.

- J Agreement shall be deemed to mean an agreement on the provision of a publicly accessible electronic communications service, concluded by and among the Participant and the Provider.
- K Specifications shall be deemed to mean a document signed by the Parties (for instance, an Order), describing a specific technical and servicing specification of the Service for the particular Participant, which document forms a schedule to the Agreement and is an integral part thereof.
- L Party shall be deemed to mean the Participant or the Provider.
- M Parties shall be deemed to mean the Participant and the Provider.
- N Telecommunication Equipment shall be deemed to mean technical equipment, including equipment for the broadcasting, transmission, routing and receiving of signal through electromagnetic waves.
- O Participant shall be deemed to mean a legal entity or an individual who concluded the Agreement with the Provider.
- P Office shall be deemed to mean the Czech Telecommunication Office.
- Q User Account shall be deemed to mean the authorization to use the Services under a name, password and line assigned by the service Provider to the service Participant.
- R Bill/invoice shall have the meaning provided in Article 6.4 of these General Terms and Conditions.
- S Outage shall be deemed to mean an accidental, unplanned situation whereby the services to be provided are not available.
- T Act on Electronic Communications shall be deemed to mean Act No. 127/2005 Coll., on Electronic Communications and Amendments to Certain Related Acts, as amended.

2.2. The interpretation of the Agreement and these General Terms and Conditions shall be governed by the following rules:

- A References to any legal regulation shall apply to the relevant legal regulation, as amended, or to a legal superseding same.
- B References to "articles" shall be interpreted as references to the relevant articles of these General Terms and Conditions.
- C References to "days" shall mean references to calendar days.
- D Terms defined in the plural shall have the same meaning in the singular, and vice versa.
- E Headings are only used for ease of orientation, and shall not be taken into account for the purpose of interpretation of the relevant provision.

3. INFORMATION ON THE AGREEMENT, THE GENERAL TERMS AND CONDITIONS AND AMENDMENTS THERETO

3.1. If the Agreement is concluded using remote communication means, the Provider shall send these General Terms and Conditions to the Participant in Czech, in writing, electronically or as a hard copy; these General Terms and Conditions shall also be published on-line, on the Provider's webpage, and the Participant shall thus be able to save and reproduce these General Terms and Conditions. The General Terms and Conditions shall further be published in every place of business of the Provider.

3.2. The Provider shall be entitled to modify the contractual terms, scope and quality of the Service provision unilaterally, including without limitation, due to any amendment to applicable legislation, if the Provider is so ordered by the Office by way of a decision, and due to a change the conditions on the electronic communications market.

3.3. Any modification of the contractual terms pursuant to Article 3.2 of these General Terms and Conditions must be notified by the Provider to the Participant no later than one (1) month prior to the entry into force of the relevant modification of the contractual terms. In the event that contractual terms are amended pursuant to Section 63 (1)(c) through (q) of the Act on Electronic Communications, or in the event of modifications of provisions that are material and result in a worse position of the Participant, the Provider shall be obliged to inform the Participant demonstrably of its right to rescind the Agreement as of the effective date of the modification pursuant to Article 15.6, these General Terms and Conditions, without sanction if the new conditions are not accepted by the Participant. The Provider shall inform the Participant in the manner chosen by the Participant for the sending of bills. In the event of changes other than changes to the contractual terms pursuant to the provision of Section 63 (1)(c) through (q) of the Act on Electronic Communications, or changes that are material and result in a worse position of the Participant, the Provider may also notify same through electronic mail, or by written notice sent by registered mail.

3.4. The Participant acknowledges that the Agreement concluded with the Participant is placed on record after conclusion by the Provider. The foregoing shall create no prejudice to the relevant provisions on protection of personal data of individuals pursuant to Article 16 of these General Terms and Conditions.

3.5. The Participant shall be entitled to propose an amendment to the Agreement in writing, by phone, through the Provider's webpages at (www.spinoco.com) or in another manner pursuant to the current wording of the General Terms and Conditions. The Provider shall not be obliged to accept the proposal for the amendment to the Agreement. If the proposed amendment is not carried out, the proposed amendment of the Agreement shall be deemed to be unaccepted.

