

## General Contractual Terms

The following arrangements are the valid General Contractual Terms (hereinafter the "General Terms") for the use of all of the services that a Provider offers to its Customers, and they apply to all business relationships between the Provider and each of its Customers established based on an agreement entered into pursuant to Article II. hereof and are issued in accordance with the provisions of Section 1752 of Act No. 89/2012 Coll., the Civil Code (hereinafter referred to as "NOZ"), as amended.

### I. Contracting Parties

The Contracting Parties are further specified below.

#### Provider

- 1) The Provider of service is INTERNET CZ a.s., Company ID No. 26043319, with its registered seat at Ktiš No. p. 2, District of Prachatice, postal code 384 03, registered in the Commercial Register at the Regional Court in České Budějovice, in Section B, File 1245.

#### Customer

- 1) A Customer of the company may be any natural person competent to execute legal acts, either as a consumer or entrepreneur, or a legal entity that enters into a proper agreement with the Provider in accordance with Article II. hereof.
- 2) A consumer is any person who outside their business activities or outside the independent exercise of their profession concludes an Agreement with the Seller or is otherwise involved. For such Customers, these general terms and conditions are applicable, as well as special conditions in accordance with article XII of these terms. Such special conditions shall take precedence over the general terms and conditions in the event of a contradiction to individual provisions.
- 3) Entrepreneur is a person who independently, on their own account and responsibility performs a gainful activity by running a small business or in a similar manner with the intention to do so consistently in order to achieve a profit. For the purposes of consumer protection, an entrepreneur among others shall also be considered any person entering into an Agreement related to their commercial, industrial or similar activities or in the exercise of their own profession, or a person acting on behalf or at the expenses of an entrepreneur
- 4) By completing an order, the Customer expresses their clear agreement with and comprehension of the General Terms, and all conditions related to the ordered service (Other terms), as well as with the contents, specification and price of the ordered services based on the Provider's offer. Both the Customer and the Provider are required during the validity of the Agreement to comply with generally valid legislation, the provisions of this Agreement, these General Terms and Other terms if they are part of the services ordered by the Customer.

### II. Entering into Agreement

- 1) This Agreement shall become valid when an order is placed (usually online by sending a properly completed order to the Provider on its website) or at the time of acceptance of the proper and complete order of services from the Customer by the Provider and shall take effect on the date when the agreed and identifiable payment based on the Customer's order arrives in the Provider's bank account and the registration of the ordered service is confirmed for acceptance of the agreed payment by the Provider. If for ensuring of the service by the Provider it becomes necessary for the Customer to add to the order other requirements based on the specification of individual services, or if the Customer has carried out a certain action (such as approval), the Agreement shall take effect only if all of those requirements are cumulatively fulfilled by the Customer.
- 2) Upon fulfilment of all of the requirements, this Agreement between the Provider and the Customer will take effect with all of the consequences specified herein and with all related documents, with all impacts and consequences anticipated by valid Czech legislation for similar cases of unwritten agreements or remotely entered into agreements. By entering into the Agreement, the Provider and the Customer pledge to comply with it, Terms and Other terms that are an inseparable part of the order of the Provider's particular service selected by the Customer.

### III. Agreement duration

- 1) The agreement on provision of internet services (the "Agreement") is being entered into for a definite period, unless the contracting parties agree otherwise or it is otherwise stipulated by special terms for selected services. The duration of the Agreement shall be established in written form and approved by both contracting parties, or automatically according to the applicable invoicing period established by the Customer at the time of the order placement, and in such situation the duration of the Agreement shall represent the same time length as the duration of one invoicing cycle. The Agreement shall be renewed in its current wording always upon the new invoicing period for this already existing service under the condition of proper payment of all of the Customer's obligations towards the Provider and confirmation from the Provider.
- 2) contractual relationship may end for any of the following reasons:
  - a. withdrawal from the Agreement, or
  - b. non-payment of any owed amount in a proper and timely manner and/or
  - c. upon expiration of the agreed period, and/or
  - d. termination of the Agreement, or
  - e. for any of the other reasons specified in the Other Terms.
- 3) Termination of this contractual relationship shall not relieve the Customer their obligation to pay the Provider all fees they owe for the provided services until the contractual relationship ends, nor shall it relieve the Customer of liability for potential damages caused to the Provider.

### IV. Withdrawal from the Agreement

Both parties are entitled to withdraw from this Agreement at any time for any of the reasons specified herein or by law. The reasons for withdrawal from this Agreement are specified in the Terms, in related documents and in the Other Terms valid for this contractual relationship.

### V. Termination of the Agreement

Both parties have the right to terminate this Agreement but only for reasons referred to in law or in the Agreement. Reasons for termination of this Contract are listed in the Terms I, in related documents, and Other Terms applicable to this contractual relationship.

### VI. Related documents

- 1) This Agreement and the business relationship arising from it are governed mainly by the Terms in their current wording and Other Terms or their amendments or written amendments hereto and particularly by the Commercial Code and the Civil Code of the Czech Republic, as amended.
- 2) The Customer by ordering a service confirms that they have become familiar with the Terms, with the Other Terms and with all other conditions applicable for the specified contractual relationship and expresses their complete and irrevocable approval and acceptance of them.

### VII. Service

- 1) A service is understood as a specific service ordered by the Customer from the Provider's offer and confirmed by the Provider.
- 2) The Provider currently offers mainly the following services:
  - a. Registration and administration of domain names
  - b. Webhosting, which is understood as shared hosting of websites, e-mail addresses and other services for their own domain.

c. Server hosting

- i. A dedicated server, which is understood as leasing reserved hardware and securing its operation - internet connection, power supply and cooling.
- ii. A virtual server, which is understood as leasing of a shared data space in which a server operating system is running.
- iii. Housing, which is understood as leasing of a physical location for a server and securing of server operation - internet connection, power supply and cooling.

The list of services can be changed based on the Provider's current offer.

## VIII. Order

- 1) By entering into this Agreement, the Customer makes clear their approval and understanding of the fact that it is required to state in orders and other forms and documents only truthful and current information about themselves and that in the event of any changes to such information, it is required to update it or ensure its updating in the Provider's database promptly. The Customer bears in mind and agrees that the Provider is not responsible in any way for any damages of a financial, material or intellectual nature that arise for the Customer as a result of stating invalid and/or non-current information in the Provider's database and is not authorized to attempt to obtain reimbursement of any such arising damages from the Provider.
- 2) After entering into this Agreement and fulfilling other potential requirements (such as payment for the service or delivery of all necessary documents and approvals) the ordered service will be set up and put into operation for the Customer, and the Customer will also receive their unique access log-in for the administrative interface from which they will manage their services and their extent as well as all contact information. The Customer shall receive access information necessary for the use of each service that is put into operation.
- 3) The Customer bears in mind and agrees that they are not authorized to enter into the Agreement with the Provider on behalf of any third parties, if no third party has granted prior written consent or a power of attorney for such arrangement. The Customer bears full responsibility for all orders, changes and modifications that were carried out from their administrative interface or using assigned log-in details for administration. The Customer bears in mind and agrees that they must on their own to the maximum extent possible protect their log-in data, used technology and all other sensitive information disclosed to them by the Provider in order to prevent their misuse by unauthorized persons to the maximum extent possible. As part of ensuring a higher level of security, the Customer is entitled on their own to change any of their access details at their own discretion.
- 4) The Provider is not responsible in any way for the misuse of the Customer's log-in data or of any personal information of the Customer or third parties based on which the Provider accepted the order of services or made any required change or adjustment to already existing records and services, unless the Provider itself caused such misuse. Misuse of such data by the Provider shall not include its sending to the Customer to their specified contact e-mail address for setting up the service or its resending or disclosure to the Customer after such repeat disclosure is requested and the legitimacy of such request is sufficiently verified.
- 5) The Customer pledges without needless delay and in a provable manner to notify the Provider in the event of the loss, theft or misuse of their access rights.
- 6) The Provider is authorized at any time even without a reason to require documents from the Customer including notarized written materials, documents and signatures for proving any information important for the Provider particularly for entering into the Agreement, ending the Agreement, the duration of the Agreement, changes to the Agreement and for confirmation of the Customer's instructions.
- 7) The Provider is authorized to refuse to enter into the Agreement with the Customer if the Customer's requirements clearly conflict with the law.
- 8) The Customer bears in mind and agrees that the Provider shall send to the Customer's contact e-mail address commercial disclosures and information about new products and services. Such e-mail correspondence fulfils all of the conditions of the Act on regulation of advertising, No. 138/2002 Coll., and the Act on certain IT services, No. 480/2004 Coll., and cannot be regarded as spam.

The Customer also agrees that the Provider may use information about the Customer (except personal data for which special legislation applies) for marketing purposes. This particularly includes listing the Customer in the Provider's references, including potential excerpts from e-mail correspondence.

#### **IX. Privacy policy**

- 1) The Provider confirms that it fulfils all legal requirements related to personal data protection, in accordance with relevant legislation. The Customer agrees with the processing and storage of their personal data in accordance with European Regulation 2016/679 (GDPR) and Act No. 110/2019Coll., as amended. The methods of processing and storing personal data are described in the Privacy Policy document.
- 2) The Provider hereby declares that all personal data are confidential and will only be used only for the execution of the Agreement with the Customer, as well as of the Provider's marketing events and will not be otherwise disclosed, provided to a third party, etc. with the exception of the situation related to the distribution or payments with respect to ordered goods (communicating the name and shipping address).
- 3) The Provider proceeds, so that the data subject did not suffer any harm, in particular related to the right to human dignity, ensure protection against unauthorized intrusion into the private and personal life of the data subject. Personal information provided voluntarily by the Customer to the Provider for the purposes of fulfilling the order and the seller's marketing events, are collected, processed and stored in accordance with the applicable legislative of the Czech Republic, in particular, with the law No. 110/2019Coll., on personal data protection, as amended, and in accordance with European Regulation 2016/679 (GDPR). The Customer gives his consent to the collection and processing of personal data for the purposes of satisfying the subject of the purchase contract and use for marketing purposes by the Customer (especially for sending commercial communications, telemarketing, SMS), until a written statement disagreeing with such processing is sent to the address INTERNET CZ, a.s., Ktiš 2, 384 03 Ktiš. Electronic form shall be considered a written statement in this case as well. The buyer has the right of access to their personal data and to correct them, including the right to request clarification and to delete impacted state and other legal rights to the data and has the right to withdraw this consent

#### **X. Operation and complaints**

- 1) The Provider shall ensure that the services are provided based on their specifications on the Provider's website, always with a maximum effort to ensure their maximum availability and usefulness. In the event of complete or partial malfunction of the service, the Provider shall promptly ensure its restoration to the extent possible based on its capabilities. Unless otherwise stated in the specification of the service, the Provider shall not provide any testing operation. The provided service includes Customer support, which the Customer may contact with their questions, requests or suggestions. The operation of Customer support is ensured for individual services in accordance with and based on the extent of the offered services. Customer support shall ensure all communication with Customers and accept their requests, but is not authorized to resolve requests exceeding the extent of their responsibilities. Customer support is not technical support for Customers.
- 2) The Provider shall communicate with the Customer mainly via its website, the Customer's administration interface and by e-mail or telephone. The Customer shall communicate with the Provider through their administration interface, by regular e-mail, by regular post or via chat, fax or telephone. For ensuring the Customer's requirements, particularly any intervention in the Customer's user account or in recorded services, the Provider may request from the Customer an authorized method of communication or sending of a request by other means that verify the Customer's identity (electronic signature, data box, registered letter with the Customer's notarized signature). In the event of non-compliance with necessary authorization requirements, the Provider shall be entitled to reject a request for a change.
- 3) The Provider reserves the right to perform operative intervention in its network and in its hardware and software used to ensure the services. The Customer bears in mind and agrees that in the event any serious problem is discovered (e.g. fire, etc.) that threatens persons and/or the functioning of

operated services and/or the network, the Provider shall have the right to completely halt the operation of provided service immediately in order to enable prompt elimination of the cause of the problem. In the event of such situation, the Provider also has the right to inform the Customer about all circumstances for the purpose of ensuring the safety of persons and operations.

- 4) The Provider is authorized to change the access data, adjust the parameters of the service or analyze service data even without the Customer's consent, under the assumption that such measures are necessary for ensuring the proper provision of the service or ensuring of problem-free operation of related equipment and software. In the event of any suspicions regarding potential breaches of obligations of the Customer, the Provider is authorized to check data and suspend or limit provision of the particular service. It is required to inform the Customer of this promptly.
- 5) The Customer may only use equipment which will not interfere with the operation of the Provider network, which is not against applicable law or against regulations protecting rights of third parties and which complies with all technological and other requirements valid for the relevant equipment used in the Czech Republic. The Customer is obliged to possess the necessary hardware and software required to access the network and shall apply all necessary measures to protect their data, as well as measures preventing access by third parties to the Customer's network or resources. The Customer is responsible for proper functionality of their equipment, as well as for other devices necessary to access the Internet network.
- 6) If the Customer eliminates the reasons due to which the service was interrupted, the Provider is obliged to reinstate or renew the service promptly, within 2 business days.
- 7) The Provider may withdraw from this Agreement if the Customer during 14 days after the service was interrupted, fails to remedy the causes or reasons due to which the service was interrupted. It shall be up to the Provider to decide whether to enforce this provision or not.
- 8) The withdrawal from this Agreement shall take legal effect on the day when the withdrawal notification is delivered. The Provider does not guarantee the delivery of the notification to the Customer, and its sending to the Customer's e-mail address shall be regarded as its delivery.
- 9) The Provider is neither responsible for any data published on the internet by the Customer nor for data the Customer may download from Internet. The Provider is not responsible for security and safety of the relevant computer network of the Customer (intranet). The Provider is not responsible for the contents of the transferred information and data.
- 10) The Customer shall report breakdowns and defects to the nonstop Customer support of the Provider via telephone, e-mail, fax or using other communication methods agreed between the Provider and the Customer and shall direct such issues to the applicable contacts or addresses specified on the Provider's website. The Customer is obliged to report their identification information based on the service used and where the relevant defect occurred and while doing so shall follow the regulations specified below applicable to the relevant service.
- 11) The Provider shall have the right to stop data transfers performed by the Customer, if such data is at variance with the provisions specified in these General Terms and generally valid legislation and standards. The Provider shall have the right to perform inspection of the connected end-equipment, focusing on the type or model of the connected equipment, as well as on the connection method.
- 12) The Provider is obliged to remove defects or breakdowns that have occurred on its network or that have been reported by the Customer and shall do so within the shortest possible time. Should it be discovered during the repair or removal of the defect that the defect or breakdown is not on the Provider's network but in the equipment of the Customer, the Provider shall have the right to request reimbursement for all expenses incurred during the removal/repair.
- 13) The Provider is not responsible for information and details specified by the Customer, including information and details disclosed in connection with the Provider's services.
- 14) The Provider is not required to check the contents of websites, data and information distributed by the Customer.
- 15) The Customer is not entitled to reimbursement of damages related to any outage or suspension of the operation of provided services, but is only entitled to the defined compensation for unrealized operation. The extent of compensation for unrealized operation is limited (the maximum amount of compensation is identical to the monthly fee) and is specified as a relative discount from the operating fees, in an extent that relatively corresponds to the extent of unrealized operation.

Following an agreement with the Provider and the Customer, the compensation can take another form. The Customer shall not be entitled to compensation if they have not paid all fees in a proper and timely manner for all of the services provided to the Customer by the Provider, if the Agreement is terminated or if the service is non-functional due to the Customer's previous conduct, or if the Customer does not submit a complaint provably in writing regarding the non-functionality of the service.

- 16) The Customer bears in mind and agrees that the Provider is not liable to any extent (and therefore shall not provide compensation) for malfunctions in services that it provably has not caused, particularly malfunctions and stoppages:

- a. caused by a technical or other problem on the side of a sub-supplier,
- b. resulting from problems caused by any of the Provider's Customers,
- c. caused by force majeure.

Force majeure events include particularly circumstances that are not dependent on the will of the parties and which the parties could not even have influenced, such as natural disasters, labor strikes, uprising, mobilization, war, unexpected electric power outages not caused by the participants, etc.

