



GENERAL TERMS AND CONDITIONS OF PROVISION OF PUBLIC SERVICES OF THE COMPANY SWAN, a.s.

(hereinafter referred to as "General Terms and Conditions")

issued in accordance with National Council of the Slovak Republic Act No.351/2011 Coll. on Electronic Communications

Article 1 Definition of Terms

- 1.1 **SWAN, a.s.** with official address at Borská 6, 841 04 Bratislava, Company ID No.: 35 680 202, registered in the Commercial Register of the District Court of Bratislava I, Section: Sa, File No. 2958/B, is in accordance with the National Council of the Slovak Republic Act No. 351/2011 Coll. on Electronic Communications (hereinafter referred to as "**Act**") and in the extent of a license to establish and operate a public telecommunication network, provide the public telecommunication services, and establish and operate the radio equipment granted by the Telecommunications Regulatory Authority of the Slovak Republic (hereinafter referred to as "**License**"). SWAN, a.s., (hereinafter referred to as "**Company SWAN**") is a telecommunication enterprise. The company SWAN is authorized to provide electronic communication services and electronic communication networks on the entire territory of the Slovak Republic.
- 1.2 **Contract** is the Contract on provision of public services with its amendments and special agreements on the basis of which the Company SWAN shall connect a telecommunication terminal equipment of the Subscriber to the public electronic communication network of the Company SWAN and provide the Subscriber with agreed Services and the Subscriber shall pay the price for establishment of the connection to the public electronic communication network of the Company SWAN and use of the Services. All other relations constituted between the Company SWAN and Subscriber after execution of the Contract, the subject-matter of which shall be the provision of Services by the Company SWAN to the Subscriber under these General Terms and Conditions, shall be considered an amendment to the Contract (hereinafter referred to as "**Contract**").
- 1.3 **Interested Person** is a natural person or legal entity that has applied for entering into the Contract on provision of Services under these General Terms and Conditions with the Company SWAN.
- 1.4 **Subscriber** is a natural person or legal entity entitled to place an order for the Services and use the Services of the Company SWAN that is in contractual relation with the Company SWAN. The Subscriber is an end user who uses publically available service and does not provide this service to third persons or other services using this Service.
- 1.5 **Authorized representative of the Subscriber** is a person authorized to act on behalf of the Subscriber in all matters related to execution of the Contract, its changes and in all matters related to provision of Services under these General Terms and Conditions under the existing law or on the basis of special power of attorney of the Subscriber in writing.
- 1.6 **Contact Person** is the person at the Subscriber, with whom the company SWAN or its subcontractors shall be in direct contact in Establishment of the connection and during provision of the Service. The Subscriber shall be obliged to notify the Company SWAN of the contact data of such Contact Person and shall also ensure the Contact Person is available for the Company SWAN according to its instructions during Establishment of the connection and provision of the Service. Identification data of the Contact Person shall be specified in the Order.
- 1.7 **Establishment of the Connection** means a set of activities carried out by the Company SWAN, after performance of which it shall be possible to connect the telecommunication terminal equipment of the Subscriber to the Endpoint of the Circuit at the place specified by the Subscriber (e.g. building, premises, land identified either by registration number or lot number) in the Order, i.e. after performance of which it shall be possible to perform the Connection. Establishment of the connection includes setting of technical parameters of Network and, if necessary, also establishment and lease of Access circuit and installation of the Equipment or their procurement.
- 1.8 **Connection**, for the purposes of the Contract, is understood as an action taken after the performance of Establishment of the connection, on the basis of which the telecommunication terminal equipment of the Subscriber is connected to the Endpoint of the Circuit. By means of Connection the Subscriber may use the Services provided by the company SWAN under the Contract and in accordance with the description of Services and General Terms and Conditions.
- 1.9 **Electronic Communication Network** (hereinafter referred to as "**Network**") is a functionally interconnected system of transmission systems and, if necessary, switching or routing facilities operated by the Company SWAN under the License and used for transmission of data and provision of Service in accordance with the License. Endpoints, in which the Network is connected to other public communication networks and systems established or operated by other operators and through which the Subscribers are connected to Network by means of Access circuit, are the network interfaces. The Control and Supervision Centre of the SWAN Network (hereinafter referred to as "**Centre**") is also a part of the Network.
- 1.10 **Service** or **Services** consists of broadband data service and other associated additional services and other telecommunication services (products) provided on the technological basis of data service as well as other products intended for transmission of data via Network of the Company SWAN of the quality and under conditions set forth in these General Terms and Conditions and in the Contract. The Company SWAN shall provide the Subscriber with the Services in accordance with the General Terms and Conditions for the rates specified in the valid Price list of the services of the Company SWAN, upon the License, the Contract, and the General Terms and Conditions or special agreements. Unless otherwise agreed, the sale of telecommunication terminal equipment is not a part of provision of the Services.
- 1.11 **Order** is a form of the Company SWAN, by which the Subscriber places an order for provision of the Service and defines his/her requirement related to Establishment of the connection, cancellation or relocation of the Service, defines the parameters of the

- Service or their modification, the Access circuit and location of Endpoint of the Circuit, determines technical characteristics and specification of the Service. The Order also includes data on the Subscriber, preliminary date of Establishment of the connection as well as other data under instructions of the Company SWAN necessary for Establishment of the connection. Moreover, it must be also specified in the Order whether the existing Internal wiring should be used for the purpose of Establishment of the connection and it must contain also data about the owner or administrator of the Internal wiring and the consent of the owner or administrator of the real property, in which the endpoint of the connection is to be established. After the Order is accepted by the company SWAN, it shall become an amendment to the Contract, which shall form its integral part.
- 1.12 **Request for inspection** is an action of the Company SWAN, on the basis of which the company SWAN verifies if it is technically feasible to establish the connection for the Subscriber or Interested Person in accordance with his/her technical requirements. The Company SWAN reserves the right to carry out this action before execution of the Contract.
- 1.13 **Price list** is a valid tariff for the Services of the Company SWAN. It contains the changes of prices for the provided Services, surcharges, and free-of-charge Services as well as conditions under which such fees apply. The Price list shall form an integral part of the Contract.
- 1.14 **Hand over Protocol** is a document proving Establishment of the connection that identifies the Equipment of the Company SWAN, by means of which the Company SWAN shall provide the agreed Service and which is handed over to the Subscriber in connection with the established Access circuit. The Hand over Protocol shall contain also the actual date of Activation of the Service. The Subscriber or the Contact Person shall sign the Hand over Protocol for the Subscriber.
- 1.15 **Access circuit** is a telecommunication circuit, which serves or is to serve for connection of the telecommunication terminal equipment of the Subscriber to the Network in order to provide the Services. The Access circuit shall be specified in the Order. The telecommunication circuit leased by the Company SWAN from other telecommunication operator in order to implement and provide the Subscribers with the Services may also be a part of the Access circuit.
- 1.16 **Virtual circuit** is a telecommunication circuit that enables transmission of data between its endpoints that consists of a set of technical and network means.
- 1.17 **Endpoint of the Circuit** is a physical interface characterized by functional, mechanical, electrical, and protocol features, to which the telecommunication terminal equipment is connected. Interface with telecommunication networks operated by other operators than telecommunication network of the Company SWAN may also be the endpoint of the circuit.
- 1.18 **Equipment** is telecommunication equipment which serves for Establishment of the connection and provision of the Services. The Company SWAN shall remain the owner of the Equipment also after termination of force of the Contract, unless explicitly stated otherwise in the Contract or in these General Terms and Conditions. The Parties to the Contract acknowledge that Equipment as telecommunication equipment shall be a subject to protection of the law of SR, including penal law.
- 1.19 **Internal wiring** consists of telecommunication circuits situated in the building or premises, in which Establishment of the connection shall be carried out under the Contract. The Internal wiring is a part of the Access circuit.
- 1.20 **Order registration number** is the number assigned to the Subscriber by the Company SWAN that clearly identifies the Subscriber and his/her Order.
- 1.21 **Username of the Subscriber** serves for identification of the Subscriber in certain Services. Username of the Subscriber is assigned to the Subscriber by the Company SWAN together with Password.
- 1.22 **Password** is used for verification of authorized use of Username of the Subscriber. Network address serves for identification of endpoint in certain Services.
- 1.23 **Required date** is a date specified in the Order, on which the Subscriber requests Establishment of the connection of a particular Service to take place. The Subscriber acknowledges the dates for Establishment of the Services specified in these General Terms and Conditions.
- 1.24 **Activation of the Service** means an activity of the Company SWAN, enabling the Subscriber to use the Services under the Contract and the General Terms and Conditions.
- 1.25 **Temporary interruption of provision of Services** is an action of the Company SWAN that prevents from using the Services temporarily by the Subscriber.
- 1.26 **Failure** is the condition of service when it is impossible for the Subscriber to use the Service or when the Service does not reach the Agreed Level. Interruption of electric power supply to the Equipment shall not be considered the Failure.
- 1.27 **Follow-up service** is a set of measures and activities provided by the Company SWAN in order to eliminate the Failure. Remote troubleshooting performed from the Centre shall be also considered the follow-up Service.
- 1.28 **Action time** is a period required for commencement of elimination of the Failure. The Action time includes preparation phase of elimination of the Failure, in which also localisation and diagnostics of the occurred Failure takes place.
- 1.29 **Agreed Level** is a guaranteed quality level of Services provided to the Subscriber under the Contract and General Terms and Conditions and defined in the Order.
- 1.30 **Support** is the provision of assistance and other information regarding provision, operation and implementation of the Service by phone, unless such assistance and information must be provided by the Company SWAN directly at the place in respect to their nature.
- 1.31 **Additional Programme Packages** is a group of television programme services arranged within the package usually according to their topic similarity.
- 1.32 **Television archive** is an archive of selected television channels provided within the Service, in which the broadcasted television programme is recorded.
- 1.33 **Website** is www.swan.sk.

Article 2 Specification of the Service

- 2.1. **Service is an electronic communication service provided by the Company SWAN, the type, description and quality of which is defined in the Order, and which together with these General Terms and Conditions shall form an integral part of the Contract.**
- 2.2. In case of any discrepancy between the Order, Contract and General Terms and Conditions, the documents referred to earlier shall take precedence. The Services shall be provided on the territory of the Slovak Republic.

Article 3 Rights and Obligations of the Company SWAN

- 3.1. The Company SWAN shall:
 - a) enter into the Contract with each Person Interested in provision of public service provided that no reason for refusal is found under Clause 3.2 (c) of this Article,
 - b) submit the clear and comprehensible statement of services to the Subscriber, unless such statement is not required by the nature of the Service,
 - c) obtain and verify the Subscriber's data, including those of the Subscriber using pre-paid services of the Enterprise in entering into the Contract on provision of public services and keep the records of such data in the extent specified under Section 56 (3) (a) of the Act,
 - d) if it is technically feasible, upon the Subscriber's request and on the Subscriber's expenses, to block access to telecommunication service, the content of which may threaten the morality of youth,
 - e) provide the services specified and agreed under the Contract,
 - f) maintain the technical Equipment of network of the Company SWAN in the technical condition suitable for reaching the level of quality of services determined by the telecommunication standards and the Subscriber understands that the quality of services depends also on technical equipment of other enterprises
 - g) inform the Subscriber on changes having impact on the services used by the Subscriber,
 - h) make amendments to the Contract and other changes the Subscriber has asked for in the manner described in the General Terms and Conditions, within its technical capabilities and capacity,
 - i) notify the Subscriber of a significant change in the contractual conditions in writing, via electronic mail, short message service (SMS) or by phone at least one month in advance and also inform the Subscriber about his/her right to withdraw from the contract on provision of public services without penalties provided that the Subscriber does not accept the changes; notification duty shall be also satisfied if the Subscriber is informed about the occurrence of the significant change in the contractual conditions and is given the detailed instructions about where the information about such changes may be obtained.
- 3.2. In addition to other rights specified in the General Terms and Conditions, the Company SWAN shall have especially the right to:
 - a) be paid the price for the provided Services by the Subscriber under the General Terms and Conditions, Price list, and Contract, if the statement has been delivered to the Subscriber by the Company SWAN within three months from the last day of accounting period at the latest; it shall not apply to the statement of pre-paid services,
 - b) compensation for damage occurred on the Network and on telecommunication equipment owned by the Company SWAN,
 - c) refuse to enter into the Contract if:
 1. the provision of public service at the requested location or in the requested extent is not technically feasible, except for the provision of universal service under Section 50 (2)(a) of the Act or if it would be possible only at unreasonably high costs,
 2. the Interested Person fails to guarantee that he/she shall fulfil the Contract, because he/she is a debtor of the Company SWAN or of other enterprise or some of those enterprises has previously withdrawn from or terminated the Contract with him/her,
 3. the Interested Person does not agree with the conditions of the Contract.
 - d) temporarily interrupt or restrict the provision of public services due to:
 1. misuse of the service until such misuse is completely eliminated or technical measures to prevent from misuse are implemented, while especially the following shall be deemed misuse of the Services:
 - i. if it is proven after execution of the Contract that the Subscriber is a debtor of telecommunication enterprise,
 - ii. the Subscriber uses the Services provided under the Contract to support, allow or involve in any illegal or undesirable activity, i.e. activity that is contrary to good morals or good manners, however, mainly for transmission of offensive, harassing or malicious communication or for scaremongering or threatening information,
 - iii. the Subscriber uses the Services provided under the Contract to disrupt the network, including any attempt to gain unauthorized access to the Services or to the Network,
 - iv. the Subscriber attempts to cause network congestion in any manner or makes any attempt aimed against the network integrity,
 - v. the Subscriber provides the Services to the third persons without agreement with the Company SWAN in writing,
 - vi. the Subscriber sends unsolicited electronic mail (under Act No. 351/2011 Coll. on Electronic Communications)
 - vii. the Subscriber infringes or uses the Services to infringe intellectual property rights (for example copyright under Act No. 618/2003 Coll. on Copyright and like) of the Company SWAN, a.s. or of the third persons.
 2. failure to pay the amount due for telecommunication service within its due date until such amount is paid or the Contract is

- terminated; it is possible to temporarily interrupt the provision of public service only if the previous proper notice has been sent and appropriate period specified for payment has expired. Proper notice shall refer to a notice made via sending a text message, in electronic form (e-mail) or in written form via a postal services company,
3. material breach of other contractual conditions by the Subscriber; it is possible to temporarily interrupt the provision of public service only if the previous proper notice has been sent.
 4. upon request of the Subscriber in writing, however, for the period of maximum 6 consecutive months and under condition that the Subscriber does not use the Service for a Fixed period,
 5. disruption of security or integrity of the Network or in case of its threat or damage,
 6. measurement and management of operation aimed at prevention from network connection congestion for the required period. In measuring the Company SWAN tests error rate and load of individual parts of the Network. Throughput of individual parts and the load growth rates of the Network are constantly monitored during the operation.
- e) request from the Subscriber or his/her authorized representative at the time of execution of the Contract to submit ID card, make a copy of ID card or read the ID card data by electronic means in order to verify the data of the Subscriber under Clause 3.1 (c) of this Article.
 - f) send the Subscriber an invoice for advance payment payable within three days from the date of its receipt, i.e. before the end of billing period, if there is a reasonable suspicion that Subscriber shall not pay his/her financial obligations or if the Subscriber allows misuse of the Services for the third persons, and the Subscriber hereby agrees with the above,
 - g) transfer the contractual rights and obligations under the Contract to the third person with the consent of and cooperation between both the original and new Subscriber after the payment of all financial obligations toward the Company SWAN is proven and if such transfer is technically feasible; for the purposes of this provision the obligation of the Subscriber toward the Company SWAN even before the due date shall be also considered obligation of the Subscriber; the Subscriber shall have no legal title to transfer the contractual rights and obligations under this provision,
 - h) modify technological solution during contractual relation if such solution is of the same quality as the original solution
 - i) introduce additional methods of Network protection if it is required for its protection or protection of the Subscriber and provided that such introduction of protection does not impose any additional financial costs on the Subscriber,
 - j) change the period, for which the statement – an invoice – shall be regularly issued for the Subscriber (hereinafter referred to as “**billing period**”),
- k) additionally invoice the Services that could not be included in the invoice for the period in which they were provided due to technical reasons,
 - l) inform the Subscriber on Services, products, and other activities,
 - m) interrupt the provision of the Services without previous notice for the necessary period:
 1. due to serious organisational, technical or operational reasons, e.g. strikes, breakdowns in form of natural disasters, due to electric power failure, crises, terrorist attack, pandemic, military emergency and other circumstances excluding the liability according to the legal regulations of the Slovak Republic or in case of maintenance, repair and restructuring of the Network as well as in case of repair, follow-up services and maintenance of telecommunication equipment,
 2. if the company SWAN is liable to make such restriction or interruption under decree of the respective government body of the Slovak Republic.
 - n) modify the programme structure, mainly to include or exclude television or radio channels from the programme structure and permanently or temporarily decrease or increase the number of television or radio channels offered within the Services provided.
 - o) change the Price list using the method specified in the General Terms and Conditions.
 - p) bill to the Subscriber via an invoice:
 1. the costs for the reminder notice pursuant to the Price list starting with the 2nd reminder notice,
 2. the start-up fee pursuant to the Price list for re-connection after discontinuation of Service provision due to reasons stated in Article 3, Clause 3.2., (d) (1.) to (5.) of the General Terms and Conditions.
- 3.3. The company SWAN shall provide the Subscribers with the following support and follow-up services:
 - a) removal of failures of the Services and equipment either by provision of follow-up service at the place or remote troubleshooting,
 - b) technical support,
 - c) administration support,
 - d) provision of information on products and Services,
 - e) complaint procedure services,
 - f) sale of products.
 - 3.4. Contact data of the company SWAN:
 - a) Internet address: www.swan.sk,
 - b) Email: multimedia@swan.sk
 - c) Fax: 02/35 000 799
 - d) Telephone: 0650 123 456, (non-stop 24 hours/365 days)
- #### Article 4
- #### Rights and Obligations of the Subscriber
- 4.1. In addition to other obligations specified in the General Terms and Conditions, the Subscriber shall be obliged especially to:
 - a) use the Services in accordance with the Act, the Contract, and these General Terms and Conditions or written instructions and manuals of the Company SWAN while adhering to principles of good morals and public order,
 - b) pay the price for Establishment of the connection as well as all related costs and pay the price for

- using the Services in accordance with the Contract and the Price list, and if it is required by the nature of the Service, only after receipt of the statement
- c) use only telecommunication Equipment that is in compliance with requirements of the Company SWAN,
 - d) notify the Customer Service Department of the Company SWAN during the entire period of the Contract in writing or via electronic mail of the following:
 1. change of his/her identification data if the Subscriber is a legal entity or entrepreneur, particularly of address or official address, invoice address, bank details, business name or name, legal form, company ID number and tax ID number, VAT ID number or other data related to the Contract not later than within 7 working days from the date of such change and the Subscriber shall be also liable to submit the document proving such change,
 2. change of his/her identification data if the Subscriber is a natural person or non-entrepreneur, particularly of name, surname, address, ID card number, bank details and invoice address or other data related to the Contract not later than within 7 working days from the date of such change and the Subscriber shall be also liable to submit the document proving such change,
 - e) use also additionally introduced methods for protection of the Network,
 - f) not modify equipment of the Company SWAN in any manner, unless instructed to do so by the authorized worker of the Company SWAN,
 - g) immediately inform the Company SWAN about non-quality or failure of the service or any non-standard situation occurred in operation of equipment related to the provided Service (equipment voltage failure, failure of the branch exchange, scheduled maintenance, temporary disconnection of lines, and like),
 - h) prevent or make impossible for the third party to use the Service,
 - i) prevent from connection of any other equipment to the Equipment of the Company SWAN,
 - j) prevent PC viruses of any kind from spreading and infiltration via network to other systems and services provided on the Internet than the ones he/she is entitled to by the respective service operator.
 - k) use the Service exclusively for personal and individual use and not to make it available for others in any manner (e.g. by making it available in the public spaces, placing the TV set in the public spaces, such as restaurants, bars, hotels, and pod.) without special consent of the Company SWAN in writing.
 - l) meet and comply with amendments to the Contract as well as special agreements on use of other products and services of the Company SWAN,
 - m) submit the original counterpart of each notification the copy of which was sent to the Company SWAN if sent via fax, electronic mail, telegraph or any means other than delivery of the original document within three days at the latest, unless otherwise agreed; notifications to which such original counterpart has not been delivered shall be disregarded,
 - n) provide, in accordance with requirements of the Company SWAN, all cooperation necessary for performance of obligations of the Company SWAN arising out of this Contract, especially in Establishment of the connection and allow the Company SWAN to operate, maintain, measure and inspect the equipment in the building or premises, in which Establishment of the connection has been carried out
 - o) return all Equipment owned by the Company SWAN that the Subscriber took over in connection with the use of the Service within 15 days from termination of force of the Agreement in any manner set forth in Article 12 of these General Terms and Conditions. The Subscriber shall return the Equipment without damage in its original condition with consideration of normal wear and tear and with complete accessories. The Subscriber shall bear the costs of returning the Equipment. The obligation of the Subscriber to return the Equipment owned by the Company SWAN shall also apply if, in line with Article 6 of these General Terms and Conditions, such a change to the Contract, respectively the Services occurs following which the Subscriber does not need the Equipment used until the given change on the grounds of the respective Contract, respectively Services anymore in order to duly use changed Services.
- 4.2. In addition to other rights specified in the General Terms and Conditions, the Subscriber shall be entitled especially to:
- a) enter into the Contract with the Company SWAN if no reason for refusal is found Article 3, Clause 3.2 (c),
 - b) be provided with the Service in the extent agreed in the Contract and for the price set in the Price list,
 - c) free-of-charge elimination of failures occurred during the provision of Service if not caused by the Subscriber,
 - d) be sent the statement containing detailed data on individual outgoing calls, if requested by the Subscriber,
 - e) receive the proportional part of price for the period during which the Service was not provided by fault of the Company SWAN in the extent and under conditions specified in Clause 11.2 of the General Terms and Conditions; however, the Subscriber must apply for such reimbursement within three months from re-activation of the provided Service at the latest,
 - f) refer to the Customer Service Department of the Company SWAN with his/her comments and applications,
 - g) provide the third persons with the Service only upon the special agreement with the Company SWAN in writing.

Article 5 Conditions for entering into the Contract

- 5.1. Rights and obligations of the Company SWAN and Subscriber shall be governed by the Act, the Contract including its Annexes, the General Terms and

- Conditions, and valid Price list of the Company SWAN or special agreements.
- 5.2. The General Terms and Conditions and Price list shall be handed over to the Subscriber in execution of the Contract. The forms of Contracts and Price lists shall be available at the Customer Service Department of the Company SWAN.
- 5.3. The Person Interested in entering into the Contract shall, in accordance with the General Terms and Conditions, submit the both properly filled in and signed Order and Contract, using the respective forms, to the Company SWAN. Unless otherwise agreed, the submission of the Contract and Order shall be considered a proposal to enter into the Contract. The Interested Person shall be obliged to present, upon request, the valid documents required for his/her identification and verification of fulfilment of conditions necessary for execution of the Contract. The Company SWAN shall be entitled to copy, archive, and process the presented documents in the manner and for the purpose specified in the General Terms and Conditions and Contract. By submitting the proposal the Interested Person shall be bound for the period of 30 days from the delivery of the Order to the Company SWAN to enter into the Contract. Within this period the Company SWAN shall notify the Interested Person of possibility and conditions regarding the provision of the required Service.
- 5.4. In order to enter into the Contract it is inevitable to submit the documents under Clause 5.3 of the General Terms and Conditions. The Company SWAN shall be entitled, prior to execution of the Contract, to verify the facts specified in Clause 5.5 of the General Terms and Conditions. The Contract shall be entered into on the date it is executed by both Parties to the Contract.
- 5.5. The Company SWAN shall have the right to refuse to enter into the Contract under Clause 3.2 (c) of these General Terms and Conditions.
- 5.6. The Company SWAN shall have the right to request a deposit for provision of the Services in cases set forth in the General Terms and Conditions, in the Price list or individually agreed with the Subscriber. The deposit shall be used to secure the future receivables of the Company SWAN toward the Subscriber and to pay the prices for the Services in accordance with the valid Price list as well as for payment of any other due financial obligations of the Subscriber toward the Company SWAN.
- 5.7. The Contract may not be entered into if it is in contradiction with the law, good morals or generally accepted commercial practice. The Contract may not be also entered into if the Person Interested in entering into the Contract does not accept the conditions specified in the Contract, General Terms and Conditions, valid Price list and in case other conditions required for entering into the Contract under these General Terms and Conditions have not been met.
- 5.8. If the Interested Person is not an owner or administrator of the real property and Internal wiring required for Establishment of the connection and provision of the Service, the Contract may be entered into only provided that the Interested Person obtain, on his/her own expenses and responsibility the consent of the owner or administrator of the real property and Internal wiring to use the Internal wiring for the required Service.
- 5.9. The Company SWAN shall not be held liable for any potential damages incurred by operation of telecommunication wiring and Equipment, by means of which the Service is provided on the basis of the consent under provisions of Clauses 5.8 and 5.9 of this Article.

Article 6

Changes related to Contract and Services

- 6.1. The Contract may be amended in form of the written amendments, unless otherwise specified in the Contract or in these General Terms and Conditions.
- 6.2. The Company SWAN shall be entitled to determine various forms and methods of changes of the Contract, conditions for provision of the Services or forms and methods of activation, deactivation and other modifications of individual Services and other performances being the part of Services or change of other contractual conditions that constitute the part of the Contract provided that these are not in contradiction with legal regulations of the Slovak Republic in force. The changes of conditions of the Contract may be made upon agreement by both Parties to the Contract, for example by means of a written Order placed at the sales points, an application filed using Internet form on the website of the Company SWAN, phone calls with the operator, by means of Set-Top-Box and the respective electronic platform and like (collectively also referred to as "Applications" or individually as "Application"). The Company SWAN may also determine the special method used for acceptance of the Application. Action of the Company SWAN made using the same method as the one used for filing the Application or in written form shall be deemed acceptance of the Application.
- 6.3. The Subscriber shall be entitled to activate the Additional Programme Packages and Television Archive also by means of Set-Top-Box and the Subscriber shall be entitled to deactivate only the Television Archive by means of Set-Top-Box. To avoid any uncertainty, the Subscriber shall not be entitled to deactivate Additional Programme Packages by means of Set-Top-Box. In case of activation by means of Set-Top-Box, the Subscriber shall place an order for the respective Service for an indefinite period of time and shall be obliged to pay a monthly fee for the provided Service specified in the Price list. The Subscriber shall always pay the fee for entire calendar month irrespective of the day of the calendar month on which the Subscriber activated or deactivated the respective Service.
- 6.4. Under Clause 6.2 of the General Terms and Conditions the Subscriber shall have the right, during period of the Contract, to apply for change of the Contract in writing or by other means. The Subscriber shall be obliged to describe a required change, identify the original Order and the Contract the change refers to, stating the name, business name, other identification data, company ID number, tax ID number, VAT ID number, date of filing the Application, the Subscriber's signature or signature of the authorized representative and impression of stamp, if the Subscriber or a natural person has any or if the legal entity or natural person is obliged to use the stamp in accordance with the extract from the Commercial Register or other document proving its

legal personality, provided that it is possible with respect to method or form of the Application.

- 6.5. The Subscriber and Company SWAN have agreed that acceptance of the Application by the Company SWAN shall be considered the change of extent of the provided Services agreed by both Parties to the Contract. The Company SWAN shall refuse or accept the Application not later than within 30 days from the date of receipt of the Application and notify the Subscriber of the result. During this period the Subscriber shall be bound by the Application.
- 6.6. The agreement on change of the General Terms and Conditions or the Price list shall not require a written form. The agreement on change of price or Services under the Price list between the Company SWAN and Subscriber shall be considered entered into at the moment when the Services are used for the first time during effectiveness of changed price for the Services under the Price list, of which the Subscriber was duly notified (under Clause 7.2), with effect from the date the respective change becomes effective.
- 6.7. If the Subscriber does not agree with change of the Services or changed price of the Services, the Subscriber shall be entitled to cancel the Contract by withdrawing from the same by delivering the written notification on withdrawal until the date on which the change of the Services becomes effective at the latest. In such case the legal effects of cancellation of the Contract occur on the date the change of the Service becomes effective.
- 6.8. However, the provisions of this Article of the General Terms and Conditions shall not deprive the Company SWAN of the right to require the written form of change of the Contract.
- 6.9. For the purpose of Clause 3.1 (i) a substantial change of contractual conditions shall be a change of the Contract lying in increasing price for Services which the Subscriber shall be obliged to use under the Contract or which objectively cause restrictions or deterioration of rights or extension of obligations of the Subscriber to the Company exceeding the extent expressly agreed in the Contract.
- 6.10. Substantial change of contractual conditions shall not be a change of contractual conditions directly or indirectly caused by a change of a generally binding legal regulation or a decision of a respective public administration authority or a European Union authority; such a change of a generally binding regulation can also include a change of Law, change of regulations regarding consumer protection, change of regulations regarding personal data processing, change of the rates of value added tax or other tax or other payment as well as change or replacement of other generally binding legal regulation. The Company SWAN shall be obliged to notify the Subscriber on changes of contractual conditions in line with the previous sentence as well as on other changes of contractual conditions (e.g. on an extension of Services, on replacement of original Services with new Services, permanent or temporary reduction of price for Services, changes of Services not causing restrictions of rights or extension of the obligations of the Subscriber to the Company SWAN, enhancement of Services quality, change of name, extent or structure of Services, respectively their programmes, etc., regardless of whether the Subscriber is obliged to use Services affected by such a change or not) by means

of one of the stipulated notification methods not later than on the day of effectiveness of such a change of contractual conditions, unless, in specific cases, the Company SWAN has the obligation to notify of the given change sooner.

Article 7 Price and Payment Terms

- 7.1. The prices for Services shall be agreed in accordance with the valid Act on Prices and shall be specified in the Contract or Order. If the prices are not specified in the Contract or Order, prices specified in the valid Price list shall apply. To determine the price for Services charged according to the measured consumption of provided Services the measurement of consumption of the Services provided to the Subscriber is required according to registration in information system of the Company SWAN.
- 7.2. The Company SWAN shall have the right to change the structure and rate of prices for the Services specified in the Price list. The Company SWAN shall publish the updated Price list and the period for which these prices shall be valid for the Subscribers on the Website. The Company SWAN shall inform the Subscriber in writing on increase of prices at least 1 month before the day on which the increase becomes effective. Notification duty of 1 month shall apply only to those Subscribers, to whom such increase of prices for Services shall apply. The agreement on change of price for the Services between the Company SWAN and Subscriber shall be considered entered into at the moment when the Services are used for the first time during effectiveness of changed price for the Services, of which the Subscriber was duly notified, with effect from the date the respective change of prices for the Services becomes effective.
- 7.3. If the Subscriber does not agree with increase of price for the Services, the Subscriber shall be entitled to cancel the Contract by withdrawing from the same by delivering the written notification on withdrawal not later than on the date when the advised change of price for the Services becomes effective provided that the Subscriber pays all receivables toward the company SWAN before withdrawal from the Contract. In such case the legal effects of cancellation of the Contract shall occur on the date the change of price becomes effective.
- 7.4. Unless otherwise agreed, the accounting period of the Subscriber shall be one calendar month. The accounting period other than one calendar month shall be specified in the Contract or in the Order. The date of taxable transaction of the respective accounting period shall be the first day of this accounting period.
- 7.5. Unless the Parties to the Contract or Order agree otherwise, the Subscriber, natural person who is not a taxable person under Section 3 of Act No. 222/2004 Coll. on Value Added Tax as amended (non-entrepreneur) hereby undertakes to pay the Price for Services according to a schedule of payments issued by the Company SWAN on the basis of the Contract and Order, including all payment identification data necessary for due payment of Price for Services. In such a case, the price for Services shall be always payable within 14 days in the month the payment refers to. However, if the Price for the Services is charged according to the measured consumption of

- the provided Service, the Company SWAN shall charge the Subscribers for the Service by means of invoice.
- 7.6. The Company SWAN shall charge the price for Services to the Subscribers who are taxable persons or legal entities that are not taxable persons by means of invoice, which shall be the tax document. The due date of invoice shall be within 14 days from the date the invoice is used for the Subscriber, unless otherwise stipulated by the Contract or in the Order. The billing period shall be identical with accounting period.
- 7.7. The Subscriber shall be obliged to pay his/her financial obligations arising out of the Contract duly and on time. The payment containing the all correct basic identification symbols specified in the schedule of payments or in the invoice, especially variable symbol, amount and bank account number of the Subscriber shall be deemed proper payment. Without stating the correct variable symbol it shall not be possible to settle the payment. The payment credited to the bank account of the Company SWAN on the due date of the price for the Services specified in the Order or in the invoice shall be deemed payment on time. The same shall apply both for natural persons and legal entities. If the due amount is not credited to the bank account of the Company SWAN, the Subscriber shall file a complaint with the institution through which the payment was made.
- 7.8. The Subscriber shall be entitled to pay the Price for Services by transfer or deposit of the funds to the bank account of the Company SWAN, direct debit or in cash. The payment method shall not affect the Subscriber's costs related to the payment method.
- 7.9. It is necessary to inform the Company SWAN on payment of Price for the Services by direct debit from the bank account of the Subscriber, change of bank details, introduction or cancellation of the specified payment method not later than 7 working days before the due date of the Price for the Services.
- 7.10. If the Subscriber pays the Price for Services from abroad, the Subscriber shall ensure the payment is credited to the bank account of the Company SWAN in full extent. All fees related to payment of the Price for Services shall be borne by the Subscriber in full extent.
- 7.11. If the Subscriber fails to pay the Price for Services within the due period, the Company SWAN shall notify the Subscriber (hereinafter referred to as "Payment reminder letter") of his/her obligation to pay the outstanding amount and shall determine additional period for payment. The fees for payment reminder letters, following the second payment reminder letter, as well as all costs related to court or out-of-court recovery of receivable shall be borne by the Subscriber.
- 7.12. The Company SWAN shall be entitled to set-off any advance payments for the Services and overpayment made by the Subscriber with all hi/her existing financial obligations arising out of the Contract or other contracts made with the Company SWAN including obligations before the due date or the statute-barred ones, without the express consent of the Subscriber.
- 7.13. The Subscriber shall be entitled to pay the financial obligations also by methods agreed with the Company SWAN upon special agreement in writing.
- 7.14. The Company SWAN reserves the right to request the appropriate financial deposit for the payment in case the Subscriber is delayed with the payment of existing or previous contractual financial obligations or there is reasonable uncertainty related to solvency of the Subscriber or the reasonable belief exists that recovery of financial obligations may cause serious problems or similar cases that make the request for financial guarantee reasonable have occurred.
- 7.15. If the Subscriber fails to pay the due amount to the Company SWAN, the Company SWAN shall be entitled to satisfy its due receivables toward the Subscriber using the deposit.
- 7.16. If the Company SWAN uses deposit or the part thereof to pay the due receivables toward the Subscriber, the Company SWAN shall not provide the Subscriber with the Services until the deposit is paid again up to the original amount.
- 7.17. The company SWAN shall return the paid deposit to the Subscriber within 1 month from the date of termination of the Contract at the latest provided that the Company SWAN has not already used it in accordance with these General Terms and Conditions.

