

## General Business Terms of VNET a.s. for Providing VNET Data Services

### Article I. Definition of Terms

1.1 For the purposes of the Contract the terms below shall be defined as follows:

"**Account manager**" shall denote a natural person (or several natural persons) explicitly nominated by the Subscriber's statutory representative in the Contract, the Take-over protocol or another written document, or in the Customer zone as the person(s) authorized to manage accounts; the Subscriber does not have to nominate/appoint an Account manager. The Account manager is authorized to appoint and remove the Other authorized persons.

"**Act**" shall denote Act No. 351/2011 Coll. on Electronic Communication, as amended.

"**Affiliates**" shall denote both natural persons and legal entities with personal involvement or property participation, in particular if these are close persons pursuant to Section 116 of the Civil Code, if the same persons or their close persons are involved or were involved in the past in the statutory or supervisory bodies of such entities, if such persons or their close persons have property participation or had property participation in the past in such entities regardless of the percentage of their share; controlling or controlled entities as specified in Section 66a of the Commercial Code shall always be deemed affiliates.

"**billing period**" shall denote the period specified in the Service specification in clause usually named as "*Billing period*"; unless otherwise specified in the Service specification the billing period shall be one month.

"**Civil Code**" shall denote Act No. 40/1964 Coll., the Civil Code as amended.

"**Client zone**" or "**Customer zone**" shall denote an application available at the VNET website, using which a Subscriber who was assigned a login name and password may log on and obtain information related to its legal relationship with the Supplier, and enter the names of individuals authorized to carry out Technical operations on its behalf (if this functionality has been enabled for the Subscriber by the Supplier).

"**Commercial Code**" shall denote Act No. 513/1991 Coll., the Commercial Code as amended.

"**Connection location**" shall denote the location where the Service is being provided to the Subscriber; the Connection location is usually specified in the Contract header in the section containing the Subscriber's information or Service specification.

"**Contract**" shall denote a written contract named as "*Contract on provision of electronic communication service VNET Data Services*" (or similarly) concluded between the Supplier and the Subscriber, the subject matter of which is the provision of the Service by the Supplier to the Subscriber; an integral part of the Contract shall be as well the General Terms, Price list and SLA in their up-to-date wording.

"**Contracting parties**" shall denote the Supplier and the Subscriber.

"**Contract header**" shall denote the first four sections on the first page of the actual Contract having the form of tables containing identification data of the Supplier, of the Subscriber, the Service specification, and the Other arrangements.

"**Consumer protection act**" shall denote Act No. 250/2007 Z.z. on consumer protection, as amended.

"**Credit**" is an account representing the amount of cash paid by the Subscriber to the Supplier under this Contract for the purposes of Service installation or further provision of Service; Credit Payment and Credit Charging shall deem a special form of Remuneration payment.

"**Credit Charging**" shall denote an operation used in a PAYG form of payment which is to be performed by the Subscriber according to the Supplier's instructions (usually published on the VNET website) after signing the Contract; such operation allows the Subscriber to use the Service by paying the relevant amount in accordance with General Terms which shall be deemed as payment of Remuneration.

"**Credit Payment**" shall denote an operation used in a PAYG form of payment which is to be performed by the Interested party according to the Supplier's instructions (usually published on the VNET website) before signing the Contract; such operation allows the Interested party to buy or start make use of the Service by paying the Supplier relevant amount.

Credit Payment shall be in a PAYG form of payment a necessary condition for installation and start of provision of the Service and shall be deemed as payment of Remuneration.

"**Day of Service installation**" shall denote the day as of which the Service was set up (installed) for the Subscriber. If not stated otherwise in the Specific Provisions or Take-over Protocol, the Day of Service installation shall be the day as of which the Take-over protocol was signed by both Contracting parties. If, for any reason whatsoever, any of the Contracting parties did not sign a Take-over protocol when setting up the Service, an indisputable legal presumption shall apply that by payment of the first invoice (even partial) for the Service, the Subscriber confirms that the Service was duly and timely set up and taken over.

"**Electronic communication service**" is a service usually provided for a remuneration consisting entirely or mainly of signal transfer within networks, including telecommunication services and transmission services within networks used for TV and radio broadcasting. The Electronic communication service shall include neither the provision of contents nor editorial control over the content transmitted using the networks and services. The Electronic communication service shall not include services (including services provided by an IT company in accordance with the Act No. 22/2004 Coll. and the Directive 98/34/EC) that don't consist entirely or mainly of signal transmission within networks.

"**Entitled authority**" shall denote the Police of Slovak Republic, Slovak Information Service, court and any other criminal proceedings authority, eventually any other state authority of the Slovak republic, as well as similar authority of other states/countries; Entitled authority shall mean also any other person which is under the Slovak legislation or legislation of any different state entitled to demand from the Supplier submission of any or all of the Subscriber's identification data or information regarding the provided Service including the information of IP address used by the Subscriber.

"**General provisions of General Terms**" are all provisions of these General Terms which are not Special provisions of General Terms.

"**General Terms**" shall denote these General Business Terms of VNET a.s. for Providing VNET Data Services, which represent in its effective wording an integral part of the Contract.

"**Interested party**" shall denote any natural persons or legal entities showing interest, to the Supplier in any form whatsoever, in concluding any contract regarding provision of data services; such person/entity shall be deemed as an Interested party until the moment of signing the respective contract regarding provision of data services.

"**Installation fee**" shall denote a fee to be paid to the Supplier for installation of the Services; the amount of Installation fee is stated in the Service specification.

"**Lump fee payment**" shall denote (as part of the Remuneration) the payment which is in any time period (usually one month) equal and its amount does not depend on any variable factors (such as the amount of data transferred, etc.); the Lump fee payment is stated in the Service specification named usually as "*Monthly fee*:", "*Monthly fee without VAT*:", "*Lump fee*:" or similarly; if the Supplier is authorized or obliged to charge VAT to the Subscriber in accordance with special legislation, the amount of this payment shall be increased by the respective VAT rate which shall form part of the Lump fee payment. If the Service specification does not state otherwise, the Lump fee payment represents the amount of remuneration to be paid to the Supplier for each month of providing the Service.

"**Minimum term of Contract**" or "**Commitment time**" shall denote the time period specified in the Service specification usually named as "*Minimum term of Contract*:" or "*Commitment time*:" which shall start to lapse on the Day of Service installation. The Minimum term of Contract or Commitment time may be identified in the Service specification also by stating a specific date until which the term lasts; such a specific date stated in the Service specification shall mean the last day of the Minimum term of Contract/Commitment time.

"**Network**" or "**Electronic communication network**" shall denote a functionally interconnected system of transmission systems, and if necessary, also switching and routing devices, and other means allowing the transmission of signal over wired, wireless, optical or other electromagnetic systems, including satellite networks, landlines with circuit switching and packet switching, including the internet, regardless of the type of transmitted information.

"**Other arrangements**" shall denote an independent section in the Contract header named "Other arrangements" which may contain any and all arrangements with regard to the legal relationship between the Supplier and the Subscriber regarding the Service provided under the Contract, including specification of the rights and obligations of the Contracting parties different from the provisions of the Contract, incl. these General Terms and its other constituents.

"**Other authorized persons**" shall denote natural persons whom the Subscriber's statutory body or the Account manager explicitly authorizes to carry out Technical operations in the Contract, the Take-over protocol or another written document, or in another authorized way determined by the Supplier; the Subscriber does not have to nominate/appoint any Other authorized persons.

"**Other Real Estate**" means real estate, apartments and commercial premises which are owned neither by the Supplier nor by any other company of VNET Group.

"**Other services**" shall denote any and all services regardless of their nature and scope, which are not an Electronic communication service and which the Supplier provides to the Subscriber by virtue of the Contract.

"**PAYG**" means a form of payment "Pay As You Go" for the Service provided through Credit Payment, event. ongoing Credit Charging; when using this form of payment, the Remuneration is being paid continuously by Credit Charging by the Subscriber.

"**PDPA**" shall denote Act No. 122/2013 Coll. on Personal data protection and on the change and amendment of some laws, as amended.

"**personal data**" shall denote personal data as defined in Section 4 of the PDPA.

"**PIN code**" shall denote a numeric, alphabetic or alphanumeric code which may be provided by the Supplier to the Statutory bodies, Account managers and/or Other authorized persons in order to carry out Technical operations remotely using telephone communication between the Supplier and the Subscriber, or through the Customer zone.

"**Place of Service delivery**" shall denote the first cable terminal at the Subscriber's premises or at the Connection location. The Place of Service delivery shall not be the Supplier's telecommunications device, the Subscriber's terminal, nor any other technical device connected behind the first cable terminal in the Subscriber's premises or at the Connection location.

"**POST-PAID price**" are prices, as part of Remuneration, where the Supplier is entitled for the payment as soon as the billing period is over; Tariff payment shall be POST-PAID price unless the Supplier does not state otherwise.

"**PRE-PAID price**" are prices, as part of Remuneration, where the Supplier is entitled for the payment as soon as the billing period starts, i.e. on the first day of respective billing period; Lump fee payment shall be a PRE-PAID price unless the Supplier does not state otherwise.

"**Price list**" shall denote the price list of the Supplier published on the VNET website containing the price of individual services provided and goods supplied by the Supplier; the Price list may consist of multiple partial price lists of the Supplier for individual kinds or types of provided services or supplied goods. The Price list in its effective wording forms an integral part of the Contract.

"**Processing of personal data**" shall denote the activities specified in Section 4, subsection 3, paragraph a) of the PDPA.

"**Public service**" shall denote an Electronic communication service the use of which can be requested by any interested party.

"**Regulator**" shall denote the Regulatory Authority for Electronic Communications and Postal Services.

"**Relevant Premises**" shall denote the real estate/premises (buildings, plots, apartment houses, apartments, business premises, etc.), or its functionally linked/interconnected units, which are not in the ownership of the Supplier or of any of the companies of VNET Group, and where the Connection location or Place of Service deliver are located. The Relevant Premises shall mean also the real estate which is linked functionally with the real estate/premises where the Connection location or/and the Place of Service delivery is located (e.g. common premises in the apartments buildings, telecommunication room used for the delivery of Service in the Connection location, etc.).

"**Remuneration**" shall denote the overall term for all and every remuneration, prices, payments and fees regardless its name (including the Lump fee payment, Tariff payment, Fees, etc.) which the Subscriber is obliged to pay to the Supplier for providing the Services under this Contract excluding the Installation fee; the Remuneration shall include the respective VAT rates if VAT is to be charged by the Supplier according to special legislation. The amount of Remuneration is determined in the Service specification and/or in the Price list for the respective type of data service.

"**Service**" or "**Services**" shall denote all services and performances (electronic communication services and Other services) provided by the Supplier to the Subscriber on the basis of the Contract; the specific type of services provided by the Supplier are specified particularly in the Service Specification in the actual Contract and in the Specific provisions of this General Terms.

"**Service numbers**" shall denote phone numbers of the Supplier listed on the VNET website as "*Customer Line*", event. "*Hot Line*", "*Technical support*" or other notation/name which makes it clear that those are the phone numbers which customers can use to report technical defects or which are used for communication with the customers.

"**Service specification**" shall denote an independent section of the Contract header specifying the basic terms of Service provision, in particular the type of provided service, the Remuneration or its part, the Installation fee, the billing period, the Minimum term of Contract, the charges for data transferred (if any), the value of the lent Supplier's telecommunications device, and the duration of the notice period, etc.

"**SLA**" shall denote a document presented on the VNET website named as "*SLA*" or "*Service level agreement*" which defines the quality of individual types of services provided by the Supplier, e.g. time for beginning of service, time to repair, etc. The SLA in its effective wording forms an integral part of the Contract.

"**SPAM**" shall denote unrequested electronic messages (emails) of practically the same content delivered to large number of recipients.

"**Special provisions of General Terms**" shall mean the provisions of Art. XXV. and Art. XXVI. of these General Terms, which are applicable only in regard to the respective type of data service described in such Article; these Special provision of General Terms shall have precedence over the General provisions of General Terms.

"**Statutory bodies**" shall denote natural persons acting as a statutory body (or members of a statutory body) of the Subscriber - a legal entity - who are authorized to act on behalf of the Subscriber in accordance with the respective provisions of the Commercial Code. Unless evidence to the contrary is presented to the Supplier, the persons currently inscribed in the Business Registry as the Subscriber's statutory bodies shall be deemed the Subscriber's statutory bodies and authorized to act in the manner specified in the Business Register. If the Subscriber is a natural person, it shall be deemed for purposes of this Contract to be a Statutory body.

"**Subordinate contract**" shall mean a contract where the Contract header includes an explicit statement that the contract has a Superior contract; this statement is usually included Service specification within the section dealing with the term of the Contract or in Contract header in the part identifying the Subscriber or Other arrangements. This Contract shall be a Subordinate contract only if the conditions of the previous sentence are met.

"**Subscriber**" shall denote a natural person or a legal entity that has concluded (signed) the Contract with the Supplier, possibly also its legal successors.

"**Subscriber's contact address**" shall denote the address of the Subscriber set forth in the Contract header in the section identifying the Subscriber, or a different address of the Subscriber of which the Subscriber shall inform the Supplier by sending a written notice to the Supplier's contact address explicitly stating that this is the Subscriber's new address to be used for the purposes of written communication between the Contracting parties. Should the Subscriber be registered in the Slovak Commercial Register, the Subscriber's contact address (in addition to the address stated in the previous sentence) is always the address of the Subscriber's seat registered in the Commercial Register; the same applies to the seat of a foreign Subscriber which is registered in a foreign Commercial Register or similar register of companies maintained abroad.

"**Subscriber's contact e-mail**" shall always denote the e-mail address of the Subscriber set forth in the Contract header in the section identifying the Subscriber, or a different e-mail address of the Subscriber of which the Subscriber has informed the Supplier by sending a written notice to the Supplier's contact address or by sending an e-mail to the Supplier's contact e-mail explicitly stating that this is the Subscriber's new contact e-mail to be used for the purposes of communication between the Contracting parties. The Subscriber's contact e-mail shall denote for the purposes of this Contract also any other e-mail address used by the Subscriber in electronic communication with the Supplier or any other company of VNET Group, as well as an e-mail address by which the Supplier may reasonably assume that it is the e-mail address used by the Subscriber (e.g. it is presented on the website of the Subscriber or the Subscriber used such e-mail address in its e-mail request addressed to the Supplier, etc.).

"**Subscriber's identification data**" shall denote the identification data of a Subscriber. If the Subscriber is a natural person such data shall include the name, surname, academic title, permanent residence address, birth number, ID card or another identification document number, and state the nationality, if such person is an entrepreneur, then also the corporate ID, registered office, tax ID and VAT ID or a note stating the entrepreneur is not a VAT payer. If the Subscriber is a legal entity such data shall include the business name, registered office, corporate ID, tax ID and VAT ID or a note stating the entity is not a VAT payer.

"**Subscriber's terminal**" shall denote a Subscriber's telecommunications device or a device used by the Subscriber to receive the Service which has not been provided by the Supplier as part of the Service, including its technical portion which allows communication and is intended for direct or indirect connection to network terminals, such as a computer, a notebook, etc. A Supplier's telecommunications device shall not be deemed a Subscriber's terminal.

"**Superior contract**" shall mean another contract (different from the Contract) concluded by the Contracting parties which is explicitly stated in the Contract header to be the superior contract to this Contract and is usually specified by a number of such contract; this specification is usually included in the part of the Contract which identifies the Subscriber, in Other arrangements or in Service specification within the section dealing with the term of the Contract.

"**Supplier**" shall denote VNET which have signed the Contract with the Subscriber. Supplier's legal successors shall also be deemed Suppliers; this applies to the Supplier's general (universal) legal successors as well as individual legal successors upon which were assigned rights and obligations derived from the Contract.

"**Supplier's account**" shall denote the Supplier's bank account specified in the Contract header in the section identifying the Supplier, otherwise the Supplier's bank account is specified at the VNET website.

"**Supplier's contact address**" shall denote the following address of the Supplier: Nám. Hraničiarov 39, 851 03 Bratislava, Slovak Republic.

"**Supplier's contact e-mail**" shall denote the Supplier's e-mail address "vnet@vnet.sk" or "vnet@vnet.eu".

"**Supplier's telecommunications device**" shall denote a hardware device owned by the Supplier or by any other company of VNET Group, which the Supplier lends to the Subscriber free of charge for the period of Service provision on the basis of the Contract (e.g. a modem, a router, a set-top box, SCART cables, coaxial cables, etc.).

"**Tariff payment**" shall denote the payment (as a part of Remuneration) which height depends on variable factors (such as amount of transferred data, etc.) and is specified in the Service specification usually in a section named as "*Price for transferred data:*" or similarly; or if tariff form of payment results from the Price list or nature of the service provided. If the Supplier is authorized or obliged to charge VAT to the Subscriber in accordance with special legislation, the Tariff payment amount shall be increased by the respective VAT rate which shall be deemed part of the Tariff payment.

"**Take-over protocol**" shall denote a written protocol signed by the Contracting parties on the Day of Service installation, or at a later date, in which both parties confirm that the Service has been duly set up for the Subscriber as of the day of signing of the Take-over protocol or at another day therein specified. The Take-over protocol may also contain other information, such as the specification of the Supplier's telecommunications device provided to the Subscriber and similar.

"**Technical operations**" shall denote operations pertaining exclusively to the technical aspects of the provided Services and the provision of information about the provided Services, including information about payments (payment of charges and outstanding payments) between the Subscriber and the Supplier, the scope and nature of which are determined exclusively by the Supplier. Technical operations shall not be any legal acts pertaining to the validity and effect of the Contract, the Contract duration, the nature of the provided Services, the price of Services, changes of the Contract itself, changes of the General Terms, or any other dispositional acts pertaining to the Contract. Appointment of an Account manager or Other authorized person is not deemed a Technical operation.

"**VNET**" shall denote VNET a.s., registered office Nám. Hraničiarov 39, 851 03 Bratislava, Corporate ID: 31 845 007, incorporated into the Company Register maintained by the Bratislava I District Court, Section: Sa, entry No. 3916/B, and its legal successors.

"**VNET Group**" shall denote the following companies:

- the Supplier,
- all VNET Subsidiaries,
- all legal entities in which VNET has a direct or indirect property participation regardless of the percentage of such stake; property participation of VNET Subsidiaries or their respective subsidiaries or controlled entities pursuant to Section 66a of the Commercial Code in the respective legal entity shall also be deemed indirect property participation of VNET.

"**VNET Network**" shall denote the public electronic communication network in ownership, usage, possession or management by VNET or which is operated by VNET, through which the Supplier provides Service to the Subscriber.

"**VNET Subsidiary**" shall denote a company in which VNET has a property participation in the form of a business or equity share, regardless of the percentage of such share, as well as a company with regard to which VNET is in the position of a controlling entity pursuant to Section 66a of the Commercial Code.

"**VNET website**" shall denote the website of VNET that can be found at the following address: "www.vnet.sk".

## **Article II.**

### **Introductory Provisions and Interpretation Rules**

- 2.1 The Supplier is a company incorporated in accordance with the laws of the Slovak Republic having its registered office in the territory of the Slovak Republic. The Supplier is an enterprise within the meaning of Sec. 5 subsection 1 of the Act.
- 2.2 The Subscriber shall be a natural person or a legal entity that has concluded a Contract with the Supplier, by doing which the Subscriber accepts these General Terms as an integral part of the Contract by which the Subscriber is bound from the date of signing the actual Contract/the Contract. By signing this Contract by both Contracting parties a legal relationship was set up which content is stated in the Actual Contract, these General Terms in their effective wording, Take-over protocol, Price list in its effective wording, SLA in its effective wording and provisions of general legislation of Slovak Republic, esp. of the Act.

- 2.3 Integral parts of this Contract are the following documents: the actual Contract, these General Terms in its effective wording, Price list in its effective wording and SLA in its effective wording. For the sake of clarity, the "effective wording" or "up-to-date wording" of the above mentioned documents (General Terms, Price list and SLA) means their effective wording (in force) in respective time, i.e. their effective wording including the possible future changes and amendments which may occur after signing the Contract (in another words, their wording as amended in the future).
- 2.4 In the case of any discrepancy between the actual Contract and these General Terms the provisions of the actual Contract shall apply and take precedence over the stipulations of these General Terms. In addition, provisions of the actual Contract shall have precedence over stipulation in all and anyu other integral parts of the Contract as well as over the Take-over protocol. An amendment to these General Terms shall not affect the contents of the actual Contract.
- 2.5 In the case of any discrepancy between the Special provisions of General Terms and the General provisions of General Terms, the provisions of Special provisions of General Terms shall have precedence over the General provisions of General Terms.
- 2.6 The specification of the rights and obligations of the Contracting parties contained in Other arrangements takes precedence over any and all the other provisions of the Contract including all its integral parts; this is applicable only if the same text of Other arrangements is included on both originals of the actual Contract (the one of the Subscriber and the one of the Supplier). Different specification of rights and liabilities of the Contracting parties included in Other arrangements is applicable solely in regard to the Service provided under the respective Contract and has no effect in regard to rights and obligation of Contracting parties based on under agreements or performances provided under other contracts.
- 2.7 Text included in the Service specification under section named "*Informative text:*" (if the Service specification contains such section) is not legally binding for Contracting parties and has only informative non-bining character and purposes.
- 2.8 Unless these General Terms state otherwise or the nature of the matter suggests otherwise (e.g. Clause 2.4, this Clause, etc.), it shall be deemed that the term "Contract" used in these General Terms also includes these General Terms as well as all other integral parts of the Contract. Where in the General Terms the term "actual Contract" is used, this shall denote only the Contract without the General Terms and without any other parts of the Contract.
- 2.9 If this Contract is deemed to be Subordinate contract, this Contract has no effect in regard to the subject, duration or any other content of the Superior contract. By signing this Contract no change of the Subordinate contract occurs.

### **Article III. Subject Matter of the Contract**

- 3.1 The subject matter of the Contract is the Supplier's obligation to provide the Service to the Subscriber, and the Subscriber's obligation to pay to the Supplier the agreed Remuneration, the Installation fee (if any) and fulfil any other obligations agreed between the Contracting parties.
- 3.2 Unless the Service specification or Special provisions of General Terms state otherwise, the subject matter of provided Service is an obligation of the Supplier to provide the Subscriber with data connection in the Connection location under terms and conditions agreed in the Service specification and this Contract.
- 3.3 The provided Service does not include protection against potential internet threats directed against the Subscriber (e.g. viruses, SPAM, and other threats) related to the nature of the open character of the internet.
- 3.4 If the Subscriber by virtue of a Take-over protocol takes over from the Supplier one or several Supplier's telecommunications devices, the lending of such devices to the Subscriber in accordance with Art. XIII of these General Terms shall also form the subject matter of the Contract.

### **Article IV. Rights and Obligations of the Supplier**

- 4.1 The Supplier shall have the right to refuse to sign a contract on provision of Electronic telecommunication service with the Interested party, if conditions of Section 43, subsection 1, paragraph c) of the Act apply, i.e.:
- a) provision of requested data service on requested location or in requested scope or quality is not technically possible or is technically possible only with inadequate high costs, or
  - b) the Interested party does not guarantee the fulfillment of the contract due to being a debtor of the Supplier or other operator, or due to the fact that the Supplier or other operator terminated any contract or withdrew

from any contract with the Interested party or the Interested party is included in the list of debtors under specific legislation, or

- c) the Interested party does not agree with any stipulations of the contract on provision of data services (including all its parts), i.e. the Interested party does not agree with the complete text of the actual contract, these General Terms, Price list or SLA, which were proposed to him by the Supplier.

4.2 The Supplier shall have the right to refuse to sign a contract on provision of Electronic telecommunication service with the Interested party also in the following cases:

- a) the Interested party, prior to signing the agreement on connection, fails to provide to the Supplier any of the Subscriber's identification data,
- b) the Interested party does not guarantee the fulfillment of the contract due to having any current or past overdue payables against the Supplier or any of the companies being part of the VNET Group, regardless of the amount and nature of such overdue payables, or if the Interested party is an affiliate of another person which has or had any overdue payables against the Supplier or any of the companies being part of the VNET Group, regardless of the amount and nature of such payables,
- c) the Supplier has a justified suspicion that the Interested party will not be meeting its obligations against the Supplier in a due and timely manner or that the Interested party will use the services provided by the Supplier to activities contrary to the Slovak legislation or legislation of another country; if the Interested party or its affiliate have been involved in such activities in the past, this shall always be deemed a justified suspicion,
- d) the Interested party does not guarantee the fulfillment of the contract due to being in execution, enforcement proceedings, in liquidation, bankruptcy, restructuring or undergoes bankruptcy or restructuring proceedings,
- e) provision of requested data service on requested location or in requested scope or quality is not technically possible or is technically possible only with inadequate high costs; inadequate high costs are always deemed to be costs higher than expected monthly price (remuneration) of provided service multiplied by 3 (if no minimum term of contract applies) and if minimum term of contract shall apply one third of the expected price (remuneration) to be paid to the Supplier during the entire minimum term of contract,
- f) the person who intends to sign the contract on behalf of the Interested party is not an individual authorized to act on behalf of the Interested party, or the Supplier has a justified suspicion that such person is not authorized to act on behalf of the Interested party; this provision also relates to the statutory representatives of legal entities and individuals authorized to act on behalf of the Interested party by virtue of a power of attorney. The following shall always be deemed a justified suspicion: the person who intends to sign the contract on behalf of the Interested party is not the statutory representative authorized to act or act in the respective manner on behalf of the Interested party according to the Interested party's current internet abstract from the Business Register; the person who intends to sign the contract on behalf of the Interested party presents a power of attorney or a similar authorization,
- g) another person acting on behalf of the Interested party by virtue of an oral power of attorney or written power of attorney without an officially certified signature intends to sign the Agreement.

4.3 The Supplier shall be obliged:

- a) to obtain and verify the Interested party's (Subscriber's) data within the scope specified by Section 53, subsection 3, paragraph a) of the Act upon signing a contract on the provision of Electronic communication service,
- b) to connect the Subscriber to the internet at the Connection location within 30 days from the date of signing the Contract (provision of Clause 5.2 of General Terms are not affected),
- c) to provide the Service to the Subscriber in the manner, scope, and under the terms specified in the Contract and the generally binding legal regulations of the Slovak Republic,
- d) to inform the Subscriber in writing, by e-mail, by SMS or by phone at least one month in advance of any substantial amendment of these General Terms pursuant to Art. XVI. of these General Terms, and at the same time inform the Subscriber of his/her right to withdraw from the Contract without any sanctions should he/she decide not to accept such amendment; the obligation to notify the Subscriber shall be deemed met if the Subscriber was informed of the fact that there was a substantial amendment of the General Terms and provided information about where he/she can study the changes in detail,
- e) keep records of the Subscriber's data within the scope pursuant to Section 56, subsection 3, paragraph a) of the Act,
- f) to notify the Subscriber in advance of any scheduled maintenance, repairs, revisions, service work or other modifications pertaining the VNET Network, during which the Service could be limited or interrupted completely. Such notification may be sent in electronic form to the Subscriber's contact e-mail or in other form,

4.4 The Supplier shall have in particular the right:

- a) to demand a due and timely payment of the Remuneration in the amount and manner agreed in the Contract incl. these General Terms,
- b) to claim compensation of damage inflicted to the VNET Network or the Supplier's telecommunications device,

- c) to have returned the Supplier's telecommunications device after the lapse of the Contract in accordance with the respective provisions of these General Terms,
- d) to refuse to conclude a contract due to the reasons stipulated in Clauses 4.1 and 4.2 hereof,
- e) to demand from the Interested party/Subscriber, its authorized representative or its attorney to present their identification document (ID card) when signing the contract or at any time thereafter, to create copies of the identification document, or to read the data from the identification document using electronic means in order to verify the information provided by the Interested party/Subscriber,
- f) to amend the General Terms, Price list and SLA,
- g) if SLA for the specific Service does not stipulate otherwise, to interrupt or limit the provision of Service in order to perform maintenance works, repairs and services on VNET Network up to 16 hours in each calendar month without any affect to height of Remuneration to which the Supplier shall be entitled; the Supplier shall perform these activities (if technically possible) usually in time period between 10 p.m. and 6 a.m.

4.5 If the service is abused, the Supplier shall have the right to temporarily interrupt or limit the provision of the Service until such time that the abuse has stopped or technical measures have been adopted preventing such abuse. The Supplier shall have the right to temporarily interrupt or limit the provision of the Service which forms the subject matter of the Contract immediately, even without previous notification to the Subscriber. Abuse of the Service according to this Clause shall include, but not be limited to:

- a) spreading of computer viruses or other malware; the Subscriber shall be responsible for securing the Subscriber's terminal against computer viruses and other malware so that they cannot spread, e.g. through electronic mail or any other way, to the VNET Network or the Internet,
- b) wilful attempts to overload the VNET Network,
- c) SPAM distribution,
- d) support of, providing space for, or becoming involved in any illegal or inappropriate activity including, but not limited to, the transfer of obscene or offensive communication or information, unauthorized tampering with objects of copyright law, the hacking, publishing or dissemination of offensive information or materials and similar,
- e) breaches of system or network security through attempts to illegally obtain access to data, systems or networks, or through using them, including any attempts to check, verify or test the system or network vulnerability, or attempts to breach any security measures or access control measures without the explicit previous written consent of the system or network (including the VNET Network) owner,
- f) usage of the Services to perform criminal activities or activities banned by the Slovak legislation or legislation of another country.

4.6 The Supplier shall have the right to temporarily interrupt or limit the provision of the Service if the due Remuneration or a part thereof has not been paid within the due date in accordance with the Contract and these General Terms until such time when the outstanding amount has been paid or the Contract has been terminated. The Supplier may temporarily interrupt or limit the provision of the Service in accordance with this Clause only after duly notifying the Subscriber and after the lapse of a reasonable time period for making the payment. The Contracting parties have agreed that a due notification as described in this Clause and in Section 43, subsection 1, paragraph d), Clause 2 of the Act shall be deemed issued when the notification of Service interruption was sent by the Supplier or by VNET in electronic form to the Subscriber's contact e-mail. The Contracting parties have also agreed that a reasonable time period for payment as described in this Clause and in Section 43, subsection 1, paragraph d), Clause 2 of the Act shall be deemed afforded, if the time for payment of the outstanding amount is 5 calendar days from the date as of which the notification specified in this Clause has been sent to the Subscriber's contact e-mail. The Supplier shall have the right to temporarily limit the provision of the Service as soon as the Subscriber is in default with the payment of the Remuneration or a part thereof, even without a prior notification. The Contracting parties have agreed that the scope of limitation of provision of the Service by the Supplier pursuant to this Clause shall not be limited by anything, and is completely at the discretion of the Supplier. The limitation may for example entail imposing Service speed or time constraints, preventing the Subscriber from accessing selected websites, preventing the Subscriber from accessing any websites except those selected by the Supplier, decreasing the data transfer speed, etc.

4.7 The Supplier shall also have the right to temporarily interrupt or limit the provision of the Service due to a substantial violation by the Subscriber of contractual terms other than those specified in Clauses 4.5 and 4.6 of this Article of the General Terms. The Supplier may interrupt the provision of the Service temporarily only after duly notifying the Subscriber in advance. The Contracting parties have agreed that a due notification as described in this Clause and in Section 43, subsection 1, paragraph d), Clause 3 shall be deemed issued when the notification of Service interruption was sent by the Supplier or by VNET to the Subscriber's contact e-mail. The Supplier may limit the provision of the Service in accordance with this Clause as soon as the Subscriber breaches the contractual terms in a substantial manner, even without a prior notification. The Contracting parties have agreed that the scope of limitation of the Service pursuant to this Clause shall not be limited by anything and is completely at the discretion of the Supplier. The limitation may for example entail imposing Service speed or time constraints, preventing the Subscriber from accessing selected websites, preventing the Subscriber from accessing any websites except those selected by the Supplier, decreasing the data transfer speed, etc.

- 4.8 Since the Supplier is entitled to interrupt or limit provision of Services under Clauses 4.5 to 4.7 of this Article, such periods of allowed interruption or limitation shall not be deemed to be periods when the Service is not provided duly. For the same reason, such allowed interruptions or limitations under Clauses 4.5 to 4.7 of this Article shall not be taken into account when calculating SLA, planned maintenance interruptions of Service (Clause 4.4 letter g) of this Article) or when calculating the minimum accessibility of the Service.
- 4.9 The Contracting parties have also agreed that a substantial breach of contractual obligations as described in Clause 4.7 of these General Terms and in Section 43, subsection 1, paragraph d), Clause 3 of the Act shall be in particular:
- a) dissemination of viruses from the Subscriber's terminal or devices connected to the interface point,
  - b) dissemination of SPAM from the Subscriber's terminal or devices connected to the interface point,
  - c) replacement of the Supplier's telecommunications device which has been provided to the Subscriber in order to utilize the Service with a different device,
  - d) Subscriber's refusal to sign the Take-over protocol,
  - e) failure to perform necessary cooperation by the Subscriber needed to install the Services (e.g. the Subscriber does not enable or secure the access to the premises where the Service should be installed, etc.),
  - f) failure to obtain the Owner's consent under Clause 5.2 of these General Terms,
  - g) failure to notify of a change in the Subscriber's contact address or the Subscriber's contact e-mail,
  - h) repeated failure to deliver a postal consignment at the Subscriber's contact address,
  - i) submission of incorrect Subscriber's identification data or a failure to notify in a timely manner of a change of the Subscriber's identification data, or
  - j) cancellation of the Subscriber's contact e-mail without sending a due and timely notification of the new Subscriber's contact e-mail to the Supplier; the Subscriber's contact e-mail shall always be deemed cancelled when an e-mail message sent by the Supplier to the current Subscriber's contact e-mail returns as undelivered,
  - k) usage of the Service provided to activities, which are contrary to the Slovak legislation or legislation of another country.
- 4.10 The Supplier shall be entitled to perform a transfer of this Contract (all rights and liabilities arising from this Contract as a whole) anytime upon a third person which shall step into the position of a Supplier within the meaning of this Contract and provided that no change in the actual content of the rights and liabilities in between the Supplier and Subscriber occurs; the Subscriber gives his/her explicit consent with such a transfer by signing this Contract. The Supplier shall inform (electronic form is sufficient) the Subscriber of such transfer no later than 2 months after the transfer comes to force (is effective). Delivery of an invoice of the acquirer to the Subscriber shall be deemed as notification of the Supplier within the meaning of previous sentence. For the sake of clarity, such a transfer shall be in respect to the monetary and non-monetary rights (receivables) of the Supplier towards the Subscriber be considered to be an assignment of current and future claims under Sec. 524 and following of the Civil Code and with respect to the liabilities (especially liability to provide the Service) for a take-over of liabilities under Sec. 531 subsection 1 of the Civil Code. The consent of the Subscriber as stated in the first sentence of this Clause shall be deemed a consent of the creditor within the scope and meaning of Sec. 531 subsection 1 of the Civil Code.

#### **Article V. Rights and Obligations of the Subscriber**

- 5.1 The Subscriber shall be obliged:
- a) use the Service in accordance with the Act and the Contract including these General Terms and all generally binding legal regulations,
  - b) pay to the Supplier the agreed Remuneration in the amount and manner agreed in the Contract and these General Terms,
  - c) to immediately notify the Supplier of any damage or defects to the provided Supplier's telecommunications device,
  - d) immediately inform the Supplier of any malfunctions, outages, limitations or other defects related to the provision of the Services,
  - e) notify the Supplier immediately, however, within 5 days at the latest, of any and all changes in the Subscriber's identification data, Subscriber's contact address or Subscriber's contact e-mail,
  - f) not to jeopardize, impair or breach the security and integrity of the VNET Network,
  - g) endure limited Service availability or unavailability within the time period and scope necessary to carry out repairs, maintenance, revisions and other modifications to the VNET Network, of which he/she was duly notified by the Supplier in advance via an e-mail sent to the Subscriber's contact e-mail or in another way; during this time period the Subscriber shall not be entitled to claim any Remuneration discount,
  - h) to safely and completely back up all data stored in the Subscriber's information systems and the Subscriber's terminals prior to any scheduled maintenance, service or any other scheduled modifications to the VNET Network performed in accordance with the Contract or in connection thereto. If, due to a failure to observe the obligations stipulated in this Clause, the Subscriber suffers damage as a consequence of activities

performed by the Supplier or VNET, neither the Supplier nor VNET shall be responsible for such damage and they will not be obliged to compensate such damage to the Subscriber,

- i) provide to the Supplier or VNET all the cooperation necessary to perform the Supplier's obligations arising out of the Contract, in particular provide, within the necessary time and scope, to the Supplier or VNET or a thereby authorized person, access to the Subscriber's premises at the Connection location, access to the Interface as well as the Subscriber's terminal in the process of Service provisioning; this shall also apply when resolving complaints or during service, maintenance or other work performed by the Supplier,
- j) sign the Take-over protocol,
- k) use the Supplier's telecommunications device in accordance with manuals given to him by the Supplier,
- l) submit to the Supplier Subscriber's Identification data as well as an original of written Owner's Consent in accordance with sec. 5.2 of these General Terms.

5.2 By signing this Contract the Subscriber agrees with the placement of network lines (wires), technologies and other equipment of the Supplier needed for provision of Services into the premises/real estate in the Subscriber's ownership where the Connection locations is located, eventually where the Supplier should connect the Subscriber to the network. If the Subscriber should not be the owner of the premises/real estate where the Supplier is obliged to connect the Subscriber to the network / the Connection location is located, as well as if the technological equipment and network lines/wires needed for provision of Services should be placed into the Relevant Premises, the Subscriber is obliged to secure a written consent from the owner of such Relevant Premises with the connection of the Subscriber to the network in accordance with this Contract, which shall include the entitlement of the Supplier or its authorised representative to enter, install, place and service of technological equipment/devices and telecommunication network lines (wires) in relevant real estates needed for the provision of Services for the period of complete duration of this Contract (hereinafter as the "Owner's Consent"). The Subscriber is obliged to secure the Owner's Consent on the Subscriber's own costs and risk without delay after signing this Contract, however, no later than 5 (five) days after signing this Contract or until the moment of Service installment by the Supplier, event. take over of the Service by the Subscriber, whichever of these occurs first. The Subscriber is obliged to submit to the Supplier a written original of the Owner's Consent immediately after the Subscriber shall be asked for submission of if by the Supplier; until the Supplier is given such written Owner's Consent the Supplier is entitled to refuse installation of the Service, suspend or stop the provision of the Services. By taking over the Service (e.g. by signing the Take-over protocol) the Subscriber confirms that he has secured the Owner's consent; the same applies also in case the Subscriber shall not be asked to submit it to the Supplier, event. the Subscriber does not hand over the Owner's Consent to the Supplier. The Subscriber shall secure and is liable for the Owner's Consent to be valid and effective throughout the complete duration of this Contract. The necessary precondition for the Supplier to meet the term for Service installation, as well as for further provision of Service under this Contract, is the existence of the Owner's Consent under this section. If a delay to issue the Owner's Consent occurs, the term for installation of the Service by the Supplier shall be accordingly prolonged and the Supplier shall not fall into delay with his obligation to install the Service timely on the relevant Connection location. Should the Connection location be placed in an apartment or in a business premises which are located in an apartment building, provisions of this section are applicable accordingly also to common premises of the relevant apartment building and the Owner's Consent shall mean also a consent of all owners of apartments and business premises in such apartment building given by the respective body.

5.3 Should the Subscriber fail to deliver to the Supplier an original of written Owner's Consent within 10 (ten) days after the Subscriber shall be asked to do so by the Supplier, the Supplier is entitled to terminate this Contract unilaterally with immediate effects without any sanctions (also electronically by sending an email).

5.4 The Subscriber is not entitled to transfer any receivable against the Supplier on a third person without previous written confirmation issued by the Supplier.

#### **Article VI. Remuneration and Payment Terms**

6.1 The Subscriber shall pay to the Supplier for the provided Service the agreed Remuneration. Based on the type of data services provided and on the Service specification, the Remuneration may consist of Lump fee payment and/or of the Tariff payments and/or of other fees, etc. The amount of Remuneration for Services provided under this Contract is specified in the Service specification and, eventually, in the Price list. If the Service specification does not explicitly state the exact amount (number) of Remuneration, the Remuneration shall be calculated and specified according to the Price list effective as of the date of signing this Contract for the agreed type of services according to the Service specification.

6.2 The first billing period after signing of the Contract starts on the day following the Day of Service installation.

6.3 Unless stipulated otherwise in the Service specification or the Other arrangements, the billing period shall be one month, whereby, if the Supplier does not determine otherwise, the first and all subsequent billing periods (with the possible exception of the last billing period) shall last one month (i.e. if the Day of Service installation is October 10 and the billing period is one month, the first billing period starts on October 11 and ends on November 10, the next billing period lasts from November 11 till December 10, etc.).

- 6.4 The Supplier is entitled to decide unilaterally that the billing periods shall be identical with calendar months. In such a case, the first billing period shall expire on the last day of the calendar month when the Day of Service installation occurred and afterwards, all following monthly billing periods shall be identical with calendar months (if the change of billing period occurs throughout a billing period). If the Supplier decides to change the billing period as described above after the first billing period is over, the billing period when the Supplier made the change shall be adequately shortened and shall expire by the last day of that relevant calendar month and, consequently, all following billing period shall be identical as calendar months. The Supplier is entitled to change the billing period in the above described manner any time during the Contract without previous notification to the Subscriber. The change of billing period may be performed by the Supplier also implicitly, e.g. by issuing an invoice with other specification of time for which the Remuneration is being invoiced (e.g. issuing of invoice as of the first of last day a the calendar month).
- 6.5 If, pursuant to the Service specification or the Other arrangements, the billing period is a quarter, a half-year or a year, the first billing period shall end on the last calendar day of the given quarter, half-year or year in which the Day of Service installation was included, and the first billing period shall be shortened proportionately. The second and all subsequent billing periods (with the possible exception of the last billing period) shall have the same length as the billing period specified in the Service specification or the Other arrangements.
- 6.6 Depending on the day of Contract termination the last billing period may be shortened proportionately, whereby it represents the time period from the first day of the last billing period until the date of Contract termination.
- 6.7 The Supplier shall have the right to invoice the Subscriber a PRE-PAID price for the entire respective billing period from the first day of the respective billing period inclusive. Unless the respective invoice specifies otherwise, or unless rigid provisions of legislation does not stipulate otherwise, the first day of the respective billing period shall be the day of taxable supply. Without regard to other provisions of General Terms, the Supplier is obtains a legal claim for payment of PRE-PAID prices at the moment of beginning of the relevant billing period.
- 6.8 The Supplier is entitled to invoice the POST-PAID prices for a billing period immediately after the respective billing period is over.
- 6.9 The Supplier shall have the right to invoice on one invoice document both the PRE-PAID prices as well as POST-PAID even for different billing periods.
- 6.10 If these General Terms (esp. in Special provisions of General Terms) do not stipulate otherwise, the Remuneration is to be considered to be a PRE-PAID price except Tariff payments, which are considered to be POST-PAID price.
- 6.11 The Supplier is entitled to decide unilaterally (especially in case the Subscriber has ever been in delay with the payment of Remuneration or its part) that the Remuneration shall be invoiced as an advance payment (pro-forma invoice) equal to the entire amount of Remuneration and respective VAT. Followingly, after such pro-forma invoice for advance payment is paid to the Supplier in complete, the Subscriber shall send to the Subscriber a regular invoice which will take into account the already paid advance payment. The day of taxable supply for VAT purposes shall be in such a case the day of issuing the regular invoice by the Supplier. Other provisions of these General Terms regarding due date and delivery of pro-forma invoices are applicable adequately.
- 6.12 Based on the type of data service provided and if the Contracting parties agreed so in the actual Contract (usually in Service specification) the Remuneration may be paid in a PAYG form of payment. In such a case the date of taxable supply shall be deemed to be the day of payment to the Credit. If the subject matter does not require otherwise, in case of PAYG form of payment the provisions of these General Terms regarding billing period, PRE-PAID prices and POST-PAID prices are not applicable, or are applicable only in restricted and adequate extent if the case may be. When using the PAYG form of payment the delay of the Subscriber with the payment of Remuneration starts at the moment of provision of the Service or its part by the Supplier while the Subscriber ran out of his Credit (i.e. the Credit is negative or 0,- EUR). The same applies (and shall be deemed as a failure to pay the Remuneration) also for application purposes of Clauses 4.6 and 8.14 letter b) of these General Terms. By using the PAYG form of payment, a duly notification for the purposes of Clause 4.6 and Art. 43 sec. 1 letter d) point 2 of the Act shall be deemed also an information (sent in a form of email message or SMS) that the Subscriber's Credit reached a specific minimum limit (determined by the Subscriber for each type of service provided), as well as a notification that the Credit is close to its running out.
- 6.13 The invoice shall be made in accordance with all valid accounting and tax regulations and this Contract.
- 6.14 The Supplier undertakes to send the invoice to the Subscriber in written form to Subscriber's contact address or in electronic form to the Subscriber's contact e-mail, whereby the Supplier's obligation to deliver the invoice to the Subscriber shall be deemed to be met when the invoice is sent using either of these two methods. In accordance with the above, the Contracting parties have explicitly agreed that the Supplier is allowed to send invoices to the Subscriber only in electronic form (e.g. in PDF format) to Subscriber's contact e-mail address also without certified electronic signature of the Supplier.

- 6.15 The Contracting parties have explicitly agreed that should the invoice be delivered to the Subscriber in electronic form, or both in electronic and written form, the invoice shall be deemed to be delivered to the Subscriber on the day as of which the Supplier sent the invoice in electronic form to the Subscriber's contact e-mail address. Should the invoice be only delivered in written form, it shall be deemed delivered to the Subscriber on the second working day following the day as of which the Supplier posted the letter with invoice at a post office.
- 6.16 The Contracting parties have agreed that invoices will be due within 14 days from the date as of which the invoice was delivered to the Subscriber under Clause 6.15 of these General Terms.
- 6.17 Unless otherwise specified by the information indicated on a particular invoice, the Subscriber agrees to make the payment by wire transfer or cash deposit to the Supplier's bank account specified on the respective invoice - the Supplier's account - stating the variable symbol indicated on each invoice. If there is no variable symbol on a particular invoice, the Subscriber shall use the invoice number as the variable symbol when making the payment.
- 6.18 If the Subscriber's payment is not identified by the variable symbol indicated on the invoice, or if the identification is incorrect and it is not possible to determine from the received payment which pecuniary obligations the Subscriber intends to settle, such unidentified payment shall be used to first settle the obligation longest due, appurtenances first (interest, interest on arrears), and then the principal.
- 6.19 The Subscriber's pecuniary obligations shall be deemed settled when credited to the Supplier's bank account.
- 6.20 The Supplier shall have the right to unilaterally offset any of his/her payables against any existing payables of the Subscriber to the Supplier, even time-barred ones and those that will become due in the future.
- 6.21 The Supplier shall not be entitled to any Remuneration for the period of time from the date of Contract signing until the Day of Service installation. Provisions of previous sentence are not applicable as to the Installation fee.
- 6.22 The Supplier is legally entitled for payment of Installation fee as of the day of signing the contract. The Installation fee may be invoiced to the Subscriber by a separate invoice before the Day of Service installation occurs or within the invoice for the first billing period.
- 6.23 The Supplier reserves his right to install the Services and hand it over to the Subscriber only after the entire Installation payment is paid to the Supplier. If the Installation payment is not paid duly on time, the Supplier is entitled unilaterally postpone the term for installation and handing over the Service to the Subscriber without falling into delay with his obligation to install the Service to the Subscriber in agreed term.
- 6.24 Provisions of these General Terms regarding invoicing (including the frequency and time of issuance of invoices) and due dates of Remuneration/invoices shall have priority over provisions of Price List.
- 6.25 Legal claims (payables) of the Supplier for payment of Remuneration or any other receivables neither cease to exist nor are limited in any way in case the Supplier does not issue the respective invoice to the Subscriber or in case the invoice is issued by the Supplier later than stipulated in these General Terms.

#### Article VII. Complaints Code of Practice

- 7.1 In accordance with these General Terms the Subscriber shall have the right to submit a complaint (reclamation) to the Supplier with regard to:
- the correctness of the received invoice, i.e., if the Subscriber believes that the amount of Remuneration specified on the invoice does not correspond to the Contract including these General Terms,
  - the quality of the provided Service,
  - the defects of equipment provided to the Subscriber under the Contract.
- 7.2 A complaint pursuant to Clause 7.1 paragraph a) shall be submitted in writing and sent to the Supplier's contract address or by e-mail sent from the Subscriber's contact e-mail to the Supplier's contact e-mail or the following e-mail address: [financie@vnet.sk](mailto:financie@vnet.sk). A complaint pursuant to Clause 7.1 paragraphs b) and c) shall be submitted in writing and sent to the Supplier's contract address or by e-mail sent from the Subscriber's contact e-mail to the Supplier's contact e-mail or the following e-mail address: [podpora@vnet.sk](mailto:podpora@vnet.sk).
- 7.3 A complaint submitted by the Subscriber must contain at least the following information, otherwise it will not be taken into account by the Supplier:
- name and surname / name, permanent address / place of business / registered office, Subscriber's corporate identification number (IČO) and the Subscriber's Connection location,

- b) Contract number;
  - c) explicit wording that the submission is a complaint (reclamation),
  - d) reasons for the Subscriber to believe that the amount of Remuneration specified in the invoice does not correspond to the Contract, or a description of the quality issue related to the provided Service, or a description of the defect of the telecommunications device provided to the Subscriber; i.e. and accurate specification of what is being complained about in the relevant complaint,
  - e) what does the Subscriber wish to achieve,
  - f) date as of which the Subscriber has learned about the issue pertaining to the provided Service or equipment subject to the complaint, and
  - g) the date and signature of the Subscriber (in case of a written complaint).
- 7.4 The Supplier may, however is not obliged, to accept also a complaint of the Subscriber which does not contain all required information as stipulated above in Clause 7.3 of these General Terms (hereinafter as "Incomplete complaint"). Acceptance and solving of an Incomplete complaint is strictly voluntary for the Supplier and does not set up any legal responsibility or obligation to the Supplier in respect of solving an Incomplete complaint, eventually solving it with certain results.
- 7.5 The Subscriber is obliged to deliver the complaint to the Supplier in agreed form and manner without undue delay and no later than 30 days from the receipt of the invoice subject to the complaint, or from the day as of which an issue pertaining to the provided Service or equipment was discovered, otherwise the Subscriber's right to submit the complaint shall lapse. Any complaints of the Subscriber delivered to the Customer after the lapse of the period specified in the previous sentence shall be deemed void, and the Supplier will not be obliged to take such complaints into account; this shall also apply if the complaint is delivered to the Supplier on time but does not include all the requisites specified in Clause 7.3 of these General Terms, or was not sent from the Subscriber's contact e-mail (when submitted in electronic form).
- 7.6 Should the Subscriber in his complaint demand under Clause 7.3 letter e) of these General Terms any free-of-charge performance, such demand must be explicitly and unambiguously expressed in the complaint, including a statement from which it is clear without any doubt that the Subscriber demands the performance to be provided free of charge. The Subscriber hereby agrees that in case he does not state explicitly in his demand that it is to be a complaint (reclamation) within the meaning of this Article, his demand may be considered to be an offer for a new/additional service/performance and for such service/performance the Subscriber shall pay the Supplier remuneration agreed by Contracting parties, if not agreed then stated in the Price list, and if not stated in the Price list, fair price. Provisions of previous sentence are applicable also in case when the complaint (reclamation) turn out to be unjustified/groundless. The Subscriber shall be obliged to pay to the Subscriber all costs related to Subscriber's unjustified / groundless complaint.
- 7.7 The Supplier shall be obliged to notify the Subscriber of the outcome of the examination of the complaint within 30 days from the date as of which a complete complaint submitted in due time was effectively delivered to the Supplier, otherwise the complaint is considered accepted. In more complex cases the Supplier may extend this time period, however, by a maximum of 30 days. The Supplier shall inform the Subscriber of such extension before the lapse of the original 30 day time period, indicating the reason(s) for such extension. The time period shall be extended if the Supplier sends its written notification to the Subscriber at the latest on the last day of the original time. The Subscriber has agreed that if, based on the Subscriber's complaint, the Supplier fully rectifies the claimed defects to the provided Service or equipment, or delivers to the Subscriber a new modified invoice within the time period set to send notification of the outcome of examination of the complaint in accordance with this Clause, the Supplier will not be obliged to send the Subscriber a separate notification of the outcome of examination of the complaint, whereby after rectifying the defects by the Supplier the complaint shall be deemed resolved, and the Supplier's obligation to notify the Subscriber of the outcome of examination of the complaint imposed by this Clause and by Section 45, subsection 2 of the Act, shall be deemed met by the Supplier in a due and timely manner on the day as of which the defect was rectified.
- 7.8 If the Supplier does not accept the complaint it shall state in the outcome of examination of the complaint delivered to the Subscriber that the complaint was not accepted. It is not obligatory to include a reasoning.
- 7.9 If the Supplier does accept the complaint it shall state in the outcome of examination of the complaint that the complaint was accepted, briefly describing the ensuing steps and how the complaint will be resolved, provided that it has not yet rectified the defects subject to the complaint. It is not obligatory to include a reasoning.
- 7.10 The Supplier reserves the right not to accept a complaint, in particular if:
- a) the decrease in quality of the provided Service was caused by a breach of some of the Subscriber's obligations stipulated in the Contract including these General Terms,
  - b) the defect was caused by a breach of the general statutory obligation of the Subscriber to prevent damage, or another obligation of the Subscriber arising from generally binding legal regulations,
  - c) the invoice incorrectness or the defect were caused by a breach of the Subscriber's obligations arising out of the Contract including these General Terms or out of the generally binding legal regulations,

- d) the Subscriber has filed a complaint with regard to the correctness of an invoice, although the invoice was issued in accordance with the tax and accounting regulations of the Slovak Republic, and in accordance with the Contract including these General Terms, and the Price list,
  - e) the defect originated in the Subscriber's terminal,
  - f) the complaint was submitted after the time period for its submission expired, the complaint is doubtful, unclear and/or does not contain all information as stipulated in Clause 7.3 if these General Terms,
  - g) the Supplier is not held responsible for such defects under these General Terms and/or respective legislation.
- 7.11 If a complaint requesting examination of the correctness of an invoice was submitted, this has no suspensory effect on the payment of Remuneration for the Services provided. If, however, the disputed amount exceeds the threefold of the average scope of Service utilization over the previous six months, the Supplier shall be obliged to allow the Subscriber to postpone payment of the portion of the amount exceeding the average monthly scope of Service utilization over the previous six months until the end of examination of the telecommunication equipment at the latest, or permit the Subscriber to pay the portion of the amount exceeding the threefold of the average monthly scope of Service utilization in no less than three monthly instalments. If the Service has been used for less than six months, but longer than one month, the average scope of Service utilization shall be calculated for the entire period of Service utilization.
- 7.12 If the examination of a complaint shows a defect in Supplier's telecommunications device which might have manifested itself to the disadvantage of the Subscriber, but neither the extent of the provided Service nor the price for the Provision of the Service can be demonstrably ascertained, the Subscriber shall pay Remuneration in the amount corresponding to the price of the average monthly usage of the Service for the past six months. If the Service has been used for less than six months, but longer than one month, the average scope of Service utilization shall be calculated for the entire period of Service utilization.
- 7.13 If the Supplier accepts the complaint, and the complaint submitted in accordance with Clause 7.1 paragraph a) of these General Terms was related to incorrect data on an invoice (including an incorrect Remuneration amount), the Supplier shall make and deliver a modified invoice to the Subscriber without undue delay after the complaint was accepted, however within 14 days from the date as of which the complaint was accepted. Provisions of these General Terms regarding issuing and delivery of invoices are applicable adequately.
- 7.14 If the Supplier accepts the complaint and the complaint procedure reveals that the Subscriber has for the respective billing period paid to the Supplier a Remuneration in an amount exceeding the amount he/she was actually obliged to pay, the Supplier shall indemnify the Subscriber in one of the ways described below, selected at its own discretion:
- a) it shall issue to the Subscriber without undue delay, however, within 14 days from the date as of which the complaint was accepted at the latest, a credit note amounting to the difference between the amount of Remuneration the Subscriber was obligated to pay and the amount he/she actually paid, and it shall remit the difference to the Subscriber's account from which the Subscriber has paid the Remuneration to the Supplier, or
  - b) it shall decrease the amount to be paid on the basis of invoices issued for one or multiple subsequent billing periods by the difference between the amount of Remuneration the Subscriber was obligated to pay and the amount he/she actually paid and may also offset the difference in accordance with Clause 7.15.
- 7.15 The Subscriber hereby gives his/her consent to the Supplier to use any difference in excess on the part of the Subscriber to settle the Remuneration or a part thereof during the subsequent billing periods by setting off the Supplier's obligation to return the difference in excess to the Subscriber against the Supplier's claim to receive payment of the Remuneration or a part thereof for the subsequent billing periods; the offset procedure shall be deemed completed by the Supplier when an invoice is sent to the Subscriber where the "amount due" is lower than the entire (usual) amount or Remuneration due for the respective billing period according to the Contract.
- 7.16 The Subscriber shall have the right to claim back an aliquot part of the Remuneration for the time when the Service was not provided through a fault of the Supplier pursuant to Section 43, subsection 10 paragraph b) of the Act; the Subscriber has to exercise this right with the Supplier in accordance with the Complaints Code of Practice contained in this Article of the General Terms within three months from the date as of which Service provision was restored at the latest. Provisions of this Article pertaining to the manner in which complaints are submitted apply mutatis mutandis also to exercising the Subscriber's right specified in this Clause. The Subscriber has no right to claim back an aliquot part of the Remuneration for the time when the Service was not provided due to a circumstance which was not caused by a fault of the Supplier.
- 7.17 If the complaint was related to a defect of a telecommunications device of the Supplier, and the Supplier accepts the complaint, it shall be obliged to remove the defect of the telecommunications device of the Supplier (in particular by replacing the device) without undue delay, however, within 14 days from the day as of which the complaint was accepted at the latest.
- 7.18 The Supplier is allowed to deliver complaint acceptance confirmation, notification of the outcome of the complaint examination as well as any other communication related to administration of the Subscriber's complaints also

electronically to Subscriber's contact email or any other email which was stated by the Subscriber in his submission of the complaint, as well as by SMS to the mobile phone number stated in the submission of the complaint. Notifications sent by SMS are considered to be delivered to the Subscriber as of the day when the SMS was sent to the respective mobile phone number stated in the submission.

- 7.19 All acts related to administration of complaints may be performed vis-a-vis the Subscriber also by any other company from the VNET Group with the same effects as if such act were to be performed directly by the Supplier. The Subscriber is obliged to accept such acts/performances.
- 7.20 This complaints code (complaints regulation) shall be, as a part of General Terms, always available to the Subscriber as well as to third parties on the VNET website and on the commercial department of the Supplier.
- 7.21 Should the Subscriber be a consumer within the meaning of consumer under the Consumer protection act or any other general legislation, provisions of this Article and of general legislation shall be applicable by any complaints of the Subscriber, nevertheless, rigid provisions (which may not be modified by contracting parties) of consumer protection in the Consumer protection act or other legislation, remain untouched and shall have priority of these General Terms. Provided that the Subscriber is a natural person and when signing this Contract he stated his identification number (ICO), an irrefutable legal presumption applies that the Subscriber acts within his business activities and, therefore, he is not a consumer. Provided that the Subscriber is a legal person, the Subscriber shall not be considered to be a customer unless the valid Slovak legislation allows otherwise and in addition, the Subscriber explicitly informed the Supplier in written no later than when signing this Contract (e.g. stating in Other arrangements) that he, as a legal person, is considered to be a consumer. If the Subscriber being a legal person fails to do so, except these General Terms, no additional obligations and responsibility towards the Subscriber occur to the Supplier which would arise from the consumer protection legislation.

#### **Article VIII. Term of the Contract**

- 8.1 The Contract shall become valid and enter into force on the day of its signing by both Contracting parties.
- 8.2 The Contract is concluded for an indefinite period of time, unless the Service specification (in a Clause usually named as "*Time of Contract:*") explicitly specifies that the Contract is concluded for a definite period of time.
- 8.3 If the Service specification states that the Contract is being concluded for a definite period of time, but there is no specification of the actual term for which the Contract is being concluded, it shall be deemed that the Contract is being concluded for a definite period of time of 12 months from the date of Contract signing.
- 8.4 If the Contract was concluded for a definite period of time and neither Contracting party informs the other party no later than 60 days prior to the expiration of the period for which the Contract was concluded that it insists on terminating the Contract, the term of Contract shall be extended by another 12 months from the day as of which the Contract should have originally ended. If either Contracting party delivers a notification to the other Contracting party stating that it insists on terminating the Contract later than the 60 days prior to the expiration of the term of Contract, the same procedure shall be applied as in the case of a normal termination of a Contract concluded for an indefinite period of time without an agreed Minimum term of Contract (i.e. no fixed term of contract); in such a case the Contract shall terminate according to Clause 8.24 of this Article, but no sooner than on the date of expiration of originally agreed definite period of time for which the Contract was concluded.
- 8.5 The Contract can be terminated at any time by the written agreement of both Contracting parties, whereby both the expression of will and the signatures of both Contracting parties must be in this case on the same document.
- 8.6 Either Contracting party may withdraw from the Contract or terminate the Contract unilaterally only due to the reasons and in the manner stipulated in the Contract including these General Terms.
- 8.7 The Subscriber shall have the right to withdraw from the Contract without any sanctions if the Supplier fails to provide the Service in accordance with the Contract or within the agreed quality parameters, and fails to do so even after a repeatedly accepted complaint. The Subscriber shall have the right to withdraw from the Contract within one month from the delivery of the notification of acceptance of a repeated complaint of the Subscriber if the Supplier continues to breach its obligations, otherwise its right to withdraw from the Contract under this Clause shall expire.
- 8.8 The Subscriber shall have the right to withdraw from the Contract without any sanctions after his valid and complete complaint was delivered to the Supplier, and the Supplier failed to notify the Subscriber of the outcome of the examination of the complaint in accordance with Clause 7.7 of these General Terms, or the Supplier's obligation to notify the Subscriber of the outcome of the examination of the complaint is not deemed met pursuant to Clause 7.7 of the General Terms; in this case the Subscriber shall have the right to withdraw from the Contract within one month from the expiry of the time period for sending the notification of the outcome of the examination of the complaint in accordance with Clause 7.5 of the General Terms, otherwise its right to withdraw from the Contract under this Clause

without sanctions shall lapse (expire). The Subscriber, however, shall not have the right to withdraw from the Contract pursuant to this Clause or Section 44, subsection 7, paragraph c) of the Act, if based on the Subscriber's complaint the Supplier completely removed all shortcomings and defects subject to complaint within the time period set for the Supplier to send the notification of the outcome of the examination of the complaint in accordance with Clause 7.7 of the General Terms, even if it didn't deliver to the Subscriber a separate notification of the outcome of the examination of the complaint.

- 8.9 If the Subscriber's complaint pertained to stating incorrect information on an invoice pursuant to Clause 7.1 paragraph a) of the General Terms and the Supplier sent to the Subscriber a modified invoice in the manner specified in the Contract within the time limit set to send notification of the outcome of examination of the complaint, the Subscriber shall not have the right to withdraw from the Contract in accordance with Clause 8.8 of the General Terms, or in accordance with Section 44, subsection 7, paragraph c) of the Act, whereas by sending the modified invoice to the Subscriber the complaint is deemed resolved and the obligation of the Supplier to send the Subscriber the notification of the outcome of the examination of the complaint in accordance with Clause 7.7 of the General Terms is deemed met at the moment of sending the modified invoice to the Subscriber.
- 8.10 If, on the basis of the Contract multiple Public services are being provided in accordance with the Act, the Subscriber shall have the right to withdraw from the Contract due to the reasons stated in Clauses 8.7 and 8.8 of these General Terms only with regard to that Public service, or part of the Public service directly affected by the reason for withdrawal or the provision of which cannot be technically separated from the Public service, to which the reason for withdrawal directly pertains.
- 8.11 The Subscriber's notice of withdrawal from the Contract shall be delivered in written form (i.e. a notification in electronic form does not sufficient) to the Supplier's contact address, and it needs to contain all the requisites stipulated below, otherwise it is not binding for the Supplier which may not take it into account:
- a) name and surname / name, permanent address / place of business / registered office and Subscriber's corporate identification number (IČO),
  - b) Contract number;
  - c) clear and unambiguous expression of the Subscriber's will to withdraw from the Contract,
  - d) clear and distinctive indication of the reason for withdrawal from the Contract,
  - e) date and signature of the Subscriber or individuals authorized to act on behalf of the Subscriber.
- 8.12 A notice of withdrawal not containing all the requisites specified in Clause 8.11 of these General Terms or not delivered in required form (e.g. only by email or telephone) (hereinafter as "Incomplete withdrawal") shall not be deemed valid and effective, and the Supplier does not have to take it into account; however, this shall not be applicable if the Supplier accepts an Incomplete withdrawal in accordance with the provisions hereunder of this Clause. The Supplier may (however is not obliged) to accept also an Incomplete withdrawal made by the Subscriber or made in a different than required form, whereas termination of provision of Services by the Supplier shall be deemed as an implied acceptance of the Subscriber's withdrawal (despite being incomplete) and acceptance of Subscriber's will to terminate the Contract; this shall be applicable also when the Supplier does not inform the Subscriber about the acceptance of his Incomplete withdrawal by a separate notification.
- 8.13 A withdrawal from the Contract by the Subscriber made in a required form and containing all the requisites stipulated in Clause 8.11 of these General Terms, shall become effective on the day of delivery of the written notice of withdrawal by the Subscriber to the Supplier's contact address, and the Contract shall cease to exist on that day. An Incomplete withdrawal from the Contract which will be accepted by the Supplier shall become effective on the day of eventual acceptance of the Incomplete withdrawal by the Supplier. The Supplier accepts an Incomplete withdrawal also by sending an email message of acceptance to Subscriber's contact email or an email address from which the Incomplete withdrawal had been sent to the Supplier (or email containing other wording from which is clear that the Supplier considers the withdrawal to be valid and effective or that the Contract shall terminate). The Supplier is entitled to accept an Incomplete withdrawal also implicitly by ceasing to provide the Service; in such a case the Contract cease to exist by the day of stopping provision of the Service by the Supplier.
- 8.14 The Supplier may withdraw from the Contract if the Subscriber:
- a) repeatedly and without authorization modifies the equipment of the public network (VNET Network or other public network of a third person through which the Service or its part is being provided) or enables a third party to make such modifications, even due to negligence;
  - b) failed to pay the Remuneration or a part of it for the provided Service (including Installation fee) and is delay with the payment for a time period of at least 45 days from the due date,
  - c) connects equipment to the public network that does not meet the requirements of special regulations or uses such equipment contrary to the approved conditions and does not disconnect such equipment even upon the request of the Supplier,
  - d) repeatedly uses the Public service in a way which makes it impossible for the Supplier to control its use,
  - e) repeatedly violates any other obligations stipulated in the Contract including all its parts.

- 8.15 The Supplier's withdrawal from the Contract may be made in writing and sent to the Subscriber's contact address or in electronic form via email sent to the Subscriber's contact e-mail. The Supplier's withdrawal from the Contract made in written form shall be deemed delivered to the Subscriber (and effective) the next day after the notification was posted to the post office with delivery address as of Subscriber's contact address. The Supplier's withdrawal from the Contract made in electronic form shall be deemed delivered to the Subscriber (and effective) on the very moment it was sent to the Subscriber's contact e-mail. The Contracting parties have agreed that in the case of a withdrawal from the Contract by the Supplier, the Contract shall end on the day as of which the notification of withdrawal is deemed to be delivered to the Subscriber under provisions hereabove of this Clause of General Terms.
- 8.16 The Subscriber may not terminate the Contract concluded for a definite period of time.
- 8.17 If the Contract was concluded for an indefinite period of time, the Subscriber may terminate the Contract anytime and even without specifying the reason, whereby the Subscriber's notice of termination may either have written form and be delivered to the Supplier's contact address or in electronic form by email message sent from the Subscriber's contact e-mail and delivered to the Supplier's contact e-mail. The notice of termination shall include all of the following requisites:
- a) name and surname/business name, address/registered siet/ business place, ID of the Subscriber (if applicable),
  - b) Contract number, and
  - c) sufficiently clear and unambiguous statement that the Subscriber terminates the Contract.
- 8.18 A notice of termination not containing all the requisites specified in previous Clause of these General Terms (hereinafter as "Incomplete termination") shall not be deemed valid and effective, and the Supplier does not have to take it into account; however, this shall not be applicable if the Supplier accepts also an Incomplete termination in accordance with the provisions hereunder in this Clause. The Supplier may (however is not obliged) to accept also an Incomplete termination, especially when Subscriber's will to end the Contract shall be understandable from the Incomplete termination e.g. Subscriber's request for ending the Contract (even without using the word "termination"), expression of the will not to use the Service any more, request to withdraw from the Contract when not all requisites for termination are fulfilled, incomplete identification of the Subscriber (especially when sending an Incomplete termination from the Subscriber's contact e-mail), absence of the Contract number when there is only one contract to be concluded with the Subscriber, etc. It shall be deemed that the Subscriber's Incomplete termination was accepted by the Supplier also by sending an email to the Subscriber's contact e-mail or to the email address from which the Incomplete termination had been sent to the Supplier, that the termination of Contract is accepted/valid (or including other wording from which it is clear that the Supplier considers the termination made by the Subscriber to be valid and effective). The Supplier is entitled to accept an Incomplete termination also implicitly, e.g. by stopping provision of the Service.
- 8.19 If the notice of termination by the Subscriber shall be made in electronic form (by email), it shall be deemed to be delivered to the Supplier when it is delivered to Supplier's contact e-mail.
- 8.20 The Supplier may terminate the Contract if it is unable to continue providing the Service within the agreed scope or required quality due to the technical infeasibility of the continued Service provision with the exception of the Universal service.
- 8.21 The Supplier may terminate the Contract concluded for an indefinite period of time as well as definite period of time also for the following reasons:
- a) Subscriber who is a natural person withdrew his consent with procession of his personal data needed for provision of the Service, event. which are considered to be Subscriber's identification data,
  - b) Subscriber's identification data given when signing the Contract turn out to be false,
  - c) Subscriber enters into liquidation proceedings,
  - d) bankruptcy or restructuring proceedings were initiated against the Subscriber, bankruptcy or restructuring was declared upon the Subscriber, or if the bankruptcy was not declared upon the Subscriber due to absence of sufficient assets,
  - e) Subscriber is being bankrupt,
  - f) Subscriber's delay with a payment of any of his financial obligations towards the Supplier or any other company of VNET Group exceeds 14 days and, at the same time, his obligation was not paid within 5 working day after delivery of a notice to the Subscriber to pay such obligation; the notice may be sent to the Subscriber also in electronic form (by email),
  - g) for reason when the Supplier is intitled to withdraw from the Contract.
- 8.22 The Supplier may terminate the Contract concluded for an indefinite period of time as well as definite period of time also for the following reasons:
- a) circumstances by which the Supplier is entitled to refuse to sign the Contract under provisions of Art. 43 sec. 1 letter c) of the Act,
  - b) if the enterprise of the Subscriber or its part, which is directly or indirectly related to provision of Service or its part, has been transfered by the Subscriber upon a third person,
  - c) Subscriber's division or merger with a third person occured or a substantial part of Subscriber's assets were transferred upon a third person,

- d) existence of any reasonable doubts about the ability of the Subscriber to pay all his obligation towards the Supplier or any other company of VNET Group; for reasonable doubts shall be deemed execution or enforcement proceedings on the Subscriber's assets.
- 8.23 If the Supplier terminates the Contract due to the modernization of public services to which termination of the service provision according to the concluded Connection Contract is related, it shall be obliged to deliver to the Subscriber along with the notice of termination an offer to provide another public service similar in terms of technology and price, and offer to the Subscriber the provisioning of the Service at a reduced price.
- 8.24 If not stipulated otherwise in the Service specification, the notice period shall be 2 months. The notice period is equal for both Contracting parties. The termination notice period starts to lapse on the first day of the calendar month following the calendar month in which the termination notice was delivered to the other Contracting party. The Contract ends/terminates upon the lapse of the last day of the billing period in which the last day of the notice period according to previous sentence is included. Should the PAYG form of payment be concluded (where no billing period is applicable), the Contract ends/terminates by the lapse of the notice period itself.
- 8.25 In case of Contract termination for reason stated in Clause 8.21 of these General Terms, the notice period shall not be applicable and the Contract ends immediately by delivery of the notice of termination to the Subscriber.
- 8.26 The Supplier may terminate the Contract by delivery of a notice of termination in written form to the Subscriber's contact address or in electronic form by email sent to Subscriber's contact e-mail. Should the notice of termination be sent in an electronic form, by the very moment of sending the notice to Subscriber's contact e-mail it shall be deemed delivered to the Subscriber.
- 8.27 If the Contract is concluded for an indefinite period of time, the Contracting parties may agree in the Contract (usually stated in the Service specification) upon a Minimum term of Contract.
- 8.28 The Minimum term of Contract shall start to lapse on the day of Contract signing by both Contracting parties.
- 8.29 If the Contract was concluded for an indefinite period of time with a Minimum term of Contract, and the Contract ends before the lapse of the Minimum term of Contract due to reasons stipulated in Clause 9.1 of these General Terms, the Subscriber shall be obliged to pay the Supplier a contractual penalty in accordance with Clause 9.1 of these General Terms.
- 8.30 If the Contract was concluded for a definite period of time and the Contract ends before the lapse of such agreed definite period due to reasons stipulated in Clause 9.2 of these General Terms, the Subscriber shall be obliged to pay the Supplier a contractual penalty in accordance with Clause 9.2 of these General Terms.
- 8.31 If the Contract is to be a Subordinate contract, the Contract is being concluded for a definite period of time until the date when the Superior contract ends. Subordinate contract may not remain in force after the end of the Superior contract and, in this case, the Contract shall end automatically at the moment of ending the Superior contract while no special notification are required.
- 8.32 The Contracting parties hereby explicitly exclude the application of Section 351, subsection 2 of the Commercial Code. When the withdrawal from the Contract or a part thereof by either Contracting party takes effect, the Supplier shall thus not be obliged to return to the Subscriber any monetary payments received from the Subscriber for the Services provided prior to termination of the Contract. The withdrawal from the Contract shall not affect the Subscriber's obligation to pay to the Supplier the Remuneration for the Services provided under the Contract including any appurtenances and fulfil any other monetary and non-monetary obligations (contractual penalties, compensation of damage, interest on arrears, fees according to the Price list, etc.), to which the Supplier became entitled prior to termination of the Contract and/or at the moment of Contract termination. The Contracting parties explicitly agree that withdrawing from the Contract shall not void the Supplier's entitlement to the payment of any and all contractual penalties in accordance with the Contract including these General Terms, in particular payment of a contractual penalty pursuant to Clauses 9.1 or 9.2 of these General Terms which shall survive the termination hereof.
- 8.33 Provisions of this Contract including General Terms which shall explicitly or by nature of things remain in force even after this Contract ends, shall remain valid and in force also after this Contract ends. Among others, provisions regarding confidentiality obligations, delivery, personal data protection, ban of transfer of receivables against the Supplier, etc. shall remain valid and in formce even after the Contract ends.
- 8.34 Wherever these General Terms refer to "signing of the Contract" or "concluding the Contract", it shall be deemed the moment, when the Contract is signed by both Contracting parties, or rather when the Contract is signed by the latter of both Contracting parties, unless the nature of things propose otherwise.

#### Article IX. Sanctions

9.1 If the Contract was concluded for an indefinite period of time with a Minimum term of Contract and the Contract was terminated before the end of the Minimum term of Contract due to one of the following reasons:

- a) termination on the part of the Subscriber (regardless of the reasons),
- b) withdrawal of Contract by the Supplier due to reasons stipulated in Clause 8.14 of these General Terms,
- c) termination of Contract by the Supplier due to reasons stipulated in Clause 8.14 of these General Terms, or
- d) withdrawal of the Subscriber's consent to process his/her personal data (if the Subscriber is a natural person),

the Subscriber shall be obliged to pay to the Supplier a contractual penalty amounting to the multiple (product) of the Lump fee payment for one month including VAT and the number of all months or parts of months remaining until the end of the Minimum term of Contract.

9.2 If the Contract was concluded for a definite period of time and the Contract was terminated due to one of the following reasons:

- a) withdrawal of Contract by the Supplier due to reasons stipulated in Clause 8.14 of these General Terms,
- b) termination of Contract by the Supplier due to reasons stipulated in Clause 8.21 of these General Terms, or
- c) withdrawal of the Subscriber's consent to process his/her personal data (if the Subscriber is a natural person),

the Subscriber shall be obliged to pay to the Supplier a contractual penalty amounting to the multiple (product) of the Lump fee payment for one month including VAT and the number of all months or parts of months remaining until the end of the definite period of time for which the Contract was concluded.

9.3 Provisions of Clauses 9.1 and 9.2 shall be applicable also when the PAYG form of payment is concluded. The Supplier is entitled to debit the Subscriber's Credit by the amount equal to the contractual penalty according to Clauses 9.1 or 9.2 after the very moment when the claim for the contractual penalty arised under Clause 9.4 first sentence of this Article. This act shall be deemed as unilateral offset of Supplier's claim for contractual penalty and Subscriber's remaining Credit; Subscriber gives his consent with hereabove. Should the remaining Credit be lower than the contractual penalty, the Subscriber is obliged to pay the exceeding part of the contractual penalty in accordance with Clause 9.4 second sentence of this Article.

9.4 The Supplier shall become entitled to claim the contractual penalties specified in Clauses 9.1 and 9.2 of this Article at the moment of delivery of the notice of termination or notice of withdrawal from the Contract to the respective Contracting party, or upon delivery of the notice revoking the Subscriber's consent to process its personal data to Supplier (applies to Subscribers who are natural persons). The contractual penalties specified in Clauses 9.1 and 9.2 shall be payable within 10 days from the date as of which the Supplier became entitled to claim such contractual penalties in accordance with the previous sentence of this Clause even without having to issue an invoice or reminder to the Subscriber to pay such penalties; this is not applicable by PAYG form of payment where the contractual penalty shall be due immediately at the moment when the Supplier becomes entitled to claim it in accordance with the first sentence of this Clause.

9.5 The Contracting parties have agreed that should the Subscriber after termination of the Contract fail to return to the Supplier the Supplier's telecommunications devices, including their accessories, in a due and timely manner, the Supplier shall become entitled to claim from the Subscriber a contractual penalty in the amount equal to the value of provided Supplier's telecommunications device specified in Service specification. The Supplier becomes entitled to claim the contractual penalty specified in the previous sentence at the moment as of which the Subscriber should have returned the Supplier's telecommunications device. Should the Subscriber return the device at a later date, this shall not affect the arising and duration of the Supplier's entitlement to a contractual penalty in accordance with this Clause.

9.6 If the Contract ended due to Supplier's withdrawal from the Contract for reasons stated in Clause 8.14 of these General Terms, the Supplier becomes entitled at the moment of ending the Contract to claim a contractual penalty equal to Installation fee incl. VAT, which shall be due no later than 10 day after the Contract ended.

9.7 Should the Subscriber be in delay with the payment of any of his/her monetary obligation to the Supplier, the Supplier shall be entitled to claim a contractual penalty equal to 0.05 % from the due amount for each calendar day.

9.8 The contractual penalty pursuant to Clause 9.7 of these General Terms shall be due on the date of delivery of a notification to the Subscriber stating the obligation to pay the respective contractual penalty; the notification can be made in writing and delivered to the Subscriber's contact address or in electronic form and delivered to the Subscriber's contact e-mail, whereby the notification of the contractual penalty shall be deemed delivered after it has been sent in line with Clause 9.7 in electronic form to the Subscriber's contact e-mail.

9.9 When the Remuneration or a part thereof has not been paid as due, when any contractual penalty or a part thereof has not been paid as due, or in the case of default in the fulfilment of any other monetary or non-monetary obligations of the Subscriber, the Supplier shall have the right to immediately send a payment notice to the Subscriber. The payment

notice shall be sent via e-mail to the Subscriber's contact e-mail or in writing to the Subscriber's contact address, at the discretion of the Supplier. The payment notice shall be deemed sent and delivered to the Subscriber when sent in electronic form to the Subscriber's contact e-mail. The Supplier shall have the right to send payment notices to the Subscriber even repeatedly. The Subscriber undertakes to pay to the Supplier for each payment notice sent to the Subscriber a fee in accordance with the Price list.

- 9.10 Sending an invoice to the Subscriber where any contractual penalty or other sanction is being invoiced shall be deemed to be also a notice or reminder sent to the Subscriber to pay such penalty/sanction; all provisions of this Article regarding the claims for contractual sanctions and their due terms remain unaffected by this Clause.
- 9.11 Any damage claims of Contractual parties remain unaffected by any and all provisions concerning contractual penalties included in this Article and other parts of the Contract.
- 9.12 All claims for contractual penalties under this Article of General Terms shall remain valid and in force also after termination of this Contract.

#### **Article X. Protection of Personal Data and information about the Subscriber**

- 10.1 The provisions of this Article as well as any other provisions of these General Terms and the Contract pertaining to personal data protection shall be binding on and applicable to the Contracting parties if the Subscriber is a natural person.
- 10.2 By signing the Contract the Subscriber grants the Supplier and VNET consent to process the Subscriber's personal data in accordance with Section 11 of the PDPA, within the scope and for the purposes stipulated below in this Article of the General Terms.
- 10.3 The Subscriber grants the Supplier and VNET its consent to obtain and process personal data pertaining to it within the following scope:
  - a) name, surname and academic title (if any), or surname at birth
  - b) date of birth,
  - c) birth number,
  - d) permanent residence, or temporary residence or contact address,
  - e) state citizenship,
  - f) ID card number or number of another identification document,
  - g) phone and e-mail contact,
  - h) type of provided service,
  - i) amount of paid and unpaid monetary and non-monetary obligations,
  - j) corporate ID, tax ID, VAT ID, name and place of business (if any)
  - k) other information necessary for the due provision of the Service in accordance with the Contract and for other statutory purposes.
- 10.4 The Subscriber grants the Supplier and VNET its consent to process personal data pertaining to it for the following purposes:
  - a) signing of the Contract including any amendments or termination of Contract,
  - b) invoicing, receiving and registration of Subscriber's payments, registration of unpaid monetary or non-monetary obligations, and other claims of the Supplier against the Subscriber,
  - c) assignment of claims towards the Subscriber to third parties,
  - d) preparation of lists and databases of Subscribers and provided Services,
  - e) statistical purposes,
  - f) marketing purposes,
  - g) performance of obligations set forth in the Contract and other obligations of the Supplier arising from the Contract including these General Terms,
  - h) performance of other activities and obligations arising from the Contract and other legal regulations of the Slovak Republic.
- 10.5 The Supplier and VNET shall obtain and process personal data to ensure due and timely Service provision in accordance with the Contract, performance of obligations required by legal regulations of the Slovak Republic, possibility of due enforcement of the Supplier's rights and claims against the Subscriber in and outside a court of law, including monetary claims of the Supplier against the Subscriber and the possibility of assigning such claims to third parties. The Supplier and VNET shall obtain and process personal data in order to inform Subscribers about the kind, price, manner, scope and quality of services provided by the Supplier and VNET or a change thereto, as well as for marketing purposes to inform the Subscriber about the goods and services provided by the Supplier or any of the VNET Group companies, as well as to inform the Subscriber about planned breaks and limitation of provided Service.

- 10.6 The Supplier and VNET shall process personal data both in electronic and written form for the term of the Contract, and after its termination for 4 years from the day of Contract termination, complete settlement and fulfilment of all rights and obligations of the Contracting parties arising out of the Contractual relationship, lapse of all limitations periods pursuant to the Commercial Code or the Civil Code, or lapse of the time limits for compulsory storage of personal and other information in accordance with respective legislation, whichever comes last. The Supplier and VNET shall destroy all personal data once their processing is completed.
- 10.7 By signing the Contract, the Subscriber confirms that it was informed by the Supplier in accordance with Section 15 subsection 1 of the PDPA and Section 56 subsection 4 of the Act prior to signing the Contract, which personal data are being collected and processed for what purpose, for how long, and on what legal grounds (on the basis of a written consent of the Subscriber granted by signing the Contract). The Subscriber has agreed that its personal data can be obtained by copying, scanning or other methods of recording onto information media in accordance with Section 15, subsection 6 of the PDPA.
- 10.8 The Subscriber agrees that the Supplier or VNET as the provider pursuant to the PDPA entrusts, by virtue of a written contract, processing of personal data to a third party, i.e. intermediaries pursuant to the PDPA. The Supplier or VNET shall publish information about entrusting the processing of personal data to an intermediary or about a change of the intermediary processing the data at the VNET website, by doing which their obligation imposed by Section 8, subsection 6 of the PDPA shall be deemed met.
- 10.9 The Subscriber agrees that the Supplier and VNET shall be authorized to provide its personal data as well as all the information related to the legal relationships established by the Contract to both domestic and foreign third parties to which the Supplier or VNET assigns claims against the Subscriber. The Subscriber also acknowledges and agrees that the Supplier and VNET shall have the right to provide personal data even in cases not considered a breach of the confidentiality obligation pursuant to the provisions of Article XIX of the General Terms.
- 10.10 The Subscriber shall have the right to revoke its consent to process its personal data at any time by delivery of a written notification to the Supplier's contact address; a notification sent in electronic form shall be deemed null and void. In the notification sent pursuant to the previous sentence it must be clearly stated that the Subscriber revokes its consent to process its personal data, i.e. the following Subscriber's identification data - name and surname or business name of the Subscriber, permanent residence or place of business of the Subscriber, date of birth of the Subscriber, date and signature of the Subscriber - otherwise it shall not be taken into account and shall be deemed ineffective. The Subscriber acknowledges and agrees that from the day of delivery to the Supplier of the complete written notification revoking its consent to process its personal data in accordance with this Clause, the Contract shall be terminated immediately and the Subscriber may become obligated to pay to the Supplier a contractual penalty pursuant to respective provisions of these General Terms (e.g. if the Contract terminated before the lapse of the Minimum term of Contract).
- 10.11 By signing this Contract the Subscriber his consent to record all future telephone calls with the Supplier or any other company of VNET Group.

**Article XI.  
Defects, Defect Reporting, Defect Removal and other Service Terms**

- 11.1 The Subscriber shall be obliged to immediately inform the Supplier of any and all defects, outages, limitations or other issues related to the quality of the provided Service (hereinafter as "defects" and "defect notification") by e-mail sent to the Supplier's contact e-mail or by making a phone call to the Service numbers. The Defect notification has to include the Subscriber's identification data, Contract number, Connection location, and the nature of the defect, otherwise the defect notification will be deemed incomplete and the Supplier does not have to take it into account.
- 11.2 When the Supplier receives a complete defect notification from the Subscriber, it shall confirm receipt of the defect notification by sending an e-mail to the Subscriber's contact e-mail or by phone without an undue delay, however, within 3 business days from the date as of which the complete defect notification was received from the Subscriber (hereinafter as "confirmation of receipt of the defect notification"). Sending a confirmation of receipt of the defect notification shall not mean automatically acceptance of the complaint. The Supplier may (however is not obliged) to confirm also receipt of an uncomplete or unclear defect notification; sending a confirmation of receipt of such (uncomplete) defect notification shall not mean that the complaint/defect notification is effective, that the Supplier shall deal with it or that the period stated in this Article shall start to lapse. If the defect notification which was made by the Subscriber by a phone call to Service numbers, such telephone call shall be deemed as receiving of defect notification under the condition that such defect notification is complete; if that is the case, no other separate confirmation of receiving a defect notification is required.
- 11.3 Until the moment of delivery of the complete defect notification to the Supplier in accordance with Clause 11.1 of this Article and the sending of confirmation of receipt of the defect notification, or until the vain expiry of the time period for sending such notification pursuant to Clause 11.2 of this Article, the Supplier shall not be obliged to remove the

defect or start removing it, and the Subscriber shall not be entitled to any Remuneration discount regardless of the existence of the defect or the person who caused such defect; until such moment the Subscriber is obliged to pay the full Remuneration to the Supplier regardless of the Service quality defect.

- 11.4 The Supplier shall be responsible for the defects only when the defect was caused by a culpable act of the Supplier and only if the defect has occurred up to the Place of Service delivery within the meaning of Sec. 2 subsec. 3 of the Act. The Supplier shall not be responsible for any defects to the Subscriber's terminal (e.g. the Subscriber's computer, or another Subscriber's hardware or software equipment, etc.) or defects occurring within a network section behind the Place of Service delivery. The Supplier shall be responsible for provision of the Service in agreed quality and parameters (e.g. speed of transferred data) only in the Place of Service delivery within the meaning of Sec 2 subsec. 3 of the Act, not being such Place of Service delivery.
- 11.5 In the case of a defect for which the Supplier is responsible, the Supplier shall start removing the defect at the latest within the time period stated for the respective type of service in SLA effective as to the date when the defect was reported to the Supplier (such as "time for beginning of the service", etc.). Period for starting removing the defect starts to lapse at the moment when the defect was duly reported to the Supplier according to these General Terms.
- 11.6 SLA may state for a specific type of data service also time to repair the defect; if that is the case, the Supplier shall repair (remove) the defect he is responsible for in the period specified for the respective type of service in SLA effective as to the date when the defect was reported to the Supplier. Time to repair starts to lapse from the moment when the period for starting removing the defect under Clause 11.5 elapses (expires). Time to repair the Service (as a type of data service agreed in the Service specification of this Contract) is applicable only if SLA explicitly states such period (e.g. by stating "time for removal of the defect").
- 11.7 If SLA does not state an explicit time to repair for the Service (as a type of data service), the Supplier shall remove the defect in appropriate time in respect to the character and other circumstances of the defect.
- 11.8 If the defect is to be removed in/on Relevant Premises (e.g. on lines in common premises of apartment houses, in telecommunication room in administration buildings or apartment houses, etc.) time to repair the defect shall be extended by the time when the Supplier was not granted necessary access to the respective real estate/premises (Relevant Premises) by the owner/owners; that shall be applicable also in proceedings under Clauses 11.6 and 11.7 of these General Terms. Provisions of this Clause shall be applicable also in case of absence of the Owner's consent within the meaning of Clause 5.2 of these General Terms.
- 11.9 If the Supplier fails to remove (repair) the defect for which it is responsible for within the time period specified in Clause 11.6 of this Article, the Subscriber shall have the right to demand from the Supplier a Lump fee payment discount which is adequate based on the ratio of the Service drop-out period (in minutes) in decisive period (month/year) and the complete duration of the decisive period (in minutes), however, maximum discount up to the amount of the Lump fee payment applicable for the decisive period. Prior announced breaks/limitations of the Service by the Supplier under Clause 12.1 of these General Terms shall not be considered as Service drop-out period within the meaning of the previous sentence. The Subscriber shall claim the right for discount by the Supplier no later than 3 months after the defect was reported to the Supplier either in electronic form to Supplier's contact e-mail or in written to Supplier's contact address; otherwise the right for discount expires. The discount shall be included in the next invoice for Services issued to the Subscriber.
- 11.10 If SLA does not state otherwise, for calculation of period for starting removing the defect and period of time to repair it shall be deemed that the working hours are from Monday to Friday between 8 a.m. to 5 p.m. excluding bank holidays. The exact time of reporting the defect to the Supplier shall be decisive whether the period for non-working hours or working hours shall be applicable (i.e. time of ending the telephone call where the Subscriber reported the defect or time when the email message was delivered to the Supplier email box). If the report was made in written, it shall be deemed that the defect was reported on at 8 a.m. of the next working day after the letter with defect report was delivered to the Supplier.
- 11.11 Service availability stated in SLA for respective type of data service, event. availability of the Service stated in the Service specification, is expressed in percentage and shall be applicable to the time period as stated in SLA or Service specification (e.g. month, year). If there is no time period for calculation of Service availability included in the Service specification, the service availability for respective same type of data service as stated in SLA shall be applicable; otherwise period of a month. Should the applicable time period be a month according to SLA, Service specification or previous sentence, the applicable length of a month shall be the average duration of a month equal to 365/12. Should the applicable period be a year, the length of a year shall be 365 days. Availability time shall be calculated down to minutes in respective applicable time period; that means that the service availability time represents a percentage of minutes when the service shall be available in proportion to number of all minutes in applicable time period (in average time, year, etc.). Any breaks/drop-outs or limitations of Service about which the Subscriber is informed ahead under Clause 12.1 of these General Terms (esp. due to service of network) shall not be deemed as time when the Service is not available.

**Article XII.  
Other Terms of Service Use**

- 12.1 Time availability for specific types of data services is in SLA. If SLA does not state for the respective type of data service otherwise, service availability shall be calculated down to minutes in the period of a calendar month. However, time when the Service is not available due to breaks or limitations which were announced to the Subscriber in advance (especially for provision of regular service and maintenance of VNET Network) shall not be taken into account when calculating time of service availability; prior notification of planned break/limitation/unavailability of Service may be delivered to the Subscriber also in electronic form to Subscriber's contact e-mail.
- 12.2 Within the provided Service there shall be no limitation within the scope of Art. 44 sec. 2 letter b) item 2 of the Act.
- 12.3 Measurements performed by the Supplier focusing on the prevention of network connection overloading shall have no impact on the quality or speed of the provided Service.
- 12.4 Should the Subscriber threaten to breach or breach the security or integrity of the network (VNET Network or network of a third person), the Supplier shall have the right to temporarily interrupt or limit provision of the Service to the Subscriber until such time that the security and integrity of the network is guaranteed; the Subscriber shall not be entitled to claim any Remuneration discount in this case.

**Article XIII.  
Supplier's telecommunications devices**

- 13.1 As part of the Service provision and for the term the Service is provided on the basis of the Contract, the Supplier usually provides to the Subscriber the Supplier's telecommunications devices needed to duly use the provided service. Such devices are provided either for a payment or free of charge. If the proper use of the Service requires the use of such hardware devices (e.g. modem, router, etc.) the Subscriber shall take over the Supplier's telecommunications devices upon the Service commissioning and confirm their take-over by signing the Take-over protocol. Otherwise the Supplier becomes entitled to unilaterally withdraw from the Contract with immediate effect and without any sanctions. However, the Supplier does not provide the Subscriber with batteries to remote controls or other technical equipment (even if case they are provided together with the Supplier's telecommunication device), which the Subscriber is obliged to buy or change on his own costs.
- 13.2 While Service is being provided, the Subscriber shall not have the right to repair, alter or otherwise modify the Supplier's telecommunications device or allow any third parties to do so, even due to negligence.
- 13.3 The Subscriber shall protect the Supplier's telecommunications device from damage, loss, and destruction. The Subscriber shall use the Supplier's telecommunications device only for the purposes related to the provision of the Service on the basis of the Contract and in accordance with the received user manual for such device, or in a way such devices are normally used. The Subscriber is responsible for and must ensure that the obligations stipulated in this Clause and Clause 13.2 will also be observed by any third parties having access to the Supplier's telecommunications device.
- 13.4 The Subscriber may replace the received Supplier's telecommunications device for a different one only with the previous written consent of the Supplier. When using a different device than the received Supplier's telecommunications device, even if consent to do so has been granted in accordance with the previous sentence, the Supplier shall not be responsible towards the Subscriber for any Service defects and faults, and the Subscriber loses entitlement to any discounts for the provided Service or any right to withdraw from or terminate the Contract on the grounds of the Service not being duly provided.
- 13.5 In the case of a breach of the obligations stipulated in Clauses 13.2 through 13.4 of this Article, the Supplier shall not be responsible towards the Subscriber for any Service defects and faults. In the case of a breach of the obligations stipulated in Clauses 13.2 through 13.4 of this Article, the Subscriber shall be responsible towards the Supplier for occurred damage.
- 13.6 Unless the Contract or these General Terms stipulate otherwise, the rights and obligations of the Contracting parties pertaining to the free lending of the telecommunications devices to the Subscriber within the scope of the legal relationship pertaining exclusively to lending the telecommunications devices to the Subscriber shall be governed by the provisions of Section 659 et seq. of the Civil Code on loan contracts.
- 13.7 After the termination of the Contract the Subscriber shall return on his own costs (other wise the Supplier shall not accept it) the Supplier's telecommunications device (including their accessories like remote controls, etc.) to the Supplier's contact address within 14 days from the date of Contract termination at the latest, either by personally delivering it to the Supplier's contact address or by sending it to the Supplier's contact address. When returning the Supplier's telecommunications device in both the cases described above, the Subscriber must state the Subscriber's

identification data and the Contract number otherwise the obligation of the Subscriber to return the Supplier's telecommunications device shall not be deemed fulfilled.

- 13.8 Subscriber shall return the Supplier's telecommunications device (including its accessories) functional and in the same state/shape as it was handed over to the Subscriber, taking into account a usual usage conditions. The Supplier shall have the right to refuse taking over the Supplier's telecommunications device from the Subscriber if does not meet the criteria described in previous sentence.
- 13.9 When the Subscriber does not return the Supplier's telecommunications device including its accessories duly and time according to this Article of General Terms, the Subscriber shall pay the Supplier a contractual penalty according to Clause 9.5 of these General Terms.
- 13.10 Electricity and all costs for electricity needed for the usage and functioning of the Supplier's telecommunications device throughout the whole term of Contract duration shall be secured and supplied by the Subscriber on his own responsibility.

#### **Article XIV. Liability for Damage**

- 14.1 The Supplier shall be liable for any and all damage caused by a violation of its statutory or contractual obligations only under the General Terms and up to the amount agreed between the Contracting parties in this Article.
- 14.2 The Contracting parties have agreed that in the case of a violation of any contractual or statutory obligation of the Supplier in connection with the Contract or provision of Services, the Supplier shall only be liable for the caused material damage within the limit of the amount of Lump fee payment without VAT payable for a period of one month. The Supplier shall not be liable to the Subscriber for any lost profit, not even if the profit was lost due to a damage-causing event. The Supplier shall not be liable to the Subscriber for any other (non-material) damage (e.g. damage of reputation, loss or limitation of social status, etc.)
- 14.3 The Supplier shall not be liable to the Subscriber for any loss/damage suffered by the Subscriber due to breach of obligations, illegal acts or omission of act, by the Subscriber or a third party. The Supplier shall not be liable for any damage suffered in consequence of circumstances which the Supplier could not have influenced or foreseen (e.g. natural disasters, Force Majeure). The Contracting parties have also agreed that the following circumstances shall be deemed circumstances excluding liability of the Supplier:
- a) impossibility to duly provide Services due to a culpable act (or omission of act) of the Subscriber,
  - b) power outages in the Place of Service delivery, Connection location or Relevant Premises, which were not caused by the Supplier,
  - c) disconnection or damage to VNET Network or other networks used for provision of Services due to circumstances which were not cause by culpable act of the Supplier, especially disconnection or damage of underground or overground network lines (cables) by the Subscriber or any third party,
  - d) the owner/owners of Relevant Premises did not allow the Supplier or other person authorised by the Supplier to enter/access the Relevant Premises in order to solve/repair the defects, as well as omission of cooperation by the Subscriber or owner/owners of the Relevant Premises which is needed for solving / repair of the defect; the same shall be applicable also if the owner/owners of Relevant Premises allow the necessary access late or in limited scope which was not sufficient for complete removal/repair of the defect within periods agreed in the Contract,
  - e) Subscriber's breach of obligation derived from this Contract or legislation which directly or indirectly gave cause to emergence of damage or which contributed to the emergence of damage,
  - f) damage was caused (also) by the Subscriber or third person,
  - g) while rendering the Service the Supplier's telecommunications device had been replaced without previous written consent of the Supplier.
- 14.4 The Subscriber shall not have the right to claim damages and the Supplier shall not be liable for any damage or loss caused by a breach of the Subscriber's preventive obligation stipulated by legal regulations (in particular Sections 415 et seq. of the Civil Code) or breach of the Subscriber's obligation set forth in the Contract including these General Terms or in the generally binding legal regulations of the Slovak Republic, or by a breach of obligations specified in the user manuals received by the Subscriber from the Supplier.
- 14.5 The Supplier shall not be liable for any damage caused by unauthorized modifications of the Supplier's telecommunications device or the VNET network carried out by the Subscriber or a third party. The Supplier is equally not liable for any damage caused by the inappropriate use or placement of the Supplier's telecommunications device by the Subscriber.

- 14.6 The Supplier shall not be liable for the protection of the Subscriber's terminal against potential internet threats (e.g. viruses, SPAM, and other threats) related to the nature of the Internet, in particular its openness towards the other users of Internet access anywhere in the world.
- 14.7 The Supplier shall not be liable for any damage or loss of data saved on Subscriber's terminal.
- 14.8 The Supplier shall not be liable for content, extent and security of any data transferred through the internet network either by the Subscriber or third persons.

#### **Article XV. Amendment of Contract**

- 15.1 Unless stipulated otherwise in these General Terms, the actual Contract (without the General Terms) can only be amended by a consent of both Contracting parties and such amendment shall have the form of a written amendment to the Contract.
- 15.2 By a written amendment the Contractual parties may amend any part of the Contract including the Service specification. Should the amendment include a Minimum term of Contract (Commitment time) it shall be deemed that by signing an amendment to the Contract a new Minimum term of Contract as stated in the amendment shall begin to lapse. The "Minimum term of Contract" shall be in such a case deemed to be the period stated in the amendment, or rather in the Service specification in its effective wording including the signed amendment.
- 15.3 The Contracting parties have agreed hereby that the Contract may also be changed in other than written form provided that the conditions stipulated in Clause 15.4 of this Article are fulfilled and provided that the change of the Contract lies in extension of the Service (its parameters) with parallel increase of the Remuneration or parallel prolongation of the term of Contract if the original Contract was agreed for an indefinite period of time (hereinafter as "**Additional change of Service**"). A change of the Contract in other than written form is explicitly not possible especially when a new electronic communication service or other service is to be provided, when the Remuneration is to be decreased or when the scope of Service or its parameters is to be decreased, etc. In order to avoid any misunderstandings, the Subscriber's payment of the increased Remuneration based on Additional change of Service shall be always deemed as Subscriber's consent with the Additional change of Service as well as with the increased Remuneration.
- 15.4 The Additional change of Contract within the scope of Clause 15.3 of this Article, may be performed by the Contracting parties in either of following forms other than written form:
- a) in electronic form by sending an email of either of the Contracting parties to the other respective Contracting party to Subscriber's contact e-mail or Supplier's contact e-mail including a proposal of Contract amendment, which must be accepted by the other Contracting party by an email including explicit approval of the Contract amendment and sent to the proposing party without undue delay, but no later than 14 days, after delivery of the email with proposal of Contract amendment; otherwise the proposal for Contract amendment shall be deemed to be refused by the other Contracting party,
  - b) by telephone,
  - c) in electronic through Client zone, or
  - d) other form accepted by the Supplier if it includes a clear will of both Contracting parties to amend the Contract and clear specification of their rights and liabilities.
- 15.5 The provisions of this Article shall not affect the Supplier's right to unilaterally change the General Terms in accordance with Article XVI. of these General Terms, or the Price list or SLA, whereby such changes shall also be deemed as an amendment to the Contract. Additional change of Contract under Clause 15.3 of this Article shall not be deemed as a change of General Terms and Art. XVI. of General Terms shall not be applicable in this case.

#### **Article XVI. Amendment of the General Terms**

- 16.1 The Contracting parties have agreed that the Supplier shall have the right to unilaterally change and amend at any time the wording of the General Terms (hereinafter as the "Amendment of the General Terms").
- 16.2 The Supplier shall be obliged to notify the Subscriber of any substantial Amendment of the General Terms at least 30 days prior to the proposed day of effectiveness of the substantial Amendment of the General Terms by an email sent to the Subscriber's contact e-mail or in writing to the Subscriber's contact address or using the short messaging service (SMS). The Supplier's obligation to notify the Subscriber of a substantial Amendment of the General Terms shall be deemed met even if the Supplier sends an email to the Subscriber's contact e-mail stating that there will be an Amendment of the General Terms, and that the wording of such Amendment of the General Terms can be found at the VNET website. A failure to meet the Supplier's obligation stipulated in this Clause shall not affect the validity and effect of the Amendment of the General Terms.

- 16.3 The Supplier shall be obliged to publish the full wording of any substantial Amendment of the General Terms on the VNET website at least 30 days before the Amendment of the General Terms takes effect, and display it there until the day as of which the Amendment of the General Terms becomes effective.
- 16.4 Should the Subscriber disapprove of (disagree with) the substantial Amendment of the General Terms, the Subscriber shall have the right to unilaterally withdraw from the Contract without any sanctions at the latest within one month from being notified of the given substantial Amendment of the General Terms of which the Subscriber was informed in accordance with Clause 16.2. of these General Terms. If the Supplier failed to notify the Subscriber of the substantial Amendment of the General Terms in accordance with Clause 16.2 of these General Terms, the Subscriber shall have the right to unilaterally withdraw from the Contract within one month from the date as of which it learned of this substantial Amendment of the General Terms, however, within three months from the date of effect of the substantial Amendment of the General Terms at the latest, otherwise its right to withdraw from the Contract shall expire (cease to exist).
- 16.5 The Subscriber shall have the right to withdraw from the Contract in accordance with Clause 16.4 of this Article only when the Amendment of the General Terms is a substantial one. The Contracting parties have agreed that the following shall be deemed to be a substantial Amendment of the General Terms in accordance with Section 44, subsection 7, paragraph a) of the Act and subsection 8 letter a) of the Act: an increase of the Lump fee payment or the Tariff payment, an increase of the contractual penalties charged to the Subscriber or such change to these General Terms which significantly limits the rights or significantly extends the obligations of the Subscriber. Any Amendments of the General Terms other than those stipulated in the previous sentence shall not be deemed to be a substantial Amendment of the General Terms pursuant to these General Terms and the Act. The Contracting parties state explicitly that the following shall thus not be deemed a substantial Amendment of the General Terms:
- a) Amendment of the General Terms comprising only a formal change of the General Terms which does not affect the Subscriber's rights and obligations, or does not affect them in a substantial manner,
  - b) Amendment of the General Terms which in comparison to the original General Terms only introduces more favorable conditions for the Subscriber,
  - c) Amendment of the General Terms which only introduces a change in the territorial jurisdiction of the court for the purposes of dispute settlement between the Contracting parties, or which cancels the agreed optional territorial jurisdiction of courts,
  - d) Amendment of the General Terms expanding the confidentiality obligations of the Contracting parties, as well as a change of the General Terms pertaining to the protection of personal data,
  - e) Amendment of the General Terms changing the terms of payment but not the amount of the Remuneration,
  - f) Amendment of the General Terms comprising only of a change of the Supplier's identification data, change of the Supplier's contact address, change of the Supplier's contact e-mail or change of Service numbers,
  - g) change of the Complaints Code of Practice, i.e. a change of Art. VII. of the General Terms,
  - h) change of the Price list which has no impact on the amount of the Lump fee payment or the Tariff payment, or change of Price list in items which are not applicable for the Service provided under the Contract,
  - i) addition of new Special provisions of General Terms,
  - j) change of SLA and Price list regarding services which are not provided under the Contract,
  - k) change in the Definition of Terms stipulated in Art. I of these General Terms,
  - l) change of SLA in favor of the Subscriber.
- 16.6 The Subscriber shall not have the right to withdraw from the Contract due to an Amendment of the General Terms if such amendment was directly or indirectly caused by a change of a generally binding regulation or by a resolution of a public administration authority or an European Union authority. The Subscriber shall not have the right to withdraw from the Contract or terminate the Contract in the case of an Amendment of the General Terms which does not have the nature of a substantial Amendment of the General Terms as described in this Article. The Supplier shall not be obliged to inform the Subscriber of an Amendment of the General Terms that is not considered substantial. The Supplier shall be obliged to display any Amendment of the General Terms not considered substantial on the VNET website from the date of effect of such unsubstantial Amendment of the General Terms; the General Terms shall be deemed published in accordance with this sentence even when the current effective wording of the complete General Terms is published.
- 16.7 A withdrawal from the Contract by the Subscriber pursuant to Clause 16.4 of this Article needs to be made in writing, needs to be sufficiently clear and unequivocal, with a distinctive reason for withdrawal including specification of the Amendment of the General Terms as a consequence of which the Subscriber intends to withdraw from the Contract, it needs to include a date and be signed by the Subscriber, and delivered to the Supplier's contact address within the time limit stipulated in Clause 16.4 of this Article, otherwise it shall be deemed invalid and ineffective, and the Supplier will not have to take it into account; the same applies adequately also for a withdrawal made only in electronic form. Provisions of Clause 8.12 of these General Terms concerning an Incomplete withdrawal shall be applicable adequately also in this case (including the choice of the Supplier to accept an Incomplete withdrawal implicitly by termination of provision of the Service). Subscriber's withdrawal from the Contract due to an Amendment of the General Terms which is not considered a substantial Amendment of the General Terms shall be null and void.

- 16.8 If the Supplier provides to the Subscriber on the basis of the Contract more than one Public services in accordance with the Act, the Subscriber shall have the right to withdraw from the Contract in accordance with this Article of the Contract only with regard to that Public service or part of the Public service directly affected by the reason for withdrawal, or the provision of which cannot be technically separated from the Public service to which the reason for withdrawal directly pertains.
- 16.9 The provisions of this Article and the possibility to withdraw from the Contract due to the reasons indicated in Clause 16.4 of this Article shall pertain exclusively to the Public services pursuant to the Act. If on the basis of the Contract the Supplier also provides other than Public services, the Subscriber may not withdraw from the Contract in accordance with Clause 16.4 of this Article with regard to other than the Public services; a withdrawal from the Contract in accordance with Clause 16.4 (provided it is effective) shall not affect the effectiveness and validity of the Contract with regard to other than the Public services, if, considering their nature, they can be separated.
- 16.10 If a valid and complete notice of withdrawal from the Contract is delivered to the Supplier before the date of effect of the substantial Amendment of the General Terms, this Contract shall be terminated on the day preceding the day as of which the substantial Amendment of the General Terms is to become effective. If a valid and complete notice of withdrawal from the Contract is delivered on the day of effect of the Amendment of the General Terms or later within the foreclosure period specified in Clause 16.4, this Contract shall be terminated on the day of delivery of the valid and complete notice of withdrawal from the Contract to the Supplier.
- 16.11 If the Subscriber submits a notice of withdrawal from the Contract in accordance with this Article, the Subscriber may revoke it until the date of Contract termination.
- 16.12 From the date of effect of the Amendment of the General Terms (either substantial or not), the General Terms shall be binding on both Contracting parties in their changed or amended wording.
- 16.13 After the Amendment of the General Terms becomes effective, the Supplier shall be obliged to display on the VNET website only the currently valid and effective wording of the General Terms.
- 16.14 Should the Subscriber disapprove of (disagree with) the substantial Amendment of the General Terms based on which it is in accordance with these General Terms and the Act entitled to unilaterally withdraw from the Contract, the Contracting parties may agree that the Subscriber shall continue to be bound by the original wording of the General Terms valid prior to the substantial Amendment of the General Terms, whereby such agreement needs to be made in writing and be signed by both Contracting Parties.