- 17) The Provider is neither responsible to the Customers or any third parties for any losses of a financial, material or other character caused by the non-functioning or interruption of a provided service, damage or loss of data or damage to servers, software or hardware. A service provided over the internet excludes (due to the technical nature of the internet) the option of any guarantees for operation itself, such as the accessibility of websites from any connection point, delivery of e-mail, ensuring operation of internet connections and privacy protection.
- 18) The Customer bears in mind and agrees that phone calls and other forms of communication between them and the Provider may be recorded or otherwise monitored for quality purposes.
- 19) The Customer pledges to notify the Provider promptly of any malfunctions or interruptions of operation, defects discovered on the Provider's or the Customer's equipment or the loss or theft of such equipment.
- 20) The start of a malfunction is considered the moment when it is reported by the Customer to the Provider in the manner specified herein or the moment when the Provider discovers the malfunction, depending on which happens first.
- 21) The Customer undertakes to claim any delivered services against the Provider in a manner that is described in the Article. XVII, letter A, section 22 paragraph a), this procedure applies to all Customers. Rights arising from liability for defects are listed in the Article. XVII, letter A, section 13) and 14). The deadline for claim settlement shall be proportionate to the nature and extent of the defect.

## **XI. Down time**

- 1) The Provider reserves the right to carry out planned down time for each service in the extent specified on the Provider's website. Down time serves mainly for performing necessary security upgrades of software and maintenance, repairs or replacement of hardware and other technical equipment necessary for the operation of a particular service. If the Provider expects necessary intervention in hardware or software in machines on which any of the offered services are provided or which are directly related to any services, and if such intervention will limit the functioning of a service for more than 30 minutes at a time, then the Provider shall notify the Customer of the planned down time in an appropriate manner no later than 24 hours before its start. An appropriate manner means publishing information about the planned down time on the Provider's website. If the Customer also requests sending of such information, a message will be sent to their contact e-mail address. The Customer bears in mind and agrees that during the down time on the Provider's side or during an outage caused by other circumstances, loss of the Customer's data can occur. The Customer is responsible alone for data backup placed, operated or hosted on equipment of the Provider and the Customer is aware that the Provider is not responsible for any data loss. The Provider does not



guarantee the delivery of the notification to the Customer, and its sending to the Customer's e-mail address shall be regarded as its delivery.

- 2) The Provider shall carry out the down time in the shortest period possible and if possible at a time of the least operation, meaning mainly at night or on weekends and holidays. If the planned down time is reported in advance, the Customer shall not be entitled to any compensation for unrealized operation or related damage as a result of such down time.

## **XII. Prohibited Use of Provider's Services**

- 1) The Customer agrees to refrain from offering or distributing any illegal content through the Provider's services, which, within the meaning of the EU Regulation 2022/2065 on a Single Market For Digital Service and amending Directive 2000/31/EC (Digital Services Act), means any information which, in itself or in relation to a particular activity, including the sale of goods, or the provision of services, which is not in accordance with Union law, or the law of a Member State which is in accordance with Union law, regardless of the precise subject matter or nature of that law Any processing of illegal content within the services and products provided to the Customer by the Provider may lead to the termination of the provision of such service or product
- 2) With regard to the definition of illegal content, the Customer agrees to refrain from using the Provider's services, in particular for:
  - a. Offering or distributing content, as well as operating activities and services that are contrary to the legal order of the Czech Republic, European law and applicable international conventions to which the Czech Republic is bound;
  - b. promoting the suppression of fundamental rights and civil liberties guaranteed by the Constitution to groups, individuals or nations;
  - c. unauthorized access to or use of data, systems or networks, including any attempt to probe or test the vulnerability of a system or network, or to breach security or authentication measures, without the express permission of the owner of the system or network;
  - d. providing and/or distributing inappropriate or threatening content, using and/or distributing any false, misleading or deceptive information, or information contrary to good manners, which damages the reputation of the Provider and/or its employees;
  - e. providing and distributing content promoting pedophilia, racism, bigotry, terrorism or illegal pornographic content;
  - f. the operation of services offering illegally obtained software for the purpose of distributing it (whether or not in return for payment) to third parties (e.g. warez, crack, etc.);
  - g. providing content that can be described as music, sound, image, film and other similar files, to which the Customer does not have the authorization or copyright or other rights to their distribution and broadcasting;
  - h. provision and distribution of content:
    - i. which is the property of the Provider and is distributed by the Customer without the Provider's written consent;
    - ii. which may give the impression that the Customer is acting on behalf of the Provider, even though the Customer is not an authorized associate of the Provider;
    - iii. which is part of the service provided to the Customer, where the Customer does not have written permission from the Provider to provide the service or any part of it to third parties;
  - i. the provision of anonymizing communication systems (anonymizers) without corresponding identity preservation as required by applicable law;

- j. the provision, use, operation and distribution of tools intended/designed for:
    - i. sending unsolicited mail (spam);
    - ii. fraudulent collection or transmission of information (email addresses, names, passwords or other identifiers), e.g. phishing;
    - iii. distribution of malware, adware, spyware and viruses;
    - iv. theft or identity fraud;
    - v. conducting cyber-attacks on the assets of the Provider, other Customers or third parties;
  - k. violating copyright, patent, industrial and other rights of third parties, including other intellectual property rights;
  - l. the processing of personal data of third parties in an unlawful manner or in breach of EU Regulation 2016/679 and the law on the processing of personal data;
  - m. creating and operating applications that cause technical problems, excessive load on the infrastructure, and thus negatively affect the quality of Provider's services or otherwise harm Provider or third parties;
  - n. using funds other than those allocated or agreed by the Provider;
  - o. and further, anything that may even partially fall into the above categories, with the determination of a breach of this paragraph by the Customer being at the sole discretion of the Provider.
- 3) The procedure for detecting illegal content and the Provider's other rights and obligations are set out in a separate contractual document, "Digital Service Provider Terms and Conditions", which forms part of these General Contractual Terms and can be found at <https://www.forpsi.com/agreements/>

