



# Services Contract

Contract No.:

Entered into pursuant to § 44 of Act 351/2011 Coll. on electronic communications, as amended, by and between:

## Provider:

VM Telecom, s. r. o., Panenská 8, 811 03 Bratislava, company ID (IČO): 35 837 594, VAT reg. no.: SK2020226098, registered with the Companies Register of the District Court of Bratislava I, Section: Sro, Entry ref. no.: 26684/B, a/c: 2621844109/1100, represented by: Simon Hauf, executive director

## Subscriber:

Name:		Surname:	
E-mail:		Telephone no.:	
Personal ID no.:			
Street:		House number:	
Municipality:		Postal code/ZIP:	
Contract term:	Contract concluded for an indefinite term	Country:	

## Place of service setup and provision:

Street:		House number:	
Municipality:		Postal code/ZIP:	

## Service:

Service name:	Voice over internet protocol	VIPTel program:	
Monthly fee:		Tax (20%):	
		Total:	

## Billing period:

The first billing period is from the Connection Day as per the General Terms and Conditions until the last day of the calendar month in which the Connection Day occurred.  
Each subsequent billing period - calendar month.

## Publication of subscriber details in a telephone directory:

Pursuant to § 59 subsection 2 of the Act on Electronic Communications, the Subscriber has the right to decide on the publication or non-publication of their personal data in a telephone directory and information services about subscriber numbers and to determine (i) whether these are to be included in the telephone directory of the universal services provider (where so determined, the telephone directory of VM Telecom or telephone directory issued by another party) and provided to the operator of telephone number directory enquiries and also (ii) to determine which personal data are included in the directory. Without the Subscriber's consent, VM Telecom will not disclose data of the Subscriber to a third party for this purpose. To eliminate doubt, Subscriber is not entitled to demand the creation and operation of a telephone directory. The Subscriber selects whether their data are to be published in such a manner by sending an email to VM Telecom, s.r.o. at [info@viptel.sk](mailto:info@viptel.sk).

## Beneficiary countries:

VM Telecom, s.r.o., Panenská 8, 811 03 Bratislava, Slovak Republic, registered with the Companies Register of the District Court of Bratislava I, Section: Sro, Entry ref. no.: 26684/B, company ID: 35 837 594, Tax ID: 2020226098, VAT reg. no.: SK2020226098, Tel.: +421220282028, Fax: +421220282030

Entered into pursuant to § 44 of Act 351/2011 Coll. on electronic communications, as amended, by and between:



1. By signing this Contract, the Subscriber confirms consent to the terms of service provision as agreed in this Contract and in the General Terms and Conditions of service provision of the company VM Telecom ("General Terms").
2. The monthly fee for provision of the service valid at the time the Contract is entered into is given in the Contract, while further details about the price of the service and changes thereof are given in the valid pricelist (rates card), which is available on the internet site of VM Telecom at <https://www.viptel.sk/cennik/> ("Pricelist"). The Subscriber confirms that he/she has become acquainted with the Pricelist. VM Telecom bills the Subscriber the price of the service by invoice once a month, after the billing period. The invoice is sent by VM Telecom to the Subscriber by post and/or email (without guaranteed electronic signature), unless the parties agree otherwise.
3. Other conditions on provision of the service, the manner of amending or terminating the Contract, changes to the Pricelist, as well as other rights and obligations of the parties hereof, are governed by the General Terms, which together with the valid Pricelist comprise an integral part of this Contract. The Subscriber hereby declares that he/she has become acquainted with the General Terms and consents to them without reservations. Concurrently, the Subscriber consents, until consent is revoked, to the processing of his/her personal data for marketing purposes of VM Telecom to the scope and under the conditions as set out in the General Terms.
4. The Subscriber is not authorised to serve notice to or withdraw from the Contract for the duration of the minimum contract term set out in the Contract for any reason other than fundamental breach of obligations by the company VM Telecom. At the same time, the Subscriber undertakes for the period of the minimum contract term not to take such action or allow such action that would entitle the company VM Telecom to withdraw from the Contract or serve notice to the Contract on grounds of breach of obligations by the Subscriber. If obligations as per this section are breached, the Subscriber is obliged to pay VM Telecom a contractual penalty to the amount as set out in the Contract. Payment of a contractual penalty has no bearing on the right of the company VM Telecom to request compensation of losses incurred by breach of obligations to the scope exceeding the contractual penalty.
5. If the company VM Telecom, in compliance with Article VIII of the General Terms, interrupts or limits provision of the service, the minimum contract term given in the Contract is automatically extended by the period for which the service provision was interrupted or limited.
6. If the Subscriber orders also equipment set out in the Contract above, this Contract is concurrently deemed a purchase contract, the subject of which is the equipment. The Subscriber acquires ownership on the day the purchase price of the equipment is paid. VM Telecom is obliged to deliver the equipment to the Subscriber by 14 days from when the Contract takes effect.
7. VM Telecom will send invoices and other communication to the Subscriber using the contact details (name, surname, residence, email address or business name, registered office/place of business, email address) stated in the Contract or using other contact details announced by Subscriber at least 7 days in advance.
8. Amendments and additions to this Contract may only be executed in written form, whereby for the purposes of the contractual relationship a written form is always deemed also as email communication without guaranteed electronic signature, and so changes to the Contract may be agreed also via email. The manner and conditions of changes to General Terms and the Pricelist are set out in the General Terms.
9. This Contract acquires force and takes effect on the day it is signed by both parties or on the day when acceptance of the proposal to conclude the contract acquired force. To eliminate doubt, presentation of a duly signed contract by Subscriber to the company VM Telecom (in person, by post or email) is regarded as a proposal to conclude a contract under the terms set out in the contract and in the General Terms, to which the Subscriber is bound for a period of 30 days from delivery of the proposal to VM Telecom. Signing of the Contract on the side of VM Telecom is deemed acceptance of the proposal. VM Telecom delivers a signed Contract to the Subscriber in person, by post, by email or publishes it in the Subscriber customer zone. Acceptance of the proposal takes effect on that day.
10. If the Subscriber delivers a signed proposal to enter into a contract to VM Telecom as per subsection 9 of the Contract by email without guaranteed electronic signature, VM Telecom may, in the event of doubt about the content of the legal act or about the person executing the legal act, request the Subscriber to deliver a signed draft Contract in person or by post, and is entitled not to accept the draft Contract until this obligation is satisfied. In such an event, the Subscriber is obliged to deliver the proposal to enter into a contract at the latest by 10 days from delivery of the call, whereby VM Telecom may do so anytime during the contractual relationship with the Subscriber and suspend provision of the Services if the Subscriber fails to fulfil this obligation by the term as per the previous sentence. If the Subscriber was enabled use of Services before entering into a contract as per subsection 9 and the Subscriber used the services, this use is governed by the General Terms, with which the Subscriber hereby agrees. Use of the services in this period will be charged according to prices as per the Pricelist for the program selected by the Subscriber in the invoice for the first billing period.
11. The contractual relationship of the parties founded on this Contract is governed by the provisions of Act No. 513/1991 Coll. (Commercial Code), as later amended, except for rights and obligations of the parties that are governed by Act No. 351/2011 Coll. on electronic communications.



Place and date:

Place and date:

\_\_\_\_\_, Subscriber

VM Telecom, s.r.o., Provider  
represented by Simon Hauf, executive director