3.6. The Provider shall be obliged to enable the User to conclude a further agreement in other than written form. The Provider shall be entitled to accept a proposal for the conclusion of another agreement by way of an act other than the execution of the relevant agreement, in particular by the initiation of the Service or the User Account Activation. The Parties agree that any further agreement concluded otherwise than in writing shall be governed by these General Terms and Conditions, the Pricelist and further terms and conditions to be delivered by the Provider to the Participant together with the User Account Activation.

4. ORDER AND EXECUTION OF THE AGREEMENT

4.1. The Agreement may also be concluded by the delivery of the Order to the Provider's place of business, and a subsequent acceptance of the proposal for the conclusion of the Agreement by the Provider. The Participant shall receive a copy of the Order, with the acceptance of the Order by the Provider indicated therein. The Provider shall not be obliged to accept the Order.

4.2. The "participation number" indicated in the Order shall be used as the number of the contractual relationship.

4.3. In the event that the Agreement is concluded through the Order, the Participant may propose an extension of the scope of the Agreement by further services by way of a further Order. Such further Orders shall supplement the scope of the services ordered, provided that the Orders accepted by the Provider bear an identical "participation number". If the Orders accepted by the Provider do not bear an identical "participation number", a new Agreement shall be concluded between the Participant and the Provider.

4.4. If the Participant orders services by way of the order form, and indicates in the order that the order is to supersede prior orders relating to the participation number concerned, the formerly concluded Agreement shall be terminated upon the acceptance of the proposal contained in the Order, and shall be terminated by the Agreement established on the basis of such order and its acceptance by the Provider.

5. LICENSE

5.1. In the process of provision of services, the Provider may grant a license to its own services and/or products, and/or to third party services and/or products (typically, software) as a non-transferrable license granted for a limited period of time and.

5.2. Unless agreed otherwise, the license pursuant to the preceding paragraph shall be granted to the Participant as a non-exclusive license granted for the duration of the contractual relationship established by this Agreement to the extent required to attain the purpose of the Agreement. The license shall be granted as a non-transferrable, and the Participant shall not be entitled to grant sublicenses.

5.3. In the event that the time for which the Participant acquired the license elapses during the contractual relationship established by the Agreement, the Provider shall be obliged to grant the Participant a new license on terms and conditions comparable to those applicable to the previous license grant. The license offer shall generally be delivered to the Participant no later than 30 days prior to the elapse of the period for which the previous license was granted to the Participant.

5.4. In the event that the Participant does not avail itself of the license offer, the Provider shall be entitled to demand that the Participant pay the price of the license in accordance with a current Pricelist, for the entire period when the Participant had been using the product/service without a validly granted license. Further, the Provider shall be entitled to demand that the Participant pay the price of the license in accordance with a current Pricelist, for the entire period up to the elapse of the period for which the Agreement was concluded, but in any case for the minimum of a further 12 months.

6. PRICE AND TERMS OF PAYMENT

6.1. The Participant shall pay the Provider the Price for the Service in the amount set forth in the Specification and the Pricelist in force at the time of provision of the Service, which Pricelist forms an integral part of the relevant Agreement and is published on the Provider's webpages (www.spinoco.com) and at all of the Provider's places of business. The individual items in the Pricelist or prices for specific services shall be indicated in the Specification of services and/or the Order, in the event that an agreement is concluded pursuant to Article 4.

6.2. The Price of the Service shall consist of (a) one-off fees payable upon the establishment of the services (b) monthly fees, and (c) call charges payable on a monthly basis and based on the calls made by the Participant. The monthly fee and one-off fees shall be stipulated in the Pricelist. Call charges shall be based on the duration of the relevant call. Call charges are set in the Pricelist as the price in CZK per minute, including the billing method.

