



VIPTel General Terms and Conditions (valid from 25.5.2018)

General Terms and Conditions for the provision of public telecommunications services and Voice over Internet Protocol (VOIP) services

Article I General provisions

1. The company VM Telecom s.r.o. with registered office at Panenská 8, 811 03 Bratislava, company ID (IČO): 35 837 594, registered with the Companies Register of the District Court of Bratislava I, section Sro, entry ref. no. 26684/B (hereinafter "the company VM Telecom" or "VM Telecom"), in compliance with § 14 of Act 351/2011 Coll. on electronic communications, as amended (hereinafter "Act"), is authorised to provide electronic telecommunication services based on a general licence issued by the Regulatory Authority for Electronic Communications and Postal Services.
2. The company VM Telecom, in compliance with the provisions of § 44 of the Act, issues these General Terms and Conditions setting out the conditions for the provision of electronic telecommunication services (as defined in Article II) and mutual rights and obligations of the company VM Telecom and natural and legal entities that enter into a Services Contract (as defined in Article II) with the company VM Telecom.
3. Legal relations between the company VM Telecom and natural and legal entities entering into a Services Contract with the company VM Telecom that are not set out in more detail in these General Terms and Conditions and the Services Contract shall be governed by respective provisions of Act 351/2011 Coll. on electronic communications and other valid legal regulations of the Slovak Republic.

Article II Definition of basic terms

For the purposes of these General Terms and Conditions, the meanings associated to the terms below are defined as follows:

"Undertaking" refers to an entity that is authorised pursuant to the Act to provide an electronic communications service, network or network and service. Undertaking is understood as the company VM Telecom, s.r.o. with registered office at Panenská 8, 811 03 Bratislava, company ID (IČO): 35 837 594, registered in the Companies Register of the District Court of Bratislava I, section Sro, entry ref. no. 26684/B.

"Prospect" is a natural or legal entity that is interested in entering into or has already entered into a Services Contract with the company VM Telecom, with the corresponding expression of will addressed to the company VM Telecom, which in line with these General Terms and Conditions is deemed a proposal to enter into a Services Contract.

"Subscriber" is a natural or legal entity that has entered into a valid Services contract with the company VM Telecom, based on which it utilises a Service, whereby it does not provide the Service onwards or provide other electronic communications services via the Service.

"General Terms and Conditions" refers to these General Terms and Conditions for the provision of public electronic communications services by the company VM Telecom.

"Services contract" or **"Contract"** refers to a contract on the provision of public services legitimately entered into between the company VM Telecom and Subscribers as per § 44 of the Act, the subject of which comprises foremost the undertaking of the company VM Telecom to allow access to the Service and to provide the Service, and the undertaking of the Subscriber to pay



the price for Connection Setup and for provision of Services. These General Terms and Conditions and the Pricelist comprise an integral part of the Services contract. A Services contract is understood also as other individual agreements on the provision of Services and also order forms possessing the particulars of a Services contract, where this is accepted on the side of VM Telecom.

"Pricelist" refers to the current tariff that contains the prices for Services and also other individually provided services, a list of free provided services, the details of one-off, regularly recurring and variable prices and the method of paying them. The pricelist is available on the internet site of the company VM Telecom (www.viptel.sk), via which the Prospect may request information about current prices and any offered discounts.

"VM Telecom Network" refers to the system of all functional interconnected technical equipment operated and used by the company VM Telecom in the provision of electronic communication services.

"Equipment" refers to telecommunications equipment (including software solutions) that are connected directly or indirectly to an endpoint of the VM Telecom Network intended for the receipt, transmission, processing or storage of information transferred in connection with use of the Service and essential for Connection Setup and provision of the Service. The company VM Telecom provides the equipment to Subscribers at their request and under the conditions agreed in the Services contract.

"Service" refers to an electronic communications service intended foremost for the transmission of voice communication overall, or partially via the internet for making and receiving calls using numbers of a national or international numbering plan. The Service is a public telephone service as per the Act. Provision of the Service includes also the sale of Equipment and other related activities thereof (provision of technical support and advice) as well as other kinds of supplementary services, where so agreed by the Parties. The price of these services and the billing conditions are set out in the Pricelist.

"Connection Day" refers to the day the preinstalled hardware or information necessary for commencing use of the Service is delivered. The Subscriber is obliged to pay the price for the Service from the Connection Day, in line with Article V of the General Terms and Conditions and the Pricelist.

"Billing Period" refers to the period from the 1st (first) to the last day of the calendar month in which the Subscriber utilises the Service, unless stipulated otherwise herein. If the Connection Day is different from the first day of the calendar month, the first Billing Period starts on the Connection Day and ends on the last day of the calendar month in which the Connection Setup was performed. In such an event, the amount of minimum monthly turnover applicable for the program selected by the Subscriber will be calculated proportionately for the first Billing Period. To eliminate doubt, this means: (i) if the Subscriber makes calls exceeding the amount of the proportionately calculated minimum monthly turnover, they will be charged the actual called amount and (ii) if it is lower, they will be charged the proportionately calculated minimum monthly turnover. If the Services contract is terminated on a day that is not the last day of the Billing Period, the amount of minimum monthly turnover for the program selected by the Subscriber for the last Billing Period or part thereof will be calculated proportionately, whereby the previous two sentences apply accordingly.

"Internet" or **"Internet network"** refers to the international telecommunications network for the transmission of data, which inter alia enables voice communication between network endpoints.

"Sales Representative" refers to a natural or legal entity holding authorisation to collaborate in pursuing activities related to provision of the Service (foremost authorisation to search for Prospects) based on a contract entered into with the company VM Telecom.

"Internet access" refers to the connection of individual pieces of Equipment or the network of the Subscriber to the internet, which enables the use of its individual applications. Existing internet access of sufficient quality, which depends on the number of requested voice channels, but to a minimum band width of 128 kbps, is an essential condition for establishing the Service.

"Fault" refers to a status preventing use of the Service to the agreed scope or quality, the elimination of which requires a technical or operational intervention. A defect concerning terminal Equipment is not deemed a Fault.



"Connection Setup" refers to all actions necessary to activate the Service (especially connection of Equipment to the internet) in order to enable actual use of the Service by the Subscriber.

