

## TERMS OF PROVISION OF TELECOMMUNICATION SERVICES

### 1. INTRODUCTORY PROVISIONS

- 1.1. Application of the terms. In the event that the Customer enters into an agreement on provision of Service (as defined below) with Daktela, these terms of provision of telecommunications services shall prevail. Daktela's general terms of service available on the Website [www.daktela.com/legal](http://www.daktela.com/legal) shall apply only to the extent not governed by these terms of provision of telecommunications services.

### 2. DEFINITIONS

- 2.1. **"Participant"** is the Customer who has entered into an agreement on provision of Service with Daktela.
- 2.2. **"Price List"** is the currently effective price list available on the customer portal or on the Website.
- 2.3. **"Service"** for the purposes of these terms of provision of telecommunications services is an electronic communications service - interpersonal number-based communication service provided by Daktela.
- 2.4. **"Telecommunications network"** is the network of electronic communications, i.e. transmission systems capable of transmitting signals by wire, radio, optical or other electromagnetic means for the transmission of voice or data.
- 2.5. **"ECT"** means the Czech Act No. 127/2005 Sb., on Electronic Communications and on amendments to certain related acts (Electronic Communications Act), as amended.

### 3. FEES AND PAYMENT

- 3.1. Price List. The fee for the provision of the Service is usually set out in the Product Specification. However, the Participant may also use a Service for which the fee is not specified in the Product Specification. In such case, the fees set out in the Price List shall apply.
- 3.2. Changes to the Price List. The provisions of Section 7.3. of the terms of services (Price Changes) do not apply in the case of Third-Party Services resold by Daktela, in particular for call fees. Customer expressly agrees that the Price List and the fees of Third-Party Services, in particular the call fees, may be changed at any time with immediate effect upon notification to the Participant. If the Participant does not agree to the change, the Participant may terminate the Agreement by written termination notice delivered to Daktela within 1 month of the notification of the change. Termination notice period in this case is 1 month from delivery of the notice. However, unless the parties agree otherwise, the changed fees will apply during the termination notice period.
- 3.3. Tariffication. Unless otherwise specified, all calls are billed („tariffed“) in 30 second increments, i.e., the minimum billed call length, unless otherwise specified, is 30 seconds. The tariffication for colour lines is 60 seconds. The minimum billed call length on these lines is 120 seconds.
- 3.4. Protection of the Participant. In the event that the Participant experiences unusually high traffic that exceeds during the billing period twice the average monthly fee paid during the last six months or unusual type of

traffic, Daktela is entitled to suspend the provision of the Service to the Participant in order to protect the Participant. Daktela will inform the Participant that it has done so by email or other appropriate means. Restrictions on the provision of the Service may also apply to other Services provided other than those that have experienced unusually high traffic or unusual traffic type. Daktela may also require payment of a deposit and use it to pay any obligations of the Participant. In the event that the Participant pays the deposit to Daktela, the provision of the Service will be resumed. The deposit will be returned to the Participant upon request within 14 days of the termination of the Service.

- 3.5. Monitoring. Daktela reserves the right to monitor the use of tariff, and in the event of suspected abuse of unlimited calls (e.g., the manner of use of unlimited calls exhibits characteristics of machine-generated traffic or other non-standard use) or in the event of use of unlimited calls in a manner that may negatively affect the quality of services provided to other customers or the operation of the network or any of its part, Daktela may restrict or terminate this Service or propose the transfer of the Participant to another type of service. The transfer will normally be made by a proposal to amend the pricing plan of the Service. In the event that the Participant does not consent to the proposed change within 7 working days from the date of notification and no other agreement is reached, Daktela may terminate the provision of the Service with immediate effect after the expiry of this period.

#### **4. COMPLAINTS**

- 4.1. Billing complaint. Participant is entitled to file a complaint against the billing without undue delay, no later than 2 months from the date of delivery of the invoice for the Service provided, otherwise the right shall cease. If, due to the type of Service provided, the invoice is not delivered, the Participant is entitled to file a complaint within 2 months from the date of provision of the Service. The filing of a complaint does not have a suspensive effect on the obligation to pay the invoiced amount.
- 4.2. Service complaint. Participant is entitled to file a complaint against defective Service without undue delay, not later than within 2 months from the date of provision of the defective Service, otherwise the right shall cease.
- 4.3. Complaint resolution. Daktela will resolve a billing complaint or service complaint within 1 month from the date of receipt of the complaint. If the resolution of the complaint requires consultation with a foreign operator, Daktela will resolve the complaint no later than 2 months from the date of receipt of the complaint. Unless the parties agree otherwise and the complaint is resolved by a discount on the Service fee, Daktela will refund the fee difference within 1 month of the resolution of the complaint.

#### **5. TELEPHONE NUMBER TRANSFERABILITY**

- 5.1. Transfer to Daktela. If the Participant requests the transfer of a telephone number from another service provider to Daktela, the request must be delivered to Daktela and include the information required by the ECT, i.e., at least:
- a) Participant's identification data,
  - b) the identification of the current service provider from whom the telephone number is being transferred,
  - c) the telephone number for which the transfer is requested,

- d) the Participant's verification code for transfer of the number issued by the current service provider, and
- e) the date on which the number is to be transferred; Daktela will, without delay after the conditions for number transferability have been fulfilled, arrange for the execution of the necessary actions for number transfer and inform the Participant of the date on which the number is to be transferred, which is also the date of termination of the obligations under the contract with the service provider from whom the telephone number is being transferred.

## 6. INFORMATION OBLIGATIONS

- 6.1. Lists. Daktela, as a provider of a number-based interpersonal communication service that allocates numbers according to the numbering plan to Participants, is obliged, at the request of a person who provides publicly available information services on numbers or provides participant lists, to provide the personal and identification data of Participants who have consented to the publication, subject to the conditions under and within the scope of § 95 of the ECT. Prior to requesting consent for the publication of personal and identification data, Daktela will inform the Participant of the purpose of the participant list and of other possibilities of using the data based on the search functions in the electronic versions of the participant list. These data, to the extent that the Participant has consented to publication, will be provided to the person providing publicly available information on telephone numbers or providing participant lists.

## 7. OTHER RIGHTS AND OBLIGATIONS OF THE PARTIES

- 7.1. Daktela is entitled:

- a) To change the topology of the Telecommunications network, make adjustments and configurations and change service settings (IP addresses, etc.)
- b) Not to set up the Service, or make a change to the Service, if the Participant has not documented the property owner's consent or provided the necessary cooperation for the installation, approved the project, provided access to the installation area, etc..

- 7.2. The Participant is obliged:

- a) Not to provide the Services to third parties unless the Participant is authorised to do so by the relevant telecommunications licence, trade licence and written consent of Daktela,
- b) Take all possible measures to prevent unauthorised persons from manipulating with the devices of Daktela (which is part of the Telecommunications network) located at the Participant's premises, damaging it, or stealing it,
- c) To secure the property owner's consent to the installation of the necessary lines and devices and indemnify Daktela for any damages should it be proven that consent was not given or that, through no fault of Daktela, the installation of the lines and devices did not comply with the terms of the consent,
- d) To reimburse Daktela for any costs associated with the set-up or modification of the Service that Daktela had to incur due to the Participant's failure to comply with the conditions set out for the set-up or modification of the Service. Failure to comply with the conditions shall be deemed to include the Participant has changed the default installation conditions from the state at the time of the set-up of the Service,

- e) To allow Daktela to professionally dismantle its devices on the date of termination of the Service,
- f) To immediately report to Daktela all known facts that could negatively affect the provision of the Service, in particular Telecommunication network Failures, Defects and Failures in the provision of the Service,
- g) To provide, at its expense, operating space and electrical power for Daktela's telecommunications devices necessary to provide the Service,
- h) Not to change without the personal presence or written consent of Daktela the configuration, wiring, location, and layout of Daktela's devices at the Participant's premises from the state at the time of the set-up of the relevant Service,
- i) To use the Service only through end terminals approved by Daktela which have valid technical and safety certificates for operation in the Czech Republic. The Participant is responsible for the condition of its device that is connected to the Connection point,
- j) To provide assistance with the set-up, modification, termination, monitoring or servicing of the Service, to allow Daktela access to Daktela's devices and the Participant's devices,
- k) To comply with the legal regulations of the Czech Republic. In particular the valid regulations and rules of the Czech Telecommunication Office. In the event that Daktela determines that the Participant is acting in violation of this provision, Daktela shall be entitled to suspend the provision of the Service.

7.3. Participant of the Daktela PBX Service is entitled to make configuration adjustments via the web and administration switchboards. If damage is caused as a result, the Participant is not entitled to claim compensation from Daktela.

7.4. Identification is only possible with a telephone number that the Participant is duly authorised to use. Daktela shall not be obliged to investigate such authorisation to use the numbers. The use of the number in this way is the responsibility of the Participant.

7.5. The device purchased from Daktela becomes the property of the Participant upon full payment of the price. The Participant shall operate the device leased from Daktela in a careful and proper manner. During the use, the Participant must comply with all regulations relating to the possession, use and maintenance of the device, including any registration and licensing requirements. Participant may not sell, rent, lease, lend or loan the device to third parties or make changes to the device without Daktela's prior written consent. Participant shall take all reasonable measures to protect the device from damage, loss, or destruction. In particular, but not limited to, Participant shall ensure the security of the location of the device. Participant shall be responsible for any damage to the device and shall reimburse Daktela for all damages and repair costs upon request. In the event that the device becomes unusable for its intended purpose, the Participant shall notify Daktela without undue delay.

7.6. In the event of a dispute between Daktela and the Participant, if the dispute relates to obligations imposed by or under the ECT, the Participant may contact the Czech Telecommunications Office.