### **XIII. Customer Responsibility**

- 1) The Customer acknowledges and agrees that it shall be liable for all damages caused to Provider, its other Customers or third parties. This clause applies to all of the aforementioned cases, but in particular to the placement of inappropriate or prohibited scripts that overload and slow down the Provider's servers, the hosting of sites with unauthorized content, connection overload (for example, by illegally downloading music and movies, etc.), spamming, and other activities that are in violation of the Agreement, generally accepted rules, general laws and regulations, and the generally accepted methods of use of the Customer's ordered service and the terms and conditions that are related to the service in question. The Customer acknowledges and agrees that, in order to protect the operation of the Services provided, Provider may, as part of its operating policy, modify the settings of the Services provided to prevent, to the maximum extent possible, possible misuse of the Services.
- 2) Customer acknowledges and agrees that Provider uses software that automatically patches and, where applicable, removes vulnerabilities, malware and viruses in files in Customer's web space. Customer acknowledges and agrees that Provider shall not be liable for any direct or indirect damages caused by such software, such as service interruption, website slowdowns or data loss.
- 3) The Provider has the right to immediately and without compensation terminate the provision of the service to the Customer, terminate the contractual relationship by notice without notice and the Provider has the right to claim compensation for damages in an amount corresponding to the extent of the damage caused. The price paid by the Customer also for the period not used by the Customer after the termination of the provided service shall not be refunded to the Customer and shall be agreed as a one-off penalty for the Customer's breach of its obligations. However, the Provider is primarily obliged to comply with the Digital Services Act and the procedure set out in Article XII, Clause 3 and the Provider's Terms and Conditions as a Hosting Service Provider.



#### **XIV. Change of offer**

- 1) The Provider is entitled at any time to change the current offer of provided services, including the prices or any other parameters of provided services (including already existing services) with immediate effectiveness, and for Customers who have paid for a service, the terms of that service shall be maintained in the original extent for the duration of the already previously paid period. By paying for a service that the Provider has changed, for an additional period, the Customer grants consent for the provision of the service based on the currently valid offer for it.
- 2) The Provider is entitled at any time to apply a special offer for any standardly provided service, for example by providing a new service or additional service to complement a current variance while setting prices, applying time limited advantages for a particular service, such as a reduction of their price, reduction or waiving of set-up fees, advantages leading to increased usability of the service or providing selected additional services or technology free of charge, etc., including any combinations of several types of such advantages at the same time. Services arranged as part of a special offer shall be governed by the published terms of the special offer for a period specified by the Provider. All services that have already been established at the time of publication of the special offer or that are ordered after the validity of a special offer ends shall not establish entitlement to special advantages. The Provider shall specify the ability to change a current service used by the Customer to a service based on the specification of the special offer, and such change shall not be enforceable in any way by the Customer. The Provider reserves the right to change published special offers at any time, to extent them or to end them early, without the Customer becoming entitled to reimbursement.
- 3) The Provider is entitled at any time to completely remove any service from its offering. A Customer who uses a service removed from the offering is entitled to its operation in the original extent, but not to its modifications, expansion or changes. The Customer has the option of agreeing with the Provider on the transfer of such service to any of the other provided services based on the Provider's current offering. The Provider may call on the Customer to change a service based on its current offering by the date after which the original service will be ended. If the Customer does not change the used service based on the Provider's request, the Customer shall not be entitled to a refund of payments made in relation to the original service.
- 4) Sufficient information about a change of the offer under this paragraph shall mean appropriate adjustment on the Provider's website.

#### **XV. Payments**

- 1) The operation of the service by the Provider is ensured after the Provider enters into the Agreement with the Customer, for a period that the Customer selects in the Order. The Customer shall make their interest in extending the operation of an existing service from the Provider apparent by paying in a proper and timely manner based on the request for payment for an additional period, which will be generated automatically or based on the Customer's order by the Provider in an extent corresponding to the type of service, including all potential complementing services as used by the Customer at the time of the issuance of the renewing invoice. Invoices shall be due within 10 calendar days.
- 2) Unless otherwise specified, the Customer has the opportunity to change the method of operation or the extent of an ordered service for a further period, particularly by adding or removing additional services, etc., in an extent corresponding to the Provider's current offering of services. The Customer is entitled to change the contents or extent of a provided service for another selected period at any time prior to the expiration date of the already provided service. Changes to the extent or contents of a provided service take effect as of the first day of the subsequent period. In the event of a requirement for an immediate change, the Customer is required to pay a fee for billed use of the additional service based on the current expiration date of the service to which the additional service is being ordered. The Customer bears in mind and agrees that the length of the invoicing period for the additional service shall be governed by the invoicing period for the main service, unless otherwise specified. The additional service will be provided to the Customer promptly following the proper receipt of the payment for that service to the Provider's account. The Customer may be informed about the nearing expiration date of a service in an appropriate manner, particularly through

publication of information in the Customer's administration interface or through sending of a message to the Customer's contact e-mail address. If a proper and timely request for payment for the subsequent period is not issued, the service (unless otherwise specified by special contractual conditions or a written contract) shall be considered terminated with all related consequences.