6.3. The calendar month shall be the billing period.

6.4. The Provider shall issue a bill and send same to the Participant electronically or in writing ("Bill/Invoice") for monthly fees and call charges within fifteen (15) calendar days from the end of the billing period. As regards the one-off fees, the Provider shall issue the Bill/Invoice after the performance in question is rendered. The amounts so billed must be paid into the Provider's account provided in the Bill/Invoice within fourteen (14) days from the issuance of the Bill/Invoice.

6.5. The Participant undertakes to indicate the number of the Bill/Invoice when paying for the services rendered by a bank transfer as the variable symbol at all times.

6.6. The Provider shall be entitled to apply any monetary amount paid by the Participant towards the oldest payable debt the Participant may owe to the Provider, first towards any default interest. If the Participant has no due and outstanding monetary debt owing to the Provider, the Provider shall reduce the amount payable under the subsequent Bill/Invoice by the relevant amount. At the Participant's request, the Provider shall be obliged to remit the relevant amount into a bank account in the Czech Republic or to an address provided by the Participant.

6.7. In the event that the Participant is in default with any payment, the Provider shall be entitled to charge default interest to the Participant at the rate of 0.05% per day of the amount outstanding for each day of default. The foregoing shall create no prejudice to the Provider's right to compensation for damages caused by the payment default on the part of the Participant.

6.8. The Participant consents to the assignment to third parties of the Provider's receivables arising from due and outstanding Bills/Invoices.

6.9. The Participant grants an express and irrevocable consent to the Provider publishing the Participant's particulars in the Central Register of Debtors of the Czech Republic (www.centralniregistrdluzniku.cz) or a similar register serving for the publication of data on bad payers in the event that the Participant is in default with the payment of any of its monetary debts owing to the Provider for more than 30 days.

6.10. The Provider shall be entitled to charge the Participant in full for costs related to recovery of overdue payments from the Participant. The due and outstanding monetary amount shall always be increased by the costs related to the recovery.

7. FINANCING

7.1. If the Provider provides the Participant with financing of one-off payments under the Agreement, the Participant undertakes to make regular payments towards the funds so provided on terms and conditions set forth in the Agreement.

7.2. Individual installments on the loan for the financing of establishment costs shall be payable as of the maturity date of the regular monthly Bill/Invoice, unless agreed otherwise in the Agreement.

7.3. If the contractual relationship established by the Agreement is terminated before the loan for the financing of establishment costs is repaid in full by the Participant to the Provider, the outstanding portion of the loan shall become payable as of the date of termination of the relationship established by the Agreement.

7.4. In the event that the Participant is in default with payments towards the loan for the financing of establishment costs for more than 30 days, the outstanding portion of the loan shall be accelerated with immediate effect.

8. EXTRAORDINARY PREPAYMENTS

8.1. The Provider shall be entitled to demand that the Participant make an extraordinary prepayment in particular in the event that:

- A the call charges are more than double the monthly fee for the Service in the billing period concerned; or
- B cases provided for in Article 11.2. (save for section (A)) of these General Terms and Conditions are involved;
- C the Participant has been violating the duties imposed thereon by these General Terms and Conditions or the Agreement, and such action is capable of causing damage to the Provider.

8.2. The Participant undertakes to pay the prepayment invoice within ten (10) days from its issuance.

8.3. If the extraordinary payment so requested is not paid, the Provider shall be entitled to withdraw from the Agreement, not to carry out a proposed amendment of the Agreement, to restrict or suspend performance under the Agreement, or to refuse to enter into a further agreement.

8.4. The Provider shall request that the Participant pay the extraordinary prepayment by way of a written request sent using any of the delivery methods pursuant to Article 18.1. of these General Terms and Conditions.

8.5. The Provider shall be obliged to refund the extraordinary repayment without undue delay as soon as the reason for which the Provider requested payment of the extraordinary prepayment ceases to exist, or as soon as the relevant Agreement is terminated.

9. RIGHTS AND OBLIGATIONS OF THE SERVICE PROVIDER

9.1. The Provider shall be obliged to provide the Service duly in accordance with the Agreement, these General Terms and Conditions, other schedules to the Agreement and legal regulations of general application.

9.2. The Provider shall be obliged to start working on rectification of defects without delay if a defect or Service Outage occurs.

9.3. The Provider shall be entitled to provide different prices, offers, quality levels of services and care provided to different Participants with a view to the satisfaction of objective criteria. Such objective criteria shall be deemed to mean in particular the volume of services rendered and the number of agreements concluded with the relevant Participant. If the objective criteria are not satisfied, the Provider shall be entitled to provide a higher level of service to the Participants for consideration.

9.4. The service Provider shall be obliged to notify any and all suspensions or limitations in the provision of the Service to the Participant, provided that the Provider has prior knowledge of same, save for any limitation and suspension of the Service pursuant to Article 11 of these General Terms and Conditions.

10. RIGHTS AND OBLIGATIONS OF THE PARTICIPANT

10.1. The Participant shall be obliged to pay the Provider the Price pursuant to Article 6 of these General Terms and Conditions in a due and timely manner.

10.2. The Participant shall be entitled to use the Service solely in a manner that does not markedly exceed the requirements of an average Participant, even where the Service is designated as unlimited. The Provider shall otherwise be entitled to charge the Participant the Price pursuant to the Pricelist. Measures available to the Provider pursuant to this article and pursuant to Article 11.2. (F) of these General Terms and Conditions are extraordinary, and shall not be applied as general measures.

10.3. The Participant must not use End Equipment and Telecommunications Equipment not approved by the Service Provider for operation using the Service.

10.4. The Participant must not deliberately cause any malfunction in the Provider's network or third party networks.

10.5. The Participant shall be obliged to inform the Provider about any and all changes in the identification data provided in the Agreement, as well as any other changes related to the Service rendered, within seven (7) days from the date of the change. The Participant shall be obliged to attach a copy of the document evidencing such change to any such notification.

10.6. The Participant shall not be entitled to transfer its rights and obligations arising from the Agreement to any third party without the prior written consent of the Provider.

10.7. To the extent permissible under the law, the Participant shall be entitled to set off against the Provider's receivables only those receivables that were granted by a final and enforceable decision of body with competent jurisdiction over the matter.

10.8. As part of the provision of the Services, the Provider procures the transferability of phone numbers according to the number plan, so that a Participant using the service could keep its phone number upon request when if it decides to change the Provider of a publicly accessible telephone service or its geographic location. Transferability of phone numbers shall be procured by the service Provider in collaboration with the service Provider being left/the receiving service Provider (Section 34 of the Act on Electronic Communications) shall be procured by the Provider in accordance with the law.

10.9. The Provider represents that as regards the transfer of phone numbers, it shall proceed in accordance with General Measure OOP/10/10.2012-12, as amended, issued by the Office. This has to do in particular with guaranteeing the ability to guarantee number transfers both from and to the Provider within four (4) days from receiving a request for a number transfer from the new operator, provided that the user has resolved all the particulars with the Provider.

11. LIMITATION OR SUSPENSION OF SERVICE PROVISION

11.1. In The event that the Participant is in default with the payment of the Price, the Provider shall be obliged to send a request for payment of the Price within a reasonable grace period, such grace period not to be shorter than one (1) week. In the event that the Participant does not meet its obligation to pay the Price even within the reasonable grace period, the Provider shall be entitled to limit or suspend the provision of the Service.

11.2. The Provider shall be entitled to limit or suspend the provision of the Service in the event that:

- A it is required for the implementation of measures or decisions issued by administrative bodies, and then only for the period of time absolutely necessary;
- B The Participant connected or used a dysfunctional or unapproved End Telecommunications Equipment;
- C there is probable cause to suspect that the Participant provided false information about itself and circumstances relevant to the conclusion of the Agreement;
- D it was not possible to deliver the Bill/Invoice or other documents sent by the Provider to the Participant, or the Participant refused to take delivery of same;
- E The Participant has been using the Service in a manner capable of having an unfavorable impact on the accessibility of the Service to other Participants, or capable of having an unfavorable impact on the operation of the network or a part thereof;
- F The User has been using the Service in a manner that markedly exceeds the requirements of an average user pursuant to Article 10.2 of these General Terms and Conditions;
- G there is probable cause to suspect that the Service is being abused;
- H the right to limit or suspend the provision of the Service is provided for in the Agreement or these General Terms and Conditions.

11.3. The Participant shall be entitled to request that the Provider restore the provision of the Service if the grounds for the limitation or suspension of the provision of the Service are removed. In such case, the Provider shall be entitled to charge a fee for the restoration of the service in accordance with the Pricelist.

11.4. In the event that the Participant makes an extraordinary prepayment to the Provider upon the Provider's request in accordance with Article 8.1. of these General Terms and Conditions, provision of the Service shall be restored without undue delay.

12. CONTRACTUAL FINES

12.1. Contractual fines agreed in these General Terms and Conditions shall be deemed agreed with regard to all the other agreements concluded by and among the Participant and the Provider within the meaning of Article 3.6. of these General Terms and Conditions.

12.2. In the event that the Participant is in default with the payment of any monetary debt it may have under the Agreement for more than one (1) month, the Provider shall be entitled to demand a contractual fine equivalent to the sum of monthly fees remaining till the end of the agreed duration of the Agreement. If the Agreement is concluded for an indefinite term, the Provider shall not be entitled to a contractual fine pursuant to this provision. The calculation of the contractual fine is based on the amount of all the monthly fees, excl. VAT, according to the Bill/Invoice for the last billing period preceding the inception of the Provider's right to the contractual fine, without reflecting any discounts or other extraordinary Price reductions. The right to the contractual fine shall create no prejudice to the Provider's right to compensation for damages in full.

12.3. The Provider shall be entitled to charge the contractual fees by way of a separate Bill/Invoice. The Participant shall be obliged to pay the contractual fines within the term stipulated in the relevant Bill/Invoice.

12.4. The provision of this Article 12 of these General Terms and Conditions shall create no prejudice to the Provider's right to seek full compensation for damages caused to the Provider by the breach of the Participant's duties.

13. DEFECTS AND COMPLAINTS

13.1. Any complaints regarding the Bill/Invoice and the provision of Services shall be tackled solely between the Provider and the Participant, unless the Agreement or the relevant legal regulation stipulates otherwise.

13.2. The Participant shall notify any complaints using the email address of the Provider's customer care center, unless the Agreement stipulates otherwise. In its complaint, the Participant shall provide its contact information, and shall describe in a clear and comprehensive manner what it sees as an erroneous approach on the part of the Provider.

13.3. The Participant may submit a complaint regarding any Bill/Invoice without undue delay, but in any case within two (2) months from the delivery of the Bill/Invoice for the Service rendered, otherwise the right shall be extinguished. A complaint against a Bill/Invoice shall not have a suspensive effect, unless granted by the Office. In the event that a complaint concerning a Bill/Invoice turns out to be justified, the Provider shall refund any overpayment to the Participant within 30 days from the processing of the Complaint.

13.4. If it is not possible to use the Service, or if the Service may only be used in part due to demonstrable defects in the Provider's performance, the Provider shall be obliged to rectify the defect within seventy two (72) hours from its due notification, and to reduce the Participant's price accordingly. The Participant may submit a complaint regarding the Service being provided without undue delay, but in any case within two (2) months from the defective performance of the Service, otherwise the right shall be extinguished.

13.5. If the Participant disagrees with the way the Complaint was processed, it shall be entitled to file its objections with the Office within one (1) month from the processing of the Complaint by the Provider.

13.6. The Service Provider shall not be liable for any defects in the network of the Participant or other operators.

14. DUTY TO PROVIDE COMPENSATION FOR DAMAGES

14.1. The Participant shall be obliged to compensate the Provider for damage caused by incorrect use of End Equipment and Telecommunications Equipment, or by the use of End Equipment and Telecommunications Equipment not approved by the Provider. The provision of this article shall create no prejudice to the Provider's right to limit or suspend provision of the Service pursuant to Article 11 of these General Terms and Conditions.

14.2. If the Service cannot be used only in part, or not at all, due to a technical or operating defect on the part of the Provider, the Provider shall be obliged to procure that the defect is removed, and to reduce the price accordingly, or, upon agreement with the Participant, to procure alternative provision of the service. A business entity providing electronic communications service shall not be obliged to reimburse the users for damage sustained thereby as a result of any suspension of the service, or a defective provision of the service.

14.3. The Provider shall not be obliged to compensate the Participant for damages caused by any misuse of security codes and passwords, inadequate security with regard to technical means, or the Participant's actions contrary to this Agreement.

15. VALIDITY AND TERMINATION OF THE AGREEMENT

15.1. The Agreement is concluded for an indefinite term, unless agreed otherwise. Unless agreed otherwise, and provide that the Agreement is concluded on the basis of an order, the Agreement shall be concluded for a definite term.

15.2. If the Agreement is concluded for a definite term, it shall be concluded for 36 months, unless a longer duration is agreed in the Agreement. If the Agreement is concluded for a definite term, the parties agree that as of the day on which such term elapses, the duration of the Agreement shall change from definite to indefinite.

15.3. The agreed duration of the contractual relationship established by the Agreement shall be counted from the date of the User Account Activation. Further, the agreed duration of the contractual relationship shall be extended by the period of time for which the provision of the Service was suspended pursuant to Article 11 of these General Terms and Conditions.

15.4. The agreed duration of the Agreement may be changed on stipulated terms and conditions otherwise than in writing in accordance with the provisions of Articles 3.6. and 3.7. of these General Terms and Conditions.

15.5. If the Agreement is concluded for an indefinite term, the Participant shall be entitled to rescind the Agreement in writing by a three (3) month termination notice which shall commence running on the day following after the delivery of the notice.

15.6. The Participant shall be entitled to rescind the Agreement in writing by a seven (7) day notice if a material change in the contractual terms and conditions occurs, and such change impairs the Participant's standing. In such case, the notice period shall always elapse no later than the effective date of the relevant change of contractual terms and conditions. In justified cases, the Provider may enable the Participant to terminate the contractual relationship established by the Agreement even if no material change in the contractual terms and conditions occurred. If the change in the contractual terms and conditions is triggered by legislative changes, the Agreement cannot be rescinded on such grounds. The Participant to whom specific changes were notified prior to the conclusion of the Agreement shall not be entitled to rescind the Agreement pursuant to this Article 15.6.

15.7. The Provider shall be entitled to rescind the Agreement by a (3) month notice, where the notice period shall commence running on the day following the delivery of the notice to the Participant. The Provider shall further be entitled to rescind the Agreement with immediate effect if the provision of the Service was limited or suspended pursuant to Article 11 of these General Terms and Conditions, and if the grounds for the limitation or suspension have not been removed even within a grace period.

15.8. The Provider shall be entitled to withdraw from the Agreement in the event that:

- A The Service cannot be activated or its provision continued for technical reasons;
- B The Participant does not meet the technical requirements for a reliable procurement of the service being provided;
- C the Participant is in liquidation, insolvency or imminent insolvency pursuant within the meaning of Section 3 of Act No. 182/2006 Coll., on Insolvency and Insolvency Resolution Methods (the Insolvency Act), as amended, or (i) an insolvency petition, or 'ii) a motion for the enforcement of a decision or a similar motion has been filed against the Participant in the relevant jurisdiction;
- D the Participant has a due and outstanding debt to the Provider.

15.9. Unless agreed otherwise, the Participant must return the End Equipment and Telecommunications Equipment provided by the Provider to the Participant for use in connection with the Service free of any defects in function within thirty (30) days from the termination of the contractual relationship established by the Agreement, such equipment to be returned at the Provider's place of business where the Agreement was concluded (if no place of business is indicated in the Agreement, the Provider's registered seat shall be deemed to be the place of business). If the Participant fails to return the End Equipment and Telecommunications Equipment, or if the same is damaged, the Provider shall be entitled to compensation for the resultant damages.

