

**General conditions for electronic communication services provided by the company Mojmir Kalný - WiFi-NET, issued on January 1st 2010 and valid on the same date.**

- 1. General provisions**
  - 1.1 These general conditions regarding the provision of services in the WiFi-NET network (further referred to as "the general provisions" only) shall apply to public services within the WiFi-NET network, provided by the company Mojmir Kalný –WiFi-NET, IČO 70778957, DIČ CZ8305110099 (further the "provider" only).
  - 1.2 The provider states that he possesses all necessary certificates in order to be able to provide the above-mentioned services and other relevant services and responsibilities in accordance with these general conditions.
- 2. Provided services**
  - 2.1 The provider shall provide the client access to his computer network, which further enables the client to connect to the Internet service. The provided services are offered only within the Czech Republic and may be used by persons of 15 years of age or older.
  - 2.2 The client that uses the services (further the "client" only) must purchase the necessary software and hardware equipment needed for the connection to the provider network. If the client requires, the provider may offer the requested software or hardware.
  - 2.3 The client shall have access to the WiFi-NET network 24 hours a day throughout the entire year.
  - 2.4 The provided services may be used only by the client and not by a third party, unless previously approved by the provider in writing.
  - 2.5 Provided services are specified on separate sheet – "service setting" (nastavení služeb).
- 3. Breakdowns and failures**
  - 3.1 Any possible breakdowns or failures of the networking system shall be announced to the helpdesk department (mainly technical help department), whose email address and phone number are available at the provider's web page at [www.wifi-net.cz](http://www.wifi-net.cz). The provider shall repair any defects he can and according to his technical abilities and without unnecessary delay.
- 4. Data protection**
  - 4.1 The provider, as well as the client, are obligated to keep sensitive data secret and not to share it with other persons. Namely data concerning important regulations regarding the use of the provider services and information gained during the use of the services.
  - 4.2 All information stated in item 4.1 may be disclosed to a third party if the applicable law allows it or if both parties agree to do so.
  - 4.3 If the provider gains any sensitive information about his client during the service, he shall not share it with a third party without prior consent of the client so the information cannot be used against the client. This does not apply to statistical types of information and certain types of information that must be made available in accordance with the applicable law.
  - 4.4 The provider does not perform any inspection of data that comes through his network. The provider is not responsible for any damages that may have occurred to the client in connection with the use of his network. That shall apply to data loss or damage due to delays or incapability of the provider to deliver data, delivery of incomplete or damaged data or due to network failures.
  - 4.5 The provider is not responsible for damages or completeness of the transmitted data if they occur outside the framework of his system. He is also not responsible for possible damages that occurred to the client due to the client's incapability or access limitation to his network.
  - 4.6 The provider is not responsible for an unauthorized access of a third party to information that is being transmitted via his network, if the unauthorized access was not the provider's fault.
  - 4.7 An authorized access is considered an access performed via the assigned IP address, MAC address, WEP key and using the LAN settings on the client's computer (or other network device) or possibly other passwords and network security safety measures. All the setting is stated on separate sheet – "service setting" (nastavení služeb). The client as well as the provider has to sign the service setting to confirm validity of the setting.
  - 4.8 In case of any change in setting the client as well as the provider has to sign new "service setting".
- 5. Client's responsibility**
  - 5.1 The client shall not intervene in the provider's service in any way, unless mutually agreed. Mainly, he shall not enter directories and systems unless he has been granted access. He shall not use system commands that can change the network settings or functionality. The client shall not use the WiFi-NET for purposes other than to access the Internet; that means he is not allowed to operate in the WiFi-NET ftp or DC servers and other similar services.
  - 5.2 The client shall not use the services to transfer data that contains information or forms that are prohibited by applicable law or rules valid in the Czech Republic.
  - 5.3 The use of any data obtained via the provider network shall be done at the client's own risk. The provider is not responsible for the quality or the transmission of data obtained in such a way.
  - 5.4 **The provider's network may be used only for purposes that comply with applicable rules and regulations. Any access to other networks must be in compliance with the rules of this network and with applicable law of the Czech Republic and/or county where the network provider is located. Transmission of materials and information that are in violation of applicable rules, including local regulations, is strictly prohibited. This shall include the following:**
    - materials protected by trade marks that the client does not possess the copyrights for,**
    - materials that are considered by the law as obscene or frightening,**
    - materials protected by trading secret laws that the client is not authorized to send.**
  - 5.5 Local networks connected to the network of the provider must be sufficiently protected to prevent unauthorized access. WiFi-NET is not responsible for damages that occur in connection with unauthorized access.
- 5.6 All cases of unauthorized access must be immediately reported to the WiFi-NET provider/helpdesk department.
