

## 1. General Terms and Conditions

1.1. The General Terms and Conditions of Unient Communications, a.s. (hereinafter referred to also as the "General Terms and Conditions") for the provision of the viphone service shall set forth the terms and conditions for the execution of the viphone Service Agreement entered into by and between Unient Communications, a.s., Business Identification No.: 63078171, with its registered seat at the address Radlická 714/113, 158 00 Praha 5, recorded in the Commercial Register administered by the Municipal Court in Prague, under Section B, Entry No. 3035, (hereinafter referred to also as the "Provider"), and the Service Recipient (hereinafter referred to also as the "Subscriber"), and they shall constitute an integral part of such agreement.

1.2. The telecommunications service (hereinafter referred to also as the "viphone Service") shall be operated within the territory of the Czech Republic and may be provided to every legal subject, a legal entity or an individual person, that shall request the same and shall enter into a Service Agreement with the Provider.

1.3. The extent and specification of provided telecommunications services shall be stipulated in the Agreement and its schedules, in particular in the Specification that shall constitute an integral part of the Agreement.

## 2. Definitions

2.1. Unient Communications, a.s. shall be the viphone Service Provider.

2.2. The Subscriber shall be a legal entity, legal subject, or individual person that shall enter into an agreement on provision of telecommunications services with the service Provider.

2.3. The provision of the agreement shall be a relationship defined between the Provider and the Subscriber, as specified in the Service Agreement.

2.4. The Provider's network shall be a set of technological devices providing telecommunications services for the contractual Subscribers.

2.5. The terminal equipment shall be a telephone, facsimile, software telephone, or another similar equipment approved by the Provider through which the viphone Service shall be provided.

2.6. The contact person of a contractual party shall be a person providing for the transmission of information between both contractual parties in respect of the performance of the Agreement and authorized to act with binding effect in the matters of viphone Service provision pursuant to the provisions of the Agreement. The Provider's contact person shall also be the acting employee of the Provider's Customer Service Department.

2.7. A person authorized to act on behalf of a contractual party with binding effect and to enter into the Agreement shall be the authorized representative of such contractual party. Unless such person is authorized to represent the contractual parties pursuant to the provisions of the Commercial Code (Act No. 513/1991 Coll., as amended and supplemented), such person must be authorized by virtue of a valid and notarially certified power of attorney.

2.8. The service description shall constitute a document containing the general commercial and technical definition of the service and the specific terms and conditions of its provision. The service description is available at the updated website of the Provider.

2.9. A complaint means a legal act of the Subscriber in which it applies its claims against the Provider as a consequence of defectively operated or provided services.

2.10. The agreement shall be the service agreement entered into by and between the Subscriber and the Provider.

2.11. Service specification shall be a document bilaterally signed by both contractual parties and describing the specific technical and service specification of the viphone service for the specific Subscriber.

2.12. Telecommunications equipment means telecommunications equipment, including lines for broadcasting, transmission, routing, and reception of information.

2.13. The authority means the Czech Telecommunications Office.

2.14. An outage is an accidental, unplanned condition when the services provided are not available.

2.15. Force majeure means, including, without limitation, the following: events of war, riots, strikes, acts of terrorism, natural catastrophes, lightning discharges, floods, flooding of premises, explosions, building collapses, and defects in electrical power supplies.

2.16. A defect means condition that does not enable or that makes the use of the viphone Service in the common manner more difficult, in particular due to the failure to observe the standard quality of the viphone Service.

2.17. A viphone user account means the authorization to use the viphone services under the name, password, and line to be assigned by the service Provider to the Subscriber.

2.18. viphone monthly tariffs, or, as the case may be, the optional monthly services, means sets of functions, or, as the case may be, additional viphone service that the Subscriber may order for activated accounts. The maximum number of monthly tariffs must not exceed the number of activated User Accounts.

2.19. User account activation means establishment of a User Account in the viphone service by the Provider according to the Subscriber's parameters.

2.20. Activation of connectivity for the viphone service means the establishment of connectivity according to the required parameters of the service Provider so as to enable its full reliability and functionality.

## 3. Execution of Agreement

3.1. The Provider and the Subscriber shall enter into viphone Service Agreements pursuant to the provisions of the Commercial Code.

3.2. The Provider shall be authorized to refuse to enter into the agreement or to rescind an agreement already executed in the following events:

3.2.1. The Service may not be activated due to technical reasons.

3.2.2. The Subscriber does not meet the technical requirements required for the reliable operation the service provided.

3.2.3. The Subscriber is in liquidation.

3.2.4. Bankruptcy proceedings have been initiated against the Subscriber.

3.2.5. The Subscriber that wishes to use the service has an obligation overdue in respect of the Provider under a previously provided service.

