

**GENERAL CONDITIONS FOR PROVIDING
TELECOMMUNICATION SERVICES
BY COMPANY Daktela s.r.o.**

1. Subject of General Conditions and Defining Terms

1.1. "General Conditions" mean these Terms and Conditions provision of telecommunication services, and they regulate provision of public telecommunications services by the Provider. These General Conditions form an integral part of the Contract on Providing Services and the Order, which is attached to this Contract on Providing Services concluded between the Provider and the Subscriber.

1.2. The "Provider", or the "Operator" is company Daktela s.r.o., seated at Pod Krejčárkem 975, Prague 3, 130 00, Company ID: 27232263, Tax ref. no: CZ27232263, registered in the Business register at the Municipal Court in Prague, Section C, File No. 106338, Telephone 226211245, website <http://www.daktela.com> and email daktela@daktela.com.

1.3. "Subscriber" (also called "Customer" or "Participant") is the service user, who fulfil the the conditions of relevant laws and regulations and these General Terms, has a contract with the Provider and at least one order.

1.4. "Contract" means the corresponding contract for the provision of telecommunication services, signed by the Provider and the Subscriber.

1.5. "Appendix" is a written amendment to the Contract, by which is changed or amended the content of the Contract.

1.6. "Order" is a draft contract for providing specific telecommunication services containing specific technical, price and other terms of the Service.

1.7. "Price List" is a valid document available at the seat of the Provider or on its website. The Price includes service name, service type, price, service, or other service specifications.

1.8. "Method of payment" is a specification of the Service terms and conditions, in particular the due dates and method of payment for services and it is assigned to each Service. Methods of payment are: Credit, Invoice.

1.9. "Services" and "Additional services" are publicly available electronic communication services provided under Certificate No. 1491, issued by the Czech Telecommunications Office.

1.10. Procedures for concluding the Contract and contractual relations between the Subscriber and the Provider observe the legal system of the Czech Republic. Legal relations between the Provider and the Subscriber arising from the Contract shall be governed by Czech law, in particular the relevant provisions of the Act no. 513/1991 Coll. Commercial Code, as amended and effective and the Act.no.127/2005 Coll. On Electronic Communication as amended and effective.

1.11. "Day of service establishment" is the day of delivery and installation of equipment, implementation of all configurations on the Provider Telecommunication Network and other operations, which are necessary for using the Service provided under the terms of the Order, based on which the Service is available.

1.12. "Telecommunications Network" is a public electronic communications network, i.e., transmission systems, which allow transmission of signals by wire, radio, optical or other electromagnetic means, serving to transmit voice or data.

1.13. "Period" is the time period defined by the first day and time duration. The period is the shortest time during which the Service is provided, and to which are assigned all billings and other issues arising from the Order.

1.14. "Request for the payment" is an initiative to settle the obligations arising from the Contract and the Order. There are two types of documents: proforma invoice or invoice. The Request for the payment shall be delivered in written form by post or by email. The Request for the payment is also a liability of the Subscriber arising from the Order.

1.15. "DUZP" is the date of the taxable supply.

1.16. "Connecting Point" (also called "End Point") of the Telecommunications network is a place at which the Subscriber is provided with the access to the particular telecommunications network or Services are provided to the Subscriber.

1.17. "Transmission Line" is an electronic communication device of the Subscriber or the Provider, serving to transmit voice or data between the physical location of the Subscriber and the physical location of

the Provider, which are necessary for the provision of the particular Service.

1.18. "Fault" is a situation that occurs on the Subscriber's side (behind the End point) and due to technical reasons the Service is unavailable, its quality is reduced or the agreed range is restricted its.

1.19. "Failure" is a situation that occurs on the Provider's side (in front of the End point) and due to technical reasons the Service is unavailable, its quality is reduced or the agreed range is restricted.

1.20. "Claim" is a written executed act by which the Subscriber applies its rights of the Provider's liability for Failures, the extent and quality of services rendered, or the Subscriber can submit objections to the invoice for the Service.

1.21. "Supervision" is a continually developed activity of the Provider the Telecommunications network (connecting to the End point) to ensure its smooth operation and to comply with the guaranteed parameters of the Service as defined in the Contract and the Order.

1.22. "Intranet" is a protected section of the website operated by the Provider to which the Subscriber has access via a unique login and password (login and password are communicated no later than the effective date of the Contract).

1.23. Daktela-tariff Unlimited is a service that allows the Subscriber unlimited calls to all mobile and fixed networks in the Czech Republic in the usual volume (what is considered normal volume is contractually specified). Minutes called above this volume are charged separately. Tariff Unlimited does not apply to international calls and any premium numbers - color lines, audio, etc.). The Provider reserves the right to monitor the use of this tariff and in case of suspected abuse of unlimited calls (eg. the manner of use of unlimited calling shows characteristics of the machine generating traffic or other non-standard use) or in case of use of unlimited calling in a way that may negatively affect the quality of services provided to other customers or the operation of the network or any part thereof, at any time Provider is entitled to limit or terminate the service or upon prior notice to the Subscriber and to convert to another type of service.

1.24. "Mobile service" is a publicly available electronic communications service for the transmission of voice, text messaging, MMS, etc. or data connections via mobile networks. One SMS, MMS may be composed of

two or more parts. Each part is charged separately as if it was a single SMS, MMS, etc.

2. Conclusion, validity and effectiveness of the Contract and the Order

2.1. Once the order is accepted by the Provider, the Contract is concluded. By each further accepted Order from the same Subscriber the subject of the Contract is modified by the Services required in the next Order. If necessary, the Contract may be concluded in written form prior the acceptance of orders, but only by accepting the first order the essential terms of the Contract are defined and the Contract becomes valid and effective.

2.2. Once the Contract is concluded and it becomes valid and effective, the Provider has a right to check the technical feasibility of the Service and may assess whether there are no technical obstacles which do not allow to set up the required Service.

2.3. If the Provider determines that Service due to technical obstacles cannot be set up, other Day of establishment is proposed or the Provider has a right to withdraw from the Contract without any penalty imposed.

2.4. The Provider is obliged to establish the Service on the day agreed as the Day of service of establishment and only after the payment of Service, if required prior the establishment of the Service.

2.5. The service is established and handed over on the date the service is ready to use. A written handover protocol may be agreed.

2.6. If there is contractually agreed a trial operation, the day of service establishment is the first day after ending the trial operation.

3. The rights and obligations of the Provider

3.1. The Provider is obliged:

3.1.1. To establish and continuously (that is 24 hours a day, 7 days a week) provide Service to the Subscriber under the conditions stipulated in the Order.

3.1.2. To provide financial compensation to the Subscriber for failure according to section 9.

3.1.3. To pay back an advance for activation fee and other possible advances in case of withdrawal from the Order according to sections 13.7.1 and 13.7.2.

3.1.4. To inform the Subscriber (by e-mail or by publishing on the website www.daktela.com) about changes in the Price List and General Conditions at least 15 days' prior the effective date of change. Both parties agree that all modified documents, come into force on the date specified therein, without regard to acceptance required by the Subscriber.

3.1.5. Not to monitor the Subscriber's network traffic beyond the necessity for the operation of Telecommunications Network and services.

3.1.6. To implement all necessary scheduled downtimes of Telecommunications Network only after prior notification of the Subscriber, especially during night hours.

3.1.7. To settle the Claim without unnecessary delay and no later than 30 days from receiving the Claim. 3.2. The Provider is authorized:

3.2.1. To restrict the Service for a necessary period of time during the interruption of Telecommunications Network. Not providing Service during the announced period of restriction is not considered as a Failure.

3.2.2. To change the typology of the Telecommunications Network, make adjustments and change the configuration settings (IP address, etc.), if followed by parameters of the Service Order.

3.2.3. To change the Price List and General Terms and Conditions.

3.2.4. To change identification numbers of Orders, Contracts, and access login password to the Service.

3.2.5. Not to set up the Service or not to change the Service, if the Contract and the Order is not properly signed, inclusive all amendments and if the Subscriber does not submit the property owner's consent or does not provide all necessary assistance for installation, does not approve the project or does not allow the access to the installation, etc.

The rights and obligations of the Subscriber

4.1. The Subscriber is obliged:

www.daktela.com

Daktela s.r.o., Pod Krejčárkem 975, 130 00, Praha 3, Czech Republic
Tel.: +420- 226213305, E-mail: daktela@daktela.com

4.1.1. To pay properly the Services provided. To pay the amount for the Service on time according to the Order or Payment Request. The payment is considered as settled on the day credited in the full amount on the Provider's account. The Provider is the owner of the hardware and other goods till the full settlement of these goods.

4.1.2. To use the Service only in the manner in accordance with corresponding mandatory legal regulations, contracts and orders, in particular:

a) Intentionally or negligently not allow and not support any illegal activities, not to be engaged in these illegal activities, inclusive the transfer;

b) Not to communicate in a way that breach the personality protection rights, ownership rights and copyrights, and not to spread computer viruses;

c) Avoid interfering with the security system or network in order to gain unauthorized access;

d) Not to use unauthorized data, systems and networks, or unauthorized test or examine the vulnerability of systems or networks;

e) Not to infringe the security and authentication procedures without the explicit consent of the system's or network's owner;

f) Not to interfere with the services provided by other users host systems or networks;

g) The Subscriber of the Virtual PBX service is authorized to make changes via the web administration panel, and design configuration. If this change causes a damage, the Subscriber is not entitled to require the compensation of damage on the Provider.

4.1.3. Not to provide Services to third parties unless the Subscriber is entitled to do this based on relevant telecommunication licenses, unless the Subscriber has a written consent of the Provider.

4.1.4. To take all possible measures to prevent unauthorized persons manipulate with the Provider's equipment (which is a part of the Telecommunications network) located at the Subscriber's place, damage them or steal them.

4.1.5. To get property owner's consent in order to install the necessary lines and equipment and to bear any

responsibility to the Provider for any damage in case there was no consent given, or in case there were not met conditions of the consent based on the Provider's fault of wiring and equipment.

4.1.6. To reimburse all costs connected with establishing or changing the Service which incurred to the Provider on the basis that the Subscriber has not fulfilled the conditions for establishing or changing the Service. For non-compliance is also considered the fact that the Subscriber has changed the default installation conditions compared to the conditions, when the Service was established.

4.1.7. To allow disassembly of the Provider's equipment at the date of termination of the Service.

4.2. The Subscriber is further obliged:

4.2.1. To notify the Provider with all known facts that could adversely affect the provision of services, in particular Telecommunications Network breakdowns, damages and defects of the Service.

4.2.2. To ensure regular monitoring of its e-mail address and any changes in their identification and contact data, and report any changes to the Provider in particular the Subscriber is obliged to state to the Provider the email address for sending the invoices.

4.2.3. To provide access free of charge to areas in the buildings in which the Provider's telecommunication devices shall be installed and operated for the purposes of the Service, in particular sufficient input power.

4.2.4. Not to change settings, connections, location and configuration of the Provider's devices without the personal participation or written agreement of the Provider, compared to the conditions when the Service was established.

4.2.5. To use the Service only via the end devices approved by the Provider, having the technical and safety certification for operation in the Czech Republic and the country of operation. The Subscriber is responsible for the state of his devices connected to the Endpoint.

4.2.6. To ensure cooperation with the Provider by establishment, adjustment, and termination of supervision or provision of the Service and to give the Provider access to the Provider's and Subscriber's devices as included in the Subscriber's supervision (section 8.5).

4.2.7. To take over the Service on the Day of the establishment of the service by the authorized person with sufficient technical knowledge. If the Subscriber does not provide such an authorized person, the Service is considered to be handed over on the day of the Establishment of the service.

4.2.8. To pay the invoiced price for the Service even if there has been unauthorized use of the Service by other users.

4.2.9. To comply with legislation in the Czech Republic and the country of operation. In particular, the rules and regulations applicable of the Czech Telecommunication Office and responsible office in the country of operation. If the Provider assess that the Subscriber is in breach of this provision, he is entitled to suspend the Service.

4.3. The Subscriber is authorized:

4.3.1. To exercise claims to billing for the Services provided, as stated below.

5. The scope of Services provided

5.1. The Scope of Services provided is stated in the Order, in the Price List and on the Provider's Web site.

5.2. For each separate Service is made a separate Order.

5.3. Additional services are part of the main Service Order.

5.4. Individual orders are not mutually dependent on each other.

5.5. Individual Orders can be terminated separately. By termination of one Order does not expire the validity of another Order.

5.6. Arrangements stated in the Order shall take precedence over arrangements stated in the Contract and are valid only for the particular Order.

6. Service prices

6.1. All prices are without VAT.

6.2. Price for the Service provided is agreed:

www.daktela.com

Daktela s.r.o., Pod Krejčárkem 975, 130 00, Praha 3, Czech Republic
Tel.: +420- 226213305, E-mail: daktela@daktela.com

6.2.1. According to the Price List.

6.2.2. According to the price as agreed by written in the Order.

6.3. Unless specified otherwise, all calls are charged for each 30 seconds, that means the minimum billed call's duration is 30 seconds, unless specified otherwise.

Toll-free tariffs and lines with special charging like colored line are charged for each 60 seconds, whereby the minimum billed call's duration of these line 120 seconds.

7. Billing and payment methods payment terms

7.1. For recurring billing services such as Credit:

7.1.1. The first day of the first Period is the date of payment or the Day of service establishment, if the Service was established after the Credit payment.

7.1.2. The Period ends when all the paid Credits are used or at the time the new Credit is paid. Unused Credit from prior periods are added to the next Period.

7.1.3. The period may be irregular.

7.1.4. The minimum credit as stated by the Price List or by the Order must be used within next 6 months. Unused credit after this period forfeits in favor of the Provider in form of agreed penalty for unused credits.

7.1.5. The first day of the following Period is the next day after the payment of Credit. The credit must be paid till the full use of the previous credit at the latest.

7.1.6. There is no need to send the Request for the Payment by the Provider.

7.1.7. The Provider may require the security or deposit payment (undrawn credit). The deposit will be returned to the Subscriber upon request within 14 days after the Service is terminated. The Provider may use this deposit to settle any liabilities of the Subscriber.

7.2. For periodic services such as billing invoice:

7.2.1. The first day of the first Period is the Day of service establishment.

7.2.2. Duration of the Period is one calendar month; the first Period is shortened for the time from the first day of

the first Period to the end of the calendar month in which the Period occurred. The period is regular.

7.2.3. The first day of the next Period is the first day of the calendar month.

7.2.4. Payment of the price for the Service is based on the invoice- a tax document.

7.2.5. Maturity of invoices is 14 days from the date of delivery.

7.3. The date of taxable supply is per § 21 article 10 Act No. 235/2004 on VAT is the earlier date of either the date of issue of the taxable document of the Provider or the last day of the Period.

7.4. For charging the activation fee of all kind of services is the regime of payments and the date of taxable supply the same as in case of the first Period for the given type of service.

7.5. Charges for the change of Service and the difference between the actual Price and the original Price is done separately for each individual type of services like activation fee and first Period Service or as part of the next invoice settlement. The invoicing method is chosen by the Provider.

7.6. Settlement of the discount for Complaint will be provided a compensation to the Subscriber in form of discount to Service Price based on related Order in agreed amount or based on agreed SLA in the nearest settlement in the way, that the provided discount will be maximally up to 99% of the related Service Price.

7.7. The Claim will be compensated on the next invoice.

7.8. If the price of Service is based on the volume consumed of the Service, the Price of the Service will be invoiced (the day of taxable supply) on the date the volume is measured.

7.9. Billing of all Provider's Services is done by the invoice (tax document).

7.10. The invoice is issued to the Subscriber by the Provider in electronic form and it is sent to the contact email address of the Subscriber. The Invoice in written form is sent to the Subscriber by post only if it was agreed in the Order.

7.11. All payments and overpayments for Services can be used by the Provider to settle all existing arrears.

7.12. Any payment received by the Provider beyond the payments required by the Order are in case of Credit method non-refundable. In case of method Invoice are refundable only upon written request of the Subscriber.

7.13. The Provider has a right to charge interest on arrears at a rate of 0.05% of the amount due for each day of delay. A claim for damages and contractual penalty shall not be affected.

8. Supervision, service intervention, reporting faults and failures

8.1. If the Subscriber detects a Fault or a Failure, he is obliged to report this fact by email, fax or by phone to the technical support of the Provider.

8.2. The Provider is obliged to remove the Failure in the shortest possible period from the time when reported by the Subscriber.

8.3. The report must include identification of the Subscriber, identification of Services, information, whether it is a Fault or Failure failure's description and all other relevant facts, the exact time of detection the Failure, name of contact person and current contact.

8.3.1. The Subscriber is obliged to report all outages of energy and other facts that could cause temporary decommissioning of devices, which are part of the Telecommunications Network.

8.4. The Subscriber is obliged to report the Fault and the planned shutdown, if there is active Supervision in the Service included.

8.5. The Subscriber and the Provider may agree that there will be also included third party's devices in the Supervision. In this case, the Supervision is managed by the conditions of the Telecommunications Network's Supervision. Classification under the Supervision must be arranged in the Order, withdrawal shall be processed as change of orders made on the basis of a written request for an exclusion.

8.6. If it is necessary to perform Service of equipment that is not owned by the Provider, but it is part of the Supervision, the Subscriber is obliged to order the intervention by a written Order, if there is not agreed written fixed Order with financial limits for such a Service in the Contract, the Subscriber is obliged to order such a service.

8.7. Objectives of Supervision is to maintain a Telecommunications Network in the continuous operation, or with minimal downtime and outages. For this reason, there must state clear responsibility for the transparency of the network traffic. Therefore, there are set the following basic rules for services under Supervision:

a) The Subscriber is obliged to report immediately any Faults and Failures and any other facts which may (also in the future) affect the quality and the scope of services.

b) The Subscriber is obliged to report the planned shutdown at least 24 hours ahead.

c) The Provider is obliged to report planned outages at least 48 hours ahead that may affect the quality and the range of services.

d) The Provider has the right to remove the Service from the Supervision, if the Subscriber repeatedly breaks these conditions.

9. Parameters of the Services and Claims

9.1. The Provider guarantees basic parameters, service availability and amount of compensation for the unavailability of service, so called SLA (Service Level Agreement) in the respective charged period, according to the concluded service level agreement or SLA also as follows:

a) 5x8 SLA

The Provider is obliged to repair the system functionality based on the Contract concluded, that is during Provider's business hours: Mon-Fri: 09-17h. For the 5x8 SLA is charged amount based on the current Provider's Price List. In case of reporting a requirement beyond the agreed SLA time, it will be solved the next working day unless agreed otherwise with the Subscriber. In case the requirement is solved out of beyond the agreed SLA time that is after the working hours, it will be charged as work done after working hours based on the current Provider's Price List. The Provider is not obliged to notify about this work done beyond the working hours the Subscriber in advance. In case the service was done due to the Provider's Failure, the related costs bear the Provider and are not recharged to the Subscriber anymore.

b) 24x7 SLA

The Provider is obliged to repair the system functionality according to the concluded Contract. The technical Support in form of Hotlines provided under this SLA agreement 7 day a week, 24 hours a day. For the work done within the SLA is charged price based on the Provider's current Price List. If the intervention was due to a Failure on the Provider's side, this intervention is provided free of charge.

Guaranteed response time + repair's time guaranteed (for both options of SLA as stated above)

Guaranteed response time + repair's time guaranteed is determined (unless otherwise provided by the Contract), depending on the degree of seriousness:

Stage 1 - (very high priority)

(Basic features of the voice connection are broken, for example it is not possible to call out, call in and an error occurs in more than 10% of numbers, etc.). Guaranteed response time + repair's time guaranteed is for 4 hours agreed (response) + 6 hours (repair). The maximum total time of the repair reported is the sum of both values. For not complying the response time and repair's time is given a penalty in amount of 1 000 CZK per each additional hour beyond the agreed time of repair. The maximum amount of the penalty may be up to 50% of the regular monthly charge paid by the Subscriber to the Provider for services provided.

Stage 2 - (medium priority)

(Basic features of the voice connection are broken, for example it is not possible to call out, call in and an error occurs in less than 10% of numbers, etc.). Guaranteed response time + repair's time guaranteed is for 12 hours agreed (response) + 12 hours (repair). The maximum total time of the repair reported is the sum of both values. For not complying the response time and repair's time is given a penalty in amount of 500 CZK per each additional hour beyond the agreed time of repair. The maximum amount of the penalty may be up to 25% of the regular monthly charge paid by the Subscriber to the Provider for services provided.

Guaranteed response time + repair time guaranteed (for both the above variants of SLA)

Guaranteed response time + repair time guaranteed is determined (unless otherwise provided by the Contract), depending on the degree of seriousness:

Stage 3 - (low priority)

Basic features of the voice connection are functional, an error occurs in basic phone operations (the phone is not ringing, it is not possible to reconnect the phone call, it is not possible to set a conference call). Guaranteed response time+ the duration of guaranteed repair's time is agreed for 24 hours (response) + 24 hours (repair). The maximum total time of the repair reported is the sum of both values.

For not complying the response time and repair's time is given a penalty in amount of 100 CZK per each additional hour beyond the agreed time of repair. The maximum amount of the penalty may be up to 500 CZK of the regular monthly charge paid by the Subscriber to the Provider for services provided.

9.2. If not specified in the Contract, Orders or Price List, the SLA on Service is provided according to the SLA section 9.1. All SLA contracts signed before these conditions remain effective and if not agreed otherwise, they continue to be governed by the provision of section 9.1.a.

9.3. The Subscriber's request for a new feature of the system, its modification or change is not governed by the above stated SLA provision and it is considered as a new Order and it is charged according to the current Provider's Price List.

Claims and compensation

9.4. The Subscriber is entitled to claim the service provided and the amount of the price charged. The Claim shall be in written form and shall be submitted promptly after finding out the Failure, no later than two months after delivery of the Failure. Otherwise, the right forfeits. The Claim may be submitted in written form sent by post to the Provider's seat or electronically by email or by fax to the contact address of the Provider.

9.5. The Claim shall contain a subject "Claim" and shall include identification of the Subscriber's Service, description of the Claim and all other relevant facts, the time when the Failure occurred or the time when the Failure was found out, name of the contact person and the Claim shall be signed by an authorized person.

9.6. The time of the Failure for the calculation of compensation in the given Period is determined as follows:

9.6.1. The date of the notification is the time when the Failure occurred. (Tcrash)

9.6.2. If the Subscriber does not allow an on-site service (if it is necessary and the Subscriber was asked to allow such a service), the Tcrash is postponed to a date, when such an intervention is allowed.

9.6.3. The Tstart is the date when the Failure is removed and the Provider's Service is working again.

9.6.4. The total duration of Failure in certain Period is calculated as the sum of the time between the occurrence of the Failure (Tcrash) and removal of the Failure (Tstart).

9.6.5. As a Failure it is not considered a power outage or other Faults on the Subscriber's side.

9.7. The Subscriber is entitled to compensation if the Claim is justified. If the Claim is not justified, the Provider is entitled to charge according to the current Price List. The Provider shall notify the Subscriber about this fact without unnecessary delay.

9.8. The submitted Claim does not suspend the payment for services provided.

9.9. If the Subscriber does not agree with the result of the Claim's outcome of the Provider, he may contact the Czech Telecommunications Office.

10. Limitations of the Service provided

10.1. The Provider is entitled to restrict or interrupt the Service for a necessary period for various technical and operational reasons, in particular if there is a security and integrity breach of the network and services, if occurs a state of emergency like military conscription of the state, natural disaster or threat to national security or based on law or court or other state's office decision.

10.2. The Provider is entitled to restrict the active use of following methods of Services:

10.2.1. Service method such as payment of "Credit" - in case of use of credit.

10.2.3. Service methods such as payment of the "Invoice" - if the Subscriber is in arrears with payments for services provided.

10.2.4. All types of Services - if the Subscriber does not fulfill contractual Terms and Conditions.

10.3. As a restriction of active use of service may be considered not providing Service and Supervision.

10.4. If the Subscriber's use of the Service is technically or otherwise linked to different service provided by another person or a third party directly by the Subscriber based on the contract between the third party and the Subscriber, then the termination or limitation of such a service provided by third party is considered as an obstacle on the Subscriber's side and the Provider is not in arrears with the provision of the Service.

10.5. If the Subscriber is in delay with payment for any of the Services provided, the Provider sends to the Subscriber a Request for payment on given email address. If the payment is also not settled in the alternative period, the Provider is entitled to limit or terminate the Service provided or all Services provided, if they are not able to be provided separately. If the Subscriber uses a variety of Services and does not pay for one or more of them, all provided Services may be terminated or limited by the Provider. The Provider is also entitled restrict active use of Services, if it is clear that the Subscriber is not able to settle its obligations to the Provider, for example the Subscriber is in bankruptcy proceeding.

10.6. The renewal of the service is possible after settlement of all due payables to the Provider. For the Service renewal a penalty is charged in the amount of 1 000 CZK. This penalty will be included on the next invoice. In this case, the Provider is entitled to transfer the Subscriber on the Credit system.

10.7. The Provider may terminate the contractual relationship or not to establish a service publicly available communications services in cases the Subscriber deliberately provided false personal or identification data or systematically made late payments or failed to make payments for services despite notification by the Provider.

11. Privacy and confidentiality of information

11.1. The Provider collects and maintains an updated database of subscribers and users of services including personal, identification, contact, and operating data. The Provider undertakes to collect, process and use that data concerning subscribers and users in accordance with the laws of the Czech Republic, especially in

accordance with law no. 101/2000 Coll., on Personal Data Protection Act no. 127/2005 Coll., Act no. 480/2004 Coll., on certain services information society Act no. 133/2000 Coll., on register of population and birth certificate numbers, as amended, and for the proper performance of the contract, resp. for the establishment, provision and billing of the Service.

11.2. The personal, identification, contact, and traffic data of the Subscriber are entitled to deal with only the Provider's employees and other entities that process personal data and / or use identification or operational data under a contract with the Provider (e.g. Authorized partners, entities providing billing services by electronic communication, or protecting the legitimate interests of the Provider) or pursuant to applicable law. These other persons are by the processing of any data about the Subscriber committed to comply with the obligations arising from the agreement and relevant laws and regulations and may process such a data only to the extent really necessary. Operational data are collected by the Provider, processed for the necessary period during which an invoice for a Service can be legally challenged or the payment thereof collected. The Subscriber has the right to access personal data concerning his person.

11.3. The provider is obliged to retain and provide the operational, personal identification and contact data for the needs of state authorities in accordance with relevant legislation. Operational data are processed and stored by the Provider for marketing purposes and in case of additional services (value added services) are not processed by the Provider other operational data than the message necessary for the transmission of data by electronic communications networks (provision of service) or billing of service.

11.4. The Subscriber expressly agrees that the Provider may collect, process and use Subscriber's data for commercial purposes only with the prior written consent of the Subscriber, except for the Provider is entitled to state the Subscriber in its list of references. The Subscriber is entitled to a decide about putting his/her personal data in subscriber's list in accordance with § 41, par. 3. of Act no. 127/2005 Coll.

11.5. The Subscriber acknowledges that the Provider is obliged to provide immediate and free undertaking providing current personal or identifying information of all its Subscribers for localization or caller ID when calling emergency numbers.

11.6. The Contractual Parties consider as trade secret all data about the contractual party, resulted from the Contract and Order, in particular the conditions of the Contract and Price of the Service. The obligation of confidentiality applies for the period of three years after the termination of the contract.

11.7. For breach of confidentiality stated in the previous point is not considered a disclosure to a third party, which demonstrably has the following characteristics:

- the data is publicly known or publicly available before the communication to a third party;
- the data needs to be provided to a third party for legal reasons;
- The data needs to provide to a third party for the protection of the legitimate interests of the Provider.

11.8. The Subscriber / the User expressly agrees that his/her phone call with a contact center's operator, with an operator or a with a specialist of the Provider can be monitored and recorded by the Provider solely for the purpose of internal controls of Service provision and to increase their quality and protection of the legitimate interests of the Provider and further the Subscriber/ the User agrees that the relevant record is backed up by the Provider for the period longer than necessary.

11.9. The Provider is entitled to require on persons acting on behalf of the Subscriber commission or authorization to act on behalf of the Subscriber.

12. Change of Contract and change of service parameters

12.1. Contract can be changed:

12.1.1. By adding new Order.

12.1.2. By replacing current Order by a new Order (changed order).

12.1.3. By a written and numbered amendments of given Contract or Order.

12.1.4. By entering into force of the new General Conditions or Price List.

2.12. Price List Changes:

12.2.1. For the Subscriber the changes of the Price List are effective always on the first day of the first period

following the expiration of the period according to section 3.1.4.

12.2.2. Changes in favor of the Subscriber may be implemented by the Provider in a shorter period than it is stated under section 3.1.4.

12.3. The Provider is entitled to unilaterally change the Services at any time to make and thus change order, if it leads to improvement of service quality parameters and there is no increase of the price.

12.4. Arrangements in the Appendix shall prevail over arrangements in orders. Pricing arrangement in Appendix applies to all orders concluded before concluding the Appendix, but only from the date of signing the Appendix.

12.5. Additional work requested by the Subscriber, is the Provider entitled to charge according to the Price List. The Provider is obliged to inform the Subscriber about this fact. The Provider is entitled to request additional work by email or in written form by post, if not agreed with the Subscriber otherwise.

13. Duration and termination of Contract and Order

13.1. The contract is concluded for a minimum Period of at least one Order.

13.2. The Order is concluded for indefinite period, if it if the Order does not explicitly states otherwise.

13.3. The Subscriber or the Provider may terminate the Order as follows:

13.3.1. In case the contract is concluded for an indefinite period, or changed by expiring the period without stating a reason, the notice period is 3 months commencing on the first day of the Period following delivery of the written notice to the other side.

13.4. If there is unusually high traffic that exceeds during a billing period a double of the average amount billed or unusual type of traffic (e.g. calls to exotic destinations or to audio text numbers, although there were no such calls in that volume in the past); the Provider is entitled in order to protect the interest of the Subscriber terminate the provided Service even without prior notice.

13.5. The parties may agree in the Order concluded for a fixed period to state an option of early termination. For the early termination a severance payment will be required. The Order is terminated once the severance

payment is made to the last day of the Period following the date on which the severance payment was made, assuming the severance payment was made and at least 7 days' prior the date of termination. In case of late payment, the order will be terminated on the last day of the next Period.

13.6. If not specified in the Order, the severance payment is calculated as 50% of average monthly payments for services rendered, multiplied by the number of Periods remaining to the date of termination of the duration of the Order. The severance payment can be also set as a fixed amount.

13.7. The Subscriber is entitled to withdraw from the Order:

13.7.1. In case the Provider due to reasons on his/her side has not repeatedly provided requested service or has not made in written agreed change even within a period of 30 calendar days, or in any alternative time after the expiration of the period specified as establishment of the Service or change of the Service in the Order.

13.7.2. If the provider announced the alternative Day of service establishment according to section 2.4. In this case, the Subscriber has the right to withdraw from the Order within three days after delivery the notice of change. Otherwise the alternative date is considered as agreed.

13.7.3. In case the Provider failed to comply with the agreed SLA parameters for two consecutive months and the Subscriber has claimed this fact and the Claim was accepted by the Provider.

13.7.4. In case of notice of change of the General Conditions and Price List, if the changes are to his disadvantage, within 14 days of notification. The withdrawal is effective on the date of change. The right does not belong to the Subscriber in case the above stated changes occur pursuant to a binding legal regulation, administrative or court decision. If the withdrawal notice is not delivered within 14 days, it is considered that the Subscriber agrees with the change and the right to terminate Order expires by withdrawal.

13.8. The Provider is entitled to terminate the agreed Order, Contract:

13.8.1. If the Subscriber grossly violated its obligations. As a gross violation is considered a breach of Subscriber's obligations according to section 4.1.and

non-payment of the price settlement based on the Contract within 10 days after the due date.

13.8.2. The Subscriber repeatedly (at least two times during three consecutive months) did not fulfill the contractual terms, in particular the Subscriber breaches its obligations according to section 4.2.

13.8.3. The Provider notices that the establishment of the Service or changes cannot be implemented or established due to technical reasons.

13.9. The Provider is entitled to terminate the Contract with immediate effect that is on the date when the written notice of termination was delivered to the Subscriber. In this case the reasons for termination are applicable to all orders according to section 13.5. On the date of termination expire all Orders.

13.10. The Order is terminated:

13.10.1. Automatically in case of Method of service "Credit" – if the credit is not paid within 60 days after the suspension of services (due to use of credit).

13.11. In case of termination or withdrawal from the Contract, by the fault of the Subscriber, the Provider is entitled to charge a contractual penalty in the amount of the unsettled balance of provided Service or in the sum of monthly payments till the originally agreed date of the Service provision or the sum of monthly payments till the agreed notice period. The provider is entitled to unilaterally choose the method of penalty calculation. A claim for damages and interest on late payment shall not be affected.

13.12. Any withdrawal from the Contract or Order and termination of the Contract and Order shall be submitted in written form.

13.13. The Contract is terminated as of the date of last Order termination.

13.14. In case of early termination of the Service provision due to the Subscriber, the Provider is entitled to charge a contractual penalty, whereby the claim for damages and interest for late payment shall not be affected:

13.14.1. In case of temporary Service provided the Provider is entitled to charge a contractual penalty in the amount of total monthly charges for the Service provided till the expiration of the concluded Period.

13.14.2. In case of the Service for an indefinite Period - the Provider is entitled to charge a contractual penalty in the amount of total monthly charges for the agreed notice period.

14. Damage Liability and Damage compensation

14.1. If the Provider does not provide the Service according to the Order, the Provider is obliged to remove the Failure promptly and provide compensation according to section 9.

14.2. The Provider is liable for actual damage which occurred verifiably through the Failure of the Provider, except for the examples stated below and except for the examples excluding the liability according to the law. The Provider shall compensate the damage to amount of the actual verifiable damage up to a maximum of 70% of the total annual charges of the Subscriber, however no more than the amount of 50 000 CZK, unless agreed otherwise. The Provider is not liable for lost profit.

14.2.1. The Provider will first offset the amount according to section 14.2. With any outstanding debts to the Subscriber. If there are no such debts or if the outstanding debts are lower than the amount of damage compensation, the Provider shall provide the service free of charge to the amount of damage compensation. (Reduced by the amount of actual debts). The damage compensation will be settled in cash only, if the damage compensation is provided after the expiration of the proper contract Period.

14.2.2. The Provider is not liable to settle the damage compensation, including lost profit, as a consequence of interruption of services or provision of defective services. Furthermore, the Provider is not liable to settle the damage compensation, including lost profit, as a consequence of delayed defects removal by the third-party or due to force majeure.

14.2.3. The Provider is not obliged for incorrectly invoiced amount for Service provided or defective service, if the Subscriber has not used its right to claim the invoiced amount or the Service by the Provider.

14.2.4. If the Subscriber has tangible assets in its ownership or lease stored at the premises of the Provider, they are insured based on a Contract signed between the Provider and the insurance company. In case of an insured event the Provider is not liable for lost profit and any data stored in these tangible assets.

14.2.5. The Subscriber is fully liable to the Provider for the damage caused by a third person, to whom the Subscriber intentionally or negligently allowed to use the Service or has provided as a part of business relations.

14.2.6. Once the Subscriber admits or the Provider proves the damage as according to sections 14.2.5 and 14.5., the Subscriber settle the payment compensation in full within thirty (30) calendar days via bank transfer to the Provider's bank account.

14.3. The Subscriber declares that, if the Provider due to non-fulfillment of section 4.1.6., in connection with the implementation of the agreed scope of installation, exercised any owner's claims, he settles these claims or the Subscriber reimburse all expenses, damages and profit loss to the Provider, which arose to the Provider as a consequence of false or incomplete assurance.

14.4. If the Subscriber does allow to the Provider take over his equipment within 7 (seven) days after the termination of the Contract or Service expiration, the Subscriber is in arrears and is liable for damage to the Provider according to the law. Besides the Provider is entitled to contractual penalty in the amount of the purchase price of equipment. The Subscriber is obliged to settle this penalty without unnecessary delay.

14.5. The Subscriber is obliged to reimburse the damage caused by theft or damage of equipment of the Provider located in Subscriber's premises.

14.6. The Provider is not responsible for the content of websites, files, e-mail, any other data, etc. to which he/she only provides access; for any information and its use, dissemination and use of information and data is liable the Subscriber.

14.7. None of the party is liable for fulfilment, if it is proved that the breach of its obligations was caused by an obstacle, which was not dependent on the will, and in respect of which it was not possible to reasonably expect when the contract was concluded or count on at the time of the contract, or that the obstacle or its consequences could have been avoided or overcome, especially as a consequence of natural disasters, wars, terrorist attacks, epidemics, legal measures, etc.

14.8. In cases as stated in these General Conditions, when the Provider is entitled to a contractual penalty he is also entitled to damage compensation, which arises from the Subscriber's actions.

15. Consumer Contracts

www.daktela.com

Daktela s.r.o., Pod Krejčárkem 975, 130 00, Praha 3, Czech Republic
Tel.: +420- 226213305, E-mail: daktela@daktela.com

15.1. If services or goods are ordered via the websites of the Provider, the service will be set up, installation package delivered or the good sent in time under the conditions as specified on the website. The Postage is not charged unless it is on the website for the relevant goods or services specified otherwise. The prices of goods and services are valid for the period as placed on the website of the Provider, unless stated that the prices invalid.

15.2. The Subscriber is obliged to check delivered goods or installation package without unreasonable delay and to inform immediately the Provider about found observed damages email or by post. The complaint should always include a copy of the invoice and the payment details of the delivered package, service or goods. The Provider is not liable for damages caused by external occurrence and mishandling. The Provider is obliged to inform the Subscriber within 5 working days from receiving the complaint about the process and execution.

15.3. According to Act. § 53 par. 6 of the Civil Code, the Customer is entitled to terminate the Contract for supply of goods or provision of services concluded via the Internet within 14 days of receipt of the goods, package or services, unless the provision of service in this period with the consent of the customer already started. Withdrawal must be notified in writing.

15.4. In accordance with Act. § 57 par. 1 of the Civil Code, the Subscriber is entitled to withdraw from the purchase contract or the contract for the provision of telecommunications services concluded through an agent outside the business premises of the Provider within 7 days after signing the Contract. Withdrawal must be notified in writing. The provision of this paragraph shall not be applied if the Subscriber expressly agrees with the Provider meeting in order to conclude a contract for service provision.

15.5. Control body within the meaning is the Czech Telecommunication Office with headquarter in Prague.

16. Telephone number transferability

16.1. Telephone number transferability allows to each Subscriber within the publicly available electronic communications services, on request to retain his/her telephone number or numbers, independent on the Provider of publicly available electronic communications service. The telephone number transferability (§ 34 of the Act no. 127/2005 Coll.) and the choice of service

Provider (§ 70 Act no. 127/2005) provides relevant electronic communications network operator to which the terminal is connected to the Subscriber, in accordance with a general measure of the Czech Telecommunications Office no. OOP/10/10, as amended. Terms of telephone number transferability of the Subscriber to a public communications network of the Provider are listed in following chapters. The cost of porting is defined in the Provider's price list, unless the parties agree otherwise.

16.2. The Subscriber is entitled to subscribe in writing by the Provider to publicly available telephone service of the Provider to phone number transferability, which has been assigned to the Subscriber by the original Operator of the public communications network, from a public communication network of the original (left) Operator of the network to a public communications network of the Provider.

16.3. The phone number transferability in accordance with the previous article can be ordered within the establishment or modification of publicly available telephone service, with detailed conditions of the provider are specified in the contract, in particular in the respective Service Specification, contract amendment, Service Description, Price List and in following stated form on termination of publicly available telephone service.

16.4. If the Subscriber requests to transfer a phone number from another service Provider in the electronic communications network of the Provider, the Provider is obliged to ensure the transfer in accordance with the law. To transfer a phone number from another Provider of electronic communications services the dully signed form "Termination with transferability" should be delivered to the Provider, The Provider is responsible for the proper delivery of the form "Termination with transferability" to the abandoned Provider, without which the number cannot be ported. The phone number is to be ported within the period prescribed by law, or in the longer period, if it was stated in the form - " Termination with transferability ".

16.5. If the Subscriber transfer a telephone number from the Provider to other electronic communications network Provider of electronic communications and contract or individual service concluded with the Provider was not terminated by the Subscriber, the Contract or the individual service will be terminated based on received form by the transferred Provider - "Termination with transferability " (CAF): The form in which the Subscriber requests termination of the contractual relationship and

transfer of the telephone number to another service provider of electronic communications.

16.6. The Subscriber deliver the duly completed and signed form to the Provider on the day of the telephone number transferability. The deadline for Telephone number transferability, including the activation of the telephone number in the network of the transferred Provider takes four working days, commencing on the first working day following the day of the Subscriber's request to change the service is delivered to the transferred Provider, o that was not agreed otherwise to transfer the telephone number at a later date. The condition for a telephone number transferability is to terminate the provision of publicly available electronic communications service for transferring phone number, made on the basis of the proper legal termination of the provision of publicly available electronic communications service leading to a telephone number transferability. If this legal act is not carried out by the end of the first working day following the date on which the Subscriber's request to change the service was delivered to the receiving service provider, it is considered that the period of four working days under this paragraph did not start to run.

16.7. Provider is entitled to reject a request to change the service provider or the order in case that:

- a) there are not met conditions under paragraph 16.5. that is a proper termination of the provision of publicly available electronic communications services for transferring telephone number, unless agreed otherwise,
- b) the telephone number is already included in a different order,
- c) there are technical obstacles to the transfer of the telephone number,
- d) telephone number are not subject to transferability based on special regulation
- e) The subscriber is not entitled to dispose with the telephone number.

16.8. If there was agreed a notice period in the Contract of publicly available electronic communications service or in a contract for the provision of other services including among other publicly available electronic communications service, the Provider is entitled to transfer a telephone number only after terminating the prescribed notice period.

16.9. If there is an early termination of the publicly available electronic communications services or publicly available electronic communications services, which is included in the Contract containing other services, based on "Termination with transferability" (that is before the minimum period of use), the Provider is entitled to charge and the Subscriber is obliged to pay a one-time charge in the amount specified in § 63 of Act no. 127/2005 Coll. If a publicly available communications service is part of another contract, the other provisions of the contract remain in force unchanged.

Agricultural Chamber of the Czech Republic according to its Rules by one arbitrator. The place of arbitration is Prague. An arbitral award is final and enforceable.

17.7. These General Conditions are valid and effective from 15.02.2014.

17. Common and final provisions

17.1. All notices and information based on these General Conditions can be also delivered by e-mail or publicized on the Provider's website.

17.2. In case of delivery by post, the document is considered to be delivered on the third day following its submission to the postal service.

17.3. Actions in the Contract and Order (withdrawal, change, termination, etc.) can be also submitted electronically on the Intranet (if they are offered there by the Provider in the way, that the Subscriber can make the proposal of the act as set there and he accepts all there specified conditions and the Provider accepts such a proposal submitted.

17.4. The rights and obligations of the parties agreed in the Contract, Order, Price List and their amendments have priority over the provisions in these General Conditions.

17.5. Unless specified otherwise, the ownership right is transferred to the Subscriber once fully paid. In case of renting the Subscriber is obliged to pay for damage on leased property which appeared in other than normal wear and tear. In case of Contract's termination the Subscriber is obliged to return the item to Provider's seat, if not agreed with the Provider otherwise.

17.6. All relations are governed by laws of the Czech Republic. Any disputes between the parties arising from contracts and other business relations, which could not be settled amicably, and the decision is not within the competence of another administrative authority, will be decided, unless the parties agree otherwise,, based on the arbitration proceedings under Act No. 216 / 1994 Coll. arbitration, as amended, the Arbitration Court of the Economic Chamber of the Czech Republic and

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