  - 5.7 The client is obligated to give the provider valid contact information, mainly a valid mobile phone number and email address. Should this contact information change, the client is obligated to notify the provider without unnecessary delay about such changes.
- 6. Provider's responsibilities**
  - 6.1 The provider is obligated to provide the above-described services in accordance with valid rules and regulations and with this agreement.
  - 6.2 The provider shall maintain his network in good technical condition. In the case of a failure, he shall take applicable corrective measures to repair the defect without unnecessary delay.
  - 6.3 The provider is obligated to notify the client of any limitations, interruptions or irregularities in services if he learned about them beforehand.
  - 6.4 The provider shall notify the client about changes in generally known rules and regulations or about the valid price list.
- 7. Service price and payment**
  - 7.1 The prices for the provided services have been mutually agreed by both parties in accordance with the law No. 526/1990 Coll., which describes price regulations, and its valid amendments. The basis for the pricing shall be the valid provider price list. The valid and current price list is available at [www.wifi-net.cz](http://www.wifi-net.cz).
  - 7.2 The provider has the right to change the current price list according to access price changes, legislative changes or if required by regulation laws or according to the price development on the telecommunication market.
  - 7.3 Prices for the last month of services are invoiced according to payable terms, always on the first day of the following calendar month. The invoice is payable and due within 14 days. The invoice is considered to be paid when the invoiced amount is credited to the provider's account, specified on the invoice. The invoice may also be paid in cash. Should the client fail to pay the invoice amount within the specified time, the provider has the right to limit or interrupt his services. The services shall be renewed when all debts of the client are paid in full.
  - 7.4 **Invoices are sent to the client's email address in electronic form. Therefore, the client is obligated to give a valid email address to the provider. See item 5.7. The client also has access to his invoices on the provider's website. These are accessible with a user name and password that the client receives at the time of signing. All payments paid with wrong reference number are not accepted and are sent back.**
  - 7.5 **All payments paid with wrong reference number are not accepted and are sent back.**
  - 7.6 If the invoice is not paid within 14 days after day of issuance and the client's service is limited, the provider has the right to charge the reactivation.
  - 7.7 If the client requires another method of invoice delivery, the provider has the right to charge for the delivery method. (Mainly if the client insists on invoice delivery via certified mail).
  - 7.8 If a system failure of the provider network prevents the client from using the service for more than 6 hours within one day, the provider shall discount the monthly fee by one third per each day of non-service.
  - 7.9 The provider has the right to charge when the requirement of payment is sent to the client, if the client would not pay for the provided services before the due date.
  - 7.10 By payment for the provided services the client agrees with the current general conditions, which are publicly accessible on the provider's website [www.wifi-net.cz](http://www.wifi-net.cz).
- 8. Claims**
  - 8.1 The client is responsible for notifying the provider about any possible defect. The beginning of the failure is considered the moment when the client notifies the helpdesk department about the failure via phone or email.
  - 8.2 The provider is not responsible for service failure or low quality service if it has been caused by:
    - an act of God,
    - a failure due to the client's fault or due to a defect in the client's system
- 9. Service limitations**
  - 9.1 The provider has the right to limit or stop completely the services if the client's interferes with the stability of the WiFi-NET services. That means if a virus or another network attacks the affected the system or computers on the client's side. The provider shall reinstate the services after the defects and causes have been repaired by the client.
  - 9.2 The provider has the right to limit or completely stop the services if the client fails to comply with some of the provisions of this agreement.
- 10. End of services**
  - 10.1 The services may be terminated immediately by mutual agreement between the client and the provider.
  - 10.2 When such situation occurs, the former client is obligated to return without unnecessary delay all equipment that belongs to the provider.
  - 10.3 The end of service does not exonerate the client from the responsibility to pay the provider fees that may be due. Also the end of service does not exonerate either side from responsibility for possible damages.
  - 10.4 Another reason for service termination is provider licence cancellation. In such case, the provider is obligated to enable other licensed providers to offer their services instead.
- 11. Closing provisions**
  - 11.1 These general conditions supersede all previous general conditions.
  - 11.2 The updated general conditions may be found at ([www.wifi-net.cz](http://www.wifi-net.cz)). Should a provision in the general conditions be changed, the client shall be notified about the change via email and he shall review and familiarize himself with the changes. If the client does not agree with the new condition he shall have the right to withdraw from the service agreement immediately. Any changes or modifications to these general conditions must be in writing and must be approved and signed by both parties. The client agrees with the provisions included in the general conditions and he also agrees with possible modifications that may occur in the future. Should the client not agree with the modification he shall act in accordance with item 11.2.
  - 11.3

Date:

.....  
Client first and last name  
(please print)

.....  
Client signature

The provider: