

General Conditions for the Provision of Telecommunication Services to Daktela s.r.o.

1. Subject of General Conditions and Definitions

1.1. “General Conditions” are these General Conditions on Provision of Telecommunication Services regulating the provision of public telecommunication services by the Provider and form an integral part of each Service Contract and Order, which is an annex to the Service Contract concluded between the Provider on the one hand and the Subscriber on the other.

1.2. “Provider” or “Operator” is Daktela s.r.o, with its registered office at Pod Krejčárkem 975, Prague 3, 130 00, ID No. 27232263, Tax ID No. CZ27232263, registered in the Commercial Register maintained by the Registration Court in Prague, Section C, Insert 106338, tel. 226 211 245, <http://www.daktela.com> and email daktela@daktela.com.

1.3. “Subscriber” (or “Customer”) is a user of the relevant Service who fulfilled the conditions stipulated by the relevant legal regulations, these General Conditions, and who has concluded a Contract and at least one Order with the Provider.

1.4. “Contract” is the relevant Contract for the Provision of Telecommunication Services concluded between the Provider and the Subscriber.

1.5. The “Amendment” is a written amendment to the concluded Agreement, which amends or supplements the content of the concluded Agreement.

1.6. “Order” is a proposal to conclude a contract for the provision of a specific telecommunications service, which specifies particular technical, price and other conditions for the provision of the given Service.

1.7. “Price List” is a valid price list of the Services of the Provider, it is available to the Subscriber at the Provider's registered office, on its website or on the Intranet. The price list includes the name of the Service, the Type of Service, the price of the Service, or other specifications of the Service.

1.8. “Type of payment” is a specification of the terms and conditions of service provision, in particular terms and methods of payment for the service provided and is assigned to each Service. The types of payment are Credit, Invoice.

1.9. “Services” and “Additional Services” are publicly available electronic communications services and are provided based on Certificate No. 1491 issued to the Provider by the Czech Telecommunication Office.

1.10. The legal relations between the Provider and the Subscriber arising from the Contract shall be governed by the relevant provisions of Act No. 89/2012 Coll. Civil Code and Act. No. 127/2005 Coll., Act on Electronic Communications, as amended.

1.11. “Service Establishment Day” shall mean the day of delivery and installation of the Equipment, the execution of all configurations on the Provider's Telecommunication Network and other acts necessary for the use of the Service under the terms and conditions set out in the Order, making the Service available.

1.12. "Telecommunications Network" is a public network of electronic communications, i.e., transmission systems, that allow the transmission of signals over a line, radio, optical or other electromagnetic means for the transmission of voice or data.

1.13. “Period” is the period of time defined by the first day and length. The Period is the smallest unit of time in which the Service is provided and to which all bills and other actions arising from the Order apply.

1.14. The “Request for Payment” is an incentive to pay the obligations arising from the Contract and the Order. The document type is an advance invoice or an invoice-tax document. The payment obligation is also the Participant's obligation arising from the Order.

1.15. “DUZP” is the date of the chargeable event.

1.16. The “Connection Point” (or “End Point”) of the Telecommunication Network is a physical point at which the Subscriber is provided with access to the Telecommunication Network, or the Services are handed over to the Subscriber.

1.17. “Transmission Route” is an electronic communication device of the Subscriber or Provider, serving for the transmission of data or voice between the Subscriber's physical location and the Provider's physical location necessary for the provision of the relevant Service.

1.18. “Defect” is a condition that occurred after the Connection Point (on the Subscriber's side) and when the Subscriber is prevented from using the Service for technical reasons, the Service is unavailable, its quality is reduced, or its agreed scope is limited.

1.19. “Failure” is a condition when the Subscriber is prevented from using the Service for technical reasons, the Service is unavailable, its quality is reduced, or its normal agreed scope is limited if it occurred before the Connection Point (on the Provider's side).

1.20. “Complaint” is an act performed in writing by which the Subscriber exercises rights under the Provider's responsibility for Failures, scope and quality of the provided Service, or raises objections to billing the price for the Services.

1.21. “Supervision” is an actively developed activity of the Provider on the Telecommunication Network (up to the Connection Point) to ensure its trouble-free operation so that the parameters of the Service guaranteed by the Contract and the Order are observed.

1.22. “Intranet” is a protected part of the Website operated by the Provider, which the Subscriber has access to through a unique login and password (the login and password are communicated at the latest on the day the Contract becomes effective).

1.23. Daktela-Tariff UNLIMITED is a service that allows the Subscriber to make unlimited calls to all mobile and fixed networks within the Czech Republic in the usual volume (what is considered to be the usual volume, is specified contractually). Called minutes over this volume are charged separately. The Unlimited tariff does not apply to international calls and numbers with a special tariff - colour lines, audio text, etc.) The provider reserves the right to monitor the use of this tariff and in case of suspicion of abuse non-standard use) or in the case of using unlimited calls 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, the Provider is entitled to limit or terminate this service at any time.

2. Conclusion, Validity and Effectiveness of the Contract and Order

2.1. By accepting the Order by the Provider, the Contract is validly concluded. With each additional Order accepted by the same Subscriber, the subject of the Contract is extended to include the Services specified in the next Order. If necessary, the Contract may be concluded in writing prior to the acceptance of the Order, provided that only the acceptance of the first Order determines the essential elements of the Contract and the Contract becomes valid and effective.

2.2. Upon entering into a valid and effective contract, the Provider has the right to carry out a technical check to ensure that the establishment of the Service is not hindered by a technical obstacle or obstacle difficult to overcome that makes it impossible to set up the Service with the required parameters.

2.3. If the Provider finds out during the technical examination that he / she cannot set up the service on the requested Service Establishment Day for a technical obstacle or obstacle difficult to overcome, s/he shall propose to the Subscriber an alternative Service Establishment Day or the Provider has the right to withdraw from the concluded contract without sanctions; the Provider also has this right in the event that the Subscriber refuses the Provider's proposed substitute Day of Service establishment.

2.4. The Provider is obliged to set up the Service only on the agreed Service Setting Day, but at the earliest after the payment of the Service, if it is required to install the Service.

2.5. The service is established and handed over on the day of its use. A handover protocol may be drawn up by agreement of the Parties.

2.6. Trial operation can be arranged in the Contract; in such a case, the day of establishment of the service is the first day following the date of termination of the trial operation.