- 3) The Customer pledges to pay the price valid according to the price list also for the services that they have used above the agreed limit.
- 4) By completing an order for any service offered by the Provider, the Customer expresses their interest in obtaining and using the ordered service and their comprehension of the contents of the offer based on which the order was placed. If necessary more detailed information regarding a particular offer can be obtained by the Customer mainly from the Provider's knowledge base or by submitting an inquiry to the Provider's Customer support. By completing an order, the Customer also grants their approval of the price that will be charged for the particular service. The prices for services are set based on the price list, which is located on the Provider's website and which is currently valid. Unless otherwise stated on the website, the offered prices of services are published without VAT. Based on the completed order, the Provider shall send to the Customer at the contact e-mail address information necessary for carrying out payment for an ordered service or shall inform the Customer of the new owed amount in another appropriate manner. The price can be changed based on a newly issued price list.
- 5) Unless otherwise specified by special contractual terms for the particular service, invoices will be issued in advance for advance payments, and the service shall not be established (or extended) until the moment when the payment received from the Customer becomes available to the Provider in the Provider's account.
- 6) The Customer bears in mind and agrees that the ordered services will be launched only after the receipt of the agreed and identifiable payment for the services to the Provider's account. If the payment for an ordered service does not post to the Provider's account within 30 days following the invoicing date, the entire order will be cancelled. If extension of an existing service is involved, the Customer bears in mind and agrees that if the payment is not made in a proper and timely manner based on a new request (relating to a subsequent period), then following the expiration of the paid period, the service (unless otherwise stated by special contractual terms or a written contract) shall be considered terminated, and the operation of the services will be ended. This will be done without establishing any entitlement to reimbursement of potential damages from the Provider.
- 7) The Customer bears in mind and agrees that the Customer alone is responsible for timely payments to the Provider in the correct amounts, under the correct variable symbol and to the correct bank account. Any fee related to a performed payment must be paid by the Customer, not the Provider. This includes mainly any fees for outgoing payments, international payments, on-line payments by credit or debit card, etc. If the Customer does not perform the payment properly, it will not be possible for the Provider to identify it, and the service will be considered not paid for with all arising consequences. The Provider shall ensure timely informing of the Customer regarding necessary payment, by delivering a notice to the Customer's contact e-mail address or displaying information regarding the payment in the administration interface.
- 8) After the Customer's payment posts to the Provider's account, the Provider shall issue a proper tax document, which shall be delivered to the Customer as required by law. The Customer expressly agrees pursuant to Section 26 paragraph 3 of Act No. 235/2004 Coll., as amended, that the tax document may be issued in electronic form and sent via e-mail or made accessible in administration in a proper electronic format. Sending via e-mail or making it accessible in administration in a proper electronic format is within the meaning of Section 28 (8) of Act no. No. 235/2004 Coll. as amended, that efforts have been made that may reasonably be required of the Provider to bring the tax document to the Customer's disposition. The Provider may also send tax documents in another suitable manner. VAT shall be applied to prices in accordance with valid legislation.
- 9) The Customer has the opportunity at any time to request early ending of the provided service, on a form designated for this purpose from their administration interface. If the Customer does not use or does not want to continue to use a provided service in the ordered extent, the Customer shall not be entitled to any refunds of payments previously made to the Provider in relation to such service.
- 10) The Customer is entitled to dispute issued tax documents within 15 days after receiving them. Later complaints will not be considered.

## **XVI. Joint provisions**

- 1) The Customer agrees to inform the Provider in writing without needless delay about the risk of damages and their possible amount. In the event of a breach of this obligation, the Customer shall cease to be entitled to reimbursement of damages.
- 2) In all situations in which the Provider becomes liable to the Customer for arising damages and this liability is not excluded by these contractual terms or by law and damages actually occur, the Provider shall be required to reimburse only for provably arising damages, the maximum amount for which has been agreed as CZK 30,000, regardless of whether the actual damages are higher.
- 3) In situations when the Provider becomes entitled to a contractual penalty, the Provider shall be required to request besides a contractual penalty also reimbursement of damages in the extent by which the contractual penalty exceeds the damages.
- 4) These General Terms apply in all contractual relationships between the Customer and the Provider, unless special conditions or special separate arrangements stipulate otherwise for a specific contractual relationship.

## **XVII. Information and certain specific regulations for the Consumer**

### **A. Compulsory information**

The Provider shall disclose the following information to the Customer, who is the Consumer in accordance with the provisions of § 1811 paragraph 2 and § 1820 paragraph 1:

- 1) The Provider's Web page contains information about the identity of the Provider, including all contact information (phone number, registered office, etc.).
- 2) The Provider's Web page contains a list of sales as well as mediation services offered by the Provider.
- 3) The costs of the means of distance communication do not differ from the base rates ((in case of Internet and dial-up connection according to the conditions of your provider), these costs shall be covered by the Customer. The Provider does not charge any additional fees.
- 4) The Provider requests the reimbursement of the Price before commencing the performance of Customer service.
- 5) Prices for the Provider's services are listed on the website of the Provider, including and excluding VAT, as well as any charges prescribed by law. The Customer is obliged to pay the price of the goods including VAT and all fees prescribed by law.
- 6) Prices for services, including taxes and duration of the prices result from the current offer of the Provider and the currently valid Price list and from these General Terms.
- 7) The method of payment results from these General Terms.
- 8) In the event that the Customer is a Consumer, he has the right to withdraw from the contract concluded with the Provider within a period of fourteen days, which commences as of conclusion of the contract, while such withdrawal shall be delivered to the address of the Provider's place of business.
- 9) The contract or the appropriate tax document shall be deposited in the electronic archive of the Provider, while the registered users of the Provider have access to this data in their profile.
- 10) The consumer may not withdraw from the contract:
  - a. for delivery of goods, the price of which depends on fluctuations of financial markets beyond the control of the Provider, and which may occur during the withdrawal period,
  - b. for delivery of goods that have been adjusted according to the wishes of the Consumer or to his person,
  - c. for delivery of goods which are subject to rapid deterioration, as well as the supply of goods which are subject to rapid deterioration, as well as goods that were irreversibly mixed with other goods after the delivery,

- d. for repair or maintenance performed in the location specified by the Consumer at his request; however, this does not apply in the event of subsequent implementation of other than the requested repairs or delivery of other than the requested spare parts,
- e. for delivery of goods in sealed packaging that the Consumer the consumer has removed from its packaging for hygienic reasons it is not possible to be returned,
- f. for delivery of audio or video recordings or a computer program, if their original packaging was damaged,
- g. for delivery of newspapers, periodicals or magazines
- h. for transport or leisure activities, if these transactions are provided within specified time,
- i. on delivery of digital content, if the material has not been delivered on a tangible medium to the carrier and has been delivered with the previous explicit consent of the Consumer before the expiry of the deadline for withdrawal entrepreneur informed the consumer before the conclusion of the contract, in such a case he is not entitled to withdraw from the contract.

In case of withdrawal, the Consumer shall bear the costs associated with returning the goods, and the cost for the return of the goods, in case of a contract concluded by means of distance communication, if such goods, because of their nature, cannot be returned by regular postal service.

- 11) The Consumer may lodge a complaint with a supervisory authority or state supervision.
- 12) The Provider hereby announces that in all the cases, when, under this Agreement, the digital content is not delivered a tangible medium, before the deadline for withdrawal from the Agreement, the Customer does not have the right to withdraw from this agreement, if he agrees with delivery before the deadline for withdrawal.
- 13) The Provider is responsible to the Customer for defects of the delivered services consisting in particular in the fact that the service has not been delivered in the ordered content or extent.
- 14) The Customer is entitled to exercise the right resulting from the unsatisfactory performance of the Provider without undue delay and shall have the right to request:
  - a. If the defect is removable, he may claim either removal of the defects, or a reasonable price discount. If the defect cannot be removed, and due to this, the object cannot be used properly, the acquirer may either withdraw from the Agreement or to demand a reasonable price discount.
  - b. If the unsatisfactory performance is a substantial breach of the Agreement, the Customer is entitled:
    - i. to removal of the defect by delivering a new defect less or missing object
    - ii. to removal of the defect by repairing the object,
    - iii. to a reasonable price discount, or
    - iv. to withdraw from the Agreement.
  - c. Upon notification of the defect or without undue delay after notification of defect, the Customer shall notify the Provider which procedure he has chosen. The Customer is not entitled to change the selected option without the consent of the Provider; this does not apply if he demands a repair of a defect that turns out to be unrepairable. If the Provider fails to remove the defects within a reasonable time, or if he notifies the Customer that the defect will not be removed, instead of removing the defect, the Customer may require a reasonable price discount or withdraw from the Agreement.
  - d. If the Customer does not choose any of the above procedures in time, he has the rights referred to in (iii).
- 15) If the unsatisfactory performance is an insignificant breach of the Agreement, the Customer is entitled to removal of the defect, or to a reasonable price discount.
- 16) Until the Customer applies the right to a price discount or withdraws from the Agreement, the Provider may deliver what is missing, or remove the legal defect. The Provider may remove other defects at

his option by repairing the object of delivering a new one; the choice shall not cause the Customer unreasonable costs.

- 17) If the Provider does not remove the defect in time, or if he refuses to remove the defect, the Customer may demand a price discount or withdraw from the Agreement. The selected option may not be changed by the Customer without the consent of the Provider.
- 18) Until the defect is removed, the Customer does not have to pay a part of the price corresponding to his estimated right to a discount.
- 19) The Customer is not entitled to the right arising from an unsatisfactory performance, if he caused the defect himself.
- 20) Upon the Customer's request, the Provider shall confirm in writing, to what extent and for what period of time his obligations are due in the event of unsatisfactory performance. Such confirmation shall contain the Provider's name, registered office and identifying information, any additional information necessary to prove his identity, where appropriate.
- 21) The rights arising from defects shall apply to the Provider, in writing, at: INTERNET CZ, a. s., registered office Ktiš 2, 384 03 Ktiš, Company Ident. Nr. 26043319, or on the Provider's e-mail: sales@forpsi.com and in particular by describing the defect or the way how the defect manifests itself. If the Customer exercises the right arising from unsatisfactory performance, the Seller shall confirm in writing, when the right was exercised, as well as the repair and its duration.

## 22) Lodging complaints

### a. Method how to register a complaint

- i. When lodging a claim, the Provider shall be informed in writing without undue delay after detection of the Provider's unsatisfactory performance; complaints shall be communicated and described in detail. The written complaint shall contain at least:
  1. Customer's name and surname, company and Registration Nr.
  2. Identification data
  3. Description of the defects or complaints
  4. The proposed method of resolving the complaint including specifications of claims arising from liability for defects
- ii. In the case that documents sent by the Customer to the Provider's address, will not include the above information necessary for proper application of the complaints, they will not be qualified as complaints.
- iii. A written complaint will be sent to the Provider's address.

### b. The method and time limits for the processing complaints

- i. The Provider is obliged to process the complaint (i.e., including the removal of defects) of the Customer who is a Consumer without undue delay, within the time limit appropriate to the complexity and nature of the reproached defects no later than 30 days from the date of the complaint, unless the Provider and the Customer have agreed on a longer period
- ii. After examination of the documents submitted, the Provider can process the complaint the following way:
  1. the complaint will be recognized as legitimate and rectification will be made
  2. the complaint will not be recognized as legitimate

The Customer will be informed about the method of handling his complaint.

- iii. In the case of an unjustified complaint, the Provider has the right to charge the Customer the amount corresponding to the costs incurred by handling the complaint (applies only in the cases of Customer who are not Consumers).

**B. Information on the right to withdraw from the Agreement in accordance with § 1829 New Civil Code**

- 1) The right of withdrawal
  - a. Within 14 days, you have the right to withdraw from this Agreement without giving any reason.
  - b. You are entitled withdraw from the Agreement without giving any reason, within 14 days from the day following the date of conclusion of the Agreement. In order to exercise the right of withdrawal, you are obliged to inform the Provider, in the form of unilateral legal conduct (for example, by a letter sent by postal service, fax or e-mail).
  - c. In order to comply with the deadline for withdrawal from the Agreement, it is sufficient to send the withdrawal before expiration of the relevant period.
- 2) The consequences of withdrawal
  - a. If you withdraw from this Agreement, we will refund all payments we received from you, including the cost of delivery without undue delay, no later than 14 days from the date of your withdrawal notification, (excluding additional costs incurred as a result of the delivery method you have chosen, which is different than the least expensive type of standard delivery we offer). For the reimbursement of payments same means of payment that you used for the initial transaction, unless you have expressly specified otherwise. No further costs incur in any case.
  - b. Due to the fact that we provide services, there are no costs associated with returning the goods, you shall bear the costs of withdrawal operation (i.e., in particular, postage, etc.).
  - c. If the Consumer withdraws from the Agreement concluded with the Provider (the object of which is the provision of services), and the Provider started with the performance on the basis of the Consumer's express request before the deadline for withdrawal, the Customer shall pay the Provider a proportion of the agreed price for the service provided as of the time of withdrawal. If the agreed price is unreasonably high, the Consumer shall pay the Provider a proportion of the price corresponding to the market value of the provided performance.

**C. Declaration of the Consumer's Customer**

- 1) The Customer expressly requests the Provider to start with the provision of services according to the concluded Agreement before the expiration of the withdrawal period under the Civil Code and acknowledges that the granting of this consent shall forfeit the Customer's right to withdraw from the Contract in accordance with Section 1837(I) of the Civil Code. The Customer further agrees and acknowledges that, according to the Agreement, if the digital content is delivered not on a tangible medium before the expiry of the period for withdrawal, he has no right to withdraw from the Agreement.
- 2) In case of a breach of the General terms and conditions and the consumer protection rules, the provisions of these Terms and Conditions apply to the Consumer's Customer, as well as legal provisions, which are more favorable to the Consumer and that serve in his favor.

**D. Extrajudicial settlement of disputes**

- 1) In case of a dispute between the Customer as a consumer and the Provider, if the dispute cannot be resolved directly, the Customer may contact the competent body for out-of-court dispute resolution, which is either the Czech Trade Inspection Authority ([www.coi.cz](http://www.coi.cz)), or the Czech Telecommunication Office ([www.ctu.cz](http://www.ctu.cz)).
- 2) In accordance with EU regulation No. 524/2013, the Customer also has the right to initiate an out-of-court settlement of consumer disputes using the ODR platform at [ec.europa.eu/consumers/odr](http://ec.europa.eu/consumers/odr)

**XVIII. Conclusion**

- 1) Both parties pledge that during and after the contractual relationship they will protect the confidentiality of all information regarding the services provided by the Provider. This shall not in any way limit or reduce entitlement to reimbursement of damages caused by a breach of confidentiality. All communication between the Provider and the Customer is regarded as strictly confidential. Both parties pledge that without the other party's prior written consent, they will not provide any



information regarding their business relationship, including communication, to third parties. A permitted exception is publication of marketing information by the Provider about its Customers, which may be used for the Provider's website and/or in its printed marketing and advertising materials. The confidentiality obligation does not apply in situations when disclosure of such information is required by law enforcement officials. Another exception is the issuance of positive references and recommendations regarding good quality of services.

- 2) All arrangements between the Provider and the Customer are governed by valid and effective Czech legislation and by these General Terms, Other contractual terms of the Provider and any other applicable legislation, including mainly Act No. 127/2005 Coll., as amended, Act No. 480/2004 Coll., Act No. 89/2012 Coll., as amended and for consumers Act No. 634/1992 Coll., as amended.
- 3) The Provider may amend any part of the Agreement or the General Terms in accordance with provisions of § 1752 NOZ at any time, with validity and effectiveness as of the first day of the calendar month following the month of publication of the changes at Provider's website, unless these General Terms specify a different schedule. By continuing to use the services even after an amendment to the Agreement, the General Terms, the Other contractual terms or other related documents, the Customer grants their approval of the new wording of these documents and their full acceptance of them for the use of the ordered services.
- 4) The Customer has the right to reject the changes to the Agreement or the Terms of Agreement; he has the right to terminate this Agreement without giving any reason and without any penalty within 30 days from the moment of announcing the changes on [www.forpsi.com](http://www.forpsi.com).
- 5) These General Terms are valid and effective as of 1st January, 2025 and replace all hitherto contracts, terms, contractual terms and contractual arrangements. This Agreement and Terms apply to all services provided by the Provider.