"Best effort" is understood as defining the quality for voice services using voice over internet protocols (VOIP), which are transmitted over a specific section of the transmission line by connection to the Subscriber's Internet connection. If the Subscriber is prevented from using the Service due to an outage or restriction in the functionality of the Internet network, this does not constitute grounds for making a claim about the voice service. The company VM Telecom will exert maximum effort to achieve a reasonable quality connection of the voice service, but it is not liable for a reduction in the voice service quality caused by the Internet network, and is also not liable for the content and security of data and Calls transmitted by the Subscriber over the Internet.

"Act" refers to Act No. 351/2011 Coll. on electronic communications, as later amended.

"Numbering plan" refers to the measure of the Regulatory Authority for Electronic Communications and Postal Services on the numbering plan of the Slovak Republic, as amended.

"Prepaid service" refers to a Service provided based on a prepaid financial amount, from which the fee for provided electronic communication services, for services of an information company and for other services, is progressively deducted.

"Credit" refers to the prepaid value of the Prepaid service. A bonus is an amount of Credit provided to the Subscriber by the Undertaking without monetary payment from the Subscriber, intended for use of the Prepaid service.

Article III **Specification of the Service and technical conditions of its provision**

1. Based on a Services contract, the company VM Telecom commits to providing the Subscriber with the Service and to fulfil all other obligations arising thereof as set out by these General Terms and Conditions and the Services contract, while the Subscriber undertakes to pay the company VM Telecom for fulfilment of its obligations as per the Contract, the price for provision of the Service to the amount set out in the Services contract/Pricelist and Article V herein, this in the manner and under the conditions set out in the Services contract/General Terms and Conditions/Pricelist, and to fulfil all other obligations as defined in the General Terms and Conditions/Contract or as arising from the Contract.
2. Specification of the Service, the place and manner of the connection, the scope and technical parameters of the Service, as well as other agreements, are specified in the Services contract or in the Customer Zone.
3. Unless stipulated otherwise in the Services contract, when fulfilling the obligation to provide the Service, the company VM Telecom does not provide the Subscriber with any terminal Equipment required for proper use of the Service, and it also does not ensure the functionality of terminal Equipment of the Subscriber or other servicing, with the exception of the undertaking to eliminate free of charge any Faults arising through no fault of the Subscriber and not concerning the terminal Equipment of the Subscriber.
4. The Service is provided at a quality corresponding to the quality indicators and target values that are laid down by the Regulatory Authority for Electronic Communications and Postal Services, unless stipulated otherwise in the Services contract or the General Terms and Conditions.
5. A basic condition for provision of the Service is existing Internet Access of a sufficient quality, which depends on the number of requested voice channels, but to a minimum bandwidth of 128 kbps and the infrastructure of the provider of the internet access must enable voice transmissions.
6. The Subscriber acknowledges that the company VM Telecom cannot guarantee the Service quality if between the network of VM Telecom and between the service termination point there is technical equipment of the Subscriber or the Subscriber's network that are not included in the recommended equipment of the company VM Telecom, are not administered by VM Telecom, or which prevent service quality management. As a consequence, the quality of the Service may be diminished or the Service may suffer outages.



In such cases, the company VM Telecom will provide the Service at the standard of "best effort". The Subscriber acknowledges and agrees that the company VM Telecom bears no liability for installation of VoIP equipment purchased from other vendors, that it does not provide servicing for such equipment and that is not able to guarantee their compatibility with the Service. For technical support when setting up such VoIP equipment of the Subscriber and eliminating faults, the Subscriber should contact the vendor of the VoIP equipment.

Article IV

Services contract

1. The company VM Telecom establishes a connection based on a Services contract entered into with the Subscriber. The subject of the Services contract is primarily the undertaking of the company VM Telecom to set up and allow access to the Service for the Subscriber as specified in more detail in the Services contract, and the undertaking of the Subscriber to pay the price as per the valid Pricelist for provision of the Service. The General Terms and Conditions and the Pricelist are an integral part of the Services contract.

2. An assumption for conclusion of the Services contract from the side of VM Telecom is that the Prospect presents the company VM Telecom (in person, by post, email or secure submission via the website subory.viptel.sk):

- on the respective form, with a completed and signed Services contract. This submission of the Services contract is deemed a proposal to enter into a Services contract from the side of the Prospect;
- all documents requested by the company VM Telecom attesting to the identity of the Prospect, or for necessary verification of fulfilment of the conditions to enter into the Services contract. These documents comprise primarily a citizen ID card, for foreigners a passport and residency permit, where so required by respective legal regulations. In the case of legal entities or sole traders, an excerpt should be submitted from the companies register, trading licence register or other respective register in which the entity is registered. The company VM Telecom is authorised to copy, archive and process submitted documents for the purposes of verifying the provided data of the Subscriber and to maintain records of these data under conditions as per the Act.

3. The company VM Telecom is authorised to refuse to enter into a Services contract with a Prospect if:

- provision of the Service at the requested site, to the required scope or quality, or under the conditions requested by the Prospect, is technically unfeasible or would only be possible at an excessively high cost;
- the Prospect cannot provide a guarantee of compliance to the provisions of the Services contract, foremost because it is a debtor of the company VM Telecom or another Undertaking, or if the company VM Telecom or some other Undertaking has previously withdrawn from a contract with the Prospect or has served notice to it;
- Prospect does not agree with the conditions of Service provision set out in the Services contract, Pricelist and/or these General Terms and Conditions;
- Prospect does not have Internet Access of sufficient quality as per Article III of these General Terms and Conditions in the case of the Service;
- the Prospect fails to provide documents as per item 2 of Article IV herein, or provides invalid documents or unrelated documents;
- entering into the Services contract would be in conflict to generally binding legal regulations or good morals.

4. The invalidity of any of the provisions of the Services contract shall not make any other provision of the Services contract invalid. The Parties oblige to replace a void provision forthwith with a provision that is closest in terms of meaning.

5. In the event of a mutual dispute, the agreements of the Parties set out in the Services contract supersede the provisions of General Terms and Conditions.

