

AGREEMENT ABOUT PROVISION OF TELECOMMUNICATIONS SERVICES



Agreement about provision of telecommunications services within the network AIRWAYNET pursuant to the Civil Code and the provision about consumer protection for natural person, in accordance with § 273 Art. 1, Act No. 513/1991 Coll., the Commercial Code for legal entities, hereinafter referred to as „Agreement“ between: AIRWAYNET a.s., Hládkov 920/12, 169 00 Praha 6, represented by Mr. Miloslav Novák, registered at the Municipal Court in Prague, Section B, Entry 3877, Reg. No.: 61058068, VAT ID: CZ61058068 as provider of the network AIRWAYNET, hereinafter referred to as „Provider“, and

Name: name and surname or company's name/representative (trade register, full power) **Identification:** date of birth, ID No., passport No. or company registration No.
Address: domicile or registered office **Phone:** contact phone number

Hereinafter referred to as „User“

I. SUBJECT OF AGREEMENT

This Agreement binds Provider to provide User with telecommunications services within the framework and conditions of this Agreement, annexes and the General Terms and Conditions.

II. SPECIFICATION OF SERVICES

Unlimited Internet connection 24/7, including a free-of-charge installation and activation.

Tariff*: tariff name **Speed:** download / upload (kb/s) **Aggregation:** max. aggreg. **Date of start:** required date of start
Address: installation address / apartment / floor **Power supply:**
IP: assigned IP address **Public IP:** **Device**:** type of endpoint device / serial number **Installation fee:** cash in CZK **Deposit:** CZK

* * During the contract, the Provider may change the tariff in the specification parameters: speed - only increase and aggregation - only reduce. The Provider change tariff, exactly downgrade to a lower tariff, after submission by the User and after the expiry of agreed commitment to use the service. ** In the case of filling the field „Device“, was lent terminal device (hereinafter referred to as „Device“) to the user for free. **User confirms overtaking of the Device with its signature of this agreement.** The loan is subjected to the Provider's conditions and relevant special offer. The device is Provider's property. In the case of termination of the Agreement or price decrease for provided services, User will be liable to return undamaged Device to Provider. If device not returned, Provider is entitled to charge purchase price of the Device.

III. PRICE AND MODE OF PAYMENT

The below specified price is invoiced on a monthly basis. An invoice is issued on the 15th day of a current month based on invoicing details (bank account number: 2104414848/2700, variable symbol, constant symbol, due date) listed in the invoice.

Price: Price in CZK including VAT (monthly tariff and other ordered services including VAT) **Mode of payment via bank transfer:** **or pay slip:**
Sending an invoice via the post: **or via email:** **to (address):** postal address or email address

IV. FINAL PROVISIONS

- This Agreement is concluded for a fixed period with a commitment to **use the service for: 24 12 6 1 month (s) from the date of execution.** (valid marked with ring)
- The agreement may be terminated after the above stated period of time at the earliest. Withdrawal from the agreement is to be effected by User towards Provider in writing for no particular reason given with a one-month notice. The term for the withdrawal starts from the first day of the following calendar month after the withdrawal delivered. If no withdrawal delivered, **the agreement is considered indefinite**, continuously one-month withdrawal notice applies.
- Other rights and liabilities of the contractual parties comply with the General conditions for provision of public telecommunication services IP, that are integral part of this Agreement.
- In case of conflict between the Agreement and the General conditions for provision of public telecommunication services IP, the Agreement takes precedence.
- The Agreement is executed in two copies having the validity of the original copy. Each party of the Agreement will be given one copy.
- The legal relations not settled by this contract explicitly are governed by the legal regulations of the Czech Republic, namely the Civil Code, alternatively the Commercial Code and Act No. 127/2005 on electronic communications as amended.
- If cash deposit paid by User, this will be refunded after services duly terminated, i.e. all liabilities of User towards Provider must be satisfied. Otherwise, Provider is entitled to use the deposit as compensation for User's liabilities.

By signing this Agreement, I express my authorization to act in the name of User. Furthermore, I express my consent and a full understanding to the General Terms and Conditions of Airwaynet, a.s., that I commit myself to adhere to. Besides, I proclaim that I have received and took into account relevant documentation and information as regards the network Airwaynet. Moreover, I agree that the installation be carried out by the Provider's technician.

Prague, agreement concluded on

Provider:

User: