General terms and conditions of services and products of NETHOST s.r.o.

Contracting parties

NETHOST s.r.o.

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Company is registered at the Commercial Register at the Regional Court in Brno
Section C, Insert 38349

(hereinafter referred to as the "Provider")

Customer

For the purposes of these conditions, the Client means any entity that concludes a contract with the Provider in writing or electronically via a web presentation on the provision of services.

and products of the Provider, or becomes a customer by unilateral acceptance of the conditions of the relevant service or GTC, or in another way.

(hereinafter referred to as the "Customer")

(collectively referred to as the "Parties")

1. Subject matter and introductory provisions

1.1. The subject of these general terms and conditions (hereinafter referred to as GTC) is the regulation of business conditions and legal relations between the Provider and the Client in the provision of services and products of the Provider.

1.2. The contractual relationship based on these GTC is governed by the provisions of the Commercial Code and related legislation.

1.3. When operating the service, the Provider requires from the Customer the data necessary for the operation of the service

and for communication with the Customer. The customer grants permission to process his personal data for the purpose of ensuring the operation of the ordered service, especially for communication with domain name administrators. When processing data, the Provider is governed by Act No. 101/2000 Coll., On the protection of personal data and the GDPR Regulation.

2. Definitions of terms

2.1. Server - a computer permanently connected to the Internet, which is ready for the operation of applications compatible with the server configuration (ie in the environment of the server operating system, installed services, etc.) through which the Provider's services are provided.

2.2. Virtual server - a logically defined (virtual) server operated on a physical server, on which several virtual servers for several Customers are operated at the same time.

2.3. Dedicated server - a physical server reserved only for the needs of a single Customer with specified own attributes and a range of services provided by the Provider's infrastructure.

2.4. Server administration - delivery of a complete turnkey server solution, or takeover of existing systems under the Provider's administration

2.5. Serverhousing - a service of locating the Client's server or servers, or renting the Customer for the purpose of providing / obtaining network services and data by a server within the worldwide Internet.

2.6. Webhosting - a suitable solution of the Provider for the placement of any individual web or database application with advanced functions of a mail server, client applications supporting known technologies and protocols.

> 2.6.1 Cheap hosting - a subcategory of the Webhosting product optimized for price while maintaining all the functions necessary for the placement of an individual web or database application with the functions of a mail server or client applications supporting known technologies and logs, with a maximum workload of 80% for the web, 100% for email, and 30% for databases.

> 2.6.2 Easy hosting - a subcategory of the Webhosting product optimized for maximum simplicity and low cost while maintaining the functions necessary to locate a simple website, or for a simple application with mail server functions or client applications supporting known technologies and protocols, with a maximum space utilization of 80% for web, 80% for email and 10% for databases.

2.7. Domain registry services - providing the Provider's registration interface for accessing the services of national and generic domain registries and for domain registration, domain renewal, domain contact registration, etc.

2.8. NETHOST-CLIENT - online communication tool used for communication between the Provider and the Customer.

2.9. NETHOST-CREDIT - the method of payment of the Client for the Provider's services, where the Client pays a credit for drawing the Provider's services and the Provider accepts this credit for payment of services in accordance with the conditions for drawing credit specified in the service or product specifications.

3. Specification of services and products

3.1. The properties and scope of services and products are governed by the offer presented on www.nethost.cz, these GTC and any individual provisions of the contract. Preference is given gradually to: contract, GTC, service offer.

3.2. Common provisions for services and products:

3.2.1. The services and products of the Provider used by the Customer are both the main services and products according to point 2. Definitions of terms, as well as any other related services and products provided as ancillary or in connection with the provision of the main services and products.

3.2.2. The Provider's services and products are provided to the Client with specified attributes and the range of services provided by the Provider's infrastructure.

3.2.3. In accordance with the settings of individual services and products, the attributes are determined either as reserved for the Customer's needs (processor power, memory size, disk space, etc.) or as shared (number of used processor cores, number of disk operations, network traffic, etc.), which Customer uses at the same time as other users. The extent to which the Customer can use shared attributes is limited by the extent to which other users use the shared attributes.

3.2.4. The services provided by the Provider's infrastructure are shared, or if in the description of the service or in a separate contractual agreement it is agreed by the Contracting Parties above-standard solutions, precisely defined dedicated services (based on infrastructure such as dedicated connectivity, individual backup solutions, etc.).

3.3. Individual services and products are always set up and provided for periodically recurring periods

Service or product	Periodically recurring period of providing a service or product
Webhosting	1 month
Application hosting	1 month
Virtual servers	1 month
Dedicated servers	1 month
Managed servers	1 month
Server management	1 month
Server housing	1 month
Viewfix	1 month
DB servers a clusters	1 month
Cloud storages	1 month
Private cloud	1 month
Backuping data	1 month
Security monitoring	1 month
YubiKey a LDAP	1 month
IP Telefonie	1 month
SMS gateway	1 month
SSL Certificates	1 year
DNS server	1 month
DNS stack	1 month
Domains	1 year
Server software	1 month
other services and products	1 month

The length of the periodically recurring period is usually defined in the offer of services and products or in a concluded contractual relationship. It always applies that the length of the periodically recurring period according to the above table is the minimum unit of time for which the Client can purchase the Provider's services and products.

3.4. The Client usually orders the Provider's services and products, or even prepays for a longer period than the minimum time unit of a periodically recurring period. In the case of prepayment of services and products for a longer period, the Provider may provide the Client with a price advantage, a bonus extension of the provision of services and products.

In the event that the Client decides during the period for which the Provider's services and products are prepaid for their change, this change may be made under the following conditions:

a) Increasing the range of services or product parameters, which increases their price:
- The price difference between the original range of services or product parameters and the newly extended range will be calculated. The price difference may be paid by the Client so that the originally intended length of the period of use of services and products is maintained. If the Client decides not to pay the resulting price difference, the Provider will shorten the prepaid period of use of services and products by the Client accordingly.

b) Limitation of the scope of services or product parameters, or the length of the period of use of services and products that reduce their price:
- The price difference between the original range of prepaid services will be quantified or product parameters and the newly limited range. This price difference will be reduced a contractual penalty of 20% and transferred to the Client's credit for drawing services and the Provider's products. This credit may be used to pay for the Provider's services or products in accordance with the conditions for drawing the credit specified in the specifications of the service or product.

c) Termination of use of services or products:
- The unused part of the prepaid price for services and products ordered by the Client but terminated prematurely is reduced by a contractual penalty of 20% and is transferred to the Client's credit for drawing the Provider's services and products and the Provider will accept this credit in the future to pay for services or products in accordance with the terms of the credit stated in the specifications of the service or product.

3.5. The provided services and products are managed by the Provider, no rights to the software or configurations supplied with the service pass to the Customer. The Client does not acquire the possibility of managing the servers with its own resources, but only through the services provided by the Provider (eg the client section for the management of operated domains, etc.). Author and the Customer's ownership rights to the software and the data it places on the server are not affected by this.

3.6. The Provider reserves the right to change the scope and attributes of services and products.

3.7. In the case of services provided on third party systems, the Provider reserves the right to provide these services only on 3rd party services approved and supported by the Provider.

3.8. The place of performance of services is considered to be the premises of specialized facilities (data centers) used by the Provider to operate its services, or the Provider's premises.

3.9. There is no right to provide the Provider's services and products and it cannot be required. The Provider has the right to refuse to provide its services and products.

3.10. The Provider will provide the Client, resp. Authorized persons of the Customer as determined by the Customer, access to the electronic system of the Supplier NETHOST-CLIENT. The Provider will accept from the Client a definition of authorized telephone numbers, from which the Client, resp. Authorized persons of the Customer as determined by the Client, contact the Provider by phone and its technical support.

4. Rights and obligations of the Customer

4.1. Based on the conclusion of the contract and the subsequent establishment of the service or the provision of the product, the Customer acquires the right to use the service to the extent specified in Article 3. In the event that the Contracting Parties agree to the extent specified by the Provider.

4.2. The Client undertakes to pay the Provider the agreed price and VAT duly and on time for the provided services and products.

4.3. The customer can use the provided services and products to the extent specified in the contract without restriction. When using the shared attributes and services of the Provider's infrastructure, the possibility of use by the Client is limited by the degree of use of these funds by other users and the technical possibilities of the given solution.