Article V



Price and terms of payment

1. The price of the Service and any other administrative or other fees for additional services is charged to the Subscriber in line with the valid Pricelist. The Pricelist is published on the internet site of the company VM Telecom (www.viptel.sk).
2. The price of the Service will be charged by the company VM Telecom in the form of an invoice containing the particulars of a tax document, which VM Telecom is authorised to issue on the day after the last day of the billing period. The Subscriber is obliged to settle all payments for the Service together with respective VAT so that the respective amount is credited to the bank account of the company VM Telecom by the last day of the due date at the latest, otherwise Subscriber will be in arrears. Any form of payment other than by bank transfer must be agreed upon in advance by the company VM Telecom and the Subscriber. If the price of the Service that the Subscriber is obliged to pay for any Billing period is less than EUR 3.00 including VAT, the company VM Telecom is entitled not to issue a separate invoice for a particular period, but instead issue a common invoice for several Billing periods together, so that the billed amount is at least EUR 3.00 including VAT. If the price of the Service for which the Subscriber is obliged to pay for a specific Billing period is EUR 0, no invoice will be issued for that Billing period.
3. Unless stipulated otherwise on the invoice, every invoice delivered to the Subscriber is payable by 14 days from issue by the company VM Telecom. VM Telecom is authorised to deliver invoices by post and/or email (without a secure electronic signature), unless the Parties agree otherwise.
4. The company VM Telecom is authorised to amend the price of the Service and other fees. The company VM Telecom is obliged to notify the Subscriber of any change, whereby Article XV of the General Terms and Conditions applies accordingly.
5. If the Subscriber is overdue with payment of a due invoice, the company VM Telecom is authorised to charge default interest of 0.05% of the due amount for each day in arrears until full payment of the owed amount.
6. The company VM Telecom provides the Subscriber with a basic level of itemised invoices free of charge, to the extent set out in General Licence No. 1/2014 issued by the Regulatory Authority for Electronic Communications and Postal Services. The company VM Telecom and the Subscriber hereby agree that if the Subscriber utilises multiple telephone numbers, the basic level of itemised invoice will contain a list of provided services for all the numbers combined (i.e. not for each number individually).
7. If the Subscriber selected a program from the programs offered by the company VM Telecom with a set minimum monthly turnover, the Subscriber is obliged to use the Service to such an extent that the price of the Service for each Billing Period equals or exceeds the set minimum monthly turnover, and even if the Subscriber uses the Service to a lesser extent, it is obliged to pay the price of the Service for the Billing period comprising at least the minimum monthly turnover. This shall apply also when provision of the Service is interrupted, provided the interruption is caused by breach of obligations by the Subscriber or on some other grounds caused solely by the Subscriber (e.g. suspended due to non-payment of the price of the Service). If the Services contract ceases during a Billing Period (i.e. not on its last day), the minimum monthly turnover is applied proportionately.

Article VI Rights and obligations of VM Telecom

1. The company VM Telecom is entitled foremost:
 - a) to payment of the price of the Service and administrative or other fees from the Subscriber as set out in Article V of these General Terms and Conditions and/or in the Pricelist;
 - b) to change the price for the Service under the conditions set out in these General Terms and Conditions;
 - c) to refuse to enter into a Services contract under the conditions set out in these General Terms and Conditions;
 - d) to suspend temporarily or restrict the provision of the service on grounds set out in these General Terms and Conditions;



- e) to compensation of loss as per Article XIV of the General Terms and Conditions;
 - f) to request documents from the Prospect or its authorised representative as per Article IV of the General Terms and Conditions when entering into the Services contract, and to make copies of these documents or extract data from these documents by electronic means for the purposes of verifying the provided data of the Prospect;
 - g) to assign a financial receivable to a third party also without the consent of the Subscriber, if despite a written demand from VM Telecom the Subscriber is more than 90 successive days in arrears with settling its financial obligation toward VM Telecom, whereby the assignment will be by written contract and to the amount corresponding to the financial liability. The company may not enforce this right if the Subscriber settles the overdue financial liability in full, together with fees, before assignment of the receivable;
 - h) to condition the provision of Services to a payment bond in cases where the company VM Telecom is authorised to suspend temporarily or restrict provision of the Service or in cases where the Subscriber does not provide a guarantee that it will fulfil future obligations from the Services contract duly and on time, or in other cases agreed with the Subscriber;
 - i) to satisfy its due receivables against the Subscriber from the payment bond as per item h) if the Subscriber fails to pay the price of the Service (or other provided services) even by 45 days from the invoice due date, whereby it may then demand that the Subscriber supplement the bond amount;
 - j) to request payment of advance payments on the price of the Service even before the end of the Billing Period to the amount determined by the company VM Telecom, foremost if the Subscriber (i) is a debtor of the company VM Telecom, (ii) showed an unreasonably or unusually large growth in the volume of calls or electronic communications operations, (iii) enables a third party to abuse the Services and (iv) will not be able in the opinion of the company VM Telecom to fulfil its obligations duly in future;
 - k) to bill subsequently the price or other payments that for technical reasons could not be included to the respective invoice;
 - l) to contact the Subscriber for the purposes of direct marketing of its own Services and those it provides and other products in the form of sending correspondence by electronic communication means, foremost, but not solely, in the form of calls, SMS, MMS, fax messages to the contact points of the Subscriber, which the company VM Telecom acquired in connection with the provision of Services to the Subscriber, in line with the Act and other legal regulations, and to use the business name/name and surname of the Subscriber together with a brief description of provided services as a reference on the internet site and marketing materials of VM Telecom; Subscribers are authorised at any time to revoke this use of their data by written expression of will delivered in demonstrable form to the company VM Telecom;
 - m) to make inspections of compliance to the conditions of the Services contract by way of the network of the company VM Telecom and its equipment, as well as by other means, including checks via employees of the company VM Telecom or its representatives at sites and in buildings where the network equipment of the company VM Telecom are placed or where there is a connection, or at other sites and in other buildings where equipment that is connected to the network of the company VM Telecom is to be found or otherwise utilised for use of the Services;
 - n) to record calls made to lines of the company VM Telecom (e.g. customer service lines, technical support and so on) and to produce and store records from these calls. If a customer does not agree with the recording of calls, they should contact the company VM Telecom by email or in person;
2. To update the identification data of the Subscriber where the Subscriber notifies VM Telecom of such a change, or which was otherwise demonstrated to the company VM Telecom (e.g. by excerpt from the Companies Register). The company VM Telecom is obliged to fulfil its obligations and to provide the Service in compliance with § 43 subsection 2 of the Act and:
- a) to enter into a Services contract with each Prospect for the Service, provided there are no grounds to reject it as per Article IV of the General Terms and Conditions;
 - b) to present the Subscriber with clear and comprehensible billing of the price for provided services;
 - c) to provide the Service to the scope and quality as stipulated under



Article III of the General Terms and Conditions; d) to respect telecommunications secrecy as per § 63 and the protection of privacy as per § 55 of the Act and Article XII of these General Terms and Conditions.

3. The company VM Telecom, pursuant to § 60 of the Act, secures a caller ID service, hidden number and selective call blocking at the request of the Subscriber (in writing or by selecting the corresponding option in the Customer Zone of the Subscriber).

4. The company VM Telecom ensures perpetual access to emergency numbers for the Subscriber. Emergency calls can be made from terminal Equipment, which as part of the Service were allocated a geographic number as per the Numbering Plan. Calls to the following numbers are free of charge on the Network of VM Telecom, whereby the company VM Telecom is obliged with these calls to provide the coordinating or operating centre of the integrated rescue system, where technically possible, with calling line identification (CLI): 112 – emergency number – integrated rescue system, 150 – reporting fires, 155 – medical rescue service, 158 - police.

Article VII

Rights and Obligations of Subscriber

1. The Subscriber is entitled foremost:

- a) to enter into a Services contract with the company VM Telecom, provided there are no grounds to reject it pursuant to the Act and Article IV of the General Terms and Conditions;
- b) to provision of the Service to the scope and quality as per these General Terms and Conditions;
- c) to have faults and defects in the provision of the Service that it did not cause eliminated free of charge;
- d) to compensation of loss as per Article XIV of the General Terms and Conditions;
- e) to have a proportionate part of the price of the Service returned for time that the Service was not provided, if caused by the company VM Telecom in line with the General Terms and Conditions, whereby this right must be exercised with the company VM Telecom by three months at the latest from when provision of the Service was restored;
- f) pursuant to § 43 subsection 4 of the Act, free of charge outgoing call blocking on selected number sets;
- g) to be registered in the public telephone directory and to have their data made available to telephone number and telephone directory services providers. When relevant data are published in the telephone directory, the data of the Subscriber may be provided to other undertakings or persons that issue telephone directories or which provide information services about telephone numbers. The conditions for publication of data of the Subscriber in a telephone directory are described in more detail in the Customer Zone, where the Subscriber selects which data will be published;
- h) to access to information services on telephone numbers;
- i) free of charge calls to emergency telephone numbers, including the common European emergency number "112".
- j) to transfer telephone numbers that pursuant to the measures of the Regulatory Authority for Electronic Communications and Postal Services may be transferred. The action of transferring your number from/to the network of VM Telecom is governed by the Act and respective measures of the Regulatory Authority for Electronic Communications and Postal Services. The process of transferring a number and information about the transfer are published on the website of the company (www.viptel.sk).
- k) to utilise the Prepaid service up to the amount of Credit and any Bonus. The credit is used up in the order in which the credits are recharged (firstly the Credit from the previous recharge is used up, then Credit that is recharged later). A bonus is used up last only after complete depletion of the full amount of Credit that is recharged for payment, i.e. each subsequent recharging of paid Credit causes the unused Bonus, also if applying to an earlier recharging of paid Credit, to be used up last only after the full amount



of Credit recharged for payment is depleted. The validity period of a Bonus is the same as the validity period of Credit for payment. A Bonus that is not drawn in the period of validity lapses without compensation; the undertaking is authorised to operate also other forms of credit than the Credit or Bonus, under the terms set out in the Pricelist.

2. The Subscriber is obliged foremost:

- a) to use the Service in compliance with the Act, the Services contract, these General Terms and Conditions and valid legal regulations of the Slovak Republic, and not to abuse the Service;
- b) to pay the price for the provided Service (or other service) as per the Services contract based on billing as per Article V of these General Terms and Conditions;
- c) to fulfil all obligations as per the Services contract, the General Terms and Conditions and/or the Act and other legal regulations;
- d) to use only telecommunications equipment that meets the conditions of specific regulations;
- e) to allow access to its premises to the company VM Telecom or its Sales Representative for the purposes of Connection Setup or for carrying out service work and to provide them with any necessary collaboration;
- f) to comply with telecommunications secrecy as per § 63 of the Act;
- g) to utilise a telephone number with geographic prefix only at the site where the Service is established. When using the voice services of VIPTel away from the Service setup point, the Subscriber will utilise so-called VoIP telephone number according to the manual in the Customer Zone. The Subscriber acknowledges that when using VoIP numbers, no calls to emergency numbers are available (112, 158, 155 and 150);
- h) to provide a payment bond and/or advance payment, if so requested by VM Telecom, this by a term set by VM Telecom, which may not be shorter than 7 days;
- i) to notify the company VM Telecom about any change to its identification and personal data (foremost name, surname, residence or business name and registered office, correspondence address for invoices), by 14 days at the latest from the change.
- j) to use the Service exclusively for its own needs and in respect of third parties it shall not in any way: a) provide the Service b) mediate provision of the Service or c) provide other services by way of the Service. Breach of this obligation is deemed fundamental breach of contractual terms and concurrently as abuse of the Service as per Article VIII subsection 2 of these General Terms and Conditions.
- k) and not to use the number sets that it has been allocated with the services of other operators without the prior consent of VM Telecom.

3. The Subscriber is not authorised to transfer any of its rights arising from the Contract to any third parties without the prior written consent of the company VM Telecom.

4. The Subscriber is responsible for perpetually securing all end devices of the Subscriber that enable calls via the Service from abuse.

Article VIII

Suspension or restriction of Service provision

1. The company VM Telecom is authorised to suspend provision of the Service for a necessary period of time:

- due to serious organisational, technical or operational reasons to perform work required for the operation, maintenance and repair of the network or respective equipment;
- in cases of so-called Force Majeure (vis major) such as an emergency, natural disasters, crisis situations, war situations, power outages and so on;



- in other cases laid down by generally binding legal regulations valid in the Slovak Republic (e.g. in the case of crisis situations or extraordinary situations). The company VM Telecom undertakes to inform Subscribers affected by restricted provision of the Service about such circumstances provided it is possible to identify and inform such Subscribers in advance.

