

## GENERAL CONDITIONS FOR THE PROVISION OF TELECOMMUNICATION SERVICES TO DAKTELA s.r.o. /

### / SPLOŠNI POGOJI ZA ZAGOTAVLJANJE TELEKOMUNIKACIJSKIH STORITEV DRUŽBI DAKTELA s.r.o.

<p><b>1. Subject of General Terms and Definitions</b></p> <p><b>1.1.</b> "General Conditions" are these General Conditions of 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.</p> <p><b>1.2.</b> "Provider" or "Operator" is Daktela sro, with its registered office at Vinohradská 2828/151, Praha 3 - Žižkov, 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, <a href="http://www.daktela.com">http://www.daktela.com</a> and email <a href="mailto:daktela@daktela.com">daktela@daktela.com</a>.</p> <p><b>1.3.</b> "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.</p> <p><b>1.4.</b> "Contract" is the relevant Contract for the Provision of Telecommunication Services concluded between the Provider and the Subscriber.</p> <p><b>1.5.</b> The "Amendment" is a written amendment to the concluded Agreement, which amends or supplements the content of the concluded Agreement.</p>	<p><b>1. Predmet Splošnih pogojev in opredelitve izrazov</b></p> <p><b>1.1</b> »Splošni pogoji« so ti Splošni pogoji za zagotavljanje telekomunikacijskih storitev, ki urejajo področje Ponudnikovega zagotavljanja javnih telekomunikacijskih storitev, in so sestavni del vsake pogodbe in naročila za opravljanje storitev, ki je priloga pogodbe za opravljanje storitev, ki sta jo sklenila Ponudnik na eni in Naročnik na drugi strani.</p> <p><b>1.2</b> »Ponudnik« oziroma »Operater« je družba Daktela s.r.o. s sedežem na naslovu Vinohradská 2828/151, Praha 3 - Žižkov, 130 00, matično številko 27232263, davčno številko CZ27232263, ki je vpisana v poslovni register pri registrskem sodišču v Pragi, oddelek C, vložek 106338, s telefonsko številko 226 211 245, spletnim naslovom <a href="http://www.daktela.com">http://www.daktela.com</a> in elektronskim naslovom <a href="mailto:daktela@daktela.com">daktela@daktela.com</a>.</p> <p><b>1.3</b> »Naročnik« (ali »Stranka«) je uporabnik zadevne storitve, ki izpolnjuje pogoje, določene v ustreznih zakonskih predpisih in teh Splošnih pogojih, in ki je s Ponudnikom sklenil pogodbo in vsaj eno naročilo.</p> <p><b>1.4</b> »Pogodba« je zadevna pogodba za zagotavljanje telekomunikacijskih storitev, ki sta jo sklenila Ponudnik in Naročnik.</p> <p><b>1.5</b> »Dopolnilo« je pisno dopolnilo sklenjene pogodbe, ki spreminja ali dopolnjuje vsebino sklenjene pogodbe.</p>
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**1.6.** "Order" is a proposal to conclude a contract for the provision of a specific telecommunications service, which specifies specific 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, the Subscriber is available 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 on the basis of Certificate No. 1491 issued by 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. 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, ie transmission systems, that allow the transmission of signals over a line, radio, optical or other electromagnetic means for the transmission of voice or data.

**1.6** »Naročilo« je predlog za sklenitev pogodbe za zagotavljanje določene telekomunikacijske storitve, ki natančno opredeljuje posebne tehnične, cenovne in druge pogoje za zagotavljanje zadevne storitve.

**1.7** »Cenik« je veljavni cenik za storitve Ponudnika in je na voljo na sedežu Ponudnika, njegovi spletni strani ali Intranetu. Cenik vključuje ime, vrsto, ceno in druge specifikacije storitve.

**1.8** »Vrsta plačila« je specifikacija pogojev za zagotavljanje storitev, predvsem rokov in načina plačila za opravljeno storitev, in je dodeljena vsaki posamezni storitvi. Vrste plačila so: Dobroimetje, račun.

**1.9** »Storitve« ali »Dodatne storitve« so javno dostopne elektronske komunikacijske storitve in se jih zagotavlja na podlagi Potrdila št. 1491, ki ga je Ponudniku izdal češki regulativni organ za telekomunikacije.

**1.10** Pravna razmerja med Ponudnikom in Naročnikom, ki izhajajo iz pogodbe, so urejena na podlagi zadevnih določil Zakona št. 89/2012 zb., Civilnega zakonika in Zakona št. 127/2005 zb., Zakona o elektronskih komunikacijah s spremembami.

**1.11** »Datum vzpostavitve storitve« pomeni dan dobave in namestitve opreme, izvedbe vseh konfiguracij na telekomunikacijskem omrežju Ponudnika in druga dejanja, ki so potrebna za uporabo storitve v skladu s pogoji, določenimi v naročilu, s čimer storitev postane dostopna.

**1.12** »Telekomunikacijsko omrežje« je javno omrežje za elektronske komunikacije, tj. prenosni sistemi, ki omogočajo prenos signala prek voda, radijskih, optičnih ali drugih elektromagnetnih sredstev za prenos glasu ali podatkov.



**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.

**1.13** »Obdobje« je časovno obdobje, ki ga opredeljuje prvi dan in dolžina trajanja. Obdobje je najmanjša enota časa, v kateri se storitev zagotavlja in za katero veljajo vsi obračuni in drugi ukrepi, ki izhajajo iz naročila.

**1.14** »Zahteva za plačilo« je zahtevke za plačilo vseh obveznosti, ki izhajajo iz pogodbe in naročila. Vrsta dokumenta je predračun ali davčni dokument računa.

Obveznost plačila je prav tako obveznost udeleženca v pogodbi, ki izhaja iz naročila.

**1.15** »DUZP« je datum obveznosti obračuna.

**1.16** »Priključna točka« (ali »končna točka«) telekomunikacijskega omrežja je fizična točka, kjer ima Naročnik zagotovljen dostop do telekomunikacijskega omrežja oziroma mesto, kjer so storitve predane Naročniku.

**1.17** »Pot prenosa« je elektronska komunikacijska naprava Naročnika ali Ponudnika, ki služi za prenos podatkov ali glasu med fizično lokacijo Naročnika in fizično lokacijo Ponudnika in je potrebna za zagotavljanje zadevne storitve.

**1.18** »Napaka« je stanje, ki se je zgodilo za priključno točko (na strani Naročnika) in ko je Naročniku preprečena uporaba storitve zaradi tehničnih razlogov, storitev ni na voljo, kakovost storitve je zmanjšana ali dogovorjeni obseg storitve omejen.

**1.19** »Okvara« je stanje, ko Naročnik ne more uporabljati storitve zaradi tehničnih razlogov, storitev ni na voljo, njena kakovost je zmanjšanja ali njen dogovorjen obseg je omejen; to velja v primeru, da je do okvare prišlo pred priključno točko (na strani Ponudnika).

**1.20** »Pritožba« je zahtevke, ki ga pisno vloži Naročnik, da z njim uveljavlja svoje pravice v zvezi z odgovornostjo Ponudnika za okvare, obseg in kakovost zagotovljene storitve ali vloži ugovor zoper obračun cene za storitve.

**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, to which the Subscriber has access 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 - color 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

**1.21** »Nadzor« je aktivno razvita dejavnost Ponudnika na telekomunikacijskemu omrežju (do priključne točke) za zagotavljanje njegovega brezhibnega delovanja in s tem upoštevanje parametrov storitve v skladu s pogodbo in naročilom.

**1.22** »Intranet« je zaščiteni del spletnega mesta, ki ga upravlja Ponudnik in do katerega ima Naročnik dostop z enkratnim uporabniškim imenom in geslom (uporabniško ime in geslo sta posredovana najpozneje na dan, ko začne veljati pogodba).

**1.23** Daktela-Tariff UNLIMITED je storitev, ki Naročniku omogoča opravljanje neomejenih klicev na vsa mobilna in fiksna omrežja znotraj Češke republike v običajnem obsegu (običajni obseg je določen s pogodbo). Število pogovornih minut, ki presega to količino, bo obračunano ločeno.

Tarifa Unlimited (Neomejeno) ne velja za mednarodne klice in številke s posebnimi tarifnimi-označenimi linijami, zvočna besedila itd.). Ponudnik si pridržuje pravico, da spremlja uporabo te tarife in ima pravico kadar koli omejiti ali prekiniti to storitev v primeru suma zlorabe, neobičajne uporabe ali v primeru uporabe neomejenih klicev na način, ki lahko negativno vpliva na storitve, zagotovljene drugim strankam, ali na delovanje celotnega omrežja ali njegovega posameznega dela.

## **2. Sklenitev, pravnomočnost in veljavnost pogodbe in naročila**

**2.1** Ko Ponudnik potrdi naročilo, je pogodba veljavno sklenjena.

Z vsakim dodatnim naročilom, ki ga potrdi Naročnik, se predmet pogodbe razširi, da vključuje storitve, določene v zadevnem naročilu.

Po potrebi je mogoče pogodbo skleniti v pisni obliki pred potrditvijo naročila pod pogojem, da že sama potrditev prvega naročila določa bistvene elemente pogodbe in pogodba postane veljavna.

**2.2** Ob sklenitvi veljavne pogodbe ima Ponudnik pravico izvedbe tehničnega pregleda in s tem zagotoviti, da vzpostavitev storitve ne ovira

the Service is not hindered by a technical or difficult to overcome obstacle 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 or difficult to overcome obstacle, he / she 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-functioning 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.

tehnična težava ali druga večja ovira, ki bi onemogočila vzpostavitev storitve z zahtevanimi parametri.

**2.3.** Če Ponudnik med tehničnim pregledom ugotovi, da ne more vzpostaviti storitve na zahtevani datum zaradi tehnične težave ali večje ovire, Naročniku predlaga drug datum vzpostavitve storitve oziroma ima Ponudnik pravico, da odstopi od sklenjene pogodbe brez sankcij; Ponudnik ima to pravico tudi v primeru, da Naročnik zavrne predlagani nadomestni datum vzpostavitve storitve.

**2.4** Ponudnik mora vzpostaviti storitev najpozneje na dogovorjen datum vzpostavitve storitve in šele po plačilu storitve, če je to potrebno za namestitev storitve.

**2.5** Storitve je vzpostavljena in predana na dan uporabe.  
Protokol predaje je lahko določen s pogodbo med pogodbenima strankama.

**2.6** V pogodbi je lahko določeno poskusno obdobje delovanja; v tem primeru je datum vzpostavitve storitve prvi dan po datumu konca poskusnega obdobja delovanja.

### **3. Pravice in obveznosti Ponudnika**

**3.1** Ponudnik mora:

**3.1.1** Vzpostaviti in Naročniku stalno zagotavljati storitev (24 ur na dan, 7 dni v tednu) v skladu s pogoji, določenimi v naročilu.

**3.1.2** Naročniku zagotoviti finančno nadomestilo za nedelovanje storitve v obdobju okvare, skladno s točko 9.

**3.1.3** Vrniti (na bančni račun Naročnika, ki je naveden v pogodbi ali naročilu) predujem za priključnino in druge morebitne predujme v primeru odstopa od naročila skladno s točkama 13.7.1 in 13.7.2.

<p><b>3.1.4.</b> 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.</p> <p><b>3.1.5.</b> Do not monitor the Subscriber's network traffic beyond what is necessary for the operation of the Service and the Telecommunication Network.</p> <p><b>3.1.6.</b> Carry out all necessary planned outages of the Telecommunication Network only after prior notification to the Subscriber, especially at night.</p> <p><b>3.1.7.</b> Settle the Claim without undue delay, no later than 30 days from the delivery of the Claim.</p> <p><b>3.2.</b> The Provider is entitled to:</p> <p><b>3.2.1.</b> 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.</p> <p><b>3.2.2.</b> 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.</p> <p><b>3.2.3.</b> Change Price List and General Terms and Conditions.</p>	<p><b>3.1.4</b> Obvestiti Naročnika (po e-pošti, z dopisom ali drugim sredstvom, ki ga je mogoče utemeljiti) o spremembah cenika in Splošnih pogojev vsaj 30 dni pred nastopom sprememb. Pogodbeni stranki se strinjata, da vsi spremenjeni dokumenti začnejo veljati na datum, določen v obvestilu, vendar ne pred obvestilom o spremembah, ne glede na to, ali je potrebna potrditev Naročnika. Naročnik ima pravico zavrniti novo besedilo cenika in Splošnih pogojev in prekiniti pogodbo v 30 dneh po datumu obvestila o spremembi. V tem primeru je odpovedni rok en mesec in začne teči mesec po mesecu, ko je bil Ponudnik obveščen o zavrnitvi in prekinitvi pogodbe.</p> <p><b>3.1.5</b> Spremljati omrežni promet Naročnika samo v obsegu, ki je potreben za delovanje storitev in telekomunikacijskega omrežja.</p> <p><b>3.1.6</b> Izvajati vse potrebne in načrtovane izklope telekomunikacijskega omrežja šele po predhodnem posredovanju obvestila Naročniku; izklope se izvaja predvsem ponoči, če je to mogoče.</p> <p><b>3.1.7</b> Obravnavati odškodninski zahtevek brez nepotrebnega odlašanja oziroma najpozneje v 30 dneh od vložitve zahtevka.</p> <p><b>3.2</b> Ponudnik ima pravico:</p> <p><b>3.2.1</b> Začasno prekiniti zagotavljanje storitve med potrebnim izklopom telekomunikacijskega omrežja. Nezagotavljanje storitve med načrtovano prekinitvijo delovanja omrežja se ne šteje za napako.</p> <p><b>3.2.2</b> Spremeniti topologijo telekomunikacijskega omrežja, spremeniti in konfigurirati telekomunikacijsko omrežje in spremeniti nastavitve storitev (naslovi IP itd.) pod pogojem, da so izpolnjeni parametri storitve v skladu z naročilom.</p> <p><b>3.2.3</b> Spremeniti cenik in Splošne pogoje.</p>
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**3.2.4.** Change the Order, Contract, Login and Service Access IDs.

**3.2.5.** Do not 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, approved the project.

#### **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 be made only 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) intentionally or negligently not to 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 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 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

**3.2.4** Spremeniti identifikacijske oznake naročila, pogodbe, uporabniškega imena in dostopa do storitve.

**3.2.5** Ponudnik nima pravice vzpostaviti storitve ali jo spremeniti, če pogodba in naročilo nista ustrezno sklenjena, vključno s prilogami, ali če Naročnik ni podal soglasja lastnika lastnine ali zagotovil potrebnega sodelovanja pri namestitvi in odobril projekta.

#### **4. Pravice in obveznosti Naročnika**

**4.1** Naročnik mora:

**4.1.1** Ustrezno plačati opravljene storitve. Plačati ceno storitve na datum zapadlosti računa v skladu z naročilom ali zahtevkom za plačilo, vključno z DDV.  
Plačilo je treba izvesti v celoti na račun Ponudnika. Zagotovljena strojna oprema in drugo blago je last Ponudnika do izvedbe celotnega plačila.

**4.1.2** Uporabljati storitev v skladu z zavezujočimi zakonskimi predpisi, na ustrezen način in skladno s pogodbo in naročilom, predvsem:

- a) ne sme namenoma ali zaradi malomarnosti podpirati ali omogočiti nezakonitih dejavnosti ali v njih sodelovati;
- b) ne sme komunicirati na način, ki krši pravice do varstva osebnih podatkov, ne sme širiti računalniških virusov ali posegati v lastninske in avtorske pravice;
- c) ne sme ogrožati varnosti sistema ali omrežja v prizadevanju, da bi pridobil nepooblaščen dostop;
- d) ne sme nepooblaščen uporabljati podatkov, sistemov in omrežij oziroma preskušati in preučevati ranljivosti sistemov ali omrežij;
- e) ne sme kršiti varnostnih postopkov in postopkov preverjanja pristnosti brez izrecnega soglasja lastnika sistema ali omrežja;
- f) ne sme posegati v storitve, ki so zagotovljene drugim uporabnikom, gostiteljske sisteme ali omrežja;
- g) Naročnik storitve Virtual PBX je pooblaščen, da opravi prilagoditve konfiguracije prek spleta ali skrbniških programov PBX.

<p>Web and Administration PBXs. If damage is caused by this, the Subscriber is not entitled to demand performance from the Provider.</p> <p><b>4.1.3.</b> Not to provide the Services to third parties unless the Subscriber is authorized to do so by the relevant telecommunication license, trade license and written consent of the Provider.</p> <p><b>4.1.4.</b> 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 in the Subscriber's location.</p> <p><b>4.1.5.</b> 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.</p> <p><b>4.1.6.</b> 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.</p> <p><b>4.1.7.</b> On the day of termination of the provision of the Service, enable the Provider to dismantle its equipment professionally.</p> <p><b>4.2.</b> The participant is also obliged to:</p> <p><b>4.2.1.</b> 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.</p> <p><b>4.2.2.</b> 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.</p>	<p>Če je s tem povzročena škoda, Naročnik nima pravice zahtevati izvedbe storitve s strani Ponudnika.</p> <p><b>4.1.3</b> Ne sme zagotavljati storitev tretjim osebam, razen če ima Naročnik za to ustrezno telekomunikacijsko licenco, trgovinsko licenco in pisno soglasje Ponudnika.</p> <p><b>4.1.4</b> Izvesti vse potrebne ukrepe, da nepooblaščenim osebam prepreči manipuliranje, poškodovanje ali krajo opreme Ponudnika (ki je del telekomunikacijskega omrežja), ki se nahaja na lokaciji Naročnika.</p> <p><b>4.1.5</b> Pridobiti soglasje lastnika lastnine za namestitev ustreznih vodov in opreme, pri tem pa odgovarja Ponudniku za škodo, če se izkaže, da soglasje ni bilo pridobljeno ali da pogoji iz soglasja niso izpolnjeni zaradi Ponudnikove namestitve vodov in opreme.</p> <p><b>4.1.6</b> Povrniti Ponudniku vse stroške v zvezi z vzpostavitvijo ali spremembo storitve, ki so nastali Ponudniku zaradi Naročnikove neizpolnitve pogojev, določenih za vzpostavitev ali spremembo storitve, ali če je Naročnik spremenil prvotne pogoje za namestitev v primerjavi s stanjem ob vzpostavitvi storitve.</p> <p><b>4.1.7</b> Omogočiti Ponudniku, da na dan prenehanja zagotavljanja storitve strokovno demontira opremo.</p> <p><b>4.2</b> Naročnik mora prav tako:</p> <p><b>4.2.1</b> Ponudniku takoj sporočiti vsa znana dejstva, ki bi lahko negativno vplivala na zagotavljanje storitve, predvsem okvare telekomunikacijskega omrežja, okvare in napake pri zagotavljanju storitve.</p> <p><b>4.2.2</b> Zagotoviti redno preverjanje e-poštnega naslova in vseh sprememb identifikacijskih podatkov in podatkov za stik in o morebitnih spremembah obvestiti Ponudnika. Naročnik je dolžan Ponudniku posredovati elektronski naslov za pošiljanje računov.</p>
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<p><b>4.2.3.</b> Provide at its own expense the premises and power supply for the Provider's telecommunications equipment necessary for the provision of the Service.</p> <p><b>4.2.4.</b> 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.</p> <p><b>4.2.5.</b> 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.</p> <p><b>4.2.6.</b> 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.).</p> <p><b>4.2.7.</b> 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.</p> <p><b>4.2.8.</b> Pay the billed price for the Service even if unauthorized use of the Service by other users has occurred.</p> <p><b>4.2.9.</b> 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.</p> <p><b>4.3.</b> The Subscriber is entitled to:</p>	<p><b>4.2.3</b> Na lastne stroške zagotoviti prostore in električno napajanje za telekomunikacijsko opremo Ponudnika, ki je potrebna za zagotovitev storitve.</p> <p><b>4.2.4</b> Ne sme brez osebne prisotnosti ali pisnega soglasja Ponudnika spreminjati nastavitve, povezave, lokacije ali prostorske ureditve Ponudnikove opreme na lokaciji Naročnika v nasprotju s stanjem, ki je veljalo ob vzpostavitvi zadevne storitve.</p> <p><b>4.2.5</b> Uporabljati storitev samo prek terminalske opreme, ki jo je odobril Ponudnik in ki ima veljavna tehnična in varnostna potrdila za delovanje v Češki republiki. Naročnik je odgovoren za stanje svoje opreme, ki se jo priključi na točki priključitve.</p> <p><b>4.2.6</b> Sodelovati s Ponudnikom pri vzpostavitvi, spremembi, prekinitvi, nadzoru ali servisiranju storitve, pri tem pa Ponudniku omogočiti dostop do prostorov pod Ponudnikovim in Naročnikovim nadzorom (skladno s točko 8.5).</p> <p><b>4.2.7</b> Prevzeti storitev na datum vzpostavitve storitve in zagotoviti prisotnost ustrezno strokovno usposobljene osebe, ki je pooblaščen za izvedbo prevzema; če Naročnik ne zagotovi prisotnosti takšne osebe, se šteje, da je storitev predana in prevzeta na datum vzpostavitve storitve.</p> <p><b>4.2.8</b> Plačati zaračunano ceno za storitev tudi v primeru nepooblaščen uporabe storitve s strani drugih uporabnikov.</p> <p><b>4.2.9</b> Upoštevati zakone Češke republike, predvsem veljavne predpise in predpise češkega telekomunikacijskega urada (CTU). Če Ponudnik ugotovi, da Naročnik deluje v nasprotju s to določbo, ima pravico začasno prekiniti zagotavljanje storitve.</p> <p><b>4.3</b> Naročnik ima pravico:</p>
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**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 be valid only 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 written agreement in the Order if accepted by the Provider.