4.4. The Client is not entitled to use the Provider's services and products to establish its own activities that would be competitive in nature with the Provider's activities, in particular for the provision of web hosting services under its own name and at its own risk, unless expressly agreed otherwise by the Contracting Parties. The establishment of such activities without the prior and express agreement of the Contracting Parties is considered a gross breach of the Client's obligations.

4.5. The Client may not use the Provider's services and products in such a way that would violate the Provider's right, the rights of third parties or could cause other users to be disadvantaged in the use of shared resources. The Client may not use the provided funds in such a way as to obtain an unjustified advantage over other users, or in such a way that could lead to a breach or damage to the operation of the Provider's servers or infrastructure. In particular, an attempt is considered a serious breach of the Client's obligations about breaching the security and continuity of service or product operation.

4.6. The customer undertakes to operate the services so that they do not conflict with the law or good morals. Sites and applications with content that violates the law or good morals are not permitted, even under the terms of password-protected access. Violation of this article entitles the Provider to suspend or cancel all services provided to the Customer without compensation.

4.7. The customer is obliged to state his contact details truthfully when negotiating the service or product and billing information for the purpose of contracting, registering and operating domain names, and communicating with the Provider. The customer is obliged to keep his contact details up to date. Responsibility for any damages arising from the provision of false information or timely and proper non-notification of changes shall be borne by the Client (eg in the event of the domain registration expiring in vain, etc.).

4.8. The Client is obliged to protect the provided access names and access passwords to the established services and server software from misuse by a third party.

4.9. In the event that the Customer finds a defect in the operation of the service or product, the Customer will file a complaint about the service immediately after finding it through the client interface (NETHOST-CLIENT) or in exceptional cases by e-mail or telephone contact for non-stop service of the Provider.

4.10. The Customer is responsible for all damage caused during the use of the service or product provided by the Provider. The Client also assumes all legal and material liability for damages caused by the Client's authorized persons or software supplied by the Client from its own production to the Provider. The Provider is entitled to demand from the Client compensation for the damage caused and lost profits. Compensation for damage means in particular the time spent by the Provider to eliminate the defective condition caused by unauthorized or unprofessional use of server resources by the Customer, damage caused by server operation, damage caused to 3rd parties and especially other users, damage caused by server shutdown, etc.

4.11. The Client is responsible for the actions of Users, which will enable them to use the Provider's services and products (eg administrators, suppliers, clients and other 3rd parties). In terms of exercising rights and the obligations of the Client under these GTC, the conduct of such a User is viewed as if the conduct had been committed by the Client himself. The Customer undertakes to make effective efforts to prevent the misuse of services by Users and visitors to the applications operated by it.

4.12. The Client undertakes to reimburse the Provider for all acts related to the provision of the service and product, which the Provider performs at the request of the Client and which by their nature exceed the scope of services specified in the Service or Product Specification. The price of the act is determined by the Provider's price list or the Provider's hourly rate.

5. Rights and obligations of the Provider

5.1. The Provider undertakes to set up the agreed service and provide the product according to the contract on the basis of the fulfillment of the agreed conditions by the Customer (especially payment of the price or deposit).

5.2. The Provider is obliged to ensure the continuous operation of the contracted service and product according to Article 3.

5.3. The Provider is obliged to perform continuous monitoring of the operation of the service and product and to ensure continuous management for optimal operation of the service and product.

5.4. The Provider will ensure the availability of the monitoring center within 60 minutes from the initial initiation by the Client in the form of a request in the Provider's electronic system NETHOST-CLIENT or a telephone call from an authorized telephone number.

5.5. The Provider undertakes to ensure the implementation of the server management service within 72 hours according to the order or the Client's instruction.

5.6. The Provider undertakes to ensure the initial configuration of server services within 96 hours according to the Client's instruction or order.

5.7. The Provider undertakes to ensure the availability of the Customer's technical support within 1 hour on weekdays and up to 4 am on public holidays, weekends and at night (18-6).

5.8. The Provider is obliged to start solving the request for technical support specified by the Customer within 24 hours in case the Client has agreed on the Server Administration service for the given server to which the request relates, including prepaid hours of work of the Provider's technicians and within a response time of up to 48 hours, if the Server Administration service, including the prepaid hours of work of the Provider's technicians, has not been agreed for the given server to which the request relates.

5.9. In the case of servers for which the Client has agreed on the Server Administration service, including prepaid hours of work of the Provider's technicians, the Provider is obliged to start resolving outages on these servers within a response time of 1 hour during the Provider's normal operating hours and within 4 hours outside these operating hours. In the case of servers for which the Client has not agreed on a Server Administration service, including prepaid hours of work of the Provider's technicians, the Provider will start resolving the outage within a response time of up to 2 hours during the Provider's normal operating hours and within 4 hours outside these operating hours.

5.10. The Provider undertakes to perform regular backups of data stored on the servers on which it provides the Server Management service. The backup will be stored in a geographically different location, from where the servers are physically located.

5.11. The Provider undertakes to make available to the Client no later than 240 minutes a deposit realized through the Provider's technologies.

5.12. Circumstances precluding liability for the purposes of point 5.2. and 5.3. form facts that cannot be influenced by the Provider and cannot be prevented (eg force majeure, accidents, failures of public telecommunications networks, etc.), or actions necessary to ensure the operation of the Provider 's services (eg hardware maintenance, software updates, configuration modifications, etc.) .

5.13. The Provider is obliged to secure the provided service and product against disruption of operation by a third party or a User, depending on the nature of the provided program resources. In the event that a situation arises where the security solution and the scope of services offered conflict, the security of the service takes precedence.

5.14. The Provider is entitled to limit or completely suspend the provision of the service and product

in the event that it prevents the occurrence or prevents the duration of damage to the Provider or third parties. (especially restricting other Users when using shared attributes and services, security risks such as phising, etc.). In such a case, the Provider does not breach its obligations pursuant to Article 5.2 until the time of remediation by the Client. The Provider is entitled to restrict or suspend the provision of the service and product even if the user sends spam from the server, attacks other servers, becomes part of the botnet, or in any way violates the laws of the Czech Republic.

5.15. The Provider is only liable for the actual damage caused by the negligence of its obligations arising from the contract or from these GTC, up to a maximum of 200% of the monthly price of the service agreed for the current period.

5.16. Within the Extended Domain Protection product, the Provider bears Liability for the domain, ie for damage to the domain caused by the supplier's error, which is not limited to 200% of the monthly price of the service, but to the amount of liability defined directly by the properties for individual levels of protection domains STANDARD, PREMIUM and PRO in the offer presented at www.nethost.eu. The Provider's defined liability for the domain can be applied only to domains with the suffixes .cz, .sk, .eu, .com, .org and .net. and only for domains for which automatic renewal and pre-expiration are enabled for a period of at least 2 years.

5.17. The Provider may use the Client's email and telephone number to provide information technical, marketing and commercial nature.

5.18. The Provider is obliged to provide the cooperation of state power according to the valid legislation of the Czech Republic and the EU, including compliance with the requirements of state power leading to restriction or suspension of services for the Client, or to the issuance of data or provision of data on telecommunications traffic.

6. Price of service, payments and discounts

6.1. The price of the service and product is determined by the Provider's offer published on the website together with the offer or description of the service and product, unless the Contracting Parties agree otherwise.

6.2. Unless otherwise stated, the price is always stated for individual periodically recurring periods. This period is the minimum unit charged. In the event that the Customer agreed on services and products in a given period is not partially or fully used, this does not affect his obligation to pay the price of the service and product according to point 4.2.

6.3. The price of the service and product is always paid by the Customer in advance or by credit (NETHOST-KREDIT), unless otherwise stipulated by agreement of the Contracting Parties.

6.4. Depending on the variant of the service and product provided, when signing the contract or setting up the service and product, the Customer will pay the price or make a deposit for the required number of periods in advance and / or pay a fee for setting up the service or product.

6.5. If it is stated in the offer, the Customer may choose the period of payment for services and products (monthly, quarterly, annual, etc.) and use any associated benefits.