2. The company VM Telecom is authorised to apply, also without prior warning, the temporary suspension or restriction of Service provision to the Subscriber if:

- it abuses the Service (including suspicion that the Service was used/abused by a third party either with or without the knowledge of the Subscriber), this until eradication of the abuse or the application of technical measures preventing such abuse;
- it uses number sets that it has been allocated with the services of other operators without the prior consent of VM Telecom. Repeat (i.e. more than one) breach of this obligation entitles the company VM Telecom to demand a contractual penalty from the Subscriber of EUR 500.
- it fails to pay the due price for provision of the Service (or other services) or part thereof, this despite a prior caution from the company VM Telecom and the lapse of an additional 3 days from the caution, until complete payment of the price and related costs or until the Services contract terminates;
- other contractual conditions are fundamentally breached by the Subscriber; this only after previous appropriate caution, however. With the restoration of Service provision as per the Services contract once the reason for suspending it as per this item has been eradicated, the company VM Telecom is authorised to request from the Subscriber the payment of costs incurred thereof, as per the Pricelist valid at the time the Service is reactivated.

Article IX

Term of Services contract

1. Unless stipulated otherwise in the Services contract, the Contract is concluded for an indefinite period.

2. The Services contract ceases

- a) upon lapse of the Contract term;
- b) by written agreement of the Parties;
- c) by withdrawal;
- d) by notice;
- e) where laid down by specific regulation.

3. The company VM Telecom is authorised to withdraw from the Services contract if the Subscriber:

- a) repeatedly interferes in an unauthorised manner with the public network equipment as per the Act or enables some third party to do so, also by way of negligence;
- b) fails to pay the price for provision of the Service or does not satisfy some financial obligation that it incurs toward the company VM Telecom, even by 45 days in arrears;
- c) connects equipment to the public network as per the Act that fails to satisfy the requirements of specific regulations, or uses such equipment in conflict to the approved conditions and does not disconnect the equipment even after a demand from the company VM Telecom;
- d) repeatedly uses the Service in a manner that prevents the company VM Telecom from checking its use (prevention of checks is understood foremost as stating false or incomplete identification details linked to use of the Service);



e) repeatedly breaches the conditions of the Services contract or the General Terms and Conditions, or repeatedly abuses the Service;

f) if the Subscriber is insolvent, foremost if a bankruptcy petition has been lodged on the Subscriber's assets, if a bankruptcy petition was rejected due to insufficient assets or if bankruptcy proceedings have been initiated, if a restructuring petition has been lodged or restructuring proceedings have been initiated, the Subscriber has entered into liquidation or where the Subscriber's assets are subject to distraint.

4. The Subscriber is authorised to withdraw from the Services contract if:

a) it does not accept fundamental changes to contractual conditions, this within one month at the latest from being notified about such a fundamental change; if VM Telecom fails to announce a fundamental change to contractual conditions, the Subscriber is entitled to withdraw from the Services contract within one month from becoming acquainted with the change, but no later than three months from the day the fundamental change to contractual conditions takes effect. The Subscriber is not entitled to withdraw from the Services contract if the change to contractual conditions is directly or indirectly invoked by a change to a generally binding legal regulation or decision of some public administration authority or European Union body;

b) VM Telecom fails to provide the Service as per the Services contract or does not provide the Service to the agreed quality, even after repeat acknowledged complaints, the Subscriber is entitled to withdraw from the Services contract within one month from the day a notification is received acknowledging the repeated claim of the Subscriber, provided the breach of obligations by VM Telecom persists;

c) VM Telecom fails to notify the Subscriber about the outcome of the investigation into a claim as per Article X of these General Terms and Conditions, the Subscriber is entitled to withdraw from the Services contract within one month from lapse of the term set for announcing the outcome of a claim.

5. Withdrawal from the Services contract is effective for the other Party on the day a written notice on withdrawal from the Services contract is delivered. The Services contract is annulled as of this day. Notice of withdrawal from the Services contract is deemed delivered also in cases where the other Party does not collect the correspondence, this on the day the post office made an unsuccessful attempt to deliver the correspondence. If in the notice of withdrawal the company VM Telecom states a day by which the Services contract is to cease due to withdrawal, the Services contract will cease as of that day.

6. The Subscriber is entitled to serve notice to a Services contract concluded for an indefinite period at any time for any reason or without stating reason.

7. The company VM Telecom may serve notice to the Services contract:

- if it is not able to continue providing the Service to the agreed scope or required quality as it is technically unfeasible to continue providing the Service;

- for reasons of Service modernisation with associated termination of Service provision as per the concluded Services contract. In such a case, the company VM Telecom is obliged when delivering the notice to provide the Subscriber with an offer for the provision of some other service similar technically and in terms of price, with advantageous setup.

8. The notice period is the same for both sides and is one calendar month. The notice period starts to lapse from the first day of the calendar month after the month in which the written notice is served to the other Party. Notice to the Services contract is deemed delivered also if the other Party does not collect the correspondence, this on the day that the post office made an unsuccessful attempt to deliver the correspondence.

9. If the contract is concluded for a definite period, the contract ceases upon lapse of the period for which it was concluded. Extending the period of force is only possible by mutual agreement of the Parties in line with the conditions for changing a Services contract.

10. The Services contract may be terminated also by agreement of the Parties. A Subscriber that is interested in terminating the Services contract shall present



the company VM Telecom with a written request containing the expression of will of the Subscriber to agree on termination of the Contract. If the Subscriber submits a proposed agreement on termination of the Services contract entered into for a definite period or with an agreed minimum period of Service use (so-called minimum contractual period), acceptance of the proposal of the Subscriber on the side of the company VM Telecom will not be arranged and executed until the Subscriber has settled its financial liabilities from such a Services contract, including liabilities arising from premature termination of the Contract at the proposal of the Subscriber, unless agreed otherwise. Termination of such a Services contract is conditioned to payment of a fee for premature termination, comprising the amount corresponding to the contractual penalty set out in the Services contract as a sanction for breaching obligations in connection with the minimum contractual period.

11. If the Subscriber requests another undertaking to transfer a number used by the Subscriber as part of the Service to the network of another undertaking , the Contract will cease as a consequence of objective impossibility to fulfil it in respect of the part concerning a transferred number (completely in cases where all the numbers allocated for use based on the Contract are to be transferred, or if continued provision of the Service by the Undertaking is otherwise technically unfeasible), for reasons on the side of the Subscriber, this on the day the transfer of the number is complete. The company VM Telecom will not charge the Subscriber an administrative fee for transferring a number from the network of VM Telecom to the network of another undertaking, whereby all claims of the company VM Telecom toward the Subscriber arising from the Contract remain preserved.

12. Upon cessation of the Services contract, the company VM Telecom sends the Subscriber final billing of liabilities of the Subscriber toward the company VM Telecom, which the Subscriber or its legal successor is obliged to settle within the term stated in the billing.