16. PROTECTION OF PERSONAL DATA OF INDIVIDUALS

16.1. The Participant grants the Provider its consent to the processing of the Participant's personal data for the purpose of its further processing for the performance of contractual obligations and the offering of business and service of the Provider, its subsidiaries or parent company, while the Provider engages in its business activity.

16.2. The personal data provided shall not be provided to any person other than the Provider, its subsidiaries, parent company or the entity processing its personal data. Personal data shall be protected against misuse and shall not be shared with any third parties.

16.3. The Participant may ask the Provider for information as to how its personal data is processed, and the Provider shall be obliged to provide such information without undue delay. The Provider may request a reasonable compensation for the provision of the information from the Participant.

16.4. The Participant shall be entitled to approach the Provider if it believes that its personal data is being processed contrary to the law, and request that the Provider provide an explanation or rectify the situation; the Participant shall otherwise be entitled to turn to the Office for the Protection of Personal Data.

16.5. If the Participant does not agree with the processing of its personal data for the purpose provided in Article 16.1. of these General Terms and Conditions, it may request in writing that the Provider remove such data from the database.

16.6. The Participant grants consent to the sending of commercial announcements by the Provider. The Participant may simply revoke its consent whenever an individual message is sent.

16.7. The provisions of this Article 16 shall only apply to Participants who are individuals.

16.8. The Participant grants consent to the Provider making the Participant's phone number accessible to third parties. The Participant further agrees that the Provider is entitled, either by itself or through a third party, to publish a list of the Participants in printed or electronic form, with an indication of their names, surnames, addresses and phone numbers, or, as the case may be, business names, registered seats, email addresses or other agreed information, as well as an indication that the Participant does not wish to be contacted for marketing purposes, if applicable. The Provider shall provide the above data regarding the Participant to persons authorized by or pursuant to the Act on Electronic Communications for the purpose of publication of a list of participants or the provision of information services. The Participant further consents to the publication of data for purposes of a public list other than a search for detailed contact information of a person by means of the person's name or other requisite minimum information, for instance, a search by field of activity.

16.9. The Participant shall be entitled to revoke its consent to the processing of Data pursuant to Article 16.8. at any time by way of an express, comprehensible and definite manifestation of will (for instance, by a registered letter, phone call to the customer line, or in any other manner provided on the webpages) following due identification of the Participant. The Participant may not refuse processing pursuant to the law.

17. GOVERNING LAW AND DISPUTE RESOLUTION

17.1. The contractual obligational relationship established by the Agreement shall be governed by Czech law, to the exclusion of rules of private international law. The contractual obligational relationship established by the Agreement shall be governed in particular by the Civil Code and the Act on Electronic Communications.

17.2. Any and all disputes arising from and in relation to this Agreement, over which the Office does not have competent jurisdiction, shall be resolved by a general court of the Czech Republic having competent jurisdiction.

18. FINAL PROVISIONS

18.1. The Provider shall send documents to the Participant through a provider of postal services, by fax or by email. Written legal acts of the Provider shall be deemed to include legal acts taken by fax or electronic mail.

18.2. The Participant shall elect the delivery address in the Agreement. However, if need be, for instance, if it was not possible to deliver a document to such address, the Provider may send the document to another address provided in the Agreement, or to other known address of the Participant, including an email address.

18.3. In the event that any provision of these General Terms and Conditions is deemed invalid or unenforceable, such invalidity or unenforceability shall not apply to the other provisions of these General Terms and Conditions.

18.4. Any and all legal relations in the area of electronic communications established between the Provider and the Participant prior to the entry into force of these General Terms and Conditions shall remain in force and effect.

18.5. These General Terms and Conditions shall enter into force as of February 1, 2015.

18.6. These General Terms and Conditions shall supersede the previous General Terms and Conditions of the Provider of February 10, 2014.