#### **Article XVII. Confidentiality Obligation**

- 17.1 The Contracting parties have agreed that all facts and information concerning this Contract and provision of Services (esp. those included in the Service specification and Other arrangements) shall be the subject of a business secret and are deemed confidential, unless stipulated otherwise in this Article (herein after as "Confidential information"). Provisions of this Article shall not be applied to facts and documents which are published on the VNET website.
- 17.2 During the term of the Contract, as well as after its termination, the Subscriber shall have the right to publish or disclose the Confidential information to any third party in any way whatsoever only with the previous written consent of the Supplier.
- 17.3 The Contracting parties have agreed that the confidentiality obligation shall not relate to making the Contract available to the legal representatives of the Contracting parties, submitting the Contract to a court or other state authority of the Slovak Republic, accounting and of the Contracting parties, auditors, and to making the Contract available to third parties or public authorities (incl. Entitled authorities) as part of meeting their statutory obligations or obligations imposed by a public authority by virtue of the law. By signing the Contract the Subscriber notes and agrees that the Supplier is entitled to disclose the Confidential information, the Contract, all facts and information included in the Contract as well as all other information regarding provision of Services (including the identification of Subscriber, Connection location, Subscriber's IP address, etc.) to criminal prosecution authorities and other Entitled authorities based on their request delivered to the Supplier, and that the Supplier is not obliged to inform the Subscriber about this fact.
- 17.4 The Contracting parties have also agreed that the confidentiality obligation specified in this Article shall not relate to the Supplier in the case of an assignment of claims against the Subscriber to a third party. In the case of an assignment of its claims, the Supplier shall have the right to make available and hand over this Contract and all the facts and written documents pertaining to the legal relationships with the Subscriber to a third party, which becomes the assignee of the respective claims even without the Subscriber's consent.
- 17.5 The following facts shall not be deemed Confidential information, and the confidentiality obligation does not apply to them:

- a) the fact that the Contracting parties have concluded the Contract and that based on it the Supplier provides Services to the Subscriber, and
- b) the right of the Supplier and VNET referred to in Clause 18.5 of the General Terms.

17.6 The provisions of this Article and confidentiality obligation shall not relate to criminal prosecuting authorities as well as courts of the Slovak Republic or other country.

#### **Article XVIII. Other Provisions**

- 18.1 By signing the Contract, the Subscriber confirms that upon signing the Contract for the provision of the Electronic communication service it was offered by the Supplier a contract for the same type of Electronic communication service as the one being the subject matter of the Contract with a term of contract of no more than 12 months.
- 18.2 If the Subscriber is a legal entity, by signing the Contract the Subscriber represents that the individuals acting on its behalf when signing the Contract are authorized to act on behalf of the Subscriber and thus sign the Contract without any limitations.
- 18.3 In accordance with the respective provisions of Act No. 147/2001 Coll. on advertising as amended, by signing the Contract the Subscriber gives its consent to the Supplier and VNET to send to the Subscriber's contact e-mail advertisements containing in particular advertising related to the goods and services provided by the Supplier, VNET or any of the VNET Group companies or third parties. The Subscriber shall have the right to revoke this consent at any time, either by sending an e-mail to the Supplier's contact e-mail or by sending a letter to the Supplier's contact address; even without stating the reasons for revocation.
- 18.4 The Contracting parties have agreed that all the Supplier's obligations derived from the Contract may be performed on behalf of the Supplier with regard to the Subscriber by any company from the VNET Group or any third person authorised by the Supplier, all these with the same effect as if the obligations were performed by the Supplier itself. The Subscriber undertakes to accept such performance provided on behalf of the Supplier.
- 18.5 The Contracting parties have agreed that the Supplier shall have the right to display free of charge the Subscriber's business name or other designation or trademark on the VNET website, in advertising, promotional or other documents for the purposes of stating a reference or stating the fact that the Supplier currently provides or has provided services to the Subscriber under a Contract (hereinafter as "References"). The Supplier's right specified in this Clause shall remain effective and applicable also after the termination of the Contract. The right to display the Subscriber's trademark in accordance with this Clause shall not constitute a license agreement, and the Subscriber shall not have the right to claim any payment or other performance from the Supplier for this. The Subscriber shall be entitled, even without stating any reason, to demand removal of Subscriber's References from the VNET website as well as termination of placing Subscriber's References by the Supplier.

#### **Article XIX. Price list**

- 19.1 The Supplier is entitled to unilaterally change the Price list and its up-to-date effective wording shall have published on VNET website.
- 19.2 Change of Price list shall have no impact as to the price items which were concluded by the Contracting parties in Service specification (e.g. Lump fee payment, Installation fee, etc.); the price of such items shall remain unchanged in spite of a change of Supplier's Price list. Due to the provision of previous sentence, the Subscriber shall have no right to withdraw or terminate the Contract because of a change of Price list.
- 19.3 Provided that due to a change of Price list a decrease of prices of those items, which represent the Remuneration (esp. Tariff payment) occurred, the Supplier may (however, not obliged) to invoice such items to the Subscriber in lowered new price; however, the Subscriber shall have no claim to request the lowered prices.

#### **Article XX. SLA**

- 20.1 An integral part of this Contract is also the SLA in its up-to-date effective wording. The Supplier shall have the effective wording of SLA published on the VNET website.
- 20.2 Any and all prior notified breaks, limitation or interruptions of the Services due to performance of maintenance works, repairs and services on VNET Network shall not be, in line with Clause 4.4 sec. g) of these General Terms, taken into

account when calculating the guaranteed availability of the Service or minimal availability of the Service; or shall not be taken into account within the scope as stated in SLA for specific type of service.

- 20.3 Guaranteed availability of the Service, i.e. minimal availability of the Service, shall be calculated down to minutes in the respective decisive period (as stated in SLA). If the decisive period for calculation of availability of the Service shall be a month, the length of a month shall be deemed the average duration of a month equal to 365/12. Should the decisive period for calculation of Service availability be a year, the length of a year shall be 365 days.
- 20.4 For the purposes of SLA the working time shall be deemed the time in working days from 8 a.m. to 5 p.m. The time (moment) when the Subscriber submits to the Supplier a complete and duly report of a defect shall be decisive whether the period for beginning of servis in working time or period for beginning of servis outside of wirking time shall be applicable.
- 20.5 If SLA contains a time to repair period, such period shall start to lapse after the period for beginning of service expires.

#### **Article XXI. Governing Law and Dispute Resolution**

- 21.1 The Contract shall be governed by the laws of the Slovak Republic.
- 21.2 The Contracting parties have agreed that any legal relationships not explicitly regulated by this Contract, including these General Terms, shall be governed by the respective provisions of the Act, the Commercial Code and the other legal regulations of the Slovak Republic.
- 21.3 The Contracting parties have agreed that in the case of a dispute arising between the Contracting parties in connection with the Contract, the dispute shall be resolved by a court of competent jurisdiction, namely the District Court of Bratislava V. If the substantive jurisdiction over the substance of the matter in the first instance lies with the Regional Court, territorial jurisdiction will lie with the Regional Court in Bratislava. This provision shall not affect the respective provisions of the legal regulations on substantive jurisdiction of courts and exclusive territorial jurisdiction of courts. The choice of the District Court of Bratislava V as the court of territorial jurisdiction shall also relate to the legal recovery of claims which the Subscriber or its legal successors may have against the Supplier due to unpaid Remuneration or a part thereof according to the Contract.
- 21.4 The possibility and right of the Supplier to submit its claims to a competent court of the Slovak Republic shall not be affected by the provisions of Article XXII (Out-of-court Dispute Settlement) of these General Terms.

#### **Article XXII. Out-of-court Dispute Settlement**

- 22.1 The Subscriber may submit a dispute with the Supplier to the Authority after a complaint procedure has been completed and the Supplier disapproves of the outcome of the complaint or the way in which it was handled.
- 22.2 The Subscriber's proposal to commence an out-of-court dispute settlement shall contain the following:
- name, surname and electronic or postal address of the Subscriber,
  - name and registered office of the Supplier,
  - subject matter of the dispute,
  - reasons for dissatisfaction with the outcome of the complaint,
  - proposed dispute resolution.
- 22.3 The proposal to commence an out-of-court dispute settlement shall be submitted by the Subscriber without an undue delay, however, within 45 days from the delivery of the complaint proceeding result at the latest.
- 22.4 The Subscriber and the Supplier may propose to include and supplement evidence, and present the documentation necessary for a substantive assessment of the dispute. The Authority shall be impartial to the dispute resolution and its outcome. The out-of-court dispute settlement shall be completed within 60 days from the date of submission of the complete proposal, in more complex cases within 90 days from the date of submission of the complete proposal.
- 22.5 The outcome of a successful dispute settlement shall be a written agreement binding on both parties to the dispute.

#### **Article XXIII. Acting on Behalf of the Subscriber**

- 23.1 The right to carry out legal acts on behalf of the Subscriber shall be governed by the respective provisions of the generally binding legal regulations, in particular the Civil Code and the Commercial Code.

- 23.2 The following provisions of this Article pertain exclusively to the right to carry out Technical operations on behalf of the Subscriber.
- 23.3 Technical operations may be carried out on behalf of the Subscriber only by the Statutory bodies, Account managers and Other authorized persons to whom the Supplier provided a PIN code in advance, provided that they can provide the correct PIN code to the Supplier when performing the Technical operation (when speaking on the phone or using a different method of communication). If during a phone call (or when using a different method of communication) the respective person provides the correct PIN code, the Supplier shall not be responsible for the caller not being a Statutory body, an Account manager or Other authorized person, or any other person authorized to carry out the respective Technical operation. The Subscriber is fully responsible and shall be obliged to ensure that no unauthorized person obtains the PIN code.
- 23.4 The Supplier sends the PIN codes using SMS (Short Messaging Service) to the Statutory bodies, Account managers and Other authorized persons to the mobile phone numbers specified in the Contract, the Take-over Protocol or in the Customer zone, whereby the PIN code is usually the same for all mentioned persons. When a new PIN code is generated, the Supplier sends it via SMS to the Statutory bodies, Account managers and Other authorized persons to the mobile phone numbers specified in the Contract, the Take-over Protocol or in the Customer zone. The Subscriber is fully responsible and must ensure that the mobile phone numbers to which the PIN code is being sent are actually owned by the persons authorized to receive the PIN code, so that the PIN code cannot be provided to any unauthorized persons. The Supplier is in no way responsible for the assignment of the mobile phone numbers (or devices with the SIM card with the respective phone number) specified by the Subscriber as the numbers for sending PIN codes.
- 23.5 The Supplier reserves the right to prevent access to the Customer zone or disable a Technical operation to be carried out by a Statutory body, an Account manager or Other authorized person using a phone or other means of communication, in particular, if such persons failed to provide the correct PIN code, password, authorized message or otherwise failed to authorize themselves, if the Supplier doubts their identity or there is a suspicion that a PIN code, password, or similar have been misused. The Supplier shall not be authorized or obliged to carry out a Technical operation if it was not provided the correct PIN code, password, authorized message or another form of authorization.
- 23.6 The Subscriber shall not have the right to make the PIN code, password or another form of authorization used in remote communication with the Supplier available to any third parties or persons employed (or in a similar relationship) with the Subscriber or any authorized representatives of the Subscriber.
- 23.7 If the Supplier was provided the correct PIN code, password or another form of authorization during a phone call or when using a different form of communication, the Supplier will be authorized to carry out the respective Technical operation, however, in no case will it be responsible for determining whether the person performing the respective operation is really a Statutory body, an Account manager, Other authorized person or any other person acting on behalf of the Subscriber. This responsibility lies entirely with the Subscriber.

#### **Article XXIV. Delivery**

- 24.1 Provision of Clauses 24.2 and 24.3 of this Article shall be applicable only if these General Terms do not state otherwise. Any and all provisions of other Articles of these General Terms regarding delivery or notification shall have priority of provisions of this Article.
- 24.2 All acts and written documents shall be delivered by the Contracting parties personally or via post in form of a recommended letter sent to the Subscriber's contact address or Supplier's contact address. A letter shall be deemed delivered to the recipient also if sent by post and the recipient does not pick up the letter at the post office within the designated period or if the letter is returned back to the sender as "undelivered" or "undeliverable" (for reason whatsoever); in such a case the date of delivery of such letter shall be deemed the 10<sup>th</sup> (tenth) day after sending the letter by post. Should the delivery be performed personally, the letter shall be deemed delivered to the recipient only if the recipient puts his confirmation on the copy of delivered document, states the date of the hand-over and the recipient puts his own signature on the copy. The Contracting parties hereby agree that also a letter refused to take over by the recipient shall be deemed delivered to the recipient while the date of its delivery to the recipient shall be the day when the recipient refused to hand over the delivered letter.
- 24.3 The Contracting parties are allowed to delivery acts and written notifications in electronic form only in those cases, when the General Terms allow them explicitly to do so; in such a case the Contracting parties shall deliver the documents to the Supplier's contact e-mail or Subscriber's contact e-mail unless these General Terms state other email address of either Contracting party. In case the act/notification is being delivered in electronic form, it shall be deemed delivered to the recipient at the very date of its sending to the other Contracting party on respective email address.

- 24.4 The Supplier is allowed to delivery the follofing acts/information to the Subscriber to Subscriber's contact e-mail: all acts regarding the provision of Service, technical acts, amendments or termination of the Contract or its part, invoicing and other matters regarding the way of payment of the Remuneration and other obligations, notification of breaks/interruptions and limitations of provided Service, processing of complaints, and claiming of any financial receivables including penalties; provisions of other parts of General Terms remain untouched.

**Article XXV.  
Internet connection**

- 25.1 If the Service specification (usually in sec. 1 of Service specification named "Type of service:") defines the provided service as "internet", "Internet", "internet connection" or similarly, the subject matter of the provided Service is the obligation of the Supplier to connect the Subscriber to the internet at the Connection location according to terms and technical parameters agreed in the Service specification of this Contract and obligation of the Subscriber to pay the Remuneration and Installation fee.

**Article XXVI.  
Data circles or data connection**

- 26.1 If the Service specification (usually in sec. 1 of Service specification named "Type of service:") defines the provided service as "Circle", "Data circle:" (*"Okruh"*) or defines the product (usually in sec. 2 of Service specification named "Product:") as "IPSEC VPN", "MPLS VPN", "L2 TP", "Native ethernet (dot1q tunel) or analogical name using similar technology, the subject matter of the provided Service is the obligation of the Supplier to provide the Subscriber with data connection in between the two or more points (locations) in accordance with terms and technical parameters agreed in the Service specification of this Contract; obligation of the Subscriber shall be to pay the Remuneration and Installation fee. Provision of connection to internet shall not be part of this type of Service.
- 26.2 The points (locations) in between the data connection shall be provided may be specified (e.g. by exact adress) either in the Service specification, Other arrangements or in the section identifying the Subscriber (no matter how these location/places are named) or in Take-over protocols. All these points (locations) shall be deemed as Connection locations as specified in these General Terms, unless the nature of the matter suggests otherwise.

**Article XXVII.  
Final Provisions**

- 27.1 These General Terms shall form an integral part of the Contract. At the moment of Contract signing by the Contracting parties, these General Terms in their up-to-date wording become binding for both Contracting Parties.
- 27.2 Should any of the provisions of the Contract or of these General Terms be or become invalid or ineffective, this shall not affect the validity and effect of the other provisions of the Contract, and these General Terms which remain shall be fully valid and effective. Any legal relationships regulated by such invalid provision of the Contract or the General Terms shall be regulated by the provisions of the Commercial Code and the other legal regulations of the Slovak Republic the contents and purpose of which is as close to the original invalid provision as possible, and which are the closest to the economic purpose for which the Contracting parties have concluded the original invalid provision.
- 27.3 Should the actual Contract be signed (also) in English language, in addition to these General Terms in Slovak language, also English version of these General Terms may form an integral part of the Contract; if that is the case, should any doubts or discrepanded between those two language version of General Terms arise, the Slovak wording of General Terms shall have precedence over the English version.
- 27.4 The Subscriber confirms that he received one counterpart of the actual Contract and General Terms.
- 27.5 The Contracting parties hereby declare that they have familiarised themselves with the entire wording of the Contract including the complete General Terms in its up-to-date wording which they have carefully read, and they understand all the rights and obligations therefrom arising. The Contracting parties hereby declare that prior to the signing of the Contract, they have familiarised themselves with the current wording of the Price list and SLA and they approve them.