3. Rights and Obligations of the Provider

3.1. The Provider is obliged to:

3.1.1. Establish and continuously (24 hours a day, 7 days a week) provide the Subscriber with the Service under the conditions specified in the Order.

3.1.2. To provide the Subscriber with financial compensation for non-operation for the duration of the Failure under point 9.

3.1.3. Refund (to the Subscriber's bank account specified in the Contract or the Order) an advance on the activation fee and other possible advances in case of withdrawal from the Order pursuant to points 13.7.1 and 13.7.2.

3.1.4. Inform Subscriber (by e-mail, letter or other demonstrable means) about changes in the Price List and General Terms and Conditions at least 30 days before the changes become effective. Both Parties agree that all changed documents shall enter into force and effect on the date specified therein, but not prior to the notification of the changes, regardless of any necessary acceptance by the Subscriber. The Subscriber is entitled to reject the new wording of the Price List and the General Terms and Conditions and terminate the Contract within 30 days of the date of notification of the change. The notice period in such a case is one month and starts to run the month following the month in which the Provider was notified of the rejection and termination of the Contract.

3.1.5. Not to monitor the Subscriber's network traffic beyond what is necessary for the operation of the Service and the Telecommunication Network.

3.1.6. Carry out all necessary planned outages of the Telecommunication Network only after prior notification to the Subscriber, preferably at night.

3.1.7. Settle the Claim without undue delay, no later than 30 days from the delivery of the Claim.

3.2. The Provider is entitled to:

3.2.1. Interrupt the provision of the Service during the necessary downtime of the Telecommunication Network. Failure to provide the Service for the duration of the reported interruption is not a Fault.

3.2.2. Change the topology of the Telecommunication Network, modify it and configure it and change the service settings (IP addresses, etc.), as long as the Service parameters according to the Order are met.

3.2.3. Change Price List and General Terms and Conditions.

3.2.4. Change the Order, Contract, Login and Service Access IDs.

3.2.5. Not to set up the Service or change the Service unless the Contract and the Order have been duly concluded, including all attachments, or if the Subscriber has not provided the consent of the property owner or provided the necessary cooperation for installation, did not approved the project, did not provide access to the installation area etc.

4. Rights and Obligations of the Subscriber

4.1. The Participant is obliged to:

4.1.1. Pay properly for the Services provided. Pay the price for the Service at the due date according to the Order or Request for Payment, including VAT. The payment shall only be made on the day the entire amount is credited to the Provider's account. The provided hardware and other goods are in the ownership of the Provider until full payment.

4.1.2. Use the Service in accordance with binding legal regulations, good manners, the Contract, and the Order, in particular:

- a) not to intentionally or negligently support or allow any illegal activities, not to participate in them, including transmission; or not to participate in them, including transmission;
- b) not to communicate in a manner that violates the rights to the protection of personality, not to spread computer viruses, or to infringe property and copyright;
- c) not to compromise the security of the system or network in an attempt to gain unauthorized access;
- d) not to use unauthorized data, systems and networks, or to test, investigate or test vulnerabilities of systems or networks;
- e) not to breach security and authentication procedures without the express consent of the system or network owner;
- f) not to interfere with services provided to other users, host systems or networks;
- g) the Subscriber of the Virtual PBX service is authorized to make configuration adjustments via the web and Administration PBXs. If damage is caused by this, the Subscriber is not entitled to demand performance from the Provider.

4.1.3. Not to provide the Services to third parties unless the Subscriber is authorized to do so by the relevant telecommunication license, the trade license and a written consent of the Provider.

4.1.4. To take all possible measures to prevent unauthorized persons from manipulating, damaging or stealing the equipment of the Provider (which is part of the Telecommunication Network) located at the Subscriber's location.

4.1.5. To ensure the property owner's consent to the installation of the necessary lines and equipment and answer to the Provider for any damage if it proves that the consent was not given or that the conditions of the consent were not fulfilled due to the Provider's installation of lines and equipment.

4.1.6. To reimburse the Provider for all costs related to the establishment or change of the Service which the Provider had to incur due to the fact that the Subscriber did not meet the conditions set for the establishment or change of the Service. The Subscriber has changed the initial installation conditions as compared to the state when the Service was set up.

4.1.7. On the day of termination of the provision of the Service, to enable the Provider to dismantle its equipment professionally.

4.2. The Participant is also obliged to:

4.2.1. Report to the Provider without delay all known facts that could adversely affect the provision of the Service, in particular Telecommunication Network Failures, Malfunctions and Failures in the provision of the Service.

4.2.2. Ensure regular checking of your e-mail address and any changes to your identification and contact information and notify the Provider of any changes. The Subscriber is obliged to provide the Provider with an email address for sending invoices.

4.2.3. Provide at its own expense the premises and power supply for the Provider's telecommunications equipment necessary for the provision of the Service.

4.2.4. Do not change the setting, connection, location and spatial arrangement of the Provider's equipment in the Subscriber's location against the situation when the respective Service was established without personal participation or written consent of the Provider.

4.2.5. Use the Service only through terminal equipment approved by the Provider having valid technical and safety certificates for operation in the Czech Republic. The Subscriber is responsible for the status of its equipment, which it connects to the Connection Point.

4.2.6. Ensure cooperation with the Provider in establishing, changing, terminating, supervising or servicing the Service, allowing the Provider access to the Provider's facilities and the Subscriber's facilities under supervision (pursuant to 8.5.).

4.2.7. To take over the Service on the Service Establishment Day and to ensure the presence of a person who is authorized to carry out the takeover and has sufficient expertise to do so; if the Subscriber fails to ensure the presence of such a person, the service is deemed to have been handed over and taken over by the Service Establishment Day.

4.2.8. Pay the billed price for the Service even if unauthorized use of the Service by other users has occurred.

4.2.9. Observe the laws of the Czech Republic. Especially valid regulations and regulations of CTU. If the Provider finds out that the Subscriber is acting in violation of this provision, he is entitled to suspend the provision of the service.

4.3. The Subscriber is entitled to:

4.3.1. Make a claim for the billing of the price or for the provided Service, as described below.

5. Scope and Territorial Delimitation of the Provided Service

5.1. The scope of the provided Service is specified in the Order, Price List and the Order of the Service stated on the website of the Provider or on the Intranet.

5.2. A separate Order is made for each Service.

5.3. Additional Services are part of the Service Order, the complement of which forms.

5.4. Individual Orders are not interdependent.

5.5. Individual Orders can be terminated separately. Termination of one Order shall not invalidate the other orders.

5.6. The provisions contained in the Order shall take precedence over those contained in the other parts of the Contract and shall only be valid for the given Order.