3.2.6. The Subscriber refused to accept the provisions of these General Terms and Conditions.

3.3. The agreement entered into by and between the Provider and the Subscriber shall be executed in writing.

3.4. Any and all changes in the provision of services and fees for such services shall be discussed by and between the contractual parties and shall be in the form of written amendments to the Agreement.

## 4. Service Price and Terms of Payment

4.1. The Subscriber shall pay to the Provider the viphone service fees according to the prices set forth in the current price list available at the Provider's website ([www.viphone.cz](http://www.viphone.cz)) or in the Provider's company registered seat and pursuant to the provisions of the relevant mutual agreements and amendments thereto.

4.2. The service price shall consist of the viphone Service price (flat fees and one-time fees) and the telephone charges.

4.3. The amount of the telephone charge for the telephone calls really made shall be stipulated based on the duration of the relevant call. The amount of the telephone charge as specified in the Price List shall be telephone charge in CZK per minute.

4.5. A calendar month shall be the accounting period.

4.6. The Provider shall at its own expense issue and send in electronic form or in writing the bill for the provided services to the Subscriber within 15 calendar days following the terminal of the accounting period.

4.7. For one-time bills, the Provider shall issue to the Subscriber an invoice following the delivery of the relevant performance.

4.8. The Provider reserves the right to change its Service Price List. The Provider shall inform the Subscribers of any changes in the Service Price List by electronic mail, or, as the case may be, by virtue of a written notice to be published or sent within 30 days prior to the relevant change entering into effect. Unless a Subscriber wishes to further receive the Service for the changed price, it may terminate the agreement pursuant to the provisions of Section 9.2. of these General Terms and Conditions within ten days following the delivery of the notice of change in the Price List, provided that in such event the notice period shall be thirty days, but always by the last day of the validity of the original Price List. Unless a Subscriber delivers to the Provider its written termination notice in respect of the Agreement within ten days following the delivery thereto of a notice on a Price List change, such Subscriber shall be deemed to consent to such new Price List.

4.9. Should a Subscriber fail to pay to the Provider for viphone services a bill issued by the Provider on the maturity date, the Provider shall be authorized to charge to the Subscriber default interest at 0.05% of the outstanding amount per each commenced day of such default.

4.10. The Provider's claim for indemnification for damages caused by default with the satisfaction of the Subscriber's obligations shall remain unaffected by any charging and payment of the default interest.

4.11. The Provider shall be authorized to issue to the Subscriber an advance invoice during a common accounting period in the event the amount of the telephone charge exceeds twice the flat fee payments for the viphone services within the given accounting period. The Subscriber undertakes to pay such advance invoice within ten calendar days following the issuance thereof.

4.12. The Subscriber consents to the assignment, if any, of a receivable of the Provider arisen as a consequence of unpaid bills for viphone services provided in favor of third parties.

4.13. Should the costs directly connected to the provision of the viphone service be increased without the Provider having any possibility of affecting such increase, the Provider shall be authorized to increase the price for the viphone service correspondingly within a period of time shorter than 30 days.

4.14. The billed amounts shall be paid into the Provider's account specified in the tax document no later than on the maturity date of such tax document, or the Subscriber shall be deemed to be in default. The maturity period of such invoice shall be 14 days following its issuance date, except for the advance invoice payment.

## 5. Defects and Liability for Damage

5.1. If it is impossible to use the viphone Service, or should it only be possible partially due to a demonstrable defect on the part of the Provider, the Provider shall be obliged to remedy such defect within 72 hours and to correspondingly reduce the Subscriber's price.

5.2. The viphone Service Provider shall not be liable for defects within the network of the Subscriber or of other operators.

5.3. The viphone Service Provider shall not be obliged to indemnify Subscribers for damages incurred thereby as a consequence of failure to provide or for defective provision of a service, unless provided otherwise in the Agreement.

5.4. The Subscriber shall indemnify the Service Provider for damages incurred thereby as a consequence of incorrect use of terminal devices or use of terminal equipment not approved by the Provider. The maximum possible amount of the indemnification for damage shall be a tenfold of the current monthly lump sum of such Subscriber. The payment of such indemnification for such damage shall not result in the extinction of the Provider's right to restrict or suspend the service pursuant to the provisions of Section 8.2. hereof.

