

**General Conditions on the
Provision of Other Services of Quantcom a.s.**

1. Subject of General Conditions

1.1. The General Conditions on the Provision of Other Services (hereinafter referred to as "GCPOS") specify the conditions under which Quantcom a.s. provides services which are not electronic communication services.

1.2. Unless otherwise agreed in writing, the General Conditions of Quantcom a.s. (hereinafter referred to as the "Provider") issued in accordance with the provisions of § 1751 of the Civil Code, contractual relationships arising between the Provider and a natural or legal person as a subscriber to the service (hereinafter referred to as the "Subscriber") specified in the Contract and the Product Specification.

1.3. The Contractual Relationship between the Subscriber and the Provider is established on the basis of the signing of the document marked as Contract and Product Specification (by e-mail, fax or post) by the Subscriber and their written acceptance by the Provider (by e-mail, fax or post).

1.4. These conditions are binding for the Subscriber from the moment the Contract is concluded and are its integral part thereof.

1.5. The application of any other general business and delivery conditions, to which the Subscriber may in any way refer to in their Order, is hereby expressly excluded.

2. Definition of Basic Concepts

2.1. The following words in these General Conditions have the meaning given below. Their meaning shall remain unchanged even when used in the plural. The concepts listed in these General Conditions relate to all Contractual Documents.

- **Appointed Person:** a person authorized to represent the Contracting Party in the matter of the implementation of the Order.

- **Authorized Person:** the person who is authorized to perform legal acts on behalf of a contracting party.

- **Authorized Signature:** the written or electronic signature of the Authorized Person based on a qualified certificate issued by an accredited provider of certification services pursuant to a special legal regulation. An electronic signature can be used only when the Provider offers this signature form to the Subscriber. If the possibility of electronic signature is offered to the Subscriber and the Provider uses it for the conclusion of contractual relationships with the Subscriber or in communication with the Subscriber, then, if these General Conditions mention the possibility of any communications or notifications between the Provider and the Subscriber "in writing", this will also apply to the use of the electronic signature.

- **Contract:** a Master Contract for the provision of services concluded between the Provider and the Subscriber. The Master Contract regulates the basic relations between the Provider and the Subscriber, when Product Specifications are concluded for individual Services, which are partial contracts in relation to the Master Contract.

- **Contractual Documents:** the GCPOS, the Master Contract for the Provision of Services, Product Specification, Technical Specification, Operations Rules of the Collocation Center of the Provider, Price List of Works and Selected Services, SLA.

- **Electronic Communication Services:** services provided by the Provider, which are considered electronic communication services in accordance with Act No. 127/2005 Coll., On Electronic Communications, as amended. These General Conditions do not apply to Electronic Communication Services, they are governed by the provisions of Quantcom's General Terms and Conditions on the Provision of Electronic Communication Services.

- **Master Contract for the Provision of Services:** a contract concluded between the Provider and the Subscriber, which regulates the basic relations between the Provider and the Subscriber when Product Specifications are concluded for individual Services, which are sub-contracts in relation to the Master Contract.

- **Operation Rules of the Collocation Center of the Provider:** a document which regulates the conditions for the use of the services of the Collocation Center of the Provider or a contractual partner and which is included in the documents provided to the Subscriber in printed form and/or in the form of a document posted on the website of the Provider. It applies only to those Subscribers who use the Services of the Collocation Center of the Provider. The Subscriber certifies their knowledge of the Operation Rules of the Collocation Center of the Provider by signing the Contract. An updated version of the Operation Regulations Rules of the Collocation Center of the Provider, which is binding for the Subscriber and the Provider, is posted on the website of the Provider. Respective Subscribers are notified of any alteration to the Operation Rules of the Collocation Center of the Provider in the same way they are notified of any alteration to the GCPOS.

- **Other Services:** services provided by the Provider to the Subscriber, which are not electronic communication services in accordance with Act No. 127/2005 Coll., On Electronic Communications, as amended.

- **Price List of Works and Selected Services:** a contractual document that determines prices for individual works and technical performances related to the provision of the Service, or other Services beyond the scope of the Product Specification. The currently valid Price List of Works and Selected Services is available on the website of the Provider.

- **Product Specification:** a document that includes, in particular, the technical description and specification of the service, the price for the service and other data. The Product Specification may be changed based on the agreement of the Contracting Parties, on the basis of another written Product Specification sent by letter, electronic form, fax or combined, and confirmed by the Provider or due to a change in the prices listed below.