6.6. The Customer pays the price of the service and product on the basis of a tax document or on the basis of a request for payment of the service and product sent by the Provider by e-mail to the invoicing e-mail provided by the Customer. The Client agrees that the Provider is entitled to issue tax documents in electronic form in accordance with the provisions of Section 26 of Act No. 235/2004 Coll.

6.7. Delay in payment of the price of the service and product, or repeated breaches of the due date of invoices and calls to be paid is considered a fundamental breach of the Client's obligations.

6.8. The Provider has the right to suspend the provision of the service and product if the Customer is in arrears with the payment of the price of the service and product. In the event of interruption in the provision of the service and product due to non-payment of the price by the Customer, the Provider is not liable for damage caused by loss of data and loss of availability of operated applications. The obligation to pay the price of the service and product by the Customer for the period until the cancellation or termination of the service is not affected.

6.9. The price of services and products provided beyond the scope of the contract is governed by the Provider's price list stated in the offer. If the given services and products are not listed in the offer, they are based on the general price lists and the Provider's hourly rate.

6.10. The Provider may provide the Client with an above-standard price advantage for certain services and products. Such an advantage is usually linked to the obligation to purchase the preferential service and products, including services and products functionally linked thereto, for a defined minimum period of time. If the Customer fails to comply with its obligation to purchase a preferential service or product, including functionally linked services and products, for a defined minimum period, or if the purchase of preferential and functionally linked services before the expiration of the defined minimum period, by reducing the parameters, scope, etc., the right to an above-standard price advantage expires retroactively. The Client is therefore obliged to pay the Provider retrospectively the difference between the standard and the discounted price of the purchased discounted services. Upon agreement between the Provider and the Client, their parameters or type may be changed during the defined minimum period of consumption of preferential and functionally linked services and products, while maintaining the same or higher value of the services and products purchased.

6.11. The Provider is entitled to valorise (percentage adjust) the prices of provided services and products once a year without further agreement of the contracting parties according to the inflation rate announced by the Czech Statistical Office. The Provider is obliged to notify the Client in writing of the valorisation in advance.

6.12. The Provider is entitled to reflect a change in electricity prices once a year without further agreement between the contracting parties. The Provider may increase up to 60% of the price of the Serverhousing service, which is directly linked to the price of electricity, according to the growth of the consumer price index of electricity. The Provider is obliged to notify the Client in writing of this price adjustment in writing.

6.13. The Provider is entitled to reflect changes in the prices of these sub-supplies in the price of services dependent on third party supplies once a year without further agreement of the contracting parties. The Provider is obliged to notify the Client of such a change in writing in advance.

6.14. If the Provider fails to comply with the guaranteed parameters of the service (especially the availability of the service) in the given period, the Client has the right to claim a reduction in the price of the service according to the relevant product key for the given period in the amount specified in the contract or the Provider's offer.

6.15. In the event of the Client's delay in paying any of the payments, the Provider has the right to demand interest on arrears in the amount of 0.05% of the amount due for each day of delay.

6.16. The day of payment by the Client is the day of receipt of payment to the Provider's account.

6.17. In the event of non-compliance with the quality of the services provided, the Provider will provide the Client with a discount on the actually invoiced prices, in an aliquot part corresponding to the extent of the outage. Coverage of one outage is possible with only one discount. In cases where a service outage is caused by a combination of non-delivery or poor quality delivery of several services, it is not possible to apply more discounts at the same time.

6.18. In the event of a failure of the server administration service, the Customer is entitled to request a discount on the price for services in the amount of 5% of the monthly price of server administration on the affected servers for every 30 minutes of failure. The outage is calculated after each started minute. The total amount of this discount is limited from above as 150% of the monthly price of server administration on the affected servers.

6.19. In the event of a delay in setting up the server management service, the Customer is entitled to request a discount of 10% of the monthly price of the server management service on the affected servers for each started 24 hours delay up to 100% of the monthly price of server administration on the affected servers.

6.20. In the event of a delay in the installation of the server within the server management service, the Customer is entitled to request a discount of 5% of the price of server management on the affected servers for each started 24 hours delay, up to 100% of the monthly price of the server management service on the affected servers.

6.21. If technical support is not provided, the Customer is entitled to request a discount of 5% of the monthly price of the server management service on the affected servers, for each individual case of non-technical support, for each started 24 hours of delay up to 100% of the monthly price of the server management service on the affected servers.

6.22. If the supervision center service is not provided, the Customer is entitled to request a discount of 5€ for each individual case of failure to provide the supervision center service, repeatedly after hours.

7. Duration, changes and termination of the contractual relationship

7.1. The contractual relationship arises on the day of concluding the contract in written or electronic form, via a website with an offer or description of the service and product, or at the time of approval of the Client's binding order by the Provider, establishment of test or interim operation of the service and the product until the conclusion of a proper contract, the beginning of the use of the Provider's services and products by the Client, or unilateral acceptance of the terms of the service, acceptance of the GTC, payment or advance payment for services and products, or otherwise, including an oral contract.

7.2. Unless otherwise stated in the contract, the contractual relationship is concluded for an indefinite period, but at least for the period specified in the offer.

7.3. In the case of a contractual relationship concluded for a definite period, the termination of the contractual relationship must be confirmed by the Client to the Provider in writing, in paper form or in the form of an electronic message sent to the contact e-mail, within 7 calendar days before the end of the contractual period. If the Client does not do so, the Provider considers that the Client's interest in the services provided and the products last and the contractual relationship continues, it automatically changes into a contractual relationship concluded for an indefinite period.

7.4. The contract may be terminated after the expiration of a specified minimum period by written notice sent to the other party in paper form or in the form of an electronic message sent to the contact e-mail. The notice period is set at 3 calendar months and begins on the first day of the month following the delivery of the notice to the other party.

7.5. In the event that one party breaches its obligations in a fundamental manner, the other party may terminate the contract with one month's notice. In addition to the exhaustively listed cases, repeated breaches of obligations in a non-fundamental manner in 3 consecutive periods are considered to be a fundamental breach of one's duties.

7.6. Upon termination of the contractual relationship, it is necessary to respect the length of the periodically recurring period according to period 3.3. GTC, which is the minimum time unit for providing services and products.

7.5. The Customer has the right to withdraw from the contract if the Provider does not establish the contracted service or provide the product within the specified time after the proper payment of the price by the Client.

8. Guarantee of availability of SLA services

8.1 If the monthly operation of the services will be lower than 100% due to the Provider's provable fault, unless otherwise agreed in the relevant contract for the provision of services or products, the Customer is entitled to compensation in the form of a discount from the monthly service fee. The discount can be applied only in the event of service outages that were demonstrably caused by the Provider, ie:
- the Client may apply the discount in the event that the Provider does not comply with the parameters of the agreed service;
- any non-compliance with the service parameters longer than 15 minutes in one piece is considered an outage;
- interruption of the provision of services on the basis of prior notification shall not be considered as an outage;
- the right to apply the discount is based on a proper and substantiated notification of the Customer;
- the discount will be provided to the Customer in the form of a reduction in the price of the service affected by the outage in the following periods

8.2 Amount of discount for service outages:

Monthly operation of services (%)	Monthly outage (%)	Discount (%)
99,99	0,01	0,00
99,90	0,10	5,00
99,50	0,50	10,00
99,00	1,00	15,00
98,00	2,00	20,00

The discount is calculated as a percentage of the average monthly price of the outage of the services in question for the last 3 months..

9. Complaint

9.1 In the event that the Customer believes that the services and products provided by their scope, quality or price do not meet the conditions, and therefore show defects, he is entitled to the relevant rights. from the responsibility for these defects to apply in writing to the Provider, always in writing by e-mail sent to the address info@nethost.cz or through the electronic system of the Provider "NETHOST-CLIENT". Due to the objective assessment and finding out the current information, the Customer is obliged to file a complaint within 7 days from the occurrence of the claimed fact. In case of delay of the Customer with the lodging of a complaint, the amount of the discount granted to the Client is reduced by 50% for each 7 days delay.

9.2. The Client is obliged to file a complaint about the billing of services and products or a complaint about invoicing within 7 calendar days from the delivery of the bill, tax document, invoice or request for payment of services and products by e-mail sent to info@nethost.cz or via the Provider's electronic system. NETHOST CLIENT.

9.3. When making a complaint, the customer is obliged to duly substantiate his complaint and sufficiently prove its legitimacy. At the same time, he is obliged to submit an identification or document to the Provider about the provided service and product - a copy of the order, invoice, request for payment, etc.

9.4. Based on a justified complaint, the Provider will provide the Client with a discount in the form of a write-off in the invoice in the next following invoiced period. The maximum amount of discounts provided to the Customer in one month on the basis of complaints must not exceed 100% of the monthly price of the purchased and claimed services.

9.5. The Provider will handle the complaint within the relevant period stipulated by law.

9.6. In other cases, the exercise of the right of liability for defects and the settlement of the claim are governed in particular by the Civil Code, the Commercial Code and consumer protection legislation.

9.7. The claimed damages are settled by the Provider in agreement with the Client. In the event of claims higher than one time the amount of monthly invoicing, compensation for damages is resolved directly from the Provider's liability insurance.

10. Exclusions and limitations of liability

10.1. The provider is released from liability for damages caused by error Of the Client, by violating the valid legislation by the Client within the legal domicile suppliers EU-Czech Republic, extraordinary event - force majeure, war or declared war, terrorist activity.

10.2. The Provider is relieved of responsibility for traffic restrictions and service restrictions based on state intervention in accordance with the applicable legislation of the Czech Republic and the EU, including all the effects of such restrictions.

10.3. The Provider is released from liability for damages if they occur in a causal connection with the installation or operation of software and server services of third parties at the instruction of the Customer. Furthermore, the Provider's liability for damages expires in the event that the technical means and procedures of the Client are a demonstrable cause of the damage.

10.4. The Provider is released from liability for damages if they occur in a causal connection with the fault of the Customer, with the violation of security rules on the part of the Customer, or as a result of misuse of an error in applications deployed or operated by the Customer, or by the Provider at the direct instruction of the Customer.

10.5. The Provider's liability for damage to the Customer's data expires if the damage is caused directly by the Customer, a person authorized to access the Customer, or in a causal connection with the Client's authorized persons, including breach of usual security rules and non-compliance with usual security procedures.

10.6. Outages and security incidents arising in a causal connection with the use of obsolete, no longer supported and out-of-date systems and software by the Customer may not be subject to the Provider's liability or SLA guarantee.

10.7. Outages and malfunctions caused in causal connection with steps or mere inactivity of the Customer leading to exceeding the data quota or depletion of disk space and in case of non-compliance with the need for sufficient disk space for running the system and applications by the Customer cannot apply the Provider's liability or SLA.

10.8. The Provider's liability cannot be applied to outages and security problems caused exclusively by errors or problems of third parties, whether they are subcontractors of the Provider or entities involved at the initiative and decision of the Client.

10.9. Fulfillment of parameters of services provided by the Provider in direct connection with subcontracting of third parties is considered to be fulfillment in full compliance with the required parameters of services, if it is fulfilled at the level of 90% of the parameters supplied by the third party and higher.

10.10. The Provider's liability for damages caused to the Client is limited to a maximum value of 24 times the monthly price of services provided by the Provider to the Client.

11. Final Provisions

11.1. These GTC come into force and effect on April 10, 2020.

11.2. These GTC have greater legal force than other agreements on the provision of services and products agreed between the Customer and the Provider, unless it is a legal relationship established on the basis of another specific contractual agreement. Any dispute will be resolved preferentially according to these GTC, only the facts that are not dealt with in these GTC are governed by other agreements between the Provider

and the Customer.

11.3. The Provider reserves the right to unilaterally change the specifications of services and these GTC by publishing a new version on its website and together with the offer of services and products.

11.4. Due to the absence of practical quantitative and qualitative measures of the quality of provided services and products, or performed sw and hw work, the following is agreed by the Contracting Parties for the needs of resolving a dispute related to the provision of services and products of the Provider to the Client:

> - In the event of a dispute where the parties are unable to reach an agreement within 60 days of the dispute initiating (claim / non-recognition, claim for damages, or other reasons), the parties have agreed that the dispute will be settled by arbitration. The arbitrator will be selected by mutual agreement of the parties in the event of a specific dispute.

> - If the dispute is not resolved through an arbitrator, the court will decide on the outcome of the dispute.