13. If the Contract ceases in the case of a Prepaid service, the Undertaking will rebate the Subscriber with the balance of unused Credit acquired from funds paid by the Subscriber (i.e. excluding Bonus), which the Subscriber did not draw for the Prepaid service during the period of contractual force, by providing the Subscriber with compensation in monetary terms and, at the written request of the Subscriber to return the balance of unused Credit submitted in compliance with the conditions in the Pricelist, to the value of the balance of unused Credit at the moment the Contract ceases, as per accounting records of the Undertaking.

Article X

Complaint management

1. The Subscriber may make a complaint to the company VM Telecom about

- a) incorrect billing of the price for the provided Service,
- b) defects in the quality of the provided Service,
- c) defects in Equipment purchased from the company VM Telecom.

2. Complaints are to be made in writing to the company VM Telecom at the latest by 30 days from delivery of the invoice – tax document that is being contested for accuracy, or by a term no later than 30 days from the day the Subscriber discovers the defect in the quality of provided Service, otherwise this right shall cease. The Subscriber must provide justification of its objections in the complaint in respect of the price or quality of Service and clearly describe the defect that is being claimed.

3. In the manner as per subsection 2 of this Article, the Subscriber is authorised to exercise the right, pursuant to § 43, subsection 10, item b) of the Act, to demand from VM Telecom the return of the proportionate amount for the part of Service not provided through the fault of VM Telecom; this right must be exercised by the Subscriber within 3 months at the latest from restoration of Service provision, or the right shall otherwise cease.

4. A submitted complaint does not have a postponing effect on settlement of payments for the provided Service.

5. The company VM Telecom is obliged to notify the Subscriber in writing about the outcome of the complaint investigation by a period of 30 days, alternatively the complaint is deemed as acknowledged by the company. In complex cases, VM Telecom may extend this period by a maximum of 30 days; VM



Telecom is obliged to inform the Subscriber about the extension in writing before the end of the original 30-day period, stating the reasons for the extension. This deadline is preserved if VM Telecom sends its notification to the Subscriber no later than on the last day of the term.

6. Where a complaint is not made within the period and in the manner as set out in items 1 and 2, all claims of the Subscriber under this complaint cease.

7. A complaint in respect of investigating a billed price has no postponing effect on the obligation of the Subscriber to pay the price for the Service or part thereof, with the exception of cases where the price exceeds three times the average scope of Service usage from the previous six months. In such cases, VM Telecom is obliged to allow the Subscriber a deferral of payment of the part of the price exceeding the amount for the average monthly scope of Service usage for the preceding 6 months, this by the end of the investigation of telecommunications equipment at the latest, or to allow the Subscriber to pay the part of the price exceeding threefold the average scope of usage in at least 3 monthly payments. If usage of the Service is shorter than six months, but more than one month, the average scope of Service usage is calculated for the whole period of Service usage.

8. If the company VM Telecom acknowledges the justification of a complaint on the accuracy of a billed price for the Service, or when the term as per item 4 elapses in vain, this will be accounted no later than in the Billing Period following the Billing Period in which the complaint is acknowledged.

9. If the company VM Telecom acknowledges a complaint about the quality of the provided Service, the Subscriber is entitled to have the defects that reduce the Service quality eradicated free of charge within a reasonable term, provided it did not cause the defect. In such cases, the Subscriber is entitled to an appropriate discount on the price of the provided Service for the period during which the claimed defect affected the quality of the Service, where the company VM Telecom caused the defect. For the purposes of setting an appropriate discount on the price, the day the defect is discovered will be deemed the moment the Subscriber notifies the company VM Telecom about the defect to the telephone number +421 2 20 28 20 29 or by email to podpora@viptel.sk.

10. If it is discovered that a complaint about Service quality is not justified and the company VM Telecom incurs costs pursuant to investigating Faults, it shall be authorised to charge the Subscriber these costs in its invoice and the Subscriber is obliged to settle them.

11. The company VM Telecom reserves the right to reject a complaint if a temporary drop in Service quality was caused by circumstances excluding liability or by unauthorised and unprofessional interference by the Subscriber or third parties, or if the reduced quality was caused by circumstances set out under Article VIII.

12. Pursuant to valid legal regulations, the company VM Telecom provides a warranty on Equipment. The warranty conditions and the complaint management for Equipment are governed by the Complaint management published on the website of the company VM Telecom (www.viptel.sk). Information regarding the status of the complaint, the billing and accounting of Prices, as well as other issues, are provided by the company VM Telecom to the Subscriber using the email address: info@viptel.sk.

Article XI

Service work

1. The company VM Telecom answers questions on the customer service line or by email regarding offered products, services or billing method. Both the customer info line and the email contact serve for existing and potential customers of the company VM Telecom.

2. The company VM Telecom undertakes to commence work on eliminating a duly claimed Fault by 24 hours from it being reported and to eliminate the Fault in its network by 48 hours at the latest from it being reported by the Subscriber, where technically possible. If a Fault arises external to the network of the company VM Telecom or its repair depends on the collaboration of a third party, the eradication period depends on the nature and scope of the fault.



3. The Subscriber is obliged to report a Fault either by telephone to the Customer Service Line VIPTel: +421 20 28 20 29 or by electronic mail to podpora@viptel.sk.

4. The company VM Telecom does not bear responsibility for setting the internal structure of the Subscriber. Internal infrastructure is understood foremost, but not exclusively, as the setup of the internet, firewall, router, antivirus protection, VoIP switchboard and other VoIP equipment. If these settings prevent use of the Service, it is the responsibility of the Subscriber to secure the proper settings of its internal infrastructure.

Article XII

Data protection and telecommunications secrecy

1. The company VM Telecom, pursuant to § 43 subsection 2 item b) and § 56 subsection 3 of the Act, is authorised to collect and process data of the Subscriber, comprising telephone number, amount of unsettled liabilities and:

- in the case of a natural person, personal data: name, surname, academic title, address, citizen personal identification number, number of ID card or other identity document, citizenship;
- in the case of a sole trader: business name, place of business and identification number;
- in the case of a legal entity: business name, registered office and company identification number.

2. If the Subscriber does not grant consent to the processing of data for other purposes, the company VM Telecom is authorised to process personal data in compliance with the Act solely for the purpose of:

- concluding and executing the Services contract and amendments thereof, and communication with the Subscriber for this purpose;
- termination or transfer of numbers;
- billing, receipt and accounting of payments;
- accounting and assignment of receivables;
- processing list of Subscribers;
- submitting information as part of the activity of emergency call coordination and operations centres;
- co-operation and provision of collaboration as per the Act;

The personal data stated in item 1 will be processed by the company VM Telecom for the duration of the intended purpose, i.e. for the duration of force of the Services contract, unless stipulated otherwise. After the purpose ceases, the company VM Telecom will process these data only in cases permitted by the Act, foremost for the purpose of accounting payments or their depositing, registration and enforcement of receivables for the provided Service, arranging the submissions of users or to fulfil other obligations laid down by legal regulations, and to apply the rights of affected parties.

3. The company VM Telecom is authorised pursuant to the Act to acquire personal data also by producing excerpts, copying or scanning public deeds and documents submitted by the Subscriber.

4. Anyone coming into contact with the subject of telecommunications secrecy as per the Act is obliged to uphold this secrecy. This obligation applies equally to both the Subscriber and the company VM Telecom.

5. The company VM Telecom is authorised to process and preserve operational data as per the Act for the term during which the billing for the Service may still legally be contested, or a claim to payment still made, unless stipulated otherwise by the Act.

6. The Subscriber hereby acknowledges that the company VM Telecom is authorised to disclose information, data and operational data of the Subscriber that is acquired in line with this Article and/or the Act, this to the necessary extent:



- to third parties identified by business name and registered office address, a list of which is given on the website of the operator VM Telecom at www.viptel.sk, and which have been authorised by the operator to enforce receivables and other justified rights of the company VM Telecom toward the Subscriber; or intermediary identified by business name and registered office address, a list of which is given on the website of the operator VM Telecom at www.viptel.sk and which have been authorised by the operator with enforcement of receivables and other justified interests of the company VM Telecom toward the Subscriber;
- to the courts and other public administration bodies;
- to another Undertaking in compliance with § 55 subsection 1 of the Act;
- to a sales representative of the company VM Telecom identified by business name and registered office address, which are its intermediaries and a list of which is regularly updated on the website of the company VM Telecom at www.viptel.sk, this for the purposes of providing the Service or in connection with its provision.

Article XIII Marketing

1. The company VM Telecom, pursuant to § 62 subsection 2 of the Act, is authorised to acquire and process personal data of the Subscriber – natural person, for the purposes of direct marketing in the form of sending correspondence, calling, sending fax messages, email messages, including short message service (SMS), only with the prior consent of the Subscriber.
2. The scope of personal data processed for the purpose set out under item 1 is title, name, surname, address of residence, telephone number and email address of the Subscriber – natural entity.
3. The Subscriber may express its consent/disapproval to the processing of personal data specifically when entering into the Services contract. The Subscriber grants its consent for the whole period of force of the Services contract, or period of use of the services of VM Telecom. The Subscriber is entitled at any time to refuse such use of data, by delivering a written expression of will to the registered office of the company VM Telecom.
4. In line with § 62 subsection 3 of the Act, the company VM Telecom is authorised to process the business name, registered office, telephone and fax numbers, and email address of the Subscriber, which the company VM Telecom acquired in connection with the sale of goods and services and in compliance with the Act or specific legal regulations for the purpose of direct marketing in the form of sending correspondence, calling, sending fax messages, email messages, including short message service (SMS), this for an indefinite period also following cessation of the Services contract. The Subscriber is entitled at any time to refuse such use of the data, by delivering a written expression of will to the registered office of the company VM Telecom.

Article XIV Telephone directory

1. Pursuant to § 59 subsection 2 of the Act, the Subscriber is entitled to determine whether its data will be included to the telephone directory of the undertaking providing a universal service as per the Act and made accessible to providers of information services about telephone numbers or telephone directories. Relevant data for a telephone directory are: telephone number and name, surname, address of permanent residence or business name and/or business name and place of business. A Subscriber who has permanent residence or registered office or place of business located outside the territory of the Slovak Republic, hereby acknowledges and agrees that for the purposes of publishing its address in the directory, or for the purposes of the information service, it is possible to use the address of residence, organisational unit, business representation or other address stated in the Services contract, which is located in the territory of the Slovak Republic. Inclusion to the list is free of charge.
2. The Subscriber makes a choice whether its data are to be published as per item 1 of this Article or on a change of this choice in the telephone directory, and by way of the information services via the customer zone of the Subscriber on the internet site of the company VM Telecom (www.viptel.sk).



3. In the event of a specific agreement with the company VM Telecom, other data as determined by the Subscriber over and above the framework of relevant data as per item 1 of this Article may be published to the telephone directory of an undertaking providing a universal service as per the Act.

4. If a Subscriber – natural person requests not to have their personal data published or they did not grant consent to the publication of personal data in the telephone directory of a universal services provider as per the Act, the company VM Telecom may not publish their personal data in the telephone directory and may not hand them over or announce them to another company or other parties that issue telephone directories or provide information services about telephone numbers. The non-publication of a Subscriber's data in a telephone directory has no impact on the provision of information about malicious or threatening calls.

5. The Subscriber is liable for the truthfulness of provided data. The Subscriber is obliged to notify the Undertaking immediately about each change to the data published in the telephone directory and by way of the information services via the Customer Zone of the Subscriber on the internet site of the company VM Telecom (www.viptel.sk). If the Subscriber requests a change or the removal of an entry in the telephone directory, this change will be made at the next publication or next update of the telephone directory.

Article XV Liability for loss

1. The company VM Telecom and the Subscriber are liable for a loss caused to the other party as a consequence of breach of obligations arising on them from the Services contract and valid legal regulations.

2. The company VM Telecom is liable for a loss caused to the Subscriber by breach of its obligations in respect of the quality and scope of the Service, as well as in respect of the obligation to eradicate defects within the prescribed term, only in cases where the breach of obligations was caused by the action of the company VM Telecom.

3. In the event of liability for a loss as per subsections 1 and 2, the party that is in breach of obligations is obliged to settle the actual loss of the other party incurred for restoring the previous status or in cash, but not for lost profit.

4. Neither of the Parties are liable for a loss caused to the other party if arising as a result of breach of obligations arising on it from the Services contract and from other legal regulations, in cases where the breach of obligations is caused by circumstances excluding liability in compliance with the provisions of § 374 subsection 1 of the Commercial Code.

