

# General Business Terms for the provision of SIPNET eu s.r.o. services

## 1. Introductory provisions

- 1.1. General Business Terms for the provision of electronic communication services (hereinafter referred to as the “**Terms**”) specify the terms under which SIPNET provides services to Users.
- 1.2. Unless expressly agreed otherwise, these Terms are an integral part of every contract for the provision of services concluded between the Provider and the User (hereinafter referred to only as the “**Contract**”).
- 1.3. The Provider supplies services, which was adopted to this conditions, for subscribers. The service could be obtain on prepaid case, without limits by another services

## 2. Definitions

- 2.1. Unless this Contract provides for something else, then the following definitions apply to the Contract, Terms and all other contractual documents, as well as to any communication between the parties and its interpretation. The following Terms shall have the following meaning:
- 2.2. The Price list means tariffs published on Provider’s website
- 2.3. C.U (conventional unit) shall mean the equivalent unit mainly used to calculate the prices in the SIPNET system (calculation of charges under the specific rates), published on the website, or available through the website, whose value (without VAT) shall be specified by the Provider.
- 2.4. The Civil Code means the Act №. 89/2012 Sb., as amended.
- 2.5. **Personal account** shall mean an individual User account with the Provider in the SIPNET system, which particularly displays the balance of the User’s payments for the services provided, including reports and entries of the actually made VoIPs - calls and other operations, as well as other Provider’s information and communications provided to the User.
- 2.6. **Provider** is SIPNET eu s.r.o., Identification number 284 68 174, with the seat located in Karlovy Vary, T.G. Masaryka 859/18, Postal Code 360 01. Pursuant to the Section 2, Item e) in the Act, the Provider is the operator.
- 2.7. **The access provider** is an operator that provides direct connection to the network of electronic communications.
- 2.8. For registration the user fills an electronic form on web site. Filling of this form means the User agreed Conditions of service.
- 2.9. **Complaint** shall mean the User’s dissatisfaction expressed in writing, in which the User expresses the claims against the Provider because of incorrect calculations or faulty services.
- 2.10. **SIP ID** shall mean the User's identification registration number assigned by the Provider, which is based on the User’s registration through the website registration form.
- 2.11. **Electronic communications network** shall mean the public network of electronic communications within the meaning of the Section 2, Item j) in the Act, through which the services of electronic communications are provided.
- 2.12. **Services (service)** shall mean the Internet services, the electronic communications services during the transmission of the data with the objective of transmitting voice (VoIP) and other Provider’s telematic services for the User which are provided for the payment and which consist fully or mainly in the transmission of signals in the electronic communication networks. As the Provider continuously innovates the smart technology of electronic communications, the services methods can change.
- 2.13. **Contract** shall mean the Contract for the provision of services, or any other contract concluded between the Provider and User.
- 2.14. Provider and/or User shall be referred to as the **contractual parties**.

- 2.15. **The SIPNET system** – shall mean the Provider's instrumentation complex, which in particular ensures the User's registration and the registration of his equipment, as well as the implementation of the VoIP calls and the storage of the operational and accounting information, its display and updating in the personal account. The SIPNET system has a web-interface which is accessible on the Internet or through the Internet.
- 2.16. **User** is a person interested in concluding the Contract in particular through the Provider's Web registration form and/or a person, which based on the Contract requires or uses the services.
- 2.17. **The user's equipment** is the User's computer or other autonomous equipment or assembly, including the connected cables and the network termination point, the supporting SIP protocol registered in the SIPNET system, allowing the User to access the services.
- 2.18. **Web** is the Provider's website with the address [www.sipnet.net](http://www.sipnet.net), which the User can access remotely at any time, to get information about the current selection of the Provider's services, contractual documents, terms, price lists and their changes.
- 2.19. **Customer service** is the Provider's facility which accepts orders for services, provides information and technical support to the Users and accepts complaints.
- 2.20. **Act** is the Act No. 127/2005 Coll., on electronic communications, as amended.

### **3. Preparation, conclusion, amendments and termination of the Contract and the place of performance**

- 3.1. Contract shall be concluded through the Provider's website registration form. The contractual relationship starts to exist by the Provider's acceptance of the User's registration on the website. The User agrees that the Provider shall start to provide the services immediately when the Contract is in existence.
- 3.2. Unless specified otherwise, the Contract shall be concluded for an indefinite period of time.
- 3.3. Provider has the right to change the extent and the methods of the provided services, in particular on the basis of innovations in the technology, technical possibilities of electronic communication networks, the possibilities offered by the interconnecting contracts with operators and market requirements, the applicable laws and the binding decisions of the relevant governmental authorities of the Czech Republic.
- 3.4. For the period of 30 days after the establishment of the personal account by the Provider, the User has the right to test the access to the services. In the event that during the testing of the access the User has not paid the charges in the amount of at least **3 (c.u.)** the Contract shall be terminated. . It wouldn't affect opportunity to get a Contract in the future, in case the User will pay at least 3 c.u.
- 3.5. Provider has the right to terminate the Contract or individual service for any reason or without any reason and may do so in writing or electronically (and by message in user's personal account), with a one-month termination notice which shall start to be effective on the first day of the month immediately after the delivery of the termination notification to the User.
- 3.6. User has the right to repudiate the Contract or individual services with immediate effect, i.e. on the day when the written notice of repudiation was delivered to the Provider, in the event:
- it is found that the service can't be implemented for the objective (technical) reasons;
  - Provider has repeatedly and seriously failed to comply with the contractual terms, while the Provider was notified about such failure.
- 3.7. Provider has the right to repudiate the Contract or individual services with an immediate effect, i.e. on the day when the written notice of repudiation was delivered to the user:
- in the event the User has repeatedly and seriously failed to comply with the contractual terms, such as the delay with the payment for the services,
  - in the event there is a reasonable suspicion that the User misuses the electronic communications network or uses the services in contradiction with the binding legal regulations or in contradiction of the good morals, in particular if the User supports or allows any illegal activities, or gets involved in them, if the User interferes with the services provided to other persons, to the Provider's network or to other networks, or if the User makes malicious or annoying calls to other persons;
  - if it is found that the service can't be implemented for the objective (technical) reasons, or if the User does not provide the Provider with a sufficient cooperation;
  - in the event the User actually stops using the services without the Provider's consent (especially if he activates the service with other operator, or cancels the services or the User's contact address at the access provider);

- 3.8. User has the right to repudiate the Contract within 14 days after its conclusion and can do so without providing any reasons and without any penalties.
- 3.9. Contract can be terminated by a written agreement between the contractual parties.
- 3.10. If the balance on Personal account is more 3 c.u. after termination of contract, Provider refund the amount during 15 days

#### **4. Provider's rights and obligations**

- 4.1. Provider has the right:
  - 4.1.1. To require that the applicant for the Contract provides information which is necessary for the conclusion of the Contract (a full and proper completion of the registration form on the website);
  - 4.1.2. To unilaterally change the terms, as well as technical, price and similar specifications which are available on the website or through the website; if it does not involve a substantial change of contractual terms leading to the worsening of the User's position, the User is not allowed to repudiate or terminate the Contract;
  - 4.1.3. To limit the provision of services; to change the User's number because of imperative technical reasons if it is important for the proper provision of the services and that even without the User's consent, while the User shall be informed about this change in advance; technical reason is the decision of the relevant administrative authority about the change of the number or the numbering plan in conformity with the law, or if it is prescribed by other legal regulation;
  - 4.1.4. Not to start the service or not to implement the changes to the services required by the User in the event the User intentionally provided incorrect personal or identification information, or if the User is constantly late with the payments, or constantly does not pay for the service charges of repeatedly breaches the contractual terms;

#### **4.2. Provider undertakes:**

- 4.2.1. To provide the User with the service for the price, under the terms and in the extent agreed in the Contract and Terms and that under the assumption of a sufficient positive balance in the personal account, while the responsibility for maintaining a positive balance in the personal account shall be borne by the User;
- 4.2.2. To allow the User to become familiar with the current wording of the Terms, with the technical, price and similar specifications of the website and or through the website;
- 4.2.3. To inform the User about significant amendments to the Contract and about the technical, price and similar specifications and to do that reasonably before these become effective (such as in the personal account, by e-mail or on the website).
- 4.2.4. To implement the accepted change to the Contract required by the User within the agreed time;
- 4.2.5. To immediately eliminate the defects in the provision of services which are caused by the Provider.

#### **5. User's rights and obligations**

- 5.1. User has the right:
  - 5.1.1. To request amendments to the Contract;
  - 5.1.2. To contact the Provider's Customer Service with his comments and requests;
  - 5.1.3. To file complaints against the extent and quality of the service and about the charged prices.

- 5.2. User undertakes:
- 5.2.1. To pay for the services properly and on time;
- 5.2.2. To reimburse the Provider in full amount for the fines and other sanctions which were imposed on the Provider by the administrative or court authorities as a result of the User's or third parties' conduct which was not prevented by the User.
- 5.2.3. In case of using recordings of conversations, the user is solely responsible for any breach of the rights of the called subscriber

## 6. Prices and payment terms

- 6.1. The pricelist for the services is available on the website. The User acknowledges that the data measured by the Provider's relevant equipment and the current value of the EU are decisive for the level of amounts charged for the services. The basic accounting unit is every completed and the newly initiated second of the call.
- 6.2. In principle, the User must pay for the services in advance (the subscription system) by the transfer to the Provider's bank account.
- 6.3. Provider shall immediately reflect the User's payment in his personal account.
- 6.4. If the service is changed, then the prices for the changed service shall be charged on the day when the Provider has implemented the actual change.
- 6.5. Provider has the right to unilaterally change the structure and the level of prices charged for the service, in particular if there is an increase in the cost associated with the provision of the service (such as the prices of access circuits, international connectivity, transit and termination tariffs for the calls, the distribution charges for the services), in connection with the decisions of the governmental authorities (Czech Telecommunication Office).
- 6.6. The payment balance and use of services are shown on Personal account.
- 6.7. The basic rates for the VoIP-calls are specified in the **c.u.** and are available in the "Tariffs" section in the personal account. Unless prescribed otherwise, the rates are set-up by the Provider.
- 6.8. The operator's special offer – the rates for the VoIP calls equivalent to 0.00 **c.u.** offered during the "Call for free in the cities of Russia and countries of the world!" event, is valid only for the Users who have the "Constant User" status and who use a single channel connection.
- 6.9. The charges for the maintenance of the personal account owned by the physical person amount to 0 **c.u.** per one month.
- 6.10. The recipient of the Premium services can be only the User who has at least the "Constant User" status. The amount of the User's payment depends on the assembly of the connected "Premium services". The list of Premium services, the terms for the connection and the amounts of payments are specified in the "Premium services" section in the User's personal account.
- 6.11. The rate for the reallocation of access to the SIP ID is 0.02 **c.u.**.
- 6.12. The rate for the connection between the Users of the SIPNET System and the subscribers according to the SIP ID is equivalent to 0.00 c.u.
- 6.13. The rate for the connection between the Users of the SIPNET System and the subscribers to other VoIP networks is equivalent to 0.00 c.u.

## 7. Complaints

- 7.1. User has the right to file complaints about the services or their prices. The complaint must be filed immediately, however no later than within two months after the reason for its existence has emerged, otherwise the right to complain shall expire. The complaint about the prices does not have the deferral effect. The user have an ability to send a complain by email [cz@sipnet.net](mailto:cz@sipnet.net)

- 7.2. Provider shall settle the complaints without any undue delay, but no later than within one month after the complaint was delivered, respectively within two months during the situations when the settlement of the complaint requires discussions with the foreign operator.
- 7.3. In the event the complaint regarding the prices charged is resolved positively, then the User is entitled to receive the difference between the correct and incorrect price. The difference shall be credited to the User's personal account, or shall be credited by other method within one month after the complaint was resolved positively.
- 7.4. In the event the complaint regarding the actual service is resolved positively, then the Provider shall lower the prices for the service accordingly.

## **8. Restrictions placed on the service**

- 8.1. If it is absolutely essential, then the Provider shall have the right to restrict or discontinue the service for the following reasons:
  - 8.1.1. Maintenance or repairs on the electronic communications network,
  - 8.1.2. The crisis situations, particularly within the meaning of the Section 99 of the Act,
  - 8.1.3. Other serious technical or operational situations which render the provision of services difficult or impossible,
  - 8.1.4. A reasonable suspicion that the User is using or intends to use the service in contradiction of the Contract or legal regulations,
  - 8.1.5. During the existence of circumstances which exclude the liability (the force majeure),
  - 8.1.6. If the service has been abused or if it is suspected that the service shall be abused by the User or by the third person,
- 8.2. When the reasons for the reduction or interruption of service specified in the previous points no longer exist, the Provider shall immediately restore the service.
- 8.3. Upon the User's request, the Provider shall block the outgoing calls to the telephone numbers specified by the User. This service is chargeable in accordance with the current price list for the specific service.

## **9. Final provisions**

- 9.1. If the Conditions and Contract otherwise specified, parts agreed to bring all notification and another information in the Personal account
- 9.2. The User gives the Provider explicit permission to assign his rights and obligations under the Contract to a third-party - the new Provider of services.
- 9.3. These terms shall expire at the moment the newer General Business Terms shall become effective. The valid and effective General Business Terms are available on the website.
- 9.4. In the event these Terms and or contractual documents have been prepared in a foreign language, the Czech version shall prevail.
- 9.5. By accepting the Contract (with the signature, completion of the website registration form, by the consent over the phone), the User confirms that he is familiar with its individual sections and annexes, he agrees with them and he shall comply with the terms specified therein, which are binding for both contractual parties.
- 9.6. These General Business Terms shall enter into force on 14.01.2016 and replace the General Business Terms, which were in force before that date.