- **Provider:** services are provided by Quantcom a.s., business ID 28175492, registered office at Křižíkova

- **SLA:** a document that determines the parameters and quality of services provided, along with sanctions for non-compliance. The SLA is determined by the Product or Technical Specification, if it is determined by reference to the relevant type, which is published on the Provider's website, or forms an appendix to the relevant Product Specification, if it is agreed between the parties individually.

- **Technical Specification:** a document that is created only in the case of some Services and which in such cases contains detailed technical conditions for the provision of the Service. It does not contain business, price or payment terms.

3. Price of Services and Payment Terms

3.1. The price of the Services is indicated for each individual Service in the relevant Product Specification. The price does not include VAT and may be changed in accordance with the GCPOS, or by an agreement between the Provider and the Subscriber.

3.2. The price of works and technical performances beyond the scope specified in the Product Specification is governed by the current Price List of Works and Selected Services available on the Provider's website, unless a different price has been agreed in writing. The price is determined according to the Price List of Works and Selected Services effective on the day of creating the Order.

3.3. The Subscriber shall pay the price for the Services provided as well as any surcharges and VAT properly and on time.

3.4. The billing statement for the Service with the indicated billing period shall be sent by the Provider to the Subscriber electronically. Sending invoices electronically is always free of charge. The Subscriber is entitled to prompt the Provider to deliver the invoice by post. The Provider is entitled to charge a fee for such a delivery. In the case of sending the invoice by several methods, each method of delivery is considered conclusive. The billing statement shall always be sent so that it can be delivered to the Subscriber within 15 days from the end of the billing period.

3.5. The Subscriber shall pay the charged amount to the Provider's bank account so that the amount is credited to the account no later than the due date; otherwise the Subscriber is in default.

3.6. The billed amount is always due on the 15th of the following month, unless stated otherwise. If the Subscriber has not received the bill or if they have not received the bill in time according to the provisions of the Product Specification, they shall pay fixed payments or lump-sum payments to the Provider's account by the 15th day of the following month. The difference between the payments remitted this way and the payments in full, which the Subscriber is obliged to make during the billing period, shall be billed to the Subscriber by the Provider on an alternative date. If the Subscriber has made payments according to this article and then received their billing statement in the full amount to which he is obliged for the billing period, they shall pay the difference between the already remitted payment according to this article and the payments in full without receiving a statement of the difference in payments according to this article. Regular payments are charged

from the day the Service is activated to the Subscriber retroactively to the last day of the billing period, unless otherwise agreed between the Contracting Parties.

3.7. In the event that the Subscriber does not pay the invoice for the Services by the due date of this invoice, the Provider is entitled to charge the statutory interest on late payment for each started day of delay in payment. Any late payment of statutory interest shall be indicated on the invoice for the Services in the calendar month following the month in which the late payment of the invoice occurred.

3.8. In the event that the Subscriber has entered into a Contract for a fixed period of time or has undertaken to subscribe to the Service for a certain minimum period of time and the obligation is terminated by cancellation or by agreement of the Contracting Parties, the Provider is entitled to bill the Subscriber for all payments for the period between the end of the notice period and the expiration of the specified minimum period use or the expiration of a certain period, in an amount that corresponds to the sum of the monthly flat-rates remaining until the end of the agreed duration of the Contract, or the sum of the minimum agreed monthly payment remaining until the end of the agreed duration of the Contract.

3.9. The Subscriber may request the Provider, at any time during the duration of the Contract, to notify them about the agreed current prices for the Services provided in writing.

3.10. Fixed payments are charged from the day the Service is handed over to the Subscriber. Fixed payments for an incomplete billing period are calculated as the payment for one day of the billing period multiplied by the length of the incomplete billing period. The payment per day is calculated as the fixed payment for the billing period divided by the real number of days in the billing period. If the Service is changed, the price for the changed Service is charged from the date of the change.

3.11. No part of the price for the Services provided may be paid by third-party claims or offsetting the Subscriber's own claim against the Provider, unless the Contracting Parties agree otherwise.

4. Service activation, settings and operations

4.1. The Service is considered to have been handed over and properly activated on the date of signing the handover protocol or on the day of the first use of the Service. The handover protocol is (unless the Subscriber signs earlier) considered duly signed by the Subscriber on the third business day after the date of delivery of the handover protocol by the Provider. The Subscriber shall check that the Service meets the conditions according to the Product Specification with two business days from the date of delivery of the handover protocol, and notify the Provider of any deficiencies within the specified period. The right of the Parties to performance arises on the date of signing the handover protocol or the alternative date according to this article.

