

General Terms and Conditions Applicable to the Internet Service by Letiště Praha, a. s. (hereinafter the General Conditions)

1. Introductory Provisions

- 1.1. **Provider** means Letiště Praha, a. s., with its registered office at K letišti 1019/6, 161 00, Praha 6, registration No.: 28244532, VAT No.: CZ699003361, registered in the Commercial Register administered by the Municipal Court in Prague, Section B, insert 14003.
- 1.2. **General Conditions** means the terms and conditions surrounding the provision of the Internet service, issued by the Provider pursuant to Act No. 127/2005 Coll., on Electronic Communications (hereinafter the Act on Electronic Communications).
- 1.3. **Applicant** means any entity (a legal or a natural person) who has completely and truly filled in an Application, including supplying a contact e-mail address.
- 1.4. **Participant** means any entity (a legal or a natural person) who has entered into a Contract with the Provider and has met the conditions provided in the relevant legal regulations and these General Conditions.
- 1.5. **Application** means the Application for the Internet Service.
- 1.6. **Contract** means the execution of a bilateral contractual relationship in relation to equipment and the provision of the Internet Service between the Participant and the Provider. Within the meaning of these General Conditions, an Application signed by a person authorized on behalf of the Participant to sign documents and approved by an authorized person of the Provider becomes a contract.
- 1.7. **Service** means an available Internet access service set up and operated by the Provider under the Contract.
- 1.7.1. Service does not include especially the following:
- the removal of failures in the Participant's internal distribution network between the Router and the Terminal or in the Terminals and Routers owned by the Participant,
 - the removal of failures in the Participant's hardware,
 - the removal of failures caused by a power failure which the Participant causes itself and is not subject to performance by the Provider,
 - the removal of failures caused intentionally or through negligence by the Participant or activities performed by a person authorized by the Participant,
 - the removal of failures caused by the Participant, non-compliance with obligations existing under this Contract, written instructions and orders given by the Provider or by the manufacturer of Terminal and/or Routers owned by the Participant,
 - the removal of failures caused by any unauthorized intervention of a third party to which the Participant allowed access to the Terminal, the Router, or to the Network Service, or did not prevent their unauthorized access,
 - the removal of failures caused by natural disasters, force majeure, or violent events.
- 1.7.2. The Provider can make repairs and provide services under Article 1.7.1. of these General Conditions, subject to agreement with the Participant, for a fee in accordance with the Provider's currently valid price lists.
- 1.8. **Network** means the Provider's infrastructure and equipment as defined in Act No. 127/2005 Coll., on Electronic Communications and on the Amendments to Certain Related Acts, as amended, which serves wholly or mainly for the provision of the Service.
- 1.9. **Terminal** means a piece of hardware used to receive the Service, owned by the Participant (especially a computer, laptop, mobile phone, iPad, etc.).
- 1.10. **Router** means the end hardware of the Network used to provide the Service, owned either by the Provider or by the Participant. The Provider is not responsible for the functionality or operability of any Router supplied by the Participant.
- 1.11. **Establishment** means a Provider's contact point that provides user support to Applicants, Participants, and those interested in the Service. The establishment is located in room No. 304a in Administrative Building 1 (K letišti 6/1016) and is available on business days from 7 am to 3 pm. The telephone number is 220 112 112 or 220 111 178.
- 1.12. **IT Helpdesk** is a contact place for reporting Failures in the Service provided to the Participant. The telephone number is 220 11 3000, e-mail: helpdesk@prg.aero.
- 1.13. A **Failure** means a situation where the Service cannot be used for the purpose specified under the Contract.
- 1.14. The Provider agrees to provide the Participant with the Service under these General Conditions according to the Provider's current offer at the price specified in the Provider's current Price List of Services. All of the above withing is the meaning of the Contract.

2. Contract

- 2.1. Any party that is interested in the provision of the Service will fill in the Application and submit it in the Establishment where, depending on the location of the Router, a connection option will be provided and a fee calculation will be provided.
- 2.2. The Application must be signed by a person authorized to sign similar documents on behalf of the Participant and will be approved by the Provider no later than five (5) business days from its submission unless otherwise agreed and as long as the technical conditions of the Network are met. Both the Participant and the Provider acknowledge that upon approval, the Application becomes a properly executed Contract as amended by the General Conditions. Contract means the Contract including all appendices and these General Conditions.