5. Neither Party is entitled to compensation of a loss if the failure to fulfil an obligation of one party is caused by the action of the aggrieved party or from lack of collaboration that was requested from the other party.

6. A natural person who enters into a Contract on behalf of a Subscriber – legal entity is liable personally for all legal consequences and incurred losses if the person was not authorised to act on behalf of the Subscriber – legal entity.

7. The company VM Telecom is not liable to the Subscriber for a loss incurred due to the failure to fulfil any of the conditions in Article VII of these General Terms and Conditions. To eliminate doubt, the company VM Telecom is not liable for a loss incurred by the Subscriber as a consequence of abuse of Equipment by third parties for making calls. The Subscriber is obliged to secure Equipment and its network from interventions of third parties. The Subscriber is also obliged to keep its access data to the Customer Zone and to the network of VIPTel confidential and not provide these data to third parties.

Article XVI Governing law and dispute resolution

1. Legal relations between the company VM Telecom and the Subscriber are set out foremost in the Services contract, which includes also these General Terms and Conditions. Rights and obligations of the Parties not dealt with in the Services contract and these General



Terms and Conditions are governed by the provisions of the Act, Act No. 513/1991 Coll. – Commercial Code, as later amended, and respective provisions of other legal regulations.

2. Legal relations between the company VM Telecom and the Subscriber are governed by the Slovak legal code, also in cases if the Subscriber is not a citizen of the Slovak Republic, does not have registered office or residence in the Slovak Republic, and also in cases where the Service is provided outside the territory of the Slovak Republic.

3. The Subscriber is obliged to resolve mutual disputes between the Subscriber and the company VM Telecom primarily with the company VM Telecom in the interests of resolving disputes by mutual agreement out of court. If, despite maximum mutual efforts to resolve a dispute, the dispute is not settled, the Subscriber or the company VM Telecom is authorised to submit the dispute for a ruling to the competent court with respective jurisdiction.

4. The Subscriber, in compliance with § 75 of the Act, may present a dispute with the company VM Telecom to the Telecommunications Regulatory Authority of the Slovak Republic in areas covered by the Act, this only after complaint proceedings and if not agreeing with the outcome of the complaint or with how it was dealt with. The particulars of the proposal to initiate out-of-court dispute resolution are governed by the Act under § 75. The Subscriber is obliged to present the proposal to initiate out-of-court dispute resolution to the Telecommunications Regulatory Authority of the Slovak Republic forthwith, no later than by 45 days from delivery of the complaint resolution. The outcome of successful dispute resolution consists of a written agreement that is binding for both Parties to the dispute.

Article XVII

Changes to the Services contract

1. A change to the Services contract is only possible by agreement of the Parties, unless stipulated otherwise. A change to the contract may only be executed in writing, whereby for the purposes of the contractual relationship a written form is always deemed email communication without secure electronic signature, meaning a change to the Services contract may also be agreed by email. The manner of changing the General Terms and Conditions and/or the Pricelist is governed in subsequent sections of this Article.

2. VM Telecom is obliged to notify the Subscriber about a fundamental change to contractual conditions which, based on the decision of VM Telecom, should affect the Subscriber, either in writing, by email, SMS or by telephone at least one month in advance and concurrently to inform Subscribers about their right to withdraw from the Services contract without sanction, if these changes are rejected; the reporting obligation is fulfilled also by notification of the Subscriber that there has been a fundamental change to the contractual conditions and also where these changes may be reviewed in detail.

3. A fundamental change to contractual conditions for the purposes of the General Terms and Conditions is understood as the kind of change to the Services contract that has the consequence of a direct increase in the price of provided services or the consequence of objective infringement of the rights of the Subscriber agreed in the Contract, objective worsening of the legal position of the Subscriber or extending its obligations over and above the obligations agreed in the Services contract. A fundamental change to contractual conditions does not apply to a change that satisfies the criteria as per the previous sentence, but which considering the extent and/or insignificant impact on the position of the Subscriber in the respective contractual relationship with the company VM Telecom, does not constitute a fundamental change.

4. VM Telecom is obliged to provide access of the Subscriber to information about all other changes to contractual conditions that do not constitute a fundamental change to contractual conditions by the first day of force and effect of the changes at the latest, this in the manner by responding on the public telephone number +421 2 20 28 20 28 or by publication on the internet site of VM Telecom (www.viptel.sk) or in some other demonstrable manner.

5. Regarding changes to the conditions of Service provision that are stated in the Pricelist, VM Telecom is authorised to amend the provisions of the Pricelist unilaterally, whereby the provisions of items 2,3 and 4 of the current Article shall apply accordingly in respect of notification of these changes.



6. Where the General Terms and Conditions or the Pricelist are amended as per item 3 of this Article, the agreement on a change to these documents is valid at the moment of first use of the Service by the Subscriber under the effect of the changed General Terms and Conditions or Pricelist, which the Subscriber was duly acquainted with as per item 2 of the current Article of these General Terms and Conditions, this with effect as of the date the respective change to the General Terms and Conditions or Pricelist takes effect, provided the Contract was not legitimately terminated as per item 4 of Article IX of the General Terms and Conditions.

Article XVIII

Final provisions

1. These General Terms and Conditions constitute an integral part of the Services contract concluded between the company VM Telecom and the Subscriber.
2. The company VM Telecom is authorised to amend and supplement the General Terms and conditions unilaterally in the manner set out under Article V herein.
3. All notifications as per the Services contract and these General Terms and Conditions shall be delivered by the Parties in person, by post to the address of the other party stated in the Services contract or announced by the party subsequently, by email (with or without secure electronic signature) to the email address given in the Services contract or announced subsequently by the party, or by secure upload via the website: subory.viptel.sk.
4. If any of the provisions of the General Terms and Conditions become or already are void, ineffective or unenforceable, the remaining provisions of the General Terms and Conditions that are not affected by the reason of invalidity shall remain in full force. The company VM Telecom undertakes to replace any void or ineffective provision with a valid, effective and enforceable provision, which by its content and meaning approximate the initial provision as closely as possible.
5. These General Terms and Conditions acquire force and take effect on 25.5.2018 as a change to the General Terms and Conditions effective to date, and which do not constitute a fundamental change to general conditions. The effect of these General Terms and Conditions repeals all previous general business terms.

Bratislava, dated 25.5.2018

Simon Hauf

Director