6. Prices of Services

6.1. All prices are without VAT.

6.2. The price for provided Services is negotiated:

6.2.1. According to the Price List.

6.2.2. The contractual price by a written agreement in the Order if accepted by the Provider.

6.3. Unless stated otherwise, all calls are billed after 30 seconds, i.e., the minimum billed call duration is 30 seconds unless otherwise specified. Tariffs for colour lines are after 60 seconds. The minimum billed call duration on these lines is 120 seconds.

6.4. Identification is only possible by such a phone number, which the Participant (User) has due authorization for its use to. The Provider is not entitled and obliged to investigate such an authorization to use of number. The Participant (User) shall be responsible for use the number in this way.

7. Billing and Payment, Payment Terms

7.1. For Billing Type Periodic Service Billing:

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

7.1.2. The period ends at the moment of exhaustion of all paid Credits or at the moment of payment of another Credit. Unused Credit from the previous Period is added to the next Period.

7.1.3. The period may be irregular.

7.1.4. The minimum Credit stipulated in the Price List or Order must be used within 6 months. After this period, the unused Credit shall be forfeited to the Provider as an agreed contractual penalty for non-use of the credit.

7.1.5. The first day of the following Period is the day following the payment of the Credit. The credit must be paid no later than before the previous Credit is exhausted.

7.1.6. The request for payment does not have to be sent by the Provider.

7.1.7. The Provider may request the deposit of a principal (inexhaustible Credit). This principal will be returned to the user upon his / her request within 14 days of termination of the Service. The Provider is entitled to use this principal to cover any Subscriber's obligations.

7.2. For Invoice Type Billing:

7.2.1. The first day of the first Period is the Service Establishment Day.

7.2.2. The period is one calendar month, the First Period is shortened to the period 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 following Period is the first day of the calendar month.

7.2.4. Payment for the Service shall be made on the basis of an invoice - tax document.

7.2.5. The invoice is due within 14 days of delivery.

7.3. On the day of partial performance pursuant to Section 21 (10) of Act No. 235/2004 Coll. on Value Added Tax, is the date of issue of the tax document by the Provider, or the last day of the Period, whichever is the earlier.

7.4. For billing the activation fee for services of all Types, the payment mode and DUZP are identical to the payment mode of the first Period for the given Service Type.

7.5. The charge for the change of the Service and the difference between the price of the new Service and the original Service will be charged for each Payment Type as for the activation fee and the first Period of the Service, or within the next bill. The method of billing is chosen by the Provider.

7.6. For billing of the discount for the Complaint, the Subscriber will be compensated in the form of a discount from the price of the Service according to the relevant Order in the agreed scope or according to the agreed SLA on the nearest billing so that the discount is up to 99%.

7.7. For billing of measured (tariff) items (above the flat rate) - If the price of the Service is tied to the volume of the purchased Service, the Provider will charge the price of the Service on the day of measuring the volume of the purchased Service. DUZP is the date of measurement of the volume of the Service taken.

7.8. The invoicing of all Provider's Services is performed by a tax document.

7.9. The tax document is issued to the Subscriber electronically and sent to the Subscriber's contact email address. The tax document issued in writing shall be delivered by mail to the Subscriber only if agreed by the Order accepted by the Provider. This method of sending is charged by CZK 20.

7.10. All payments for Services and overpayments may be used by the Provider to cover all existing arrears in the Subscriber's bills registered by the Provider at the date of payment, even between individual Orders for various Types of Services.

7.11. All payments received by the Provider beyond the payments required by the Order are non-refundable for Type Credit, and for Type Invoice are refundable only upon written request of the Subscriber.

7.12. Payments based on Calls for Payment according to the relevant Order for the Credit type are non-refundable.

7.13. If the Subscriber is in delay with the payment of any payments, the Provider has the right to demand payment of interest on late payment in the amount of 0.05% of the outstanding amount for each 1 only started day of delay. This does not affect the claim for damages and the contractual penalty.

8. Supervision, Service Intervention, Fault and Fault Reporting

8.1. If the Subscriber discovers a Malfunction or Defect of the Service, the Subscriber is obliged to report this fact by e-mail, fax or telephone to the Provider's technical support, to the contact given on the Provider's website.

8.2. The Provider undertakes to remedy the Faults in the shortest possible time from reporting by the Subscriber.

8.3. The report shall contain the identification of the Subscriber, identification of the Service, information whether it is a Defect or Failure, description of the Failure and any important facts, the time of occurrence or the time of finding the Failure, the name of the contact person and current contact. The Subscriber (Caller) notes that the requirements announced for technical support are invoiced according to the agreed SLA. If a calculation of the works is required in advance, the Subscriber must give explicit notice before the works begin.

8.3.1. The Subscriber undertakes to report any power outages and other facts that could cause the temporary decommissioning of equipment that is part of the Telecommunication Network.

8.4. The Subscriber undertakes to report the Defect and the planned outage if the Service Supervision is part of the service.

8.5. The Subscriber and the Provider may agree that the Subscriber's or third party's facilities will be included in the Supervision. In such case, this Supervision shall be governed by the Conditions for Supervision of the Telecommunications Network. The inclusion in the Supervision must be agreed in the Order accepted by the Provider, the withdrawal must be made as a change of the Order made on basis of a written request for withdrawal. In case the Subscriber contacts the Provider's technical support directly, this intervention is dealt with automatically according to the SLA out-of-hours.

8.6. If it is necessary to perform a service intervention on a device that is not owned by the Provider but is part of the Supervision, the Subscriber is obliged to order the intervention by a written order, unless a written flat-rate order with a financial limit of the price of such interventions is agreed.

8.7. The goal of Telecommunication Network Supervision is to keep the network in continuous operation or with minimal downtime and shortages. For this reason, clear transparency in the responsibilities for network operation must be given. Therefore, the following basic rules for Services included in Supervision are established:

- a) The Subscriber is obliged to report without delay all Faults and Defects and any other facts that they become aware of and which could (even in the future) affect the quality and scope of the Service.
- b) The Subscriber is obliged to report planned outages of the facility at least 24 hours in advance.
- c) The Provider is obliged to report planned outages of the Telecommunication Network, which could affect the quality and scope of the Service, at least 48 hours in advance.
- d) The Provider has the right to exclude the Service from Supervision where the User has repeatedly breached these conditions.

9. Parameters of Services and Complaints

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

a.) SLA 8x5

The Provider shall be obliged to repair the functionality of the system according to the concluded agreement, during working hours of the Provider: Mon-Fri: 09-17 h. For work performed within the SLA, the amount is invoiced according to the current price list of the Provider. If the request is reported outside this period, the Provider shall resolve this request only on the next business day, unless they agree otherwise with the Subscriber. If the problem is solved outside the agreed SLA, i.e. outside the aforementioned working hours, the amount of work performed outside the hours specified in the Provider's price list will be charged for the intervention. The Provider is not obliged to notify the Subscriber in advance of this fact. In the event that the intervention was due to faulty provision of the service by the Provider, such intervention is free of charge.

b.) SLA 24x7

The Provider undertakes to repair the functionality of the system according to the concluded agreement. Hotline technical support is provided 7 days a week 24 hours a day under this SLA. For work performed within the SLA, the amount is invoiced according to the current price list of the Provider. Unless otherwise agreed, it is charged every half hour. In the event that the intervention was due to faulty provision of the service by the Provider, such intervention is free of charge.

Guaranteed response time + guaranteed repair time (applies to both SLA variants above).

Guaranteed response time + guaranteed repair time is set (unless otherwise agreed by agreement) depending on the severity level:

Grade 1- (very high priority)

(Basic features) voice connections are inoperative e.g., cannot be called out, cannot be called in and error occurs in more than 10% of numbers, etc.) Guaranteed response time + guaranteed repair time is 4 hours (response) + 4 hours (repair). The maximum total repair time since the Fault is reported is the sum of both values. Failure to observe the response time and repair time is subject to a penalty of CZK 1,000 for each hour commenced beyond the repair time. The amount of compensation may not exceed 50% of the regular monthly fee paid by the Subscriber to the Provider for the provided services.

Grade 2- (medium priority)

(Basic features of voice connection are non-functional e.g., cannot be called out, cannot be called in and error occurs in less than 10% of numbers etc.) Guaranteed response time + guaranteed repair time is agreed to 12 hours (response) + 12 hours (repair). The maximum total repair time since the Fault is reported is the sum of both values. In case of failure to observe the reaction time and repair time, compensation is set in the amount of CZK 500 for each and started hour beyond the repair time. However, a maximum of 25% of the regular monthly fee paid by the Subscriber to the Provider for the provided services.

Grade 3- (low priority)

(Basic telephony features are functional, error is in normal phone operations (phone does not ring, cannot transfer or divert call, cannot set up conference) Guaranteed response time + guaranteed repair time is agreed to 24 hours (response) + 24 hours (repair) The maximum total repair time since the report of the Fault is the sum of both values. For failure to observe the reaction time and repair time is set compensation of CZK 100 for each and started hour

beyond the repair time, but maximum of CZK 500 for every single service intervention.

9.2. Unless stipulated otherwise in the Contract, the Order accepted by the Provider or the Price List, the SLA is provided for the Service pursuant to clause 9.1.a. All SLA contracts concluded prior to the effective date of these terms and conditions shall remain in force and, unless otherwise agreed, shall continue to be governed by the provisions of Article 9.1.a.

9.3. The Subscriber's request for a new system function or its modification or change does not fall under the above SLA provisions and is considered a new order and is charged according to the Provider's current price list.

Complaints and Compensation

9.4. The Subscriber is entitled to claim the provided service and the price charged. The complaint must be made in writing and must be submitted immediately after the defect is discovered, within 2 months, at the latest, of faulty provision of the Service. Otherwise, the right to claim expires. The complaint may be submitted in writing by sending it to the Provider's registered office or electronically or by fax to the Provider's contact addresses.

9.5. Complaints must be marked as "Complaints" and must contain the identification of the Subscriber, identification of the Service, description of the reason for the Complaint and all-important facts, time of origin or time of finding out the reason for Complaint, name of the contact person and must be signed by an authorized person.

9.6. The Fault Period for calculating the compensation in the relevant Period is determined as follows:

9.6.1. The moment of notification is the time of Tcrash.

9.6.2. If the Subscriber does not allow on-site service intervention (if necessary and the Subscriber has been requested to enable it), Tcrash is postponed for the duration of the intervention.

9.6.3. Tstart is the moment when the Malfunction is removed by the Provider and the Service is put back into operation.

9.6.4. The total Fault Time in the relevant Period is determined as the sum of the times between the occurrence (Tcrash) and the removal (Tstart) of each Fault.

9.6.5. A failure of electricity or any other fact on the part of the Subscriber shall not be considered to be a Failure.

9.7. The Subscriber has the right to compensation if his Complaint is justified. If the complaint is not justified, the Provider is entitled to charge according to the current price list. The Provider is obliged to notify the Subscriber of this fact immediately after it has discovered this fact.

9.8. Filing a Complaint has no suspensory effect on the payment of the payment for the provided Services.

9.9. In the event that the Subscriber does not agree with the result of the Provider's settlement of the Claim, the Subscriber may contact the Czech Telecommunication Office.

10. Limitation of the Service

10.1. The Provider is entitled to limit or interrupt the provision of the Service for the necessary period of time if there are serious technical or operational reasons, in particular if the security and integrity of the network is threatened or compromised or the security of the Services is compromised; when a state of crisis occurs, in particular the state armed emergency, a natural disaster or a threat to the security of the state; by law or by a decision of a judicial or administrative body.

10.2. The Provider is entitled to limit or interrupt the provision of the Service:

10.2.1. For the Payment Type Service “Credit” – in case the Credit is exhausted.

10.2.2. For the Payment Type Service “Invoice” – if the Subscriber is in default with payment for the Services provided.

10.2.3. For all Types – if the Subscriber does not meet the terms and conditions.

10.3. Restrictions on the use of the Service may also include failure to perform service and supervision.

10.4. If the use of the Service by the Subscriber is technically or otherwise bound to another Service provided by another person or third party directly to the Subscriber under a contract between that person and the Subscriber, then the cancellation or suspension of such Service by a third party delay in providing the Service.

10.5. If the Subscriber is in delay with payment for any services or other performance, a reminder is sent to the specified invoicing email address. If the payment is not made even within the substitute period of performance, the Provider may restrict or suspend the provision of the service or services concerned, if it is not possible to provide them separately. If the Subscriber uses several Services and fails to pay one or more of them, the provision of any of these Services may be suspended. The Provider is also entitled to limit the

provision of services due to the fact that it is clear from the Subscriber's behaviour that the Subscriber does not meet its obligations towards the Provider or, for example, the ordered insolvency of the Subscriber, etc.

10.6. The Provider may terminate the contractual relationship or not set up a publicly available communication service if the subscriber has intentionally misrepresented personal or identification The data or systematically belatedly paid or not paid the price for services, despite the Provider's warning.

10.7. The reintroduction of the service is possible after payment of all due and due obligations to the Provider. The renewal of provided services is subject to a fee of CZK 1,000 without VAT. This charge will be reflected in the following billing. In this case, the Provider is entitled to transfer the Subscriber to the credit system.

11. Privacy and Confidentiality

11.1. The Provider collects and keeps up-to-date records of subscribers and users of services containing personal, identification, contact and operational data. The Provider undertakes to collect, process and use such data relating to subscribers and users in accordance with Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016 on the protection of individuals with regard to the processing of personal data and on free movement of this data and repealing Directive 95/46/ EC (the General Regulation on the Protection of Personal Data (hereinafter referred to as the "GDPR Regulation")) and further in accordance with the legal order of the Czech Republic, in particular on Personal Data Protection, Act No. 127/2005 Coll., on Electronic Communications, Act No. 480/2004 Coll., on Certain Information Society Services, Act No. 133/2000 Coll., on Population Registration and Birth Numbers, in their effective wording, especially for the purpose of proper performance of the contract, or for the purpose of establishing, providing or billing the service and regulations, especially GDPR.

11.2. Subscribers' personal, identification, contact and traffic data may only be used by the Provider's employees and other entities that process personal data and / or use identification or traffic data under contract with the Provider (e.g. Authorized Partners, or protecting the legitimate interests of the provider) or under applicable law. These other persons, when processing any subscriber data, are obliged by the provider to comply with the obligation under this Agreement and the relevant legislation and may process such data only to the extent necessary. Traffic data is collected by the provider, processed for as long as is necessary, during which the service bill may be challenged or recovered. The Subscriber has the right to access personal data concerning him/her.

11.3. The Provider is also obliged to store and provide operational, personal, identification or contact information for the needs of state authorities in accordance with the applicable legislation. Traffic data is not processed and stored by the provider for marketing purposes and, in the case of ancillary services (value added services), the provider does not process any traffic data other than the data necessary to transmit a message through electronic communications networks (service provision) or service billing.

11.4. The Subscriber expressly agrees that the Provider is authorized to collect, process and use the Subscriber data for business purposes only based on their legitimate interests or with the Subscriber's prior written consent, except that the Provider is entitled to list the Subscriber in its reference sheet. The Subscriber is entitled to make a decision on listing his/her personal data in the Subscriber List.

11.5. The Subscriber acknowledges that the Provider is obliged to provide without delay and free of charge to the entrepreneur providing up-to-date personal data or identification data of all its subscribers for localization or identification of the caller when calling emergency numbers.

11.6. The contracting parties shall consider as trade secret all information about the other party resulting from the concluded Contract and the Order, especially the terms of the Contract and the price of the Services. The confidentiality obligation remains in effect for three years after the termination of the contract.

11.7. Any communication to a third party which has been shown to have at least one of the following characteristics shall not be deemed to be a breach of the confidentiality obligation set out in the preceding paragraph:

- the information is publicly known or publicly available even before its notification to the third party;
- the information must be communicated to a third party for legal reasons;
- the information must be communicated to a third party in order to protect the provider's legitimate interests.

11.8. The Subscriber/User expressly agrees that his/her telephone call to a contact centre operator, operator, or Provider Specialist is monitored and recorded by the Provider solely for the purpose of internally controlling the services provided to enhance their quality and protect the Provider's legitimate interests; / the user agrees that the relevant record is backed up by the provider for the necessary period.

11.9. The Provider is entitled to require persons acting on behalf of the Subscriber or User to be authorized or authorized to act on their behalf.

12. Change of Contract, Order and Service Parameters

12.1. The contract can be changed:

12.1.1. Adding a new Order.

12.1.2. Replacing the Order with a new Order (Change Order).

12.1.3. Written numbered Amendments to the Contract or the relevant Order.

12.1.4. The new General Terms and Conditions or the Price List become effective.

12.2. Price list changes:

12.2.1. The changes are always effective for the Subscriber on the 1st day of the 1st Period following the expiry of the period according to 3.1.4.

12.2.2. Changes in favour of the Subscriber may be made by the Provider also in a period shorter than specified in 3.1.4.

12.3. The Provider is entitled to unilaterally change the Service at any time and thereby change the Order if the quality parameters of the Service are improved and the price is not increased.

12.4. Arrangements in the Supplement take precedence over those in Orders. Pricing arrangements in the Supplement shall also apply to all Orders concluded prior to the conclusion of the Supplement, but only from the date of the Supplement.

12.5. The Provider is entitled to charge additional work requested by the Subscriber according to the Price List. The Provider is obliged to notify the Subscriber of this fact. The Provider is entitled to request an additional work by email or in writing, unless otherwise agreed with the Subscriber.

13. Duration and Termination of Contract and Order

13.1. The Contract is concluded for a minimum period of validity of at least one Order.

13.2. The Order shall be concluded for an indefinite period, unless expressly agreed otherwise in the Order.

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

13.3.1. Concluded for an indefinite period or modified by expiry of the period without giving any reason; the notice period is 3 months and starts to run on the first day of the Period following the delivery of the written notice to the other party.

13.4. If unusually high traffic exceeds twice the average Billing amount during the billing period, or an unusual type of traffic (e.g. calls to exotic destinations or audio text numbers, although such calls have not been so high in the past); the Provider is entitled to suspend the provided services in order to protect the interests of the Subscriber.

13.5. The Parties may agree in the Order for the possibility of early termination of the Order concluded for a definite period of time, for severance pay. The Order will then be terminated upon payment of the Severance on the last day of the Period following the day on which the Severance was paid, provided that the Severance was paid by the Subscriber to the Provider no later than 7 days prior to the Termination. In case of late payment, the Order will be terminated on the last day of the following Period.

13.6. Unless otherwise specified in the Order, severance pay is 50% of the Subscriber's average monthly payment for the Services provided, multiplied by the number of Periods remaining until the expiry of the agreed duration of the Order. Severance pay may also be agreed as a fixed amount.

13.7. The Subscriber may withdraw from the Order:

13.7.1. In the event that the Provider has not repeatedly established the requested Service, or has not made an agreed change in writing, even within 30 calendar days, or on an alternative date after the expiry of the period specified for setting up the given Service or change of Service in the Order.

13.7.2. If the Provider has notified a substitute date for the establishment of the Service pursuant to the point in this case, the Subscriber has the right to withdraw from the Order within three days from the delivery of the notice of change, otherwise the notified substitute date is considered as agreed.

13.7.3. In the event that the Provider has not adhered to the SLA parameters in two consecutive months, the Subscriber complained about this and the Complaint was acknowledged by the Provider.

13.7.4. In the case of a notice of a change to the General Conditions or the Price List, if the changes are to its detriment, within 14 days of the notice. You can withdraw on the effective date of the changes. This right does not belong to the Subscriber in the event that such changes occur on the basis of a binding legal regulation, a decision of an administrative authority or a court. Upon expiry of the 14-day period without delivery

of the withdrawal, the Subscriber shall be deemed to agree to the change and the right to cancel the Order by withdrawal.

13.8. The Provider is entitled to terminate the agreed Orders, Contracts if:

13.8.1. The participant grossly violated its obligations. A breach of the Subscriber's obligations pursuant to Section 4.1 shall be considered a gross breach and failure to pay any payment under the Contract within 10 days after the due date.

13.8.2. The Subscriber repeatedly (at least twice within three consecutive months) did not fulfil the contractual terms and conditions, in particular breached its obligations under clause 4.2.

13.8.3. "When establishing the Service or making a change, the Provider shall find that the relevant Service cannot be set up or changed for technical reasons.

13.9. The Provider is entitled to withdraw from the Contract with immediate effect, i.e. on the day of delivery of a written notice of withdrawal to the Subscriber in the event that the reasons for withdrawal pursuant to clause 13.8. apply to all Orders. On the day of withdrawal from the Contract, all Orders cease to exist.

13.10. The order also expires:

13.10.1. Automatically for the Service of the Payment Type "Credit" - if the Credit is not paid within 60 days after the suspension of the Service (due to the use of credit).

13.11. In the event of termination of the Contract or withdrawal from the Contract due to Subscriber, the Provider is entitled to a contractual penalty equal to the balance of unpaid amount for using the Service or to the sum of monthly payments by the original agreed term of service. The Provider is entitled to unilaterally choose the method of calculating the contractual penalty. This is without prejudice to the right to claim damages and interest for late payment.

13.12. All withdrawals from the Contract or the Order and the termination of the Contract and the Order must be made in writing.

13.13. The Agreement shall terminate upon termination of the last Order.

13.14. In the event of premature termination of the Service for a reason on the part of the Subscriber, the Provider is entitled to a contractual penalty, whereby the claim for damages and interest on late payment shall not affect:

13.14.1. In the case of the Fixed Term Service, the Provider is entitled to a contractual penalty amounting to the sum of the monthly fees for the provision of the Service until the expiry of the agreed period.

13.14.2. For the indefinite period of time, the Provider is entitled to a contractual penalty amounting to the sum of monthly fees for the period of the agreed notice period.

14. Liability for Damage and the Damages

14.1. If the Service is not provided according to the Order, the Provider's liability is limited to the obligation to promptly remedy the Failure and to provide compensation under Article 9 according to the agreed SLA.

14.2. Except in the cases specified below, the Provider shall be liable for actual damage demonstrably caused by the Provider's fault, except in cases excluding the liability under applicable law. The Provider is obliged to pay for such damage in the proven actual amount, however, up to 70% of the sum of the annual fees of the Subscriber up to a maximum of CZK 50,000, unless otherwise agreed. The Provider is not obliged to pay for the lost profit of the Subscriber.

14.2.1. The relevant amount according to the previous point 14.2. shall be used by the Provider first to settle the due receivables from the Subscriber. In the absence of such claims, or if the specified amount is not sufficient to settle the amount of compensation for damages, the Provider shall provide the Subscriber with a Service of the relevant amount (possibly reduced by receivables). Only if compensation is paid after the expiry of the contract will the compensation be paid in cash.

14.2.2. The Provider is not obliged to compensate the Subscriber for damages, including lost profits, which arise as a result of interruption of the Service or faulty provision of the Service. Furthermore, the Provider is not obliged to pay damages, including lost profits, arising from late performance of a third party or late performance of the obligation to remedy defects or due to force majeure.

14.2.3. The Provider shall not be liable for an incorrectly billed price of the Service or for a defective service provided, unless the Subscriber has exercised the right to claim the billed price or the provided Service with the Provider.

14.2.4. If the Subscriber has the things in his ownership or lease stored in the Provider's premises, such things are insured on the basis of a contract concluded between the Provider and the insurance company. In the event of an insured event, the Provider shall not be liable for lost profit and any data stored in these matters.

14.2.5. The Subscriber shall be liable to the Provider in full also for any damage caused by a third party who intentionally or negligently enabled the use of the Service or which the Service provided in the framework of commercial obligations.

14.2.6. As soon as the Subscriber recognizes or proves the damage according to 14.2.5 and 14 May, the Subscriber pays the full compensation within thirty (30) calendar days by bank transfer to the Provider's account.

14.3. The Subscriber declares that if any claims against the Provider due to the non-fulfilment of clause 4.1.6 in connection with the installation to the agreed extent have been made by the owner, they will settle these claims or reimburse the Provider for all expenses, damages and incomplete assurance to the Provider.

14.4. If the Subscriber does not allow the Provider to take over its equipment within 7 (seven) days after the termination of the Contract or termination of the Service, the Subscriber is in delay and is liable to the Provider for damage according to applicable legislation. The Subscriber undertakes to pay the Provider a penalty without undue delay.

14.5. The Subscriber undertakes to compensate the Provider for any damage caused by theft or damage of the Provider's equipment located in the Subscriber's premises.

14.6. The Provider is not responsible for the content of websites, files, e-mail, any data, etc., the use of which only mediates access; the Subscriber is responsible for any information, way of its use, dissemination and handling of information and data.

14.7. Neither party shall be liable for failure to fulfil if it proves that the failure to fulfil its obligation was due to an obstacle not dependent on its will and which could not reasonably be expected to have occurred at the time of the conclusion of the contract or it could avert or overcome the consequences (force majeure), in particular natural disasters, war events, terrorist attacks, epidemics, legal measures imposed as a result thereof, etc.

14.8. In the cases specified in these General Terms and Conditions where the Provider is entitled to a contractual penalty, the Provider shall be entitled, in addition to the contractual penalty, also to compensation for damages incurred by the Subscriber from the actions of the Subscriber.

15. Consumer Contracts

15.1. In case of ordering the Service or the device through the website of the Provider, the service will be set up, delivered with the installation package or sent to the device within the term according to the conditions stated on the website. Postage is not charged unless otherwise stated on the website for the relevant goods or services. The stated prices of

equipment and services are valid for the period of their presentation on the website of the Provider, unless it is stated that the prices are invalid.

15.2. The Subscriber is obliged to inspect the delivered equipment or installation package without undue delay and inform the Provider without delay of any defects found in writing or by email. In all cases, it is necessary to submit a copy of the invoice and proof of payment of the delivered package, service or device for the complaint. The Provider is not liable for damage caused by external events and incorrect handling. The Provider undertakes to inform the Subscriber no later than 5 working days after receiving the complaint about its procedure and settlement.

15.3. In accordance with Section 1829 of Act No. 89/2012 Coll., The Civil Code, as amended, the customer, who is a consumer has the right to withdraw from the Contract for the supply of equipment or provision of the Service concluded via the Internet within 14 days of takeover of the equipment, installation package or Service, if the provision of the service has not already begun within this period with the consent of the customer. The withdrawal must be notified in writing.

15.4. The control body is the Czech Telecommunication Office with its registered office in Prague.

16. Telephone Number Portability

16.1. The portability of the telephone number allows any subscriber of a publicly available electronic communications service, which requests it to retain its telephone number(s) independently of the provider providing the publicly available electronic communications service.

The portability of the telephone number (Section 34 of Act No. 127/2005 Coll.) and the selection of the service provider (Section 70 of Act No. 127/2005 Coll.) shall be ensured by the respective operator of the electronic communications network to which the Subscriber's terminal equipment is connected, in compliance with the measure of the general character of the Czech Telecommunication Office No. OOP/10/10, as amended. The conditions for porting the subscriber's telephone number to the Provider's public communication network are set forth later in this article. The price for porting the number is specified in the Provider's price list, unless otherwise agreed between the parties.

16.2. The Subscriber is entitled to order from the Provider in writing for a publicly available telephone service (or a service that also includes a publicly available telephone service) of the Provider to transfer a telephone number assigned to the Subscriber by the original

operator of the public) the original (abandoned) operator's communications network to the provider's public communications network.

16.3. The porting of a telephone number in accordance with the preceding provision may be ordered as part of the establishment or modification of a publicly available telephone service, the detailed terms and conditions of which are set out in the contract, in particular the relevant Service Specification, termination of a publicly available telephone service.

16.4. If the Subscriber requests the transmission of a telephone number from another service provider to the Provider's electronic communications network, the Provider is obliged to ensure the transmission in accordance with legal regulations. In order to transfer a telephone number from another provider of electronic communications services, it is necessary to deliver to the Provider a duly signed form - "Termination with porting". The Provider shall be responsible for the proper delivery of the 'Termination Notice' form to the abandoned Provider, without which the number cannot be transmitted. The telephone number will be transferred within the time limit stipulated by law, or longer if the form - "Termination notice" has been stated.

16.5. If the Subscriber transmits a telephone number from the Provider to the electronic communications network of another electronic communications service provider and the Contract or individual Service concluded with the Provider has not been terminated by the Subscriber, the Contract or individual service will be terminated on basis of a form sent by the receiving provider "(CAF): Form by which the Subscriber requests termination of the contractual relationship and transmission of the telephone number to another provider of electronic communications services.

16.6. The Subscriber shall deliver the duly completed and signed form to the Receiving Provider on the date of telephone number transmission. The deadline for porting the telephone number, including the activation of that number in the network of the receiving operator, shall be four working days and shall begin on the first working day following the day on which the Subscriber request for change of service provider is delivered to the receiving service provider. The service provider did not agree on a later date of transfer. The condition for porting the telephone number is the termination of the provision of the publicly available electronic communications service on the transmitted telephone number, based on a legal act aimed at the proper termination of the provision of the publicly available electronic communications service on the transmitted telephone number. If this legal act is not carried out by the end of the first business day following the day on which the Subscriber's request for change of service provider was delivered to the recipient service provider, the period of 4 working days under this paragraph shall not be deemed to have started.

16.7. The Provider is entitled to refuse a request for a change of service provider or an order if:

- a) The conditions under paragraph 16.5 are not met, i.e., the proper termination of the provision of a publicly available electronic communications service on the transmitted telephone number, unless otherwise agreed,
- b) The telephone number is already included in another order,
- c) there are technical barriers to porting the telephone number,
- d) the number is not subject to portability pursuant to a special regulation
- e) The Subscriber is not authorized to dispose of the telephone number.

16.8. Unless stated otherwise in the contract, the notice period for a publicly available electronic communications service and for connection to a public communications network is a maximum of 30 days. This shall not apply to other agreed services and the notice period agreed in the contract shall apply.

16.9. If the Contract for Publicly Available Electronic Communications Service or Publicly Available Electronic Communications Service contained in the Contract containing other services provided is prematurely terminated on the basis of the "Termination Notice (i.e. before the minimum period of use), the Provider is entitled to charge and the Subscriber is obliged to pay a one-off fee in the amount stipulated by Section 63 of Act No. 127/2005 Coll. In the event that a publicly available electronic communications service is part of another contract, the other provisions of the contract shall remain in force without change.

17. Common and Final Provisions

17.1. All notifications and information pursuant to these General Terms and Conditions may also be made by e-mail or communicated in the form of publication on the Provider's or Intranet's website.

17.2. In the case of postal service, the document shall be deemed to have been served on the third day following the registered postal delivery.

17.3. Actions in the Contract and the Order (conclusion, change, notice, etc.) may also be carried out electronically on the Intranet (if offered by the Provider) so that the Subscriber carries out the proposed action in the manner specified therein, accepts all terms and conditions included therein and the Provider shall electronically accept the proposal made thereby.

17.4. The rights and obligations of the parties agreed in the Contracts, Orders, Price List and Amendments shall prevail over the provisions in these General Terms and Conditions. Unless stipulated otherwise, the ownership right passes to the Subscriber only after full payment. In the case of a lease, the Subscriber is obliged to pay for damage to the leased

items that arose in other than normal wear and tear. In the event of termination of the contract, the Subscriber shall immediately return the subject of lease to the Provider's registered office, unless they agree otherwise with the Provider.

17.5. All relationships are governed by the laws of the Czech Republic. Any disputes between the parties arising from contracts and other commercial obligations that have not been settled amicably and whose decision is not within the jurisdiction of another administrative authority shall, unless the parties agree otherwise:

17.5.1. If the Participant is an entrepreneur, in arbitration proceedings pursuant to Act No. 216/1994 Coll., On Arbitration Proceedings, as amended, by the Arbitration Court attached to the Economic Chamber of the Czech Republic and the Agrarian Chamber of the Czech Republic under one of its Rules. The place of arbitration shall be Prague. The arbitration award rendered shall be final and enforceable.

17.5.2. In the event that the Consumer is a Consumer, in the material and locally competent court.

18. Protection and Processing of Personal Data

18.1. The GDPR Regulation introduces a number of new rules. Their validity and observance will have to be proven by every controller and personal data processor throughout the processing. Daktela is in the position of its technical service organization, i.e. the processor. As part of the administrator's activities, Daktela may only carry out processing operations entrusted to it by the administrator or resulting from the activity for which the processor has been authorized by the administrator. The mandate results from the concluded contracts. The data (call recordings, CRM records, campaign records, ticket attachments, etc.) that Daktela works with as a processor or comes into contact with the fulfilment of its contractual obligations are still owned by the data controller (customer). Daktela is not responsible for the compliance of this data (personal data) provided by the controller with the GDPR Regulation. Daktela provides only the necessary technical service for personal data controllers according to their instructions and in accordance with the concluded contracts and valid legislation.

18.2. Security

Only trained employees who access a secure communication channel and are authenticated with a username and password have access to the data provided by customers for the purpose of the contract. Daktela has internal processes and procedures set up to protect these approaches. Access is required to provide technical support, requested action, or upgrade based on customer requirements.

The data and servers operated by Daktela are stored in hosting centres

- 1) TTC Teleport Ltd., Tiskařská 257/10, 108 00 Prague 10
- 2) DC Nagano, U nákladového nádraží 3153/8, Prague 3, 130 00 Czech Republic
- 3) DC Benestra, Udernicka 15, 851 01 Bratislava.

All data centres have 24-hour security. Only authorized and trained employees have physical access to Daktela servers. All approaches are audited and monitored.

Due to geo-redundancy, regular data backups are stored in the above data centres in multiple copies.

For maximum data protection, all Internet traffic to customers' virtual servers is realized via standard secure and encrypted protocols. In addition, all communication is routed through a central firewall that performs a real-time inspection analysis of the communication. If the firewall evaluates traffic as suspicious based on inspection rules, the source IP address is automatically blocked. The data is the property of our customers at all times and is kept only for the agreed time. This period is agreed in advance in the contract. After termination of the cooperation, the customer is allowed to download the data and possibly transfer it to another provider. The data is then deleted. Daktela is not authorized to provide or forward this data to anyone.

19. Privacy Policy Rights and Obligations between the Controller and the Processor

19.1. These Terms and Conditions regulate mutual rights and obligations in the processing of personal data to which the Provider has obtained access in the performance of the contract concluded with the Subscriber (user). In the event that a contract on the processing of personal data has been concluded between the Provider and the Subscriber, this shall take precedence.

19.2. The Provider undertakes to process for the Subscriber the personal data provided by the Subscriber to the extent and for the purpose stipulated by the agreed contract. The Provider is not entitled to process personal data in contradiction to or beyond the scope stipulated by these terms and conditions and the agreed contract, and only for the period agreed in the contract.

19.3. The participant grants permission with the involvement of a subcontractor as a further processor under Article 28 (2) of the GDPR Regulation, which is the hosting provider see. Art. 18.2. of these GCT. The Subscriber also grants the Provider a general authorization to involve any other processor of personal data in the processing, however, the Provider must inform the Subscriber in writing of any intended changes concerning the acceptance or

replacement of other processors and give the Subscriber the opportunity to object to these changes. The Provider shall impose on its subcontractors, in the capacity of a personal data processor, the same data protection obligations as set out in these Conditions.

19.4. The Provider undertakes that the processing of personal data will be ensured in particular as follows:

19.4.1. The provided personal data are processed in accordance with legal regulations, the agreed service contract and based on the Subscriber's instructions. The Provider is not responsible for the accuracy of the personal data provided by the Administrator.

19.4.2. The Provider undertakes to provide technical and organizational protection for the processed personal data in such a way that unauthorized or accidental access to, alteration, destruction or loss of data, unauthorized transfers, other unauthorized processing, as well as other misuse and that all personal and data processing obligations of the data processor are ensured continually during the processing of data.

19.4.3. The technical and organizational measures taken shall be at a level of risk. Through them, the Provider ensures the continued confidentiality, integrity, availability and resilience of processing systems and services, and restores the availability and access to personal data in a timely manner in the event of physical or technical incidents.

19.4.4. The Provider hereby declares that the protection of personal data is subject to the internal security regulations of the Provider.

19.4.5. Personal data will be accessible only to authorized persons of the Provider, who will have the conditions and scope of data processing determined by the Provider and each such person will access the personal data under its unique identifier.

19.4.6. The Authorized Persons of the Provider processing personal data in accordance with these terms and conditions are obliged to maintain confidentiality of personal data and security measures whose disclosure would compromise their security. The Provider shall ensure their demonstrable commitment to this obligation. The Provider shall ensure that this obligation for the Provider and the Authorized Person shall continue even after the termination of employment or other relationship with the Provider.

19.4.7. The Provider shall, if necessary, assist the Subscriber through appropriate technical and organizational measures in fulfilling the Subscriber's obligations arising from the function of the personal data controller. The Provider is entitled to request a

reasonable remuneration for these activities based on the current price list published on its website.

19.4.8. After termination of performance of the performance, the Provider is obliged to delete all provided personal data or return it to the Subscriber, unless it is obliged to store it on the basis of a special law.

19.5. The Subscriber undertakes to immediately report all facts known to him which could adversely affect the proper and timely fulfilment of obligations arising from these Conditions and to provide the Provider with the necessary cooperation for the fulfilment of these Conditions.

19.6. Relationships not expressly regulated by these conditions are governed by the GDPR Regulation and the legal order of the Czech Republic, in particular Act No. 89/2012 Coll., The Civil Code, as amended.

20. These Conditions Come into Effect on 1.1.2022