4.2. Any change to the service based on the Subscriber's request made on the basis of the Product Specification, or according to the procedure specified in it, is considered to have been activated either at the moment of the Provider's written notification to the Subscriber about the activation and change of the Service, or at the moment of the first use of the Service by the Subscriber. The day of activation is considered to be the one that occurs earlier. The moment of delivery of the notification about the

activation of the Service is considered to be the day after the notification was sent to the Subscriber's contact, with the Subscriber being responsible for functional and available contact addresses or numbers.

4.3. Setting up and managing the Service by the Subscriber is solely their responsibility, with the provision that the Provider is not responsible for the incorrect procedure of the Subscriber.

5. Defects, Problems and Service Actions

5.1. After the Subscriber reports a defect, the Provider is obliged to immediately start working on its elimination, and to eliminate the defect as soon as possible. If the Subscriber finds a defect in the Service of the Provider, the Subscriber shall report it without any unnecessary delay to the contact points of the Provider, either by phone, fax, email, or in another manner facilitating the identification of the Subscriber. When reporting a defect, the Subscriber is obliged to identify themselves in a manner which prevents its identity from being mistaken with another Subscriber; if a defect is not reported in a manner which, at the same time, automatically identifies the Subscriber, to report the Product Specification number under which the contractual relationship between the Provider and the Subscriber was entered into, and to clearly identify the Service in which the defect is being reported. If the Subscriber fails to prove the abovementioned identification when reporting a defect, the Provider is not responsible for the proper and timely elimination of the defect, and the Provider is entitled to refuse to eliminate the defect in justified cases until the abovementioned identification of the Subscriber is properly proven.

5.2. The Provider is responsible only for defects and problems on its side. The Provider has the right to charge the Subscriber the costs of the assessment and elimination of a defect in cases where it is objectively proven, after the defect is reported, that the defect was caused by the Subscriber, or that it did not exist at all.

5.3. The Provider is not responsible for non-functionality of the Service, limitation of its functionality or incorrect operation, if this occurred as a result of intervention by the Subscriber or third parties in the settings of the Service or as a result of changes to the configuration of the Service not addressed by the Subscriber in advance.

6. Conditions of Complaints

6.1. The Subscriber has the right to make claims on the quality, scope and the price level of the Service. A complaint must be submitted in writing by post, fax, electronically, or in person to the contact places of the Provider. The complaint must be submitted without unnecessary delay within two months from the date the claimed issue arose, i.e. from delivery of the bill for the Service, or from faulty provision of the Service; the right to claim shall otherwise terminate. Submitting a complaint about the amount of the charged price shall not have the effect of suspending payment obligation and the Subscriber is still obliged to pay the price for the provided Service by the due date of the respective bill, at the latest.

7. Limitation of Liability

7.1. The Provider does not guarantee the performance or results that the Subscriber will achieve by using the Service. The Service is provided "as is" and the

Provider makes no express or implied warranties or conditions implied by law, common law, case law or other legal theory, including but not limited to implied warranties or conditions of non-infringement of third party rights, ownership claim, merchantability, suitable quality or fitness for a particular purpose. The Provider does not guarantee that any solution will function uninterrupted or error-free, that it will function correctly on any device or with any particular configuration of hardware and/or software, or that it will fully protect the integrity of selected data and information or content stored or transmitted over the Internet.

7.2. Neither the Provider nor its representatives, licensors, officials, suppliers, distributors, sales representatives, or other business partners of the Provider shall, to the maximum extent permitted by applicable laws, be liable to the Subscriber or third parties for:

7.2.1. No indirect, consequential, incidental, punitive, special or exemplary damages or compensation, regardless of cause or concept of liability;

7.2.2. Damages resulting from loss of business opportunities, profit or revenue, loss of privacy, inability to use the device or solution (including but not limited to the given solution), unnecessary expenses, cost of replacement or replacement of goods, services or digital products, business interruption, unauthorized disclosure or loss (including damage, degradation or unavailability) of data or information of any nature (regardless of whether any of the foregoing losses, damages, costs or expenses constitute direct or indirect losses or damages); or

7.2.3. Any other monetary or non-monetary losses or damages incurred in connection with the Service; even if the Provider has been warned of the possibility of such losses or damages. Without prejudice to any contrary provisions of the Contract or other Contractual Documents, the Provider shall not be liable to the Subscriber or any other third party for any losses or damages (direct or indirect) for unauthorized access or any damage, degradation, unavailability, erasure, theft, destruction, alteration, disclosure or loss of data, information or content transmitted, received or stored through or in connection with the solution, regardless of the cause.

7.3. Exclusions and limitations of the Provider's liability contained in these General Conditions do not limit or exclude their potential liability for:

7.3.1. Death, personal injury or fraudulent conduct beyond the scope permitted by applicable law;

7.3.2. Matters that may not otherwise be limited or excluded by law.

8. Limitation and Suspension of Service Provision

8.1. The Provider is entitled to suspend or limit the provision of the Service for the necessary period of time due to: prevention from imminent congestion of the communication network, mitigation of the effects of exceptional or temporary congestion of the communication network, or other danger threatening the property of the Subscriber, the Provider or third parties; carrying out maintenance or repairs; crisis situations; other serious technical or operational situations that make it difficult or impossible to provide the Service; existence of circumstances excluding liability (force majeure); maintaining the integrity and security of the network, Services provided through this network; in the case of the Provider's obligation due to compliance with applicable legal regulations or the decision of the relevant state or judicial authority; reasonable suspicion that the Subscriber is using or intends to use the Service in violation of the Product Specification or legal regulations or in case of misuse of the

Service or suspicion of misuse of the Service by the Subscriber or a third party; the Subscriber is using the service contrary to the agreed purpose, or the manner in which he is using the Service restricts or disrupts the activities of the Provider; the Subscriber is in arrears with the payment for the Service provided and has not resolved the issue even within seven days from the delivery of the request for correction. The Provider is not responsible for damages or other detriments to the Subscriber caused by the limitation or suspension of the Service for the reasons stated above. A notice is considered provable if it is sent by the Provider to the Subscriber in the same way as a billing. By signing the Contract, the Subscriber agrees to this method of notification.

8.2. Limitation or suspension of the Service due to a reason on the part of the Subscriber, in particular late payment or non-compliance with the Contract Terms, does not limit the Provider's claims to payment of prices according to the Product Specification or other Contractual Documents.

8.3. Immediately after the reasons for limiting or suspending the Service according to the previous articles have passed, the Provider will resume the operation of the Service. The Provider is entitled, if the Service has been restricted or suspended for a reason on the Subscriber's part, to charge the Subscriber a fee for the resumption of the restricted or suspended Service. In particularly noteworthy cases, the fee according to this article may not be charged by the Provider.

9. Rights and Obligations of the Provider

9.1. The Provider is obliged:

9.1.1. To install and provide Services to the Subscriber who requests them, and this shall be done in accordance with the Contract and other Contractual Documents;

9.1.2. To enable the Subscriber to become acquainted with the valid Contractual Documents for the Service ordered by the Subscriber;

9.1.3. To hand over to the Subscriber the documentation necessary for the proper operation of the Service, including the documentation of the manufacturer of the equipment intended for the operation of the Service in the language in which the Provider received it from the manufacturer;

9.1.4. When signing the Contract and/or within the agreed period, to provide the Subscriber's responsible persons with the access data required to use the Service;

9.1.5. To provide the Subscriber with sufficient information for the provision of the Service (an initial training session) and the necessary cooperation for the proper initiation and provision of the Service;

9.1.6. To inform the Subscriber about any substantial changes in the Contract, GCPOS, Price List of Works and Selected Services, Product Specification and Technical Specification at least one month prior to such a change coming into effect; this shall be done in electronic form (by e-mail or by publishing it on the Provider's website), unless agreed upon differently between the Contracting Parties.