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

**4.3.1** Vložiti zahtevek za obračun cene ali za zagotovljeno storitev, kot je opisano v nadaljevanju.

## **5. Obseg in omejitve teritorialne veljave storitve**

**5.1** Obseg zagotovljene storitve je določen v naročilu, ceniku in naročilu storitve, navedenem na spletnem mestu Ponudnika ali na Intranetu.

**5.2** Ločeno naročilo je pripravljeno za vsako storitev.

**5.3** Dodatne storitve so del naročila storitve, ki ga dopolnjujejo.

**5.4** Posamezne storitve so med seboj neodvisne.

**5.5** Posamezna naročila je mogoče prekiniti ločeno. Prekinitev enega naročila ne pomeni prenehanja veljavnosti drugih naročil.

**5.6** Določbe v naročilu prevladajo nad tistimi iz drugih delov pogodbe in veljajo samo za dano naročilo.

## **6. Cene storitev**

**6.1** Vse cene so navedene brez DDV.

**6.2** Cena za zagotovljeno storitev je določena na podlagi:

**6.2.1** Cenika.

**6.2.2** Pogodbene cene po pisnem dogovoru v naročilu, če jo potrdi Ponudnik.

**6.3** Razen če je določeno drugače, se vsi klici obračunavajo po 30 sekundah, tj. najkrajši čas obračunanega klica je 30 sekund. Tarife za označene linije veljajo po 60 sekundah. Najkrajši čas trajanja obračunanega klica na teh linijah je 120 sekund.

<b>7. Billing and payment, payment terms</b>	<b>7. Obračun in plačilo, plačilni pogoji</b>
<p><b>7.1.</b> For Billing Type Periodic Service Billing:</p> <p><b>7.1.1.</b> 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.</p> <p><b>7.1.2.</b> 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.</p> <p><b>7.1.3.</b> The period may be irregular.</p> <p><b>7.1.4.</b> 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.</p> <p><b>7.1.5.</b> 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.</p> <p><b>7.1.6.</b> The request for payment does not have to be sent by the Provider.</p> <p><b>7.1.7.</b> 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.</p> <p><b>7.2.</b> For Invoice Type Billing:</p> <p><b>7.2.1.</b> The first day of the first Period is the Service Establishment Day.</p> <p><b>7.2.3.</b> 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.</p>	<p><b>7.1</b> Za vrsto obdobjnega obračunavanja storitve:</p> <p><b>7.1.1</b> Prvi dan prvega obdobja je dan plačila dobroimetja ali datum vzpostavitve storitve, če je bila storitev vzpostavljena po plačilu dobroimetja.</p> <p><b>7.1.2</b> Obdobje se konča ob porabi celotnega plačanega dobroimetja ali ob vplačilu dobroimetja. Neporabljeno dobroimetje za prejšnje obdobje se prišteje naslednjemu obdobju.</p> <p><b>7.1.3</b> Obdobje je lahko nestalno.</p> <p><b>7.1.4</b> Najnižji znesek dobroimetja, določen v ceniku ali naročilu, je treba porabiti v 6 mesecih. Po tem obdobju se neporabljeno dobroimetje prenese na Ponudnika kot dogovorjena pogodbeno kazen za neizkoriščeno dobroimetje.</p> <p><b>7.1.5</b> Prvi dan po obdobju je dan po plačilu dobroimetja. Dobroimetje je treba vplačati najpozneje do porabe prejšnjega dobroimetja.</p> <p><b>7.1.6</b> Ponudnik ni dolžan poslati zahteve za vplačilo novega dobroimetja.</p> <p><b>7.1.7</b> Ponudnik lahko zahteva polog glavnice (rezervirano dobroimetje). Ta znesek se vrne uporabniku na njegovo zahtevo v 14 dneh po prenehanju veljavnosti storitve. Ponudnik ima pravico, da ta znesek porabi za kritje morebitnih naročnikovih obveznosti.</p> <p><b>7.2</b> Za obračunavanje po računu:</p> <p><b>7.2.1</b> Prvi dan prvega obdobja je datum vzpostavitve storitve.</p> <p><b>7.2.3</b> Obdobje traja en koledarski meseci, prvo obdobje je skrajšano na obdobje od prvega dne prvega obdobja do konca koledarskega meseca, ko je obdobje začelo veljati. Obdobje je stalno.</p>

<p><b>7.3.3.</b> The first day of the following Period is the first day of the calendar month.</p> <p><b>7.2.4.</b> Payment for the Service shall be made on the basis of an invoice - tax document.</p> <p><b>7.2.5.</b> The invoice is due within 14 days of delivery.</p> <p><b>7.3.</b> 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.</p> <p><b>7.4.</b> 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.</p> <p><b>7.5.</b> The charge for the change of 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.</p> <p><b>7.6.</b> 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%.</p> <p><b>7.7.</b> 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.</p> <p><b>7.8.</b> The invoicing of all Provider's Services is performed by a tax document.</p> <p><b>7.9.</b> The tax document is issued to the Subscriber electronically and sent to the Subscriber's contact email address.</p>	<p><b>7.3.3</b> Prvi dan naslednjega obdobja je prvi dan koledarskega meseca.</p> <p><b>7.2.4</b> Plačilo storitve je treba izvesti na podlagi računa – davčni dokument.</p> <p><b>7.2.5</b> Račun zapade v plačilo v 14 dneh po zagotovitvi storitve.</p> <p><b>7.3</b> Dan delne izvedbe skladno z Oddelkom 21 (10) Zakona št. 235/2004 zb. o davku na dodano vrednost je datum izdaje davčnega dokumenta s strani Ponudnika ali zadnji dan v obdobju, kar nastopi prej.</p> <p><b>7.4</b> Za obračunavanje pristojbine aktiviranja storitev vseh vrst sta načina plačila in datum obveznosti obračuna (DUZP) enaka načinu plačila prvega obdobja za določeno vrsto storitve.</p> <p><b>7.5</b> Znesek za spremembo storitve in razlika med ceno nove in prvotne storitve bosta obračunana za vsak način plačila kot pri pristojbini za aktiviranje in prvo obdobje storitve ali v sklopu naslednjega obračuna. Način obračunavanja izbere Ponudnik.</p> <p><b>7.6</b> Za obračunavanje popusta v zvezi s pritožbo bo Naročnik prejel nadomestilo v obliki popusta na ceno storitve v skladu z zadevnim naročilom v dogovorjenem obsegu ali v skladu z dogovorjenim sporazumom o ravni storitve o najbližjem obračunu, s tem pa popust znaša do 99 %.</p> <p><b>7.7</b> Za obračunavanje merjenih (tarifnih) postavk (nad pavšalnim zneskom) – Če je cena za storitev vezana na obseg nabavljene storitve, bo Ponudnik obračunal ceno za storitev na dan merjenja obsega nabavljene storitve. Datum obveznosti obračuna je datum merjenja obsega sprejete storitve.</p> <p><b>7.8</b> Fakturiranje vseh Ponudnikovih storitev je izvedeno v davčnem dokumentu.</p> <p><b>7.9</b> Davčni dokument je Naročniku izdan v elektronski obliki in poslan na Naročnikov elektronski naslov za stik.</p>
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<p>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 20 CZK.</p> <p><b>7.10.</b> 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.</p> <p><b>7.11.</b> 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.</p> <p><b>7.12.</b> Payments based on Calls for Payment according to the relevant Order for the Credit type are non-refundable.</p> <p><b>7.13.</b> 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 I only started day of delay. This does not affect the claim for damages and the contractual penalty.</p> <p><b>8. Supervision, Service Intervention, Fault and Fault Reporting</b></p> <p><b>8.1.</b> 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.</p> <p><b>8.2.</b> The Provider undertakes to remedy the Faults in the shortest possible time from reporting by the Subscriber.</p> <p><b>8.3.</b> The report shall contain the identification of the Subscriber, identification of the Service, information whether it is a Defect or Failure, a 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.</p>	<p>Davčni dokument, izdan v pisni obliki, je treba posredovati Naročniku po pošti samo, če je to dogovorjeno v naročilu, ki ga potrdi Ponudnik. Ta način pošiljanja se obračuna v znesku 20 CZK.</p> <p><b>7.10</b> Ponudnik lahko uporabi vsa plačila za storitve in preplačila za kritje obstoječih zaostankov pri plačilih v Naročnikovih obračunih, ki jih je evidencialni Ponudnik na datum plačila, tudi med posameznimi naročili različnih vrst storitev.</p> <p><b>7.11</b> Vsa plačila, ki jih prejme Ponudnik in so višja od plačil po naročilu, so nevračljiva za vrsto plačila z dobroimetjem, medtem ko se za vrsto plačila po računu povrnejo samo ob pisnem zahtevku Naročnika.</p> <p><b>7.12</b> Plačila, ki temeljijo na klicih proti plačilu v skladu z zadevnim naročilom za vrsto plačila z dobroimetjem, so nevračljiva.</p> <p><b>7.13</b> Če Naročnik zamuja s plačilom, ima Ponudnik pravico zahtevati plačilo zamudnih obresti v znesku 0,05 % na neporavnani znesek za vsak začetni dan zamude. To ne vpliva na odškodninski zahtevek in pogodbeno kazen.</p> <p><b>8. Nadzor, servisno posredovanje, napake in prijava napak</b></p> <p><b>8.1</b> Če Naročnik ugotovi napako ali okvaro v zvezi s storitvijo, je to dolžan sporočiti tehnični službi Ponudnika po e-pošti, faksu ali telefonu, in sicer na točko za stik, ki je navedena na spletnem mestu Ponudnika.</p> <p><b>8.2</b> Ponudnik se zavezuje, da bo okvare oziroma napake odpravil v najkrajšem možnem času od prejete Naročnikove prijave.</p> <p><b>8.3</b> Prijava mora vsebovati identifikacijske podatke Naročnika, identifikacijske podatke storitve, informacije, ali gre za okvaro ali napako, opis napake oziroma okvare in vsa pomembna dejstva, čas nastanka ali čas ugotovitve napake oziroma okvare, ime osebe za stik in trenutne osebe za stik.</p>
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**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 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 the basis of a written request for withdrawal.

**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 downtime.

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 at least 48 hours in advance planned outages of the Telecommunication Network, which could affect the quality and scope of the Service. d) The Provider has the right to exclude the Service from

**8.3.1** Naročnik se zavezuje, da bo poročal o vseh izpadih napajanja in drugih dejstvih, ki bi lahko povzročila začasno zaustavitev delovanja opreme, ki je del telekomunikacijskega omrežja.

**8.4** Naročnik se zavezuje, da bo sporočil napako ali okvaro in predviden izpad napajanja, če je nadzor storitve del servisnih opravil.

**8.5** Naročnik in Ponudnik se lahko dogovorita, da bodo v nadzor vključeni prostori Naročnika ali tretje osebe.

V tem primeru za Naročnika veljajo pogoji za nadzor telekomunikacijskega omrežja.

Vključitev v nadzor mora biti dogovorjena v naročilu, potrditi jo mora Ponudnik, odpoved pa mora biti izvedena kot sprememba naročila na podlagi pisnega zahtevka za odpoved.

**8.6** Če je treba izvesti servisni poseg na napravi, ki ni last Ponudnika, vendar je del nadzora, je Naročnik dolžan naročiti poseg s pisnim nalogom, razen če je dogovorjeno pisno naročilo s pavšalnim zneskom s finančno omejitvijo cene tovrstnih posegov.

**8.7** Cilj nadzora telekomunikacijskega omrežja je ohranjanje neprekinjenega delovanja omrežja oziroma delovanje z najkrajšim časom izpada obratovanja.

Zaradi tega je treba zagotoviti preglednost odgovornosti za obratovanje omrežja.

S tem razlogom so vzpostavljena naslednja osnovna pravila za storitve, vključene v nadzor: a) Naročnik je dolžan brez odlašanja sporočiti vse napake in okvare in vsa druga dejstva, s katerimi je seznanjen in bi lahko (tudi v prihodnje) negativno vplivala na kakovost in obseg storitve. b) Naročnik je dolžan sporočiti predvidene izpade napajanja prostorov vsaj 24 ur vnaprej.

c) Ponudnik je dolžan vsaj 18 ur vnaprej sporočiti predvidene izpade obratovanja telekomunikacijskega omrežja, ki bi lahko negativno vplivali na kakovost in obseg storitve. d) Ponudnik ima pravico, da izključi storitev iz nadzora, če je uporabnik večkrat kršil te pogoje.



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: 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, ie 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:

## 9. Parametri storitev in pritožbe

**9.1** Ponudnik zagotavlja osnovne parametre, razpoložljivost storitve in znesek nadomestila za nerazpoložljivost storitve, tako imenovani SLA (sporazum o ravni storitve), v zadevnem obračunskem obdobju v skladu s sklenjenim sporazumom o ravni storitve kot sledi: skladno s sklenjenim sporazumom, in sicer med delovnim časom Ponudnika:

Pon-Pet, 9.00-17.00. Za delo, opravljeno v sklopu SLA, se znesek obračuna v skladu z veljavnim cenikom Ponudnika.

Če je zahteva vložena zunaj tega obdobja, jo Ponudnik obdela naslednji delovni dan, razen če je drugače dogovorjeno z Naročnikom.

Če je zadeva rešena zunaj sklenjenega sporazuma SLA, tj. zunaj zgoraj navedenega delovnega časa, je za ta poseg obračunan znesek dela, izvedenega zunaj delovnega časa, kot je določen v Ponudnikovem ceniku.

Ponudnik o tem ni dolžan predhodno obvestiti Naročnika.

Če je poseg posledica Ponudnikove napačne zagotovitve storitve, je ta brezplačen. b.) SLA 24x7 Ponudnik se zavezuje, da bo ponovno vzpostavil delovanje sistema v skladu s sklenjenim sporazumom.

Dežurna služba za tehnično podporo je v skladu s tem sporazumom SLA na voljo 7 dni na teden in 24 ur na dan.

Za delo, opravljeno v sklopu SLA, se znesek obračuna v skladu z veljavnim cenikom Ponudnika. Če ni dogovorjeno drugače, se delo obračunava po polurni postavki.

Če je poseg posledica Ponudnikove napačne zagotovitve storitve, je ta poseg brezplačen. Zajamčen odzivni čas + zajamčen čas popravila (velja za obe zgornji različici sporazuma SLA) Zajamčen odzivni čas in zajamčen čas popravila je določen (razen če je drugače sklenjeno s sporazumom) glede na stopnjo resnosti zadeve: Stopnja 1 - (zelo visoka prioriteta) (Osnovne funkcije glasovne povezave ne delujejo, npr. odhodnega klica ni mogoče vzpostaviti, dohodnega



Grade 1- (very high priority) (Basic features) voice connections are inoperative eg 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.

Level 2- (medium priority) (Basic features of voice connection are non

functional eg cannot be called out, cannot be called in and error occurs in less than 10% of numbers etc.) Guaranteed response time + guaranteed repair time 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 100, - CZK for each and started hour beyond the repair time, but maximum 500, - 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

klica ni mogoče sprejeti in pojavljajo se težave pri več kot 10 % telefonskih števil itd.). Zajamčen odzivni čas + zajamčen čas popravil je 4 ure (odziv) + 4 ure (popravilo).

Najdaljši skupni čas popravila od prijave težave je vsota obeh vrednosti.

Neupoštevanje odzivnega časa in časa popravila pomeni kazen v znesku 1000 CZK za vsako začeto uro, ki presega čas popravila.

Znesek nadomestila ne sme presegati 50 % mesečnega zneska, ki ga Naročnik plačuje Ponudniku za zagotavljanje storitev.

Stopnja 2 – (srednja prioriteta) (Osnovne funkcije glasovne povezave ne delujejo, npr. odhodnega klica ni mogoče vzpostaviti, dohodnega klica ni mogoče sprejeti in pojavljajo se težave pri manj kot 10 % telefonskih števil itd.). Zajamčen odzivni čas + zajamčen čas popravil je 12 ur (odziv) + 12 ur (popravilo).

Najdaljši skupni čas popravila od prijave težave je vsota obeh vrednosti.

Neupoštevanje odzivnega časa in časa popravila pomeni kazen v znesku 500 CZK za vsako začeto uro, ki presega čas popravila.

Znesek nadomestila ne sme presegati 25 % mesečnega zneska, ki ga Naročnik plačuje Ponudniku za zagotavljanje storitev.

Stopnja 3 – (nizka prioriteta) (Osnovne funkcije telefonije delujejo, napaka se pojavlja pri običajnih telefonskih operacijah (telefon ne zvoní, ne more prenašati ali preusmerjati klicev, ni mogoče vzpostaviti konferenčnega klica) Zajamčen odzivni čas + zajamčen čas popravila je 24 ur (odziv) + 24 ur (popravilo). Najdaljši skupni čas popravila od prijave težave je vsota obeh vrednosti. Neupoštevanje odzivnega časa in časa popravila pomeni kazen v znesku 100 CZK za vsako začeto uro, ki presega čas popravila, vendar ne več kot 500 CZK za posamezni servisni poseg.

**9.2** Razen če je v pogodbi, naročilu, ki ga potrdi Ponudnik, ali v ceniku določeno drugače, se sporazum SLA izvaja za storitev v skladu s točko 9.1.a.

Vsi sporazumi SLA, sklenjeni pred datumom začetka veljavnosti teh Splošnih pogojev, ostanejo v veljavi,



<p>force and, unless otherwise agreed, shall continue to be governed by the provisions of Article 9.1.a.</p> <p><b>9.3.</b> 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.</p> <p>Complaints and compensation</p> <p><b>9.4.</b> 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, at the latest within 2 months 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.</p> <p><b>9.5.</b> 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.</p> <p><b>9.6.</b> The Fault Period for calculating the compensation in the relevant Period is determined as follows:</p> <p><b>9.6.1.</b> The moment of notification is the time of Tcrash</p> <p><b>9.6.2.</b> 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.</p> <p><b>9.6.3.</b> Tstart is the moment when the Malfunction is removed by the Provider and the Service is put back into operation.</p>	<p>razen če je dogovorjeno drugače, in jih urejajo določila točke 9.1.a.</p> <p><b>9.3</b> Naročnikova zahteva za novo sistemsko funkcijo ali njeno spremembo ni zajeta v določbe zgornjega sporazuma SLA in se šteje za novo naročilo in obračunava v skladu s trenutno veljavnim Ponudnikovim cenikom.</p> <p>Pritožbe in odškodninski zahtevki</p> <p><b>9.4</b> Naročnik ima pravico vložiti pritožbo in zahtevati odškodnino za zagotovljeno storitev in zaračunano ceno. Pritožba mora biti vložena v pisni obliki in predložena takoj, ko je ugotovljena napaka oziroma najpozneje v 2 mesecih po napačno zagotovljeni storitvi. V nasprotnem primeru pravica do odškodnine preneha veljati. Pritožbo je mogoče predložiti v pisni obliki na naslov sedeža Ponudnika ali elektronsko ali po faksu na Ponudnikov naslov za stik.</p> <p><b>9.5</b> Pritožbe morajo biti označene z zadevo »Pritožba« in morajo vključevati identifikacijske podatke Naročnika, identifikacijske podatke storitve, opis razloga za pritožbo in vsa pomembna dejstva, čas nastanka ali ugotovitve razloga za pritožbo, ime osebe za stik in jih mora podpisati pooblaščen oseba.</p> <p><b>9.6</b> Obdobje napake za izračun odškodnine v zadevnem obdobju je določeno na naslednji način:</p> <p><b>9.6.1</b> Trenutek obvestila je čas Tcrash.</p> <p><b>9.6.2</b> Če Naročnik ne dovoli servisnega posega na kraju samem (če je to potrebno in je bil Naročnik pozvan, da ga omogoči), se Tcrash prestavi za trajanje posega.</p> <p><b>9.6.3</b> Tstart je trenutek, ko Ponudnik odpravi napako in je storitev ponovno vzpostavljena.</p>
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**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 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.

**9.6.4** Skupni čas napake v zadevnem obdobju je določen kot vsota časa med pojavom napake (Tcrash) in odpravo napake (Tstart) za vsako napako.

**9.6.5** Izpad elektrike ali druga okoliščina na strani Naročnika se ne šteje kot napaka.

**9.7** Naročnik ima pravico do nadomestila, če je pritožba upravičena.  
Če pritožba ni upravičena, ima Ponudnik pravico zaračunati znesek v skladu s trenutno veljavnim cenikom.  
Ponudnik mora o tem obvestiti Naročnika takoj, ko ugotovi to dejstvo.

**9.8** Vložitev pritožbe ne vpliva na odlog plačila za zagotovljene storitve.

**9.9** Če se Naročnik ne strinja z rezultatom Ponudnikove poravnave odškodninskega zahtevka, se lahko obrne na češki regulativni organ za telekomunikacije.

## **10. Omejitev storitve**

**10.1** Ponudnik ima pravico, da omeji ali prekine zagotavljanje storitve za potrebno časovno obdobje zaradi resnih tehničnih ali operativnih razlogov, predvsem v primerih, ko je ogrožena varnost in celovitost omrežja oziroma varnost storitev; v primeru pojava državne krize, predvsem razmere, povezane z vojaško pripravljenostjo, naravne nesreče ali grožnje za varnost države; če to zahteva zakon ali odločitev sodnega ali upravnega organa.