3. Rights and Obligations of the Provider

3.1. The Provider agrees to:

- provide the Participant with the selected Service and put the Service into operation within five (5) business days from approval of the Application by the Provider,
- provide the Participant with the price of the Service for the selected Router Service if the Participant does not provide one of their own
- maintain the Network in such technical and operational condition that the typical and customary level of quality established by generally binding standards is achieved,
- to remove defects in the Network as soon as practicable, if technically possible within five (5) business days at the latest. The Provider will proceed in the same manner even if the defect is caused by circumstances excluding liability within the meaning of Act No. 89/2012 Coll., the Civil Code, as amended, or ZEK,
- enable the Participant to report Failures under Article 9.1.4. of these General Conditions
- inform the Participant about changes made to the prices of the Service at least one (1) month in advance and about significant changes made to the provision or use of the Service without undue delay,
- inform the Participant about changes made to the General Terms and Conditions as well as other circumstances that may affect the performance of the Contract.
- inform the Participant about any change of data provided to perform the purpose of the Contract without delay, if technically possible no later than within five (5) business days before the change is made,
- enable the Participant to become acquainted with the current wording of the General Conditions and the Price List of Services at the Provider's Establishment or on its website,
- make approved changes to the Contract required by the Participant as soon as possible but no later than within the time limit specified in Article 6 of these General Conditions,

3.2. The Provider is entitled to:

- verify in a lawful manner the credibility of the Participant and its ability to fulfil its obligations under the Contract,
- change the method of connection or restrict connection to the Service due to urgent technical and/or operational reasons, even without the Participant's consent,
- reject the Participant's Application if the Participant has not fulfilled and/or does not fulfil its obligations towards the Provider or other entities, or if it can be reasonably assumed that the Provider will not fulfil such obligations,
- inform the Provider or the Provider's representative upon its request of the status of the Service provided to them, the amount owed, etc.

4. Rights and Obligations of the Participant

4.1. The Participant is entitled to:

- use the Service in accordance with the current offer of the Provider, unless the Contract provides otherwise,
- request a change be made to the Contract,
- refer its comments, complaints and request to the Provider's establishment in charge of the Participant's care,
- report Service Failures to the IT Helpdesk

4.2. The Participant agrees to:

- use the Provider's Service only in a manner that follows these General Conditions and any other written instructions and orders issued by the Provider if applicable and a manner that does not adversely affect the operation of the Network or any part thereof, or the quality of services provided to other Participants in the Provider's Network,
- use the Service only through devices approved by the Provider for operation in the Network,
- use additionally established methods of Network protection if it is for the benefit of the Participant or the Network,
- duly and timely pay the Provider for the Service provided under these General Conditions, in particular Article 5. of the General Conditions,
- upon Provider's request, provide any and all documents that confirm the credibility of the Participant and its ability to fulfil the obligations,
- prevent a third party from using the Service for the purpose of the Participant's enrichment,
- refrain from using a Network connection for any illegal activity or any activity contrary to good manners,
- refrain from making any adjustments the result of which it would be impossible to secure the Network's operation,
- take care of the Provider's Router with the diligence of a professional manager, immediately report its theft to the Provider, and immediately notify the Provider in case of theft,
- The Participant hereby grants the Provider consent to perform work related to the provision of the ordered services, repairs, modifications, installation, maintenance, adjustments, additions, changes, relocation, revisions, measurements or disassembly, etc. of the Provider's equipment in the place of installation, and if necessary also in other areas of the facility where the endpoint is located, in the presence of the Participant or its representative. For this purpose, the Participant agrees to provide the Provider, upon request, with access to the place of installation or to obtain consent from the property owner throughout the entire period of Service provision, as well as in connection with Service termination.
- appear in person at the Provider's establishment subject to Provider's invitation that states the reason for the appearance related to the provision of the Service,
- throughout the term of the Contract, demonstrably notify the Provider's contact points in writing or electronically of any changes made to the Participant's identification data, namely any change of a legal or natural person's name, a change of the legal form, the registered office, residence or the place of business, the invoicing address, e-mail, telephone connection, the registration number or the VAT number, no later than eight (8) business days from the date of such change being made.
- The Participant acknowledges that the Provider is not responsible for the content of the Participant's use of the Services, or for information and data available on the INTERNET, nor is responsible for the transmission of information and data via the INTERNET. The Participant acknowledges that communication via the INTERNET is not safe and transmitted data can be hacked or lost. The Participant acknowledges that when using the Service, there may be certain applications through which third parties may gain access to the Participant's terminal. The Provider is not liable for any damage incurred or otherwise related to access gained by third parties to the Participant's terminal, or for the loss of the Participant's data located on the terminal. The Participant further acknowledges that the Provider is not liable for any damage, or other harm that might arise on the part of the Participant by any interruption or restriction of the Service provision in connection with an unintentional failure by the Provider. The rights and obligations agreed to in Articles 9 and 11 of the General Conditions are not affected.
- use the Services only in accordance with the applicable legislation, make no attempt to infiltrate other data networks or Services for which it is not authorized to access or use, refrain from using the Services or devices to infringe or attempt to violate the authorization or security of any host, data network or account, or attempt to gain unauthorized access to another Participant's terminal, its software and data, refrain from using or distributing any tools or means that jeopardize the security of the data network or enable its disruption, refrain from engaging in any conduct that violates ethical conduct on the INTERNET, in particular from sending unsolicited bulk messages via e-mail, and refrain from connecting more than one Participant's terminal to the endpoint

5. Prices and Payments

5.1. The prices of the Service are listed in the current Price List of the Provider's Services, which is available at a place accessible to the Participant in the Provider's Establishment and/or on the Provider's website.

5.2. Payment terms:

- If the provision of the required service commences, the Provider will charge the Participant a set-up charge under the valid price list. The set-up charge is considered a taxable supply and is subject to VAT.
- The User agrees to pay the Provider the contractual price specified in the Contract for the provided Service and pay this price beginning on the day of signing the handover protocol of the Service's establishment. The User will pay the price monthly in arrears based on invoices issued by the Provider and delivered to the User. The day of taxable supply is the last day of each calendar month. Invoices are payable within seventeen (17) days from the date of issue. All issued invoices have to meet all requirements of a tax document within the meaning of the applicable legal regulations of the Czech Republic. The Participant has five (5) days to assess whether an invoice/tax document has been correctly issued. By returning an incorrectly issued invoice/tax document, the maturity period is interrupted and a new maturity period will begin to run from the issuance of a corrected invoice/tax document. If the Participant returns an invoice even though it was duly issued and meets the prescribed requirements, the maturity period will not be suspended and the Participant will be in default if it fails to pay the invoice by the original maturity date.
- Failure to deliver an invoice to the Participant does not affect the fulfilment of its obligation specified in the previous sentence of this article.
- If the due date falls on a Saturday, Sunday, holiday or a non-working day within the meaning of the valid and effective legal regulations of the Czech Republic or on 31 December or on a day which is not a working day pursuant to Act No. 370/2017 Coll., on the Payment System, as amended, the due date will be shifted to the nearest preceding working day.
- Before the end of the accounting period, the Provider is entitled to send the Participant to the address that was last notified to the Provider or hand over to the Participant a tax document and a justified request for immediate payment of the amount due if the Provider has reasonable suspicion that the Participant is abusing the Service and/or will not properly pay the price of the Services or has allowed / will allow a third party to misuse the Services.
- The Participant's obligation to pay the invoiced amount is satisfied when the relevant amount under the relevant variable symbol has been credited to the Provider's account. The variable symbol is always stated on the relevant invoice and can be communicated to the Participant at its request in another manner, such as by telephone.

5.3. The Participant may offset the Provider's receivables only with undisputed counterclaims recognized in writing by the Provider.

5.4. If the provision of the Service to the Participant has been limited or interrupted for reasons arising on the part of the Participant (such as when the Participant does not pay an invoice within the due date), the Provider is entitled to request a fee for Service renewal in the same amount.

5.5. If the Participant is in arrears with the payment of the invoiced price of the Service that has been provided, the Provider is entitled to send a reminder or reminders to the Participant regarding the payment of the amount due, indicating the alternative date of settlement. Furthermore, the Provider is entitled to charge the Participant from the day following the occurrence of the delay until the day of total settlement contractual late payment interest amounting to 0.05% of the amount due per day of delay.

5.6. Designated or indicated financial performance by the Participant can be used by the Provider at its discretion regardless of the designation or indication to:

- cover the Provider's receivables from the Participant arising due to a legal reason other than the provision of the Service, including their accessions, even outstanding ones,
- satisfy the Provider's receivables arising due to other legal reasons related to the provision of the Service, such as contractual penalties, late payment interest, etc.,
- satisfy the Provider's receivables due to from reasons related to the provision of the Service.

5.7. Undesignated or incorrectly designated financial performance by the Participant is considered an unidentified payment. As soon as the Provider discovers any unidentified financial performance, it will take steps to return the unidentified financial performance to the Participant, unless otherwise agreed with the Participant, or the Provider may dispose of the financial performance pursuant to Article 5.6. of the General Conditions.

5.8. The Provider is entitled to charge the Participant a fee of CZK 1,500 excluding VAT for not returning an undamaged Router in working order, taking into account its usual wear and tear, that had been provided to the Participant under Article 3.1.2 of the General Conditions if the Service provision to the Participant is terminated and the Participant has not returned the Router within 14 days after the termination of the Service provision. VAT according to the applicable legal regulations as of the date of taxable supply will be added to the Price. The date of the taxable supply will be no later than on the day on which the Router was supposed to have been returned to the Provider.

6. Request for making a change to the Contract

6.1. The Participant is entitled to submit a written request for a Contract amendment; the request for amendment must contain the following information:

- the business name and registration number or the name and surname of the Participant at the time when the request for amendment was signed; the date of birth,
- registered office or place of business of the Participant who is a natural person at the time when the request for amendment was signed,
- a description of the amendment required by the Participant or the Service that the Participant wants to set up or cancel,
- the date and Participant's signature.

6.2. The Provider will approve or reject the request for amendment within five (5) business days from its delivery to the Provider, unless otherwise agreed. A request for amendment will be approved if the Participant meets the conditions under which amendments are made and if the amendment is allowed by the technical parameters of the Network. Upon approval, each request for amendment becomes part of the Contract. The Provider will implement the amendment within five (5) business days after approval by the Provider. The Participant acknowledges that it is at the Provider's sole discretion whether a requested change is or is not approved.

7. Information on the Processing of Personal Data

7.1. In compliance with Art. 13 of Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016 on the protection of natural persons with regard to the processing of personal data and on the free movement of such data, and repealing Directive 95/46/EC (General Data Protection Regulation) (hereinafter "GDPR"), about the processing of his or her personal data, the Provider hereby informs the Participant as a data subject of:

7.2. The purpose of personal data processing: personal data are obtained directly from the Participant by their submitting an Application. The Controller undertakes to process accurate personal data only for the following purpose:

- Performance of the contract [pursuant to Article 6(1)(b) of the GDPR] and its further performance, including the handling of any claims made by the Participant arising from faulty performance. It is also necessary to process the Participant's personal data in order to meet legal obligations applicable to the Provider. The Provider is obliged to meet all legal obligations ensuing from legal regulations governing the rights and obligations related to consumer protection and bookkeeping.

The grounds for the disclosure of personal data by the Participant to the Provider consist of the identification of the contracting parties necessary for the conclusion and performance of a contract (contractual requirement), which would not be otherwise possible without the provision of these data. Failure to provide personal data by the Participant may result in the non-performance or suspension of performance by the Provider.

The Provider undertakes not to process personal data in any manner contradicting the above purposes.

7.3. The scope of personal data: The Provider undertakes to process personal data only to the extent necessary in connection with the above purpose for which the personal data are being processed. The extent of personal data is as follows:

- name an surname of the Participant's contact person;
- e-mail address of the Participant's contact person;
- the phone number of the Participant's contact person; (hereinafter "Personal Data").

7.4. The period of personal data processing: The Provider agrees to process the personal data it processes for the purpose of performing the contract for a period of 5 years from the day when the personal data were received from the Participant. The Provider is obliged to retain the personal data in compliance with all generally applicable legal regulations, specifically pursuant to Act No. 235/2004 Coll., on Value Added Tax. After this period expires, the Controller is obliged to dispose of the personal data.

7.5. Categories of recipients of personal data and the transfer of personal data: The Provider hereby represents that the personal data will only be disclosed to certain personnel of the Provider, who are obliged to observe both the confidentiality of these data as well as the security measures the disclosure of which would put the security of such personal data at risk. The Controller also represents that it will not transfer any personal data to third countries or to any international organization.

7.6. Automated decision-making: During the processing of the Participant's personal data, no automated decision-making or profiling pursuant to Art. 22 of the GDPR will take place.

7.7. Rights of the data subject: The Provider hereby informs the Participant of the Participant's rights ensuing from the GDPR, in particular of the following:

- the right of access to personal data (the data subject will have the right to obtain from the Controller confirmation as to whether or not any personal data concerning him or her are being processed pursuant to Art. 15 of the GDPR);
- the right to rectification (the data subject will have the right to obtain from the Controller without undue delay the rectification of inaccurate personal data concerning him or her, as well as the right to have incomplete personal data completed pursuant to Art. 16 of the GDPR);
- the right to erasure (the data subject will have the right to obtain from the Controller the erasure of personal data concerning him or her without undue delay where one of the grounds specified in Art. 17 of the GDPR applies);
- the right to restriction of processing (the data subject will have the right to obtain from the controller a restriction of processing in those cases specified in Art. 18 of the GDPR);
- the right not to be subject to any decision based solely on automated processing (the data subject has the right not to be subject to a decision based solely on automated processing, including profiling, which legally affects him or her or similarly significantly affects him or her pursuant to Art. 22 of the GDPR);
- the right to lodge a complaint with the supervisory authority, which is the Office for Personal Data Protection, with its seat at Pplk. Sochora 727/27, Postal Code 170 00, Praha 7.

7.8. The Data Protection Officer: The Provider hereby provides the Participant, in accordance with Art. 30(1)(a) of the GDPR, with the contact details of the data protection officer. Any inquiries, suggestions or other filings you might have or make regarding the processing of your personal data may be sent to the data protection officer – Ing. Luboš Řádek MBA, email address: dpo@prg.aero.

7.9. The Participant hereby declares to have been duly informed by the Participant about the processing of personal data in accordance with Art. 13 of the GDPR and that the personal data provided are true and accurate.

8. Complaints

8.1. The Participant may submit a complaint in the event of the defective provision of:

- the Service,
- accounts.

8.2. When complaining about an invoice, the Participant must proceed pursuant to Article 5.2. of these General Conditions.

8.3. The Participant must file a complaint about the Service in writing or electronically by e-mail no later than one (1) month after the provision of defective Service.

8.4. Complaints regarding the Service will be handled within time limits corresponding to the complexity and technical or administrative demands of the complaint, i.e.:

- simple cases of complaints that do not require any technical investigation, within three (3) business days,
- more complex cases of complaints that require technical investigation within ten (10) business days,
- cases that need to be resolved in cooperation with other domestic providers within twenty (20) business days of delivery.

8.5. If a complaint regarding the Services is found to be justified, the Participant will be refunded any overpayment or the amount that has been already paid for the Services within thirty (30) days of the complaint's settlement in the agreed-to manner provided that the overpayment or amounts that have been already paid are not offset against the payment of the Provider's receivables from the Participant or unless the Participant and the Provider agree otherwise.

8.6. If the Participant does not agree with the settlement of the complaint, it may file a submission to the competent authorities in accordance with the legal regulations of the Czech Republic.

8.7. The Provider agrees to assess and resolve all complaints and comments made by the Participant regarding the provided Service in accordance with the valid generally binding legal regulations.

8.8. Failures do not include:

- the time of the Failure's duration for which the Provider is not responsible under the General Conditions,
- the time for which Provider's authorized employees are not allowed access to the Participant's premises for the purpose of making repairs,
- the time required for obtaining necessary cooperation by the Participant,
- the time needed to verify functionality with the use of Participant's or third party's resources,
- the duration of an event that occurred independently of the Provider's will and that prevents the Provider from fulfilling its obligations (especially events caused by force majeure), if it cannot be reasonably assumed that the Provider would have averted or overcome this obstacle or its consequences and that the Provider could have anticipated this obstacle occurring at the time of the commitment,

- the duration of a planned operational shutdown.

9. Limitation or decommissioning of the Network

9.1. When providing the ordered Service, an occasional reduction in quality, a temporary limitation, or interruption of the provision of the Service may occur. If such reduction in quality, a temporary limitation, or interruption can be predicted, the Provider will notify the Participant thereof in a suitable manner, i.e. by e-mail to the Participant's contact e-mail address specified in the Contract, which the Participant must set up and update in accordance with the provisions of these General Conditions.

- The Provider is entitled to limit the provision of all Services for a necessary amount of time due to serious technical or operational reasons.
- The time of a Failure's notification by the Participant to the Provider is considered to be the beginning of that Failure.
- If the Participant discovers a Failure in the Provider's Service, it will notify the IT Helpdesk without undue delay by telephone, e-mail or in another way enabling the identification of the Participant. When reporting a failure, the Participant must identify itself in a manner that will prevent any confusion with another Participant. If the Participant fails to provide the above identification when reporting a Failure, the Provider is not responsible for providing a proper and timely removal of the Failure, and in justified cases, the Provider is entitled to reject the removal of the Failure until the above identification of the Participant and the Service have been properly provided by the notifying person.
- The Participant is responsible for all failures on its side. The Provider has the right to charge the Participant the cost of detecting and eliminating the Failure if, after reporting the Failure, it is objectively proven that the Failure was caused by the Participant or that it did not occur at all.
- Any interruption of power supply caused by the Participant to the Provider's equipment located within the Participant's premises is not considered a Failure.
- The Participant must ensure access by the Provider's authorized persons to the equipment located within the Participant's building or premises so that it is possible to remove the Failure without undue delay. If the Participant fails to do so, the time over which it is not possible to work on the removal will not be included as part of the Failure. The Provider is entitled to charge to the Participant any expenses incurred due to a failure to provide access to the Provider's equipment within the Participant's building or premises.
- Once the state of Failure is removed, the Failure will be deemed to have ended, i.e. the Service's functionality will be considered restored.

9.2. The Provider may limit or completely cancel the provision of the Service in case of an emergency.

9.3. The Provider is entitled to limit or suspend the provision of all Services without previous notification if:

- the Participant breaches the General Conditions
- The Participant is late with the payment of the price of the provision of the Service,
- The Participant uses any Terminal or a Router that is not approved for operation by the Provider,
- The Provider reserves the right to limit or temporarily cancel the Participant's access to the Service without the right to complain about the malfunctioning of the Service for the time until removal, if the Participant causes a Failure or restriction of any part of the Service. Service provision may be interrupted until the time of removal. If the Participant violates the conditions of use of the Service in a particularly gross manner, i.e. by its conduct it limits or jeopardizes the possibility of providing Services in accordance with the Provider's conditions, the Provider is entitled to cancel the Participant's access to the Service immediately, especially if it is clear that the Participant is abusing the Network or is using the Service contrary to the binding legislation and good manners, namely:
 - a) The Participant intentionally or negligently supports or facilitates any illegal activities or engages in them, including transmission
 - b) Communication violating the rights to the protection of personality, the spread of computer viruses, the infringement of property or copyright
 - c) The Participant violates the security of the system or the Network in an attempt to gain unauthorized access
 - d) The Participant uses data, systems and Networks in an unauthorized manner, or attempts, examines or tests the vulnerability of systems or Networks in an unauthorized manner
 - e) The Participant interferes with Services provided to other Participants, host systems or Networks (such as in the form of data overload or congestion, attempts to overload the system) and other interventions
 - f) The Participant sends unsolicited e-mail and contributes to discussion groups contrary to the rules of the discussion group, or otherwise violates the principles of civil coexistence
 - g) The Participant enables the use of the ordered Services by third parties for a fee.
- The Participant uses the Service in a manner that does not violate the legal regulations and standards of the Czech Republic, otherwise the Participant will be liable.

9.4. Any shutdown of the operation of the Network Services notified in advance by the Provider to the Participant caused mainly by planned repairs or the deployment of new functionalities of the Service or due to inspections or revisions being made to the Provider's Network is not considered a Failure according to these General Conditions. Any planned operational shutdown must be notified by the Provider to the Participant no later than three (3) business days in advance and may not exceed a total of ten (10) days over one calendar year.

10. Term of the Contract

10.1. The Contract comes into force and becomes effective upon approval of the Application by the Provider and is concluded for an indefinite period or, if a definite period is agreed on, then for the period specified in the Contract.

10.2. The Participant may terminate the Contract in writing without providing any reason within one (1) calendar month that commence on the first (1st) day of the calendar month following the calendar month in which the termination notice was delivered to the Provider.

10.3. The Contract's termination is without prejudice to the Participant's obligation to pay all outstanding amounts.

10.4. The Provider may terminate the Contract in writing:

- with an immediate effect on the day of delivery of the termination notice to the Participant if the Participant is late with the payment of any amount under the Contract, or the Participant has violated or is violating the provisions of these General Conditions, or the Participant's assets were declared bankrupt, or the Participant went into liquidation, or in the event that the Participant provided incorrect personal or identification data in the Application,
- with a notice period of twenty-five (25) calendar days if there is a reasonable suspicion that the Participant has abused or is abusing the Services.

10.5. The notice period specified in Article 10.4.2 will commence on the day the notice is delivered to the Participant by registered mail or by depositing the consignment at the post office, unless the Participant has been reached by a courier.

11. Liability for damage and compensation

11.1. The Provider is not liable mainly for damage:

- caused as a consequence of exceeding the capacity limits, failure, repair or maintenance of the Network or any part thereof,
- caused by the Participant's conduct contrary to the Contract and/or the General Conditions,
- that is caused by unavailability or a reduced quality of Service due to force majeure, or acts and omissions by a third party, or unintentional acts and omissions by the Provider that affect the flawless provision of the Service.

11.2. The Provider will compensate the Participant for damage free of charge by providing the Provider's Network services in an amount corresponding to the amount of the damage proven. This compensation will be paid in money only in case the damages were to be provided after termination of the Contract.

11.3. The Participant is liable for any damage caused to the Provider by its breach of the provisions of the General Conditions or by its use of hardware, software or other equipment that disrupts the Network or is not approved by the Provider for operation in the Provider's Network, or as a result of unprofessional interference with equipment designated to be connected to the Provider's Network and not approved for operation in the Czech Republic.

11.4. The Participant is responsible for any misuse of the Terminal or the Router intended for connection to the Provider's Network and for any damage caused to the Provider in relation thereto.

12. Mutual rights and obligations

12.1. By accessing any of the Services or authorizing others to do so, the Participant accepts the General Conditions which the Provider is entitled to unilaterally change and at the same time fully accepts the current specific parameters of individual Services. Furthermore, the Participant assumes liability for payment of the relevant fees for the Services and for all handling by the Participant. The technical equipment through which the ordered Services are provided, and their components, are generally the exclusive property of the Provider, who is entitled to change, supplement, relocate or modify it at its discretion.

12.2. The Provider grants access to the Services and is not responsible for any misuse of these Services. In case of any abuse of the Services by the Participant, the Participant is fully liable for any and all damage caused thereby.

12.3. The Provider is not responsible for the security of the Participant's system, or for the functionality of the equipment supplied by the Participant to ensure access to the Service. At the same time, the Provider is not responsible for the functionality of parts of the Network operated by other providers, and is not responsible for the content of information published by other entities.

12.4. The Provider is not responsible for errors in transmission, data breaches, or data security during transmission provided by other entities.

12.5. The Participant must ensure the regular inspection and selection of received mail and acquaintance with its content and update the contact at the Provider's contact points in case the e-mail address changes. Otherwise, the Participant risks not being informed of material circumstances related to the provision of the ordered Services. Any lack of information on the Participant's part as a result of non-compliance with the above condition does not result in any liability of the Provider for any of Participant's issues with the proper use of the ordered Services.

12.6. The specific conditions of each individual Service from the Provider's selection are part of the presentation of a specific Service and the Participant became familiar with them before ordering the relevant Service, taking note of these specifics in full, and undertakes to comply with them without any reservations. The specific conditions of individual specific Services supersede these General Conditions.

12.7. The Participant acknowledges that the Provider is not responsible for the content or use of the ordered Services or for any information or data available in the electronic communications network, even though this information is accessible and used through the ordered Services.

12.8. The Provider is entitled to evaluate the useful properties of the ordered Service during the provision of the Services without any prior notice to the Participant. This technical change in the quality parameters of the ordered Service will not change the amount charged for the ordered Services. In connection therewith, the designation of specific Services may change in accordance with changes made to the Service. However, if a Service is upgraded, the Provider guarantees such changes only if the technology on the part of the Participant meets the technical parameters for the implementation of the relevant upgrade. It is solely up to the Participant to contact the Provider in a suitable manner after a relevant upgrade to the Services is made with a request to replace the rented access technology so that the availability of the Service can be ensured within the scope of the presented parameters.

13. Amendments to and force of these General Conditions

13.1. The Provider is entitled to amend these General Conditions and must inform the Participant about any amendments made to the General Conditions at its contact points no later than one (1) month before their effect.

13.2. These General Conditions will apply throughout the term of the contractual relationship and, if applicable, after its termination, until all rights and claims arising therefrom have been settled.

14. Governing law and jurisdiction

14.1. The Contract is governed by the laws of the Czech Republic, particularly by Act No. 89/2012 Sb., the Civil Code, as amended.

14.2. Pursuant to the provisions of Section 89a of Act No. 99/1963 Coll., the Code of Civil Procedure, as amended, the Participant and the Provider have agreed that the court with territorial jurisdiction will be the court competent according to the Provider's registered office.

14.3. All relationships resulting under these General Conditions will follow Act No. 89/2012 Coll., the Civil Code, as amended.

15. Common and Final Provisions

15.1. Legal acts by the Provider or persons authorized to act on behalf of the Provider delivered to the Participant by post, messenger, fax or e-mail are also considered to be made in writing.

This does not apply to any notice of termination under Article 10 of the General Conditions.

15.2. The Participant acknowledges that the Provider is entitled to send any messages, invitations, notifications, reminders, etc. (hereinafter referred to as "Message" or "Messages") to the Participant's invoicing address. The Provider may also send the above Messages by e-mail or voice call. In case of a voice call, a Message is considered to have been delivered when it is answered, when a Message is recorded in a voice mail system, or after three (3) futile attempts to get through have been made. An integral part of the Contract is the current Price List.

15.3. If any provision of the General Conditions is found to be unlawful, invalid or unenforceable, it will not affect the validity or the effect of the remaining provisions of these General Conditions.

15.4. If there is any conflict between the Application, the General Conditions, the Annexes hereto, and the Price List of Services, the following binding order will apply:

- Contract,
- Annexes to this Contract,
- Price List of Services,
- General Conditions

15.5. These valid General Conditions can be found at the Supplier's premises (at the IT Projects and Administration Department), and at the following Internet address: www.prg.aero/telekomunikacni-sluzby

15.6. These General Conditions will cease to be effective once subsequent General Conditions come into force.

15.7. The Provider will inform the Participant in writing of any new wording of the General Conditions or of any changes made to the price list no later than 1 month before they become effective. The information will be provided to the Participant in one of the following manners at a minimum:

- By sending the new wording of the above documents in electronic form (PDF format) – via e-mail to an address provided by the Participant.
- By sending the information about any new wording of the above documents and including a link to a website from where they can be downloaded as part of the service statement.

15.8. If the Participant does not agree with the new wording of the General Conditions or the new price list, then based on that fact the Participant is entitled to terminate the contract within 14 days after it has received information on the new wording of the General Conditions with one month notice beginning on the first day of the calendar month following the month in which the notice was delivered to the Provider. The termination notice must be made in writing. A written termination notice can also be filed electronically in e-mail form and sent from the address specified by the Customer when they entered into the contract (i.e. from the address specified in the relevant form that the Participant filled in when requesting the service).

15.9. These General Conditions take effect as from 1 November 2020.

Letiště Praha, a. s.