## 6. Service Provider's Obligations

6.1. The Service Provider shall be obliged to duly operate the viphone Service pursuant to the provisions of these terms and conditions and the legal rules and regulations related to the provision of such services.

6.2. In the event of defect or service outage, the Provider shall be obliged to immediately commence works aimed at defect remediation in the event of defect or service outage.

6.3. The Service Provider shall be obliged to notify the Subscriber of any and all suspensions or restrictions in the provision of the service in the event the Provider is aware of the same in advance, except for service suspensions and restrictions pursuant to the provisions of Article 8 hereof.

### 7. Subscriber's Obligations

7.1. The Subscriber shall be obliged to duly and timely pay to the Provider the price for the service pursuant to the provisions of the Agreement entered into by and between the Subscriber and the Provider.

7.2. The Subscriber must not use for operation within the framework of the viphone Service any equipment not approved by the viphone Service Provider.

7.3. The Subscriber must not as a consequence of its acting intentionally cause defects to the Provider's network or to third party networks.

7.4. The Subscriber shall be obliged to forthwith inform the Provider of all changes of identification data specified in the Agreement entered into by and between the Provider and the Subscriber and of all other changes related to the provided viphone Service.

### 8. Service Restriction or Suspension

8.1. In the event the Subscriber is in default in respect of the Provider with any payment for services provided thereto, the Provider shall be obliged to demonstrably deliver to the Subscriber a notice specifying a substitute performance date. Unless the defect is remedied within such substitute term, the Provider shall be authorized to restrict service provision by preventing active access to the service. In the event of repeated failure to satisfy the contractual terms and conditions, the Provider shall be authorized to terminate the provision of the service.

8.2. The Provider shall be authorized to restrict or suspend service use by a Subscriber in the event such Subscriber has connected or used non-functional or non-approved equipment or has disturbed the operation of the Provider's network or other operators' networks by its acting.

8.3. The Provider shall be authorized to restrict or suspend the use of the service by a Subscriber in the event such Subscriber breaches these General Terms and Conditions or the Contractual Terms and Conditions for Service Provision.

8.4. The Provider shall be authorized to restrict or suspend the use of the service by a Subscriber in the event such Subscriber has provided to the Provider untrue or misleading data about itself.

8.5. The Subscriber shall be authorized to require from the Provider restoration of the service provision in the event all causes for service restriction or suspension have been remedied. In such event, the Provider shall be authorized to charge a service restoration fee.

### 9. Term and Termination of Agreement

9.1. The Service Agreement shall be entered into by and between the Provider and the Subscriber for an indefinite period of time, unless provided otherwise herein.

9.2. The Subscriber shall be authorized to terminate the Agreement with a three-month (3) notice period, unless provided otherwise herein.

9.3. The Provider shall be authorized to immediately terminate the Agreement in the event the service has been restricted or suspended pursuant to the provisions of Sections 8.2., 8.3., or 8.4. of these General Terms and Conditions and the reasons for such restriction or suspension have not been remedied even by the substitute deadline provided by the Provider, or have not been adjusted by virtue of an agreement.

9.4. The Provider shall be authorized to terminate the agreement with a notice period of one month that shall commence on the day following the delivery of the termination notice to the Subscriber.

9.5. After the termination of the Agreement, the contractual parties shall also be obliged to settle their mutual obligations arising from the Agreement.

9.6. The equipment provided by the Provider for use to the Subscriber within the framework of the viphone Service activation must be returned by such Subscriber without defects in function to the Provider within 30 days following the termination of the agreement. Should the Subscriber fail to return such equipment or should such equipment be damaged, the Provider shall be authorized to claim indemnification for such damage up to the maximum value of the viphone Service activation, as originally paid by the Subscriber.

### 10. Claims

10.1. Technical defects related to the viphone service provision shall be handled exclusively between the Provider and the relevant Subscriber, unless provided otherwise in the Agreement.

10.2. Claims and defects in service provision shall be applied by the Subscriber at the specified telephone numbers or e-mail address of the Provider's customer care center, unless provided otherwise in the Agreement.

10.3. Should the defect consist in incorrect billing of a service price, the Subscriber shall be authorized to apply a claim within two months following the delivery of the service price, otherwise such right of claim become extinct. Application of a claim shall not result in postponement of a payment for a service provided.

10.4. The Provider shall be obliged to handle each claim within 30 days following the delivery thereof.

10.5. In the event a claim against a price charged proves to be justified, the Service Provider shall return the overcharge to the relevant Subscriber within 30 days following the handling of the claim.