**10.2** Ponudnik ima pravico omejiti ali prekiniti zagotavljanje storitve:

**10.2.1** Za plačniško storitev po »dobroimetju« – če je dobroimetje porabljeno.

<p><b>10.2.3.</b> For the Payment Type Service "Invoice" - if the Subscriber is in default with payment for the Services provided.</p> <p><b>10.2.4.</b> For all Types - if the Subscriber does not meet the terms and conditions.</p> <p><b>10.3.</b> Restrictions on the use of the Service may also include failure to perform service and supervision.</p> <p><b>10.4.</b> 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.</p> <p><b>10.5.</b> 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 behavior that the Subscriber does not meet its obligations towards the Provider or, for example, the ordered insolvency of the Subscriber, etc.</p> <p><b>10.6.</b> 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.</p> <p><b>10.7.</b> The reintroduction of the service is possible after payment of all due and due obligations to the Provider.</p>	<p><b>10.2.3</b> Za plačniško storitev po »računu« – če Naročnik zamuja s plačilom opravljene storitve.</p> <p><b>10.2.4</b> Za vse vrste storitve – če Naročnik ne izpolnjuje pogojev.</p> <p><b>10.3</b> Omejitve uporabe storitve lahko med drugim vključujejo tudi neizvedbo servisa ali nadzora.</p> <p><b>10.4</b> Če je uporaba storitve Naročnika tehnično ali na drug način vezana na drugo storitev, ki jo ponuja drug subjekt ali tretja oseba neposredno Naročniku na podlagi sklenjene pogodbe med njima, potem prekinitev ali začasna prekinitev te storitve s strani tretje osebe zadrži zagotavljanje zadevne storitve.</p> <p><b>10.5</b> Če Naročnik zamuja s plačilom katere koli storitve in druge obveznosti, prejme opomin na določen e-poštni naslov za izdajanje računov. Če plačilo ni izvedeno tudi v nadomestnem roku, lahko Ponudnik omeji ali začasno prekine zagotavljanje zadevne storitve ali storitev, če slednjih ni mogoče zagotoviti ločeno. Če Naročnik uporablja več storitev in ne plača ene ali več njih, je lahko zagotavljanje te storitve oziroma storitev začasno prekinjeno. Ponudnik ima prav tako pravico omejiti zagotavljanje storitev zaradi dejstva, ki jasno izhaja iz ravnanja Naročnika in kaže, da Naročnik ne izpolnjuje svojih obveznosti do Ponudnika, ali na primer zaradi plačilne nesposobnosti Naročnika itd.</p> <p><b>10.6</b> Ponudnik lahko odpove pogodbeno razmerje ali ne vzpostavi javno dostopne komunikacijske storitve, če je Naročnik namenoma napačno navedel svoje osebne ali identifikacijske podatke, ali večkrat zamudil s plačilom oziroma ni plačal cene za storitve kljub posredovanem opominu Ponudnika.</p> <p><b>10.7</b> Ponovna vzpostavitev storitve je mogoča po plačilu vseh zapadlih obveznosti do Ponudnika. Za obnovev storitev se zaračuna znesek 1000 CZK brez DDV. Ta znesek bo zaveden v naslednjem obračunu.</p>
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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.** 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 are only authorized to 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 (eg 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.

V tem primeru ima Ponudnik pravico prenesti Naročnika v sistem dobroimetja.

## 11. Zasebnost in zaupnost

**11.1** Ponudnik vodi ažurne evidence naročnikov in uporabnikov storitev, ki vsebujejo osebne, identifikacijske podatke, podatke za stik in operativne podatke.

Ponudnik se zavezuje, da bo zbiral, obdeloval in uporabil tovrstne podatke v zvezi z naročniki in uporabniki v skladu z Uredbo (EU) 2016/679 Evropskega Parlamenta in Sveta z dne 27. aprila 2016 o varstvu posameznikov pri obdelavi osebnih podatkov in o prostem pretoku takih podatkov ter o razveljavitvi Direktive 95/46/ES (»GDPR«) in v skladu s pravnim redom Češke republike, predvsem v zvezi z varstvom osebnih podatkov, Zakonom št. 127/2005 zb. o elektronski komunikaciji, Zakonom št. 480/2004 zb. o določenih storitvah informacijske družbe, Zakonom št. 133/2000 zb. o registraciji prebivalstva in rojstnih številih v njihovem veljavnem besedilu, predvsem za namen ustrezne izvedbe pogodbe ali za namene vzpostavitve, zagotavljanja ali obračunavanja storitve, in v skladu s predpisi, predvsem Uredbo GDPR.

**11.2** Naročnikove osebne, identifikacijske podatke, podatke za stik in podatke o prometu lahko uporabljajo samo pooblaščenim zaposlenim pri Ponudniku in drugi subjekti, ki obdelujejo osebne podatke in/ali uporabljajo identifikacijske podatke in podatke o prometu po pogodbi s Ponudnikom (npr. pooblaščenim partnerji ali osebe, ki ščitijo legitimne interese ponudnika) v skladu z veljavno zakonodajo.

Te druge osebe ponudnik zavezuje, da morajo pri obdelavi katerih koli podatkov o Naročniku izpolnjevati obveznosti po tej pogodbi in zadevno zakonodajo in lahko obdelujejo tovrstne podatke samo v potrebnem obsegu.

<p>The Subscriber has the right to access personal data concerning him.</p> <p><b>11.3.</b> 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.</p> <p><b>11.4.</b> The Subscriber expressly agrees that the Provider is authorized to collect, process and use the Subscriber data for business purposes only 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 in accordance with Section 41 (3) of Act No. 127/2005 Coll.</p> <p><b>11.5.</b> 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.</p> <p><b>11.6.</b> 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.</p> <p><b>11.7.</b> A 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</p>	<p>Podatke o prometu zbira Ponudnik in jih obdeluje dokler je to potrebno, v tem času pa je možno račun za storitve izpodbijati ali izterjati. Naročnik ima pravico do dostopa do svojih osebnih podatkov.</p> <p><b>11.3</b> Ponudnik mora prav tako shraniti in zagotoviti operativne, osebne, identifikacijske podatke ali podatke za stik za potrebe državnih organov v skladu z veljavno zakonodajo. Ponudnik ne obdeluje in ne shranjuje podatkov o prometu za tržne namene in v primeru pomožnih storitev (storitve z dodano vrednostjo) ne obdeluje podatkov o prometu razen tistih, ki so potrebni za oddajo sporočila prek elektronskih komunikacijskih omrežij (zagotavljanje storitev) ali obračunavanje storitev.</p> <p><b>11.4.</b> Naročnik se izrecno strinja, da je Ponudnik pooblaščen za zbiranje, obdelavo in uporabo Naročnikovih podatkov za poslovne namene samo s predhodnim soglasjem Naročnika, razen če ima Ponudnik pravico vključiti Naročnika v svoj referenčni list. Naročnik ima pravico sprejeti odločitev o uvrstitvi svojih osebnih podatkov na seznam naročnikov v skladu z Oddelkom 41 (3) Zakona št. 127/2005 zb.</p> <p><b>11.5</b> Naročnik potrjuje, da mora Ponudnik brez odlašanja in brezplačno zagotoviti ažurne osebne ali identifikacijske podatke vseh svojih naročnikov za potrebe določanja položaja ali identifikacije kličočega v primeru klica v sili.</p> <p><b>11.6</b> Pogodbeni stranki morata obravnavati kot poslovno skrivnost vse informacije o drugi pogodbeni stranki, ki izhajajo iz sklenjene pogodbe ali naročila, predvsem pogodbene pogoje in cene storitev. Obveznost v zvezi z zaupnostjo ostane v veljavi tri leta po prenehanju veljavnosti pogodbe.</p> <p><b>11.7</b> Komunikacija s tretjo osebo, ki je imela dokazano vsaj eno od naslednjih značilnosti, se ne šteje za kršitev obveznosti v zvezi z zaupnostjo, kot je določena v prejšnji točki:</p>
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<p>of the confidentiality obligation set out in the preceding paragraph: - 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.</p> <p><b>11.8.</b> The Subscriber / User expressly agrees that his / her telephone call to a contact center operator, operator, or Provider Specialist may be 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.</p> <p><b>11.9.</b> 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.</p> <p><b>12. Change of Contract, Order and service parameters</b></p> <p><b>12.1.</b> The contract can be changed:</p> <p><b>12.1.1.</b> Adding a new Order.</p> <p><b>12.1.2.</b> Replacing the Order with a new Order (Change Order).</p> <p><b>12.1.3.</b> Written numbered Amendments to the Contract or the relevant Order.</p> <p><b>12.1.4.</b> The new General Terms and Conditions or the Price List become effective.</p> <p><b>12.2.</b> Price list changes:</p> <p><b>12.2.1.</b> 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.</p> <p><b>12.2.2.</b> Changes in favor of the Subscriber may be made by the Provider also in a period shorter than specified in 3.1.4.</p>	<p>- informacije je treba sporočiti tretji osebi iz pravnih razlogov; - informacije je treba sporočiti tretji osebi za zaščito legitimnih interesov Ponudnika.</p> <p><b>11.8</b> Naročnik/uporabnik se izrecno strinja, da lahko Ponudnik njegov klic v kontaktni center operaterja, operaterju ali strokovnjaku Ponudnika spremlja in snema izključno za namen notranjega nadzora storitev za izboljšanje kakovosti in zaščito legitimnih interesov Ponudnika; uporabnik se strinja, da Ponudnik naredi in hrani varnostno kopijo zadevnega snemanja za določeno obdobje.</p> <p><b>11.9</b> Ponudnik ima pravico zahtevati, da so osebe, ki delujejo v imenu Naročnika ali uporabnika, pooblaščen, da delujejo v imenu Naročnika ali uporabnika.</p> <p><b>12. Sprememba pogodbe, naročila in parametrov storitve</b></p> <p><b>12.1</b> Pogodbo je mogoče spremeniti na naslednje načine:</p> <p><b>12.1.1</b> Ob dodatku novega naročila.</p> <p><b>12.1.2</b> Ob zamenjavi naročila z novim (sprememba naročila).</p> <p><b>12.1.3</b> Ob dodatku oštevilčenih dopolnil k pogodbi ali zadevnemu naročilu.</p> <p><b>12.1.4</b> Ob uvedbi in začetku veljavnosti novih splošnih pogojev ali cenika.</p> <p><b>12.2</b> Spremembe cenika:</p> <p><b>12.2.1</b> Spremembe za Naročnika vedno začnejo veljati prvi dan prvega obdobja po poteku prejšnjega obdobja v skladu s točko 3.1.4.</p> <p><b>12.2.2</b> Ponudnik lahko sprejme tudi spremembe v korist Naročnika v obdobju, ki je krajše od tistega, ki je navedeno v točk 3.1.4.</p>
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**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 (eg 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.

**12.3** Ponudnik ima pravico enostransko kadar koli spremeniti storitev in s tem naročilo, če se parametri kakovosti storitve izboljšajo in se cena ne poveča.

**12.4** Ureditve v dopolnilu prevladajo pred ureditvami v naročilih. Cenovni sporazumi v dopolnilu veljajo tudi za vsa naročila, ki so bila sklenjena pred sklenitvijo dopolnila, vendar samo od datuma začetka veljavnosti dopolnila.