9.2. The Provider is entitled:

9.2.1. To make unilateral alterations to the prices of the provided Services on the grounds of an alteration to the prices of inputs, as a consequence of legislative changes, on the basis of the intervention of the regulator, or as a consequence of changes in the overall evolution of the telecommunication market, any time throughout the course of a calendar year, and in an amount corresponding to the inflation rate expressed by the increase in the average annual consumer price index in the Czech Republic for the

previous calendar year, published by the Czech Statistical Office, without such a price increase meaning an alteration to the Contract, the Order, the Product or the Technical Specification;

9.2.2. To make unilateral alterations to the GCPOS; the Subscriber shall be notified of such alterations in writing; written notifications can also be made by e-mail, fax, or in the billing for services. In the case of disputes, the Provider shall be considered to have fulfilled their obligation by having sent a notification to the Subscriber at their last known address, telephone number or electronic mail contact. The rights and obligations of the Subscriber related to the alteration to the General Conditions are determined by Law;

9.2.3. To make alterations to the functions of the Service, to change its settings, or to cancel the Service entirely; the Provider is obliged to notify of the cancellation of the Service at least two months in advance; in the event that the Provider does not specify the date of change or cancellation according to this article, it shall be considered that the change or cancellation takes place within a period of 2 months from the date of delivery of such a notification;

9.2.4. To use legal means for verifying the credibility of the Subscriber and their ability to meet their obligations, with which the Subscriber agrees;

9.2.5. To limit the provision of the Service pursuant to Article 8 of the General Conditions.

10. Rights and Obligations of the Subscriber

10.1. The Subscriber is obliged:

10.1.1. To use the Service in accordance with the Contract, the relevant legal regulations and the purpose for which it is installed;

10.1.2. To pay the price for the provided Service duly and in time;

10.1.3. To connect only equipment which has valid technical and safety certificates obligatory in the Czech Republic and which is capable of receiving the Service to the equipment of the Provider. The Subscriber is responsible for the condition and setup of the equipment they connect to the equipment of the Provider, including the setup of parameters;

10.1.4. To immediately report to the Provider any known facts which could negatively influence the provision of the Service;

10.1.5. To report in writing any changes in their identification data which form a necessary part of the Contract within 14 days from the date such a change comes into effect; in a case where this obligation is not met, the Subscriber shall be liable for any damages that arise;

10.1.6. To provide the Provider with the cooperation needed;

10.1.7. When signing the Contract, to indicate the persons authorized to administer the Service, i.e. Authorized Persons and Appointed Persons, and to notify in writing of a change in such data well in advance, if this is not possible, then immediately after such a change occurs; the Provider is not liable for any damage arising as a result of late notification or non-notification of this fact;

10.1.8. To prevent any third parties from accessing the provided Services, unless otherwise stated in the Contract, as well as to prevent misuse of access data by a third party.

10.2. The Subscriber is entitled:

10.2.1. To use the Service in accordance with the Contract, the relevant legal regulations, and in the manner and for the purposes for which the Service has been designed;

10.2.2. If it is part of the Service, to perform configuration interventions to the extent specified by the Product Specification. Such interventions may fully or partially affect the operation of the device, or the functionality of other Services, therefore the Subscriber is entitled to perform configuration interventions solely at their own risk. In such a

case, the Provider is not responsible for compliance with the SLA for other Services.

- 10.2.3. To request a change in the Contract;
- 10.2.4. To contact the Provider with comments and requests;
- 10.2.5. To lodge claims against the extent and quality of the Service and the price charged.

11. Protection of Confidential Information and Data

11.1. The Contracting Parties undertake to ensure that all information and data concerning the other Contracting Party which arise from the contractual relationship based on the Contract and the Product Specification, or which they obtain in connection with its performance be processed and used only pursuant to generally binding legal regulations (particularly Act n. 110/2019 of Coll., On the GDPR, Act n. 133/2000 of Coll., On Register of Population and Birth Numbers and On Amendment to Some Related Acts), the Product Specification or with an agreement of the Contracting Parties. Further information about processing personal data, including information about the rights of the subjects of the data and ways to apply them, is available on the Provider's website in the document "Rules for Processing Personal Information of Quantcom Customers Following the GDPR". This pledge also remains valid after termination of the Contractual Relationship.

11.2. The Subscriber hereby grants the Provider and companies directly or indirectly controlled by the Provider, or companies directly or indirectly controlled by the same person as the Provider, or companies directly or indirectly controlling the Provider, the approval for the processing of the personal or identification data processed out of the scope of the law for the purposes listed below, this throughout the duration period of the subscriber relationship and for 12 months after the termination of the Contractual Relationship; the use of details of their electronic contact for purposes of spreading business messages in the sense of § 7 of Act n. 480/2004 of Coll., On Certain Services Of Information Society; the provision of value added services, if they come into consideration pursuant to the specific type of service; the use of automated calling systems without human intervention for the purposes of direct marketing.

11.3. The approval of the processing of data for the purposes pursuant to the article above is voluntary. The Subscriber has the right to rescind approval of such processing at any time. The Subscriber hereby authorizes the Provider to pass the data obtained for the purposes stated in the article above for processing by third parties which provide the Provider with the particular following services – marketing support, publication of directories or provision of value added services.

11.4. The Subscriber gives explicit approval for their telephone calls with the operator of the Customer Center of the Provider, with another employee of the Provider or their contractual partner to be monitored and recorded by the Provider, exclusively for the purpose of internal checks on the quality of the provided Services, increasing their quality and protection of just interests of the Provider, and the Subscriber approves of the respective recording of the telephone call being backed up for the necessary time by the Provider.

11.5. Both the Provider and the Subscriber are obliged to maintain secrecy on confidential information related to important conditions of the Product Specification, and on confidential information obtained in the course of negotiations and in the implementation of the Service. This information can be provided to third persons only in cases set down by the law, or based on a mutual agreement.

12. Duration, Alteration and Termination of the Product Specification and the Contract

12.1. The Product Specification shall be concluded in writing for an indefinite period and it shall bear authorized signatures of Contracting Parties. The Product Specification can be altered through the replacement of a valid Product Specification with a new Product Specification signed by both Contracting Parties. The Product Specification can also be concluded using means for remote communication, in particular through a form within the Provider's portal, or by e-mail with a guaranteed signature of the Contracting Parties.

12.2. The transfer of the obligations and rights of the Subscriber to a third party can be carried out only with the written approval of the Provider.

12.3. If the Product Specification is changed or terminated before the start of the Service, the Subscriber is obliged to reimburse the Provider for the funds already spent.

12.4. The Contractual Relationship shall end when the agreed time period expires, by cancellation, withdrawal of one the Contracting Parties from the Contractual Relationship, by death or end of the Subscriber, or by an agreement of the Contracting Parties.

12.5. The Provider is entitled to unilaterally alter the conditions for the provision of the Service to a reasonable extent. In the case of a major alteration to these conditions, the Provider is obliged to publish the information about this change at each of its places of business, with a method that allows remote access no later than 1 month before this change comes into effect; the Provider shall also inform the Subscriber about this change. If the change is concerned with major requisites of the Product Specification, the Subscriber is also entitled to withdraw from the Product Specification as of the date this alteration comes into effect, without any sanctions, if the Subscriber does not accept the new conditions. The Subscriber shall not have this right if such changes occur on the basis of a generally binding legal regulation, a ruling of an administrative body or court or if the Provider, after the objection of the Subscriber in regard to the worsening of the contractual conditions, maintains the original Contractual Conditions valid for the Subscriber.

12.6. In other cases, unless otherwise stated contractually or in these Conditions, the Contracting Parties can cancel the Product Specification without giving any reasons with a three-month cancellation period. The notice period begins to run from the first day of the month following the day on which the written notice in paper form was delivered to the other Party.

12.7. A written reminder, cancellation or withdrawal from the Product Specification is considered to be delivered as of the day of their real delivery, but at the latest, on the third business day following the day of the written reminder, cancellation or withdrawal was handed over to be delivered at the address of the other Contracting Party, as written in the Contract and/or the Product Specification. If a Contracting Party does not take delivery of another written

document than stated in the previous sentence within 14 days from the day it was at the mail carrier, this written document shall be considered delivered as of the last day of the period, even if the addressee has not learned of its placement.

12.8. Withdrawal from the Product Specification, cancellation of the Product Specification or expiry of the Product Specification does not imply cessation of the obligation to settle all Contractual Obligations as well as of the right of the Contracting Party to compensation for damage or a Contractual Penalty, if previously agreed. All obligations shall be settled within 30 calendar days after the end of the Contractual Relationship.

13. Prices for Services, Payment Conditions, and Other Provisions

13.1. The price for the provided Services and the terms of payment are set out in the Product Specification and the Price List of Works and Selected Services valid on the date of signing the Contract, or the order of works.

13.2. Payment for the Services with the indicated billing period shall be billed and sent by the Provider to the Subscriber electronically. Electronic billing is always free of charge. The Subscriber has the right to prompt the Provider to deliver the billing as a postal consignment. For such a delivery, the Provider shall charge a fee according to the Price List of Works and Selected Services. In the case of multiple means of billing delivery, each means shall be considered evidentiary. The billing will always be dispatched in such a way as to be delivered to the Subscriber within 15 days of the end of the billing period.

13.3. The Subscriber is obliged to remit the billed amount to the account of the Provider so that the account of the Provider is credited with the amount on the maturity date, at the latest; otherwise, the Subscriber is in default. The maturity of the billed amount in the case of one-off Services is 14 days, in the case of regular payment, always the 15th day of the following month, unless otherwise specified. If the Subscriber does not receive the bill at all or does not receive the bill in time pursuant to these General Conditions, the Subscriber is obliged to remit the fixed or lump-sum payments to the account of the Provider before the 15th day of the following month. The difference between the payments remitted in this way and the full payments which the Subscriber is obliged to pay for the billed period will be billed by the Provider to the Subscriber on an alternative date. If the Subscriber has remitted the payments pursuant to this article and then received a bill for the full amount which the Subscriber should pay for the billed period, the Subscriber is obliged to pay the difference between the amount of the payment already remitted and the full payment, without receiving a bill for the difference in accordance with this article.

13.4. One-off Services shall be included by the Provider in the closest billing period following the one-off Service being provided to the Subscriber.

13.5. Regular payments are billed from the day of delivery of the Service to the Subscriber retrospectively to the last day of the billing period, unless otherwise stipulated by the Contracting Parties.

13.6. If the Service is paid in advance (known as subscription), the amount shall be paid on the basis of an invoice – tax document with a maturity of one day before the start of the prepaid period.

13.7. In the event that the Subscriber does not pay the invoice for the payment of the Services by the due date of this invoice, the Provider is entitled to charge the statutory interest on delay for each day of delay. The possible calculation of legal interest for late payment will be indicated in the billing of payment for the Services in the calendar month following the month in which the payment of the invoice was delayed.

13.8. If the Subscriber enters into the Contract, the Order,

the Product Specification or the Technical Specification for a fixed period, or committed to using the Service for a certain minimum period, and the commitment specified in the Contract, the Order, the Product Specification or the Technical Specification is terminated due to a cancellation or an agreement of the Contracting Parties, the Provider is entitled to charge the Subscriber all payments for the period between the end of the notice period and the expiry of the specified minimum use period or the expiry of a certain period in the amount of the total of the fixed monthly payments remaining up to the end of the agreed length of the Contract, or the total of the agreed minimum monthly charge remaining up to the end of the agreed length of the Contract.

13.9. When signing the Contract, the Subscriber shall get acquainted with the Price List of Works and Selected Services valid on the date of signing the Contract; the agreed price for the Services will be presented in the Product Specification.

13.10. Fixed payments are billed from the day of delivery of the Service to the Subscriber. Fixed payments for an incomplete billing period are calculated as a payment for one day of the billing period multiplied by the length of the incomplete billing period. A payment for one day is calculated as the fixed payment for the billing period divided by the real number of days in the billing period.

13.11. Variable payments are billed on the basis of a measured unit pursuant to the rules specified by the Provider in the Product Specification and the Price List of Works and Selected Services.

13.12. If an alteration is made to the Service, the price for the altered Service is charged as of the day of the Service alteration.

13.13. The Provider is entitled to bill for the payment of all the provided Services on a single invoice (tax document), including the payments for the Services provided by a third party, which the Provider is entitled to demand from the Subscriber.

13.14. The Subscriber is entitled to include only lawfully granted, acknowledged and indisputable claims against the claims of the Provider, unless otherwise agreed upon by the Contracting Parties.

13.15. The Provider is entitled to pass the collection of claims against the Subscriber to a third person. The Subscriber is obliged to deal with this third party as with a properly empowered person of the Provider. All the collection costs of a claim against the Subscriber are borne by the Subscriber.

13.16. The Contractual Relationship between the Provider and the Subscriber is governed by the Law of the Czech Republic, specifically Act n. 89/2012 of Coll., the Civil Code as amended.

13.17. In the case of a foreign language version of the Contractual Documents, their Czech version is always binding in the event of any deviations.

13.18. The termination of the effectiveness of the Contract or the Product Specification shall not mean the termination of the obligation that has arisen for the Contracting Parties from the Product Specification and/or the Contractual Documents.

13.19. The General Conditions on the Provision of Other Services of Quantcom a.s. shall come into effect on 1 February 2024.

The General Conditions on the Provision of Other Services of Quantcom a.s.