10.6. Should the Provider fail to satisfy a claim against the price charged, the Subscriber shall be authorized to submit to the Authority objections against the handling without undue delay, but certainly within 30 days following the delivery of the claim handling notice.

### 11. Special Provisions

11.1. Each Subscriber may grant its consent to the publishing of their data in a printed telephone directory issued by the universal service provider, which directory specifies the data of customers of all telephone service providers. A Subscriber's data shall be published to the following extent: first name, last name, residence address, telephone number, and electronic mail address. The Subscriber shall be fully liable for the accuracy of its data provided for publishing in the printed telephone directory. The Subscriber shall be authorized to require a notice in the telephone directory to the effect that it does not wish to be contacted for marketing purposes. The Subscriber may at any time withdraw their consent to the publishing of its data in the telephone directory. In such event, the Provider shall provide for the removal of such Subscriber's data at the opportunity of the first subsequent amendment of the telephone directory. The Subscriber acknowledges that the Provider shall be obliged to deliver the Subscriber's data to the above-specified extent to the universal service operator pursuant to the provisions of Act No. 127/2005 Coll., on electronic communications.

11.2. The Service Provider shall provide for protection of personal data provided thereto within the framework of operating this service, pursuant to the provisions of the act on personal data protection.

11.3. The Provider has the Subscriber's consent to personal data protection. No personal data shall be provided to third parties.

11.4. Within the framework of the viphone service, the Provider shall ensure telephone numbers portability in accordance with the Numbering Plan, so that any viphone service Subscriber asking for such service could retain his/her telephone number if he/she decides to change the public telephony service provider or his/her geographic location. Telephone numbers portability is provided by the viphone service Provider in cooperation with selected abandoned/taking over service provider. The telephone number portability (Section 34 of Act No. 127/2005 Coll.) is provided by the Provider in accordance with valid regulations. Detailed conditions of the telephone number portability, if provided by the Provider, are stipulated in the General Terms and Conditions for Numbers Portability published by the Provider.

### 12. Final Provisions

12.1. The contractual relationship governing the provision of the viphone service pursuant to the provisions of these General Terms and Conditions shall be governed by the laws of the Czech Republic.

12.2. The General Terms and Conditions shall constitute an integral part of the Agreement to be entered into by and between the Provider and the Subscriber.

12.3. The Subscriber shall be obliged to forthwith inform the Provider of any change in the viphone Subscriber's identification data.

12.4. Any Subscriber that enables the use of the viphone service to third parties shall be liable towards the Provider for the due use of such service pursuant to the provisions of these general terms and conditions and for the payment of the bill for the viphone service provision.

12.5. The Provider shall be obliged to inform the Subscriber in a convenient manner of any changes in the prices and price conditions for the Services provided, of all amendments to the General Terms and Conditions, and of changes in the Provider's claim regulations prior to such amendments entering into effect, unless such changes are material and constitute deterioration for the Customer.

12.6. The Provider shall be obliged to notify the Customer in a corresponding manner and at its own expense at least one month prior to the entering into effect of a material amendment to the General Terms and Conditions, Provider's prices, price conditions, and claim regulations that constitute deterioration for the Customer, and simultaneously, the Provider shall in a convenient manner inform the Customer of its right to terminate the Agreement without sanctions in the event it decides not to accept the new terms and conditions in connection with the notice of proposed material changes in the contractual terms and conditions that constitute deterioration. Convenient manner of information means, including, without limitation, information provided on a bill or another name-specific written notice, notice made through a voice message, and notice made through the mass media, with the simultaneous publishing of changes at all contact places of the Provider designated for public relations as well as at the website [www.viphone.cz](http://www.viphone.cz).

12.7. Amendments to terms and conditions and their complete wordings shall be published within the Provider's place of business, at the website [www.viphone.cz](http://www.viphone.cz), or, as the case may be, in the Telecommunications Bulletin.

12.8. Should any provision hereof be deemed illegal, unenforceable, or invalid, such illegality, unenforceability, or invalidity shall not affect the other provisions of these General Terms and Conditions. The Provider and the Subscriber consent to all such illegal, unenforceable, or invalid provisions being replaced with new provisions.

12.9. Any and all legal relationships in the field of electronic communications established between the Provider and the Subscriber prior to the entering into effect of these General Terms and Conditions shall remain in force.

12.10. These General Terms and Conditions shall enter into force as of December 1, 2007. On November 30, 2007, the General Terms and Conditions dated July 1, 2006, shall cease to be valid.

Prague  
December 1, 2007