**12.5** Ponudnik ima pravico zaračunati dodatno delo, ki ga zahteva Naročnik, in sicer v skladu s cenikom. Ponudnik mora o tem obvestiti Naročnika. Ponudnik ima pravico, da zahteva dodatno delo po e-pošti ali v pisni obliki, razen če je drugače dogovorjeno z Naročnikom.

### **13. Trajanje in prenehanje veljavnosti pogodbe in naročila**

**13.1** Pogodba je sklenjena za najkrajše obdobje veljavnosti vsaj enega naročila.

**13.2** Naročilo je sklenjeno za nedoločen čas, razen če je v naročilu izrecno dogovorjeno drugače.

**13.3** Naročnik ali Ponudnik lahko prekine naročilo:

**13.3.1** Ki je bilo sklenjeno za nedoločen čas ali spremenjeno s potekom obdobja veljavnosti, in sicer brez obrazložitve; odpovedni rok je 3 mesece in začne teči na prvi dan obdobja po predložitvi pisne odpovedi drugi pogodbeni stranki.

**13.4** Če neobičajno velik promet preseže dvakratno vrednost povprečja obračunskega zneska v obračunskem obdobju ali v primeru neobičajne vrste prometa (npr. klici v eksotične destinacije ali številke zvočnih besedil, čeprav tovrstni klici v preteklosti niso bili pogosti), ima Ponudnik pravico začasno prekiniti storitev in s tem zaščititi interese Naročnika.

**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.

**13.5** Pogodbeni stranki se lahko v naročilu dogovorita o možnosti predčasne prekinitve naročila, sklenjenega za določen čas, ob plačilu zneska za prekinitev.  
Naročilo bo tako prenehalo veljati ob plačilu zadevnega zneska na zadnji dan obdobja, ki sledi dnevni plačila pod pogojem, da je zadevni znesek Naročnik plačal Ponudniku najpozneje 7 dni po prekinitvi naročila.  
V primeru zamude pri plačilu se naročilo odpove na zadnji dan v naslednjem obdobju.

**13.6.** Razen če je v naročilu določeno drugače, znaša znesek prekinitve naročila 50 % povprečnega mesečnega zneska, ki ga Naročnik plača za zagotovljene storitve, pomnoženega s številom obdobji do prenehanja veljavnosti dogovorjenega naročila.  
Znesek za prekinitev naročila je lahko dogovorjen tudi kot fiksni znesek.

**13.7** Naročnik lahko odstopi od naročila:

**13.7.1** Če Ponudnik večkrat ni vzpostavil zahtevane storitve ali ni sporočil dogovorjene spremembe v pisni obliki tudi v 30 koledarski dneh oziroma na drug datum po poteku obdobja, določen za vzpostavitev zadevne storitve ali spremembo storitve v naročilu.

**13.7.2** Če je Ponudnik sporočil drug datum za vzpostavitev storitve v skladu s to točko, ima Naročnik pravico odstopiti od naročila v treh dneh po prejemu obvestila o spremembi, v nasprotnem primeru sporočeni drugi datum velja za dogovorjenega.

**13.7.3** Če Ponudnik ni upošteval parametrov sporazuma SLA v dveh zaporednih mesecih in se je Naročnik pritožil, Ponudnik pa je pritožbo potrdil.

**13.7.4** V primeru obvestila o spremembi Splošnih pogojev ali cenika, če so spremembe v Naročnikovo škodo, in sicer v 14 dneh od prejema obvestila.



<p>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.</p> <p><b>13.8.</b> The Provider is entitled to terminate the agreed Orders, Contracts if:</p> <p><b>13.8.1.</b> 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.</p> <p><b>13.8.2.</b> The Subscriber repeatedly (at least twice within three consecutive months) did not fulfill the contractual terms and conditions, in particular breached its obligations under clause 4.2.</p> <p><b>13.8.3.</b> "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.</p> <p><b>13.9.</b> The Provider is entitled to withdraw from the Contract with immediate effect, ie 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</p> <p><b>13.10.</b> The order also expires:</p> <p><b>13.10.1</b> 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).</p>	<p>Naročnik lahko odstopi od naročila na dan začetka veljavnosti sprememb. Naročnik nima te pravice, če so te spremembe izvedene na osnovi zavezujoče zakonske uredbe, odločbe upravnega organa ali sodišča. Po poteku 14-dnevnega obdobja brez predložitve obvestila o odstopu od naročila se šteje, da se Naročnik strinja s spremembo in pravico do preklica odstopa od naročila.</p> <p><b>13.8</b> Ponudnik ima pravico razdreti dogovorjena naročila, pogodbe v naslednjih primerih:</p> <p><b>13.8.1</b> Naročnik grobo krši svoje obveznosti. Kršitve Naročnikovih obveznosti v skladu s točko 4.1 se štejejo za grobo kršitev in v primeru neplačila po Pogodbi v 10 dneh po datumu zapadlosti.</p> <p><b>13.8.2</b> Naročnik večkrat (vsaj dvakrat v treh zaporednih mesecih) ni izpolnil pogodbenih pogojev, predvsem je kršil svoje obveznosti iz točke 4.2.</p> <p><b>13.8.3</b> Ponudnik pri vzpostavitvi storitve ali uvedbi spremembe ugotovi, da zadevne storitve ni mogoče vzpostaviti ali spremembe izvesti zaradi tehničnih razlogov.</p> <p><b>13.9</b> Ponudnik ima pravico odstopiti od pogodbe s takojšnjim začetkom veljave, tj. na dan predložitve pisnega obvestila o odstopu Naročniku, če razlogi za odstop, skladni s točko 13.8, veljajo za vsa naročila. Na dan odstopa od pogodbe prenehajo veljati vsa naročila.</p> <p><b>13.10</b> Naročilo preneha veljati tudi v naslednjih primerih:</p> <p><b>13.10.1</b> Samodejno za plačniško storitev »dobroimetje«, če dobroimetje ni vplačano v 60 dneh po začasni prekinitvi opravljanja storitve (zaradi porabe dobroimetja).</p>
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**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 damages and 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.

**13.11** V primeru Naročnikove odpovedi ali odstopa od pogodbe ima Ponudnik pravico do pogodbene kazni, ki je enaka neplačanemu znesku za uporabo storitve ali vsoti mesečnih plačil, določenih v prvotnem obdobju trajanja storitve.

Ponudnik ima pravico, da enostransko izbere način za izračun pogodbene kazni.

To pomeni brez poseganja v pravico do zahtevanja odškodnine in zamudnih obresti.

**13.12** Vsak odstop od pogodbe ali naročila ali odpoved pogodbe in naročila mora biti podana v pisni obliki.

**13.13** Pogodba preneha veljati ob odpovedi zadnjega naročila.

**13.14** V primeru predčasne odpovedi storitve zaradi Naročnikovega razloga ima Ponudnik pravico do pogodbene kazni, pri čemer odškodninski zahtevki in zamudne obresti ne veljajo:

**13.14.1** V primeru storitve za določen čas ima Ponudnik pravico do pogodbene kazni v znesku vsote mesečnih zneskov za zagotavljanje storitve do poteka dogovorjenega obdobja.

**13.14.2** V primeru storitve za nedoločen čas ima Ponudnik pravico do pogodbene kazni v znesku vsote mesečnih zneskov za obdobje, dogovorjeno za odpovedni rok.

## **14. Odgovornost za škodo in odškodnina**

**14.1** Če storitev ni zagotovljena v skladu z naročilom, je odgovornost Ponudnika omejena na obveznost čimprejšnje odprave napake in zagotovitev nadomestila v skladu z 9. členom sporazuma o ravni storitve.

**14.2** Razen v primerih, opredeljenih spodaj, je Ponudnik odgovoren za dejansko škodo, ki je dokazano posledica napake Ponudnika, razen v primerih, ki tovrstno odgovornost izključujejo v skladu z veljavno zakonodajo.

<p>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 (CZK 50,000), unless otherwise agreed. The Provider is not obliged to pay for the lost profit of the Subscriber.</p> <p><b>14.2.1.</b> 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.</p> <p><b>14.2.2.</b> 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.</p> <p><b>14.2.3.</b> 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.</p> <p><b>14.2.4.</b> 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.</p> <p><b>14.2.5.</b> 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</p>	<p>Ponudnik mora plačati škodo v dokazanem dejanskem znesku, vendar samo do 70 % vsote letnih pristojbin Naročnika do 50.000 CZK, razen če je dogovorjeno drugače. Ponudnik ni dolžan plačati izgube dobička Naročnika.</p> <p><b>14.2.1</b> Ponudnik najprej uporabi ustrezen znesek v skladu s prejšnjo točko 14.2, da poravnava zapadle terjatve Naročnika. Če tovrstnih terjatev ni ali določen znesek ne zadostuje za poravnavo nadomestila za škodo, Ponudnik zagotovi Naročniku storitev v ustreznem znesku (po možnosti zmanjšano za terjatve). Če je nadomestilo plačano po poteku pogodbe, se to plača v gotovini.</p> <p><b>14.2.2</b> Ponudnik ni dolžan povrniti Naročniku škode, vključno z izgubo dobička, ki nastane zaradi prekinitve delovanja storitve ali neustreznega zagotavljanja storitve. Ponudnik ni dolžan plačati odškodnine, vključno z izgubo dobička, ki izhaja iz pozne izvedbe obveznosti tretje stranke za odpravo napak ali je posledica višje sile.</p> <p><b>14.2.3</b> Ponudnik ni odgovoren za nepravilno obračunano ceno storitve ali napačno zagotovljeno storitev, razen če Naročnik pri Ponudniku uveljavlja pravico do odškodnine za obračunano ceno ali zagotovljeno storitev.</p> <p><b>14.2.4</b> Če ima Naročnik stvari, ki so njegova lastnina ali so v njegovem zakupu, shranjene v prostorih Ponudnika, so te stvari zavarovane na podlagi pogodbe, sklenjene med Ponudnikom in zavarovalnico. Ponudnik v primeru zavarovalnega dogodka ni odgovoren za izgubo dobička ali kakršnih koli podatkov v teh prostorih.</p> <p><b>14.2.5</b> Naročnik v celoti odgovarja Ponudniku tudi za škodo, ki jo je povzročila tretja oseba, ki je namenoma ali zaradi malomarnosti omogočila</p>
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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 fulfillment 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 the 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 fulfill if it proves that the failure to fulfill 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.

uporabo storitve ali kateri je storitev zagotovljena v okviru poslovnih obveznosti.

**14.2.6** Takoj ko Ponudnik ugotovi ali dokaže škodo v skladu s točkama 14.2.5 in 14., mora Naročnik plačati celotno nadomestilo za škodo najpozneje v tridesetih (30) koledarskih dneh, in sicer z bančnim nakazilom na račun Ponudnika.

**14.3** Naročnik izjavlja, da bo v primeru lastnikove vložitve kakršnega koli zahtevka zoper Ponudnika zaradi neizpolnjevanja točke 4.1.6 v zvezi z namestitvijo v okviru dogovorjenega obsega, poravnal te zahtevke ali povrnil Ponudniku vse stroške, škodo in neporavnano zavarovanje.

**14.4** Če Naročnik ne dovoli Ponudniku, da prevzame svojo opremo v roku 7 (sedmih) dni po prenehanju veljavnosti pogodbe ali storitve, je Naročnik v zamudi in Ponudniku odgovarja za škodo v skladu z veljavno zakonodajo. Naročnik se zavezuje, da bo Ponudniku plačal kazen brez nepotrebnega odlašanja.

**14.5** Naročnik se zavezuje, da bo plačal Ponudniku odškodnino za kakršno koli škodo, ki je posledica tatvine ali poškodb na Ponudnikovi opremi, ki se nahaja v Naročnikovih prostorih.

**14.6** Ponudnik ne odgovarja za vsebino na spletnih mestih, v datotekah, e-pošti, podatkih itd., katerih uporaba omogoča samo dostop; Naročnik je odgovoren za vse informacije, način njihove uporabe, razširjanja in za rokovanje z informacijami in podatki.

**14.7** Nobena pogodbeni stranka ni odgovorna za neizpolnitev obveznosti, če dokaže, da je ta posledica ovire, na katero nima vpliva in ki je ni bilo mogoče razumno pričakovati ob sklenitvi pogodbe, ali posledicam katere bi se lahko izognili ali jih premostili (višja sila); predvsem naravne nesreče, vojne, teroristični napadi, epidemije, zakonski ukrepi, sprejeti zaradi njihovih posledic itd.

**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.

**14.8** Kot je določeno v teh Splošnih pogojih, ima Ponudnik v primeru upravičenosti do pogodbene kazni tudi pravico do povračila škode, ki jo je povzročil Naročnik s svojimi dejanji.

## 15. Potrošniške pogodbe

**15.1** V primeru naročila storitve ali naprave prek spletne strani Ponudnika, se storitev vzpostavi in opravi z namestitvenim paketom ali pošlje na napravo v roku, ki je skladen s pogoji, navedenimi na spletni strani. Poštšina se ne zaračuna, razen če je za zadevno blago ali storitve drugače navedeno na spletni strani.

Navedene cene opreme in storitev veljajo za obdobje njihove predstavitve na spletni strani Ponudnika, razen če je navedeno, da cene ne veljajo.

**15.2** Naročnik mora brez nepotrebnega odlašanja pregledati dobavljeno opremo ali namestitveni paket in prav tako brez odlašanja po navadni ali elektronski pošti obvestiti Ponudnika o vseh ugotovljenih napakah.

V vseh primerih je treba ob reklamaciji posredovati kopijo računa in dokazilo o plačilu dobavljenega paketa, storitve ali naprave.

Ponudnik ne odgovarja za škodo, ki jo povzročijo zunanji dogodki in nepravilno rokovanje. Ponudnik se zavezuje, da bo Naročnika obvestil o tem postopku in rešitvi najpozneje v 5 delovnih dneh po prejemu reklamacije.

**15.3.** V skladu z Oddelkom 1829 Zakona št. 89/2012 zb. in Civilnim zakonikom s spremembami ima stranka, ki je potrošnik, pravico do odstopa od pogodbe za dobavo opreme ali zagotavljanje storitve, sklenjene prek Intraneta, in sicer v 14 dneh po prevzemu opreme, namestitvenega paketa ali storitve, če se izvajanje storitve še ni začelo v tem obdobju s soglasjem stranke. Odpoved je treba sporočiti v pisni obliki.

**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. 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.

**15.4.** Izvajalec nadzora je češki urad za telekomunikacije s sedežem v Pragi.

## **16. Prenosljivost telefonskih števil**

**16.1** Prenosljivost telefonske številke omogoča vsem naročnikom javno dostopne elektronske komunikacijske storitve, da obdržijo svojo telefonsko(-e) številko(e) neodvisno od ponudnika javno dostopne elektronske komunikacijske storitve.

Prenosljivost telefonske številke (Oddelek 34 Zakona št. 127/2005 zb.) in izbiro ponudnika storitve (Oddelek 70 Zakona št. 127/2005 zb.).

zagotovi zadevni operater elektronskega komunikacijskega omrežja, na katerega je povezana naročnikova terminalska oprema, v skladu z Uredbo št. OOP/10/10 češkega regulativnega organa za telekomunikacije s spremembami.

Pogoji za prenos naročnikove telefonske številke v javno komunikacijsko omrežje Ponudnika so določeni v nadaljevanju tega člena.

Cena prenosa telefonske številke je navedena v ceniku Ponudnika, razen če se pogodbeni stranki dogovorita drugače.

**16.2** Naročnik ima pravico od Ponudnika pisno naročiti javno dostopno telefonsko storitev (ali storitev, ki vključuje tudi javno dostopno telefonsko storitev) za prenos telefonske številke, ki jo je Naročniku dodelil prvotni operater, iz prvotnega (opuščenega) operaterjevega komunikacijskega omrežja v Ponudnikovo javno komunikacijsko omrežje.

**16.3** Prenos telefonske številke v skladu s prejšnjo določbo je mogoče naročiti v sklopu vzpostavitve ali spremembe javno dostopne telefonske storitve, katere podrobni pogoji so določeni v pogodbi, predvsem v zvezi z zadevno specifikacijo storitve, in prekinitve javno dostopne telefonske storitve.

**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. 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 porting "(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

**16.4** Če Naročnik zahteva prenos telefonske številke od drugega ponudnika storitev na Ponudnika elektronskega komunikacijskega omrežja, mora Ponudnik zagotoviti prenos v skladu z zakonskimi predpisi. Za prenos telefonske številke od drugega ponudnika elektronskih komunikacijskih storitev je treba Ponudniku posredovati ustrezno podpisan obrazec »Prekinitev s prenosom«. Ponudnik je odgovoren za pravilno predložitev obrazca »Obvestilo o prenehanju pogodbe« opuščnemu ponudniku, sicer številke ni mogoče prenesti. Telefonska številka bo prenesena v zakonsko določenem roku ali pozneje, če je to določeno v obrazcu »Obvestilo o prenehanju pogodbe«.

**16.5** Če Naročnik prenese telefonsko številko od Ponudnika v elektronsko komunikacijsko omrežje drugega ponudnika elektronskih komunikacijskih storitev in Naročnik ni prekinil pogodbe ali posamezne storitve, sklenjene s Ponudnikom, bo pogodba ali posamezna storitev prekinjena z obrazcem za prenos (CAF), s katerim Naročnik zahteva prenehanje pogodbenega razmerja in prenos telefonske številke na drugega ponudnika elektronsko komunikacijskih storitev.

**16.6** Naročnik mora predložiti ustrezno izpolnjen in podpisan obrazec novemu ponudniku na dan prenosa telefonske številke. Rok za prenos telefonske številke, vključno z aktivacijo zadevne telefonske številke v omrežju novega operaterja, je štiri delovne dni in se začne na prvi delovni dan po dnevu, ko je bila Naročnikova zahteva za zamenjavo ponudnika storitev vložena pri novem ponudniku storitev in se ponudnik storitev ni strinjal s poznejšim datumom prenosa. Pogoju za prenos telefonske številke je prenehanje zagotavljanja javno dostopne elektronske komunikacijske storitve na preneseni telefonski številki na podlagi pravnega akta z namenom ustreznega prenehanja zagotavljanja javno dostopne elektronske komunikacijske storitve na preneseni telefonski številki.

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, ie 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 (ie 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**

Če ta pravni akt ni izveden do konca prvega delovnega dne, ki sledi dnevnu, ko je bila Naročnikova zahteva za zamenjavo ponudnika storitev predložena prejšnjemu ponudniku storitev, se v skladu s to točko obdobje 4 delovnih dni ne šteje, da se je začelo.

**16.7** Ponudnik ima pravico zavrniti zahtevo za zamenjavo ponudnika storitev ali naročil, če: a) niso izpolnjeni pogoji iz točke 16.5, tj. ustrezno prenehanje zagotavljanja javno dostopne elektronske komunikacijske storitve na preneseni telefonski številki, razen če je dogovorjeno drugače, b) telefonska številka je že vključena v drugo naročilo, c) obstajajo tehnične ovire za prenos telefonske številke, d) telefonska številka ni predmet prenosa v skladu s posebno uredbo, e) Naročnik ni pooblaščen, da prenese telefonsko številko.

**16.8** Razen če je v pogodbi določeno drugače, je odpovedni rok za javno dostopno elektronsko komunikacijsko storitev in za priključitev v javno komunikacijsko omrežje največ 30 dni. To ne velja za druge dogovorjene storitve in velja odpovedni rok, dogovorjen v pogodbi.

**16.9** Če je pogodba za javno dostopne elektronske komunikacijske storitve ali javno dostopne elektronske komunikacijske storitve iz te pogodbe, ki vključuje druge storitve, predčasno prekinjena na podlagi Obvestila o prenehanju pogodbe (storitev) (tj. pred najkrajšim možnim določenim obdobjem uporabe), ima Ponudnik pravico Naročniku zaračunati in Naročnik ima obveznost plačati enkratno pristojbino v znesku, ki je določen v Oddelku 63 Zakona št. 127/2005 zb.

Če je javno dostopna elektronska komunikacijska storitev del druge pogodbe, ostale določbe pogodbe ostanejo v veljavi brez spremembe.

## **17. Skupne in končne določbe**



**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 the proposal.

**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.

**17.1** Vsa obvestila in informacije se lahko skladno s temi Splošnimi pogoji posredujejo prek e-pošte ali se jih posreduje v obliki objave na spletni strani Ponudnika ali prek intranetne spletne strani.

**17.2** V primeru poštinih storitev se dokument šteje za vročenega tretji dan po vročitvi priporočene pošte.

**17.3** Ukrepe v pogodbi ali naročilu (sklenitev, sprememba, odpoved itd.) je mogoče prav tako izvesti v elektronski obliki na Intranetu (če to storitev ponuja Ponudnik), pri tem pa Naročnik izvede predlagani ukrep na način, ki je opisan v tem dokumentu.

**17.4** Pravice in obveznosti pogodbenih strank iz pogodb, naročil, cenikov in dopolnitev prevladajo nad določili teh Splošnih pogojev. Razen če je določeno drugače, se lastninska pravica prenese na Naročnika samo po izvedbi celotnega plačila. V primeru zakupa mora Naročnik poravnati škodo na predmetu zakupa, ki ni posledica običajne obrabe. Naročnik mora v primeru prenehanja pogodbe takoj vrniti predmet zakupa na sedež Ponudnika, razen če je drugače dogovorjeno s Ponudnikom.

**17.5** Vsa razmerja urejajo zakoni Češke republike. Če se pogodbeni stranki ne dogovorita drugače, se vse spore med pogodbenima strankama, ki izhajajo iz pogodb in drugih poslovnih obveznosti in niso rešeni sporazumno in katerih odločitev ni v pristojnosti drugega upravnega organa, rešuje na naslednji način:

**17.5.1** Če je udeleženec v pogodbi podjetnik, spore rešuje Arbitražno sodišče v sklopu Gospodarske zbornice Češke republike in Kmetijske zbornice Češke republike z arbitražnim postopkom skladno z Zakonom št. 216/1994 zb. o arbitražnem postopku, skladno s spremembami in v skladu s svojimi pravili. Kraj arbitraže je Praga. Arbitražna odločba je pravnomočna in izvršljiva.

**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, ie 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 fulfillment 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 centers

1) TTC Teleport Ltd., Tiskařská 257/10, 108 00 Prague 10

**17.5.2** Če je udeleženec v pogodbi potrošnik, spore rešuje stvarno in lokalno pristojno sodišče.

## **18. Varstvo in obdelava osebnih podatkov**

**18.1** Splošna uredba o varstvu podatkov (GDPR) določa številna nova pravila.

Vsak upravljavec in obdelovalec podatkov mora v celotnem obdobju obdelave dokazati njihovo veljavnost in svoje delovanje v skladu z njimi.

Družba Daktela nastopa kot organizacija tehničnih storitev, tj. obdelovalec.

V sklopu skrbniških dejavnosti lahko družba Daktela izvaja samo postopke obdelave, ki ji jih je zaupal skrbnik ali izhajajo iz dejavnosti, za katero je skrbnik pooblastil obdelovalca.

To pooblastilo izhaja iz sklenjenih pogodb.

Podatki (telefonski izpiski, evidence sistema za upravljanje odnosov s strankami (CRM), evidence kampanj, priloge kartičnega sistema itd.), katere družba Daktela obdeluje kot obdelovalec ali pride z njimi v stik pri izpolnjevanju svojih pogodbenih obveznosti, so še vedno v lasti upravljavca podatkov (stranke).

Družba Daktela ne odgovarja za skladnost teh podatkov (osebni podatki), ki jih zagotovi upravljavec, v skladu s Splošno uredbo o varstvu podatkov (GDPR).

Družba Daktela zagotavlja samo potrebno tehnično storitev za upravljavce osebnih podatkov v skladu z njihovimi navodili, sklenjenimi pogodbami in veljavno zakonodajo.

**18.2** Samo zaposleni, usposobljeni na področju varnosti, ki dostopajo do varnega komunikacijskega kanala in so pooblaščen z uporabniškim imenom in geslom, imajo dostop do podatkov, ki so jih zagotovile stranke za namene pogodbe.

Družba Daktela ima vzpostavljene notranje procese in postopke za zaščito tovrstnih pristopov.

Za zagotavljanje tehnične podpore, zahtevanega ukrepa ali izvajanje nadgradnje na podlagi strankinih zahtev je potreben dostop.

Podatki in strežniki, ki jih upravlja družba Daktela, so shranjeni na strežniških centrih

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 centers 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 centers 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 realtime 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.

2) DC Nagano, U nákladového nádraží 3153/8, Prague 3, 130 00 Czech Republic 3) DC Benestra, Udernicka 15, 851 01 Bratislava.  
Vsi podatkovni centri imajo vzpostavljeno stalno varovanje.  
Do strežnikov družbe Daktela imajo fizični dostop samo pooblaščen in usposobljeni zaposleni.  
Vse dostope se nadzoruje in spremlja.  
Zaradi geografske redundance se varnostne kopije podatkov redno in večkratno shranjujejo v zadevne podatkovne centre.  
Za največjo možno varstvo podatkov se celotni internetni promet v smeri virtualnih strežnikov strank izvaja prek standardnih in šifriranih protokolov.  
Poleg tega je vsa komunikacija usmerjena prek centralnega požarnega zidu, ki izvaja analizo pregledovanja komunikacije v realnem času.  
Če požarni zid oceni promet kot sumljiv na podlagi pravil o pregledovanju, je izvorni naslov IP samodejno blokiran.  
Podatki so vedno last strank in se jih hrani samo za dogovorjeni čas.  
To obdobje je vnaprej določeno v pogodbi.  
Po prenehanju sodelovanja lahko stranka prenese podatke drugemu ponudniku.  
Podatki so nato izbrisani.  
Družba Daktela ni pooblaščen za zagotavljanje ali posredovanje teh podatkov drugim osebam ali subjektom.

## **19. Pravice do zasebnosti in obveznosti med upravljavcem in obdelovalcem**

**19.1** Ti Pogoji urejajo vzajemne pravice in obveznosti pri obdelavi osebnih podatkov, do katerih je Ponudnik pridobil dostop pri izvajanju pogodbe, sklenjene z naročnikom (uporabnikom). V primeru, da je med Ponudnikom in Naročnikom sklenjena pogodba o obdelavi osebnih podatkov, ima ta prednost.

**19.2** Ponudnik se zavezuje, da bo za Naročnika obdeloval osebne podatke, ki jih je zagotovil Naročnik, in sicer v obsegu in za namen, ki ju določa sklenjena pogodba.

<p>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.</p> <p><b>19.3.</b> 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 GBT. 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.</p> <p><b>19.4.</b> The Provider undertakes that the processing of personal data will be ensured in particular as follows:</p> <p><b>19.4.1.</b> 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.</p> <p><b>19.4.2.</b> 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.</p> <p><b>19.4.3.</b> The technical and organizational measures taken shall be at a level of risk.</p>	<p>Ponudnik nima pravice obdelovati osebnih podatkov v nasprotju z obsegom ali zunaj obsega, ki ga določajo ti Splošni pogoji in sklenjena pogodba, podatke pa lahko obdeluje samo v obdobju, ki je dogovorjeno v pogodbi.</p> <p><b>19.3</b> Udeleženelec v pogodbi dovoli vključenost podizvajalca kot nadaljnjega obdelovalca v skladu s členom 28 (2) Splošne uredbe o varstvu podatkov (GDPR), ki je ponudnik gostovanja; glejte člen 18.2 teh Splošnih pogojev. Naročnik prav tako izdaja Ponudniku pooblastilo, da vključi katerega koli drugega obdelovalca osebnih podatkov v postopek obdelave, vendar mora v tem primeru Ponudnik pisno obvestiti Naročnika o vseh načrtovanih spremembah v zvezi s sprejemom ali zamenjavo drugih obdelovalcev in Naročniku omogočiti, da tem spremembam ugovarja. Ponudnik bo v funkciji obdelovalca osebnih podatkov svojim podizvajalcem naložil enake obveznosti v zvezi z varstvom podatkov, kot jih določajo ti Splošni pogoji.</p> <p><b>19.4</b> Ponudnik se zavezuje, da bo obdelava osebnih podatkov zagotovljena predvsem na naslednje načine:</p> <p><b>19.4.1</b> Osebnih podatki so obdelani v skladu z zakonskimi predpisi, sklenjeno pogodbo za opravljanje storitev in na podlagi navodil Naročnika. Ponudnik ne odgovarja za točnost osebnih podatkov, ki jih zagotovi skrbnik.</p> <p><b>19.4.2</b> Ponudnik se zavezuje zagotavljati tehnično in organizacijsko varstvo obdelanih osebnih podatkov na način, da bodo skozi celotno trajanje obdelave podatkov preprečeni nepooblaščen ali nenamerni dostopi do podatkov, njihovo spreminjanje, uničenje ali izguba, nepooblaščen prenos, druge nepooblaščen obdelave in druge zlorabe, in da bodo izpolnjen vse obveznosti obdelovalca podatkov v zvezi z osebnimi podatki in njihovo obdelavo.</p> <p><b>19.4.3</b> Sprejeti tehnični in organizacijski ukrepi morajo biti skladni s stopnjo tveganja.</p>
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<p>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.</p> <p><b>19.4.4.</b> The Provider hereby declares that the protection of personal data is subject to the internal security regulations of the Provider.</p> <p><b>19.4.5.</b> 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.</p> <p><b>19.4.6.</b> 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.</p> <p><b>19.4.7.</b> 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.</p> <p><b>19.4.8.</b> 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.</p> <p><b>19.5.</b> The Subscriber undertakes to immediately report all facts known to him which could adversely affect the proper and timely fulfillment of</p>	<p>Ponudnik z njimi zagotavlja nadaljnjo zaupnost, celovitost, razpoložljivost in odpornost sistemov in storitev obdelave in pravočasno povrnitev razpoložljivosti in dostopa do osebnih podatkov v primeru fizičnih ali tehničnih težav.</p> <p><b>19.4.4</b> Ponudnik izjavlja, da je varstvo osebnih podatkov predmet notranjih varnostnih predpisov Ponudnika.</p> <p><b>19.4.5</b> Osební podatki bodo dostopni samo pooblaščenim osebam Ponudnika, katerim Ponudnik določi pogoje in obseg obdelave podatkov, in vsaka takšna oseba bo imela dostop do osebnih podatkov s svojim edinstvenim identifikatorjem.</p> <p><b>19.4.6</b> Pooblaščene osebe Ponudnika, ki obdelujejo osebne podatke v skladu s temi Splošnimi pogoji, so zavezane k ohranjanju zaupnosti osebnih podatkov in izvajanju varnostnih ukrepov, saj bi razkritje teh podatkov lahko ogrozilo varnost. Ponudnik dokaže zavezanost tej obvezi. Ponudnik zagotovi, da ta obveznost velja za Ponudnika in pooblaščene osebe tudi po prekinitvi delovnega razmerja ali drugega razmerja s Ponudnikom.</p> <p><b>19.4.7</b> Ponudnik po potrebi pomaga Naročniku z ustreznimi tehničnimi in organizacijskimi ukrepi pri izpolnjevanju Naročnikovih obveznosti, ki izhajajo iz funkcije upravljavca osebnih podatkov. Ponudnik ima pravico zahtevati ustrezno nadomestilo za te dejavnosti na podlagi aktualnega cenika, ki je objavljen na njegovem spletnem mestu.</p> <p><b>19.4.8</b> Po prenehanju izvajanja pogodbe mora Ponudnik izbrisati vse posredovane osebne podatke oziroma jih vrniti Naročniku, razen če posebni zakon ne nalaga hrambe teh podatkov.</p> <p><b>19.5</b> Naročnik se zavezuje, da bo Ponudniku takoj sporočil vsa dejstva, ki so mu znana in bi lahko negativno vplivala na ustrezno in pravočasno</p>
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<p>obligations arising from these Conditions and to provide the Provider with the necessary cooperation for the fulfillment of these Conditions.</p> <p><b>19.6.</b> 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.</p> <p><b>20. These Conditions come into effect on 1.4.2019.</b></p>	<p>izpolnitev obveznosti iz teh Splošnih pogojev, in bo s Ponudnikom ustrezno sodeloval pri izpolnjevanju teh Splošnih pogojev.</p> <p><b>19.6</b> Razmerja, ki niso izrecno urejena s temi Splošnimi pogoji, ureja Splošna uredba o varstvu podatkov (GDPR) in pravni red Češke republike, predvsem Zakon št. 89/2012 zb., Civilni zakonik, skladno s spremembami.</p> <p><b>20. Splošni pogoji začnejo veljati dne 1. aprila 2019.</b></p>
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