Article 8

Gathering and Use of Information on Subscribers

- 8.1. The Company SWAN shall under Section 56 (3) of the Act without a consent of the Subscriber and for the purposes of concluding and executing the Contract, its change, termination or a transfer of number, invoicing, receiving and registration of payments, receivables and assignment of receivables and elaboration of the list of Subscribers be entitled to gather and process data of Subscribers, i.e. telephone number, the amount of outstanding commitments and the following:
- a) name, surname, title, permanent address, birth identification number, number of ID card or other proof of identity of natural person, nationality,
 - b) business name, place of business and identification number of natural person – entrepreneur or
 - c) business name, registered office and identification number of legal entity.
- 8.2. The Subscriber acknowledges that personal data provision to the Company SWAN under Clause 8.1. of the General Terms and Conditions is in accordance with Article 10 (3) (b) of Act No. 122/2013 Coll. on personal data protection as amended (hereinafter referred to as "**Act on Personal Data Protection**").
- 8.3. The Company SWAN shall also have a right under the Act to gather and process without consent of the Subscriber data of Subscribers also for the purposes of providing cooperation to other state authorities as well as for the needs of providing information within the activities of coordination and operation emergency call centres in the extent and in accordance with the Act and other legal regulations.
- 8.4. The Subscriber shall grant the Company SWAN consent to process his/her personal data in the extent title, name, surname and address of the Subscriber for the needs of mail contact with the Subscriber and registration of such data.
- 8.5. The Subscriber shall grant the Company SWAN consent to process his/her personal data in the extent title, name, surname and address of the Subscriber for delivering marketing offers within direct marketing of products and Services provided by the Company

- SWAN and carrying out satisfaction surveys regarding Services.
- 8.6. The Subscriber shall grant the Company SWAN consent to process his/her personal data in the extent telephone and fax number and electronic mail address of the Subscriber gathered by the Company SWAN in relation to selling products and Services and in compliance with the Act and other legal regulations to telephone contact with the Subscriber and sending electronic mail to the Subscriber for the purpose of direct marketing of products and Services provided by the Company SWAN and carrying out satisfaction surveys regarding Services. Electronic mail shall be any text, voice, audio or picture message sent via network, which can be saved in network or terminal equipment of receiver until the receiver takes it over (e.g. SMS, MMS, and email).
- 8.7. The Subscriber shall grant consent to Company SWAN with the possibility of the Company SWAN to carry out activities under Clauses 8.5. and 8.6. of the General Terms and Conditions by means of a third party. This consent can be withdrawn by the Subscriber anytime.
- 8.8. The Subscriber agrees that the Company SWAN shall be for the purpose of verifying provided data of the Subscriber entitled to make copies (by means of photocopying or scanning) and extracts from public documents and documents submitted by the Subscriber.
- 8.9. The Subscriber acknowledges that the Company SWAN can record calls on the numbers of call centre lines of the customer service of the Company SWAN and other calls initiated between the Subscriber and Company SWAN, make and archive audio records of such calls and use such obtained records for the purposes of evaluating the requirements of the Subscriber, the extent and quality of Services provided to the Subscriber as well as the assessment and settlement of complaints and proposals by Subscribers and to demonstrate a requirement for the establishment, change or cancellation of Service or the existence and validity of other legal act carried out by the Subscriber or the Company SWAN. Recording shall only be initiated following an announcement on recording or other notification announcing that the call is going to be recorded. If a called or a calling person does not agree with audio recording, he/she can end telephone connection after such an announcement or other notification on call recording and address the Company SWAN regarding their requirement in other way.
- 8.10. The Company SWAN shall have a right in compliance with respective legal regulations to authorise an intermediary to process personal data of the subscriber, who shall process personal data on behalf of the Company SWAN. Intermediary shall be entitled to process personal data only in the extent and under the conditions agreed with the Company SWAN in a written agreement or written authorisation. Data on intermediaries shall be published on the website of the Company SWAN. Authorisation of a new intermediary shall also be announced by the Company SWAN to Subscribers by publishing intermediary's identification data on the website of the Company SWAN.
- 8.11. The Company SWAN shall have a right in line with Section 55 of the Act to protection of their rights and legally protected interests to mutually provide and exchange necessary data in the extent specified in Clause 8.1. of the General Terms and Conditions with other enterprises providing electronic communication services and networks, if such data regard debtors or persons about whom these enterprises learnt that they had stolen, damaged or misused telecommunication equipment or Services for the purpose of the assessment of reasons for a refusal to enter into Contract due to the fact that the Interested Person does not provide a guarantee that he/she shall fulfil the Contract and a more efficient protection of enterprises against such persons.
- 8.12. The Subscriber acknowledges that the Company SWAN can in case of the need to recover receivables or enforce other justified rights of the Company SWAN against the Subscriber provide his/her personal data to third persons (including collecting companies), which the Company SWAN shall delegate to recover receivables or enforce other justified rights of the Company SWAN against the Subscriber for the purpose of enforcement of receivables and other rights of the Company SWAN, including the case of referring receivables of the Company SWAN to a third person also after the termination of contractual relationship with the Subscriber, in case of referring a receivable of the Company SWAN against the Subscriber, the Company SWAN shall be entitled and obliged under Section 43 (13) of the Act to hand over to the assignee also the entire documentation on the contractual relationship on the grounds of which such a referred receivable occurred. Data on third persons pursuant to the previous sentence shall be published on the Website of the Company SWAN. Authorisation of a new third person shall also be announced by the Company SWAN to Subscribers by publishing the identification data of such person on the Website of the Company SWAN.
- 8.13. Consent with the processing of personal data of the Subscriber under this Clause of the General Terms and Conditions shall be granted by the Subscriber to the Company SWAN on the day of Contract execution.
- 8.14. The Company SWAN shall process personal data of the Subscriber, which it shall be obliged to process on the grounds of respective legal regulations or on the grounds of consent of the Subscriber with using automated, partially automated or other than automated means of processing.
- 8.15. The Company SWAN shall provide for appropriate measures for protection of identification and other personal data as well as information on the Subscriber in compliance with the existing legal regulations of the Slovak Republic and, save for the cases stipulated by these regulations, General Terms and Conditions, Contract or otherwise agreed with the Subscriber, these data shall not be disclosed to the third persons.
- 8.16. Period of gathering and processing of information within the extent given in these General Terms and Conditions shall be identical with the period of the Contract. For the statements, including registration and collection of receivables or enforcement of rights, the period of gathering and processing of information shall survive the termination of the Contract. The company SWAN shall not be entitled to destroy the Subscriber's personal data until the periods determined in the special regulations expire.
- 8.17. The Subscriber acknowledges that by publishing the modification of these General Terms and Conditions

the Subscriber, as a person concerned under Section 15 (1) (e) (7) of Act on Personal Data Protection is instructed on his/her rights given in Section 28 (1)(a) through (h) of the Act on Personal Data Protection. Under the aforementioned provision of the Act on Personal Data Protection the Subscriber, as the person concerned, shall have the right to request the following from the Company SWAN upon a written application:

- a) confirmation whether his/her personal data are processed or not,
 - b) in generally comprehensible form, information about the state of processing of his/her personal data in information system;
 - c) in generally comprehensible form, information about the source from which the company SWAN obtained his/her personal data for processing;
 - d) in generally comprehensible form, register of his/her personal data, which constitute the subject of processing;
 - e) rectification of incorrect, incomplete or obsolete personal data, which constitute the subject of processing;
 - f) destruction of his/her personal data provided that the purpose of their processing was fulfilled;
 - g) destruction of his/her personal data, which constitute the subject of processing, in case of a breach of law;
 - h) blocking of his/her personal data due to consent withdrawn prior to the expiration of the time of its validity, if SWAN processes personal data on the grounds of consent of the affected person.
- 8.18. The Company SWAN shall be entitled to issue telephone directory with the purpose to search contact data of Subscribers based on their name, surname or business name, or other minimum identification data.
- 8.19. The Company SWAN shall be at the same time obliged to provide relevant data on their Subscribers to enterprise obliged under Section 50 (2) (c) and (e) of the Act and upon request also to other persons issuing public telephone directories or providing public information services regarding telephone numbers. Relevant data on Subscribers include telephone number, name, surname and permanent address of a natural person or business name, registered office of a legal entity, or business name and place of business of a natural person – entrepreneur.
- 8.20. Subscriber who is a natural person shall have a right to specify in Contract or in other manner whether his/her personal data shall be included in such a telephone directory, and if yes which data shall be included, if they are relevant for the purpose of telephone directory.
- 8.21. The Company SWAN cannot disclose personal data of the Subscriber in its telephone directory, if the Subscriber has not granted consent with it, and cannot provide them to other enterprises or other persons issuing telephone directories or providing information services regarding telephone numbers.

Article 9 Complaints Procedure

- 9.1. The Subscriber shall be entitled to file a complaint:
- a) related to correctness of the amount charged for the Services if there is reasonable suspicion that the Company SWAN has not issued the invoice for

the Services in accordance with the Contract and the Price list,

- b) related to quality of the provided Services.
- 9.2. The Company SWAN hereby reserves the right to decline the complaint if quality degradation of the provided Services has been caused by circumstances given in the General Terms and Conditions and under Act No. 351/2011 Coll. on Electronic Communications.
- 9.3. The Subscriber shall be entitled to file a complaint related to correctness of the amount charged for the Services or quality of services in writing and deliver it to the Company SWAN within 30 days from the date on which the reason for complaint occurred. The complaints delivered to the Company SWAN after 30-day-period or not delivered in writing shall not be taken into account.
- 9.4. In the complaint the Subscriber shall specify his/her identification data, such as name and surname or business name, address or official address of the company, company ID number and Order registration number the complaint refers to, and describe the subject matter of complaint in detail and in clear and comprehensible manner.
- 9.5. The Company SWAN shall be obliged to notify the Subscriber in writing of the result of examining his/her complaint within 30 days from the date of its delivery to the address of the Company SWAN, otherwise the complaint shall be considered justified. In disputable cases the Company SWAN may extend this period, however, by 30 days at the most; the Company SWAN shall inform the Subscriber on extension in writing before expiry of the original 30-day-period, stating the reasons. The period shall be deemed met if the Company SWAN sends its notification to the Subscriber on the last day of the period at the latest. Notification of the result of complaint examination shall contain the statement and its brief justification. Should it be purposeful in respect to the subject matter of complaint, the Company SWAN shall state in its decision also a brief technical statement taken into the account by the Company SWAN when examining the complaint.
- 9.6. Examination of the complaint regarding the correctness of the amount charged for the Service shall not have suspensory effect on payment of the charged amount, i.e. it shall not the release the Subscriber from the obligation to pay the invoice within the due date. If the sum exceeds three-fold of average extent of use of public service for last six months, the Company SWAN shall allow the deferment of payment of the part of the sum exceeding the sum for average monthly extent of use of public service for last six months for the Subscriber, however, until the examination of telecommunication equipment is completed or permit the Subscriber to pay the part of sum exceeding three-fold of average extent of use in at least three monthly instalments. If the public service is used for the period shorter than six months, yet longer than one month, the average extent of use of public service shall be calculated for entire period of use of the public service.
- 9.7. If, on the basis of the complaint, the defect in telecommunication equipment is found which could be detrimental to the Subscriber, but it is not possible to determine the extent of the provided public service and the price for the Service, the Subscriber shall pay the price corresponding to the price for average monthly

extent of use of public service for last six months. If the public service is used for the period shorter than six months, yet longer than one month, the average extent of use of public service for entire period of use of the Service shall be calculated.

- 9.8. In case the complaint is justified and the Subscriber becomes entitled to receive back the proportional part of the price, the proportional part of the Service shall be charged not later than in the billing period following the billing period in which the complaint was justified or the Company SWAN shall agree with the Subscriber on other method of compensation.
- 9.9. If it is found that the complaint is not justified and the Subscriber has not met the condition for suspension of payment under Clause 9.6 of the General Terms and Conditions, the Company SWAN shall be entitled to late payment interest, starting from the due date of the payment the complaint refers to.
- 9.10. If it is found that the complaint related to quality of services is not justified and the company SWAN incurs the costs related to examination of the complaint, the Company SWAN shall be entitled to charge the Subscriber for these costs in invoice.
- 9.11. The Subscriber acknowledges that if the examination of complaint proves that the poor quality of the provided Services has been caused by defect in the Equipment (hereinafter referred to as "**Defective Equipment**"), the Subscriber shall be entitled to request for removal of such defect and as a result to receive only the substitute Equipment (hereinafter referred to as "**New Equipment**"). To avoid any uncertainty, the Subscriber shall not be entitled to request the removal of defects in Defective Equipment by any other method defined in provisions of Section 436 of Act No. 513/1991 of the Commercial Code, save for the method set forth in the preceding sentence of this Clause of the General Terms and Conditions.
- 9.12. Forthwith after the Defective Equipment is discovered, the Company SWAN shall send the New Equipment to the Subscriber on its own expenses.
- 9.13. The Subscriber shall, within 14 days from the date of receipt of the New Equipment at the latest (hereinafter referred to as "**Return Period**") deliver the Defective Equipment back to the Company SWAN on his/her own expenses. If the Subscriber fails to deliver the Defective Equipment within the Return Period, the Company SWAN shall be entitled to issue an invoice in the amount equal to the value of the New Equipment, payable 14 days from the date of delivery of invoice to the Subscriber and deliver it to the Subscriber. The Subscriber shall pay this invoice within the due period. The title to the Defective Equipment shall pass from the Company SWAN to the Subscriber by paying of invoice specified in this Clause of the General Terms and Conditions.

Article 10

Penalties and Fees payable at termination of the Contract

- 10.1. If the Subscriber fails to pay the due amount within the due period, the Company SWAN shall be entitled to claim the late payment interest from the Subscriber in the amount of 0.05 % of the total due amount per day. If the amount of late payment interest specified under existing legislation is higher than the one agreed under

the first sentence, the Company SWAN shall be entitled to the delay payment interest under the law.

- 10.2. If the Subscriber fails to meet the Fixed period for the Services specified in the Contract and/or in the Order without fault on the part of the Company SWAN or in case the Company SWAN withdraws from the Contract due to reasons mentioned in Clause 12.5 of the General Terms and Conditions, the Company SWAN shall be entitled to an additional payment of a discount from price which was provided to the Subscriber in relation to using a promotion supporting selling as follows:
- a) discount from the monthly fee for each month of using the Services during the Fixed period for the Services. Such a discount from the monthly fee in respective month represents an amount specified as the difference between discounted (lowered) monthly fee for the Services quantified in the Order and standard (price list) monthly fee for the Services quantified in the Order and/or Price list valid at the time of the Contract conclusion. If the Services provided under the Contract have various fixed periods, such an additional payment of a discount from the monthly fee for the Services shall be determined using the procedure under this Clause 10.2 (a) of the General Terms and Conditions for each Service individually.
- b) discount from the activation fee, which is paid for provided Activation of the Service as defined in Clause 1.24 of the General Terms and Conditions. Discount from the activation fee represents an amount specified as the difference between discounted (lowered) activation fee quantified in the Order and standard (price list) activation fee quantified in the Order and/or in Price list valid at the time of Contract conclusion.

The Company SWAN shall be entitled to issue an invoice to the Subscriber for such an additional payment of a discount from price under this Clause of the General Terms and Conditions, which the Subscriber shall be obliged to pay within 14 days from the its date of issue.

- 10.3. If the Subscriber violates the obligation pursuant to Clause 4.1.(o) of these General Terms and Conditions and fails to return to the Company SWAN its Equipment in a condition without damage and with complete accessories within the period set forth in the above Clause, the Company SWAN shall, after expiration of the period pursuant to Section 4.1.(o) of these General Terms and Conditions in vain, be entitled to invoice a contractual fine to the Subscriber in the amount specified depending upon the period of using non-returned Equipment by means of a percentile from the amount quantified in the Order and/or valid Price list under the item "Contractual fine for failing to return the equipment concerned" of respective Equipment, representing the selling price of Equipment, and at the same time being the basis for calculating contractual fine amount (hereinafter referred to as the "Basis"). Time of Equipment usage divided according to the number of months of Equipment usage and corresponding contractual fine amount expressed as a percentile from the Basis are shown in Table 1.

Table 1

Time of Equipment usage	Nr. of months				
	1 – 6	7 – 12	13 – 18	19 – 24	25 – 84
Contractual fine amount in % from the Basis	100	100	75	50	25

- 10.4. The Company SWAN shall be entitled to invoice to the Subscriber contractual fine under Clause 10.3 of the General Terms and Conditions, which the Subscriber shall be obliged to pay within 14 days from its date of issue. Payment of the Contractual fine shall not release the Subscriber from its obligation to return the Equipment to the Company SWAN. The Company SWAN shall be entitled to apply the contractual fine to the Subscriber under Clause 10.3 of the General Terms and Conditions also in case of not returning the accessories to the Equipment (i.e. if the Subscriber returns the Equipment without its accessories).
- 10.5. In case the Subscriber misuses the Service in such manner that he/she provide it to other persons without previous written consent of the Company SWAN, which is considered a material breach of the contractual conditions, the Subscriber shall pay a contractual fee in the amount of double minimal wage stipulated by the special regulation for each such individual breach of contractual conditions to the Company SWAN.

Article 11

Liability and Compensation for Damage

- 11.1 The Company SWAN and Subscriber shall be liable for damage caused by failure to comply with the obligations set forth in the Act, the Contract, and the General Terms and Conditions. Unless otherwise agreed, the Company SWAN and the Subscriber shall not be held liable for any indirect damage, consequential damage and loss of profit.
- 11.2 The Company SWAN shall be liable for damage incurred to the Subscriber by failure to provide the Services, defective provision of Services or in other manner only up to the amount of proportional part of price under the Price list for the period, during which the Subscriber has not been provided with the Services due to fault of the Company SWAN or has been provided with the defective services. Damage compensation under previous sentence shall be provided to the Subscriber by means of a discount from invoiced price for the following invoicing period under condition that cumulative damage compensation for respective month reaches the minimum amount of EUR 1, unless the Parties to the Contract agree otherwise. The Subscriber's right for compensation for damage under this provision shall cease if the Subscriber fails to execute such right against the Company SWAN within three months from the last day of the respective billing period.
- 11.3 The Subscriber shall be liable for damage caused by unauthorized modification of Equipment or any damage caused by improper use and location of the Equipment. In such cases the Subscriber shall be liable also for indirect damage, consequential damage and loss of profit.
- 11.4 The Company SWAN shall not be held liable for damage occurred as a result of failure of provision or

restricted provision of the Services, especially as a direct consequence of failure, repair, maintenance, restructuring and extension of the Network or its part as well as of the network operated by other operator or its part or as a result of exceeding the Network capacity or capacity of the network of other provider of telecommunication services.

- 11.5 The Company SWAN shall also not be liable for the damage occurred in connection with failure to provide the Services or improper provision of the Services as a result of circumstances excluding the liability under legal regulations of the Slovak Republic.
- 11.6 The Company SWAN shall not be liable for loss of profit or other economic, indirect, extraordinary or consequential damage resulting from operation of the Services.
- 11.7 The Company SWAN shall not be liable for quality degradation or breakdowns of the Service caused by the third party and for the services made available in its Network by the third parties.
- 11.8 The Company SWAN shall not be liable for the damage occurred as a result of circumstances or facts under force majeure, such as breakdowns in form of of natural disasters, electric power failures, crises, terrorist attacks, pandemics, military emergency and other circumstances excluding liability under legal regulations of the Slovak Republic. The Company SWAN shall not be liable for damage caused by any interruption of the Services, interruption of connection and quality degradation of the Services as a result of weather conditions.
- 11.9 The Company SWAN shall not be liable for the damage incurred by the Subscriber, if such damage was caused by improper setting of Services or Equipment by the Subscriber.
- 11.10 The Company SWAN shall not be liable for content of information and data transmitted via electronic communications network and for the damage their content may cause.
- 11.11 The Company SWAN and its licensing partners shall not be held liable for violation of legal regulations governing the intellectual property, which shall be incurred by the third person as a result of use of the Service and the related products by the Subscriber.
- 11.12 The Company SWAN shall not be liable for safety of access or user data, i.e. it shall not guarantee the user's data shall not be misused by the third parties during transmission of data via Internet network.
- 11.13 The Subscriber shall be liable for misuse of access codes disclosed to the Subscriber in connection with use of the Service.
- 11.14 Other cases of liability for damage shall be governed by the provisions of the Slovak law.

Article 12

Period and Termination of the Contract

- 12.1. If the conditions specified in the General Terms and Conditions are fulfilled, the Contract shall be considered entered into by execution of the Contract by authorized representatives of both Parties to the Contract and shall be made for an indefinite period of time, unless otherwise agreed.
- 12.2. The Contract shall terminate:
- by agreement of the Parties to the Contract,
 - by withdrawal from the Contract,
 - by notice,

- d) if stipulated by a special regulation,
 - e) in other manner under General Terms and Conditions.
- 12.3. The Subscriber may withdraw from the Contract without penalty if:
- a) the Subscriber does not accept the significant changes of the contractual conditions, not later than one month from notification of the respective significant change notified to the Subscriber by the Company SWAN; if the company SWAN has failed to notify the Subscriber of the significant modification of contractual modifications, the Subscriber shall be entitled to withdraw from the Contract within one month from the date on which he/she learnt on such change, within three months from the date the significant change becomes effective at the latest, the Subscriber shall not have the right to withdraw from the Contract under this provision, if the change of contractual conditions is direct or indirect result of amendment of generally binding legal regulations or decree of the public administration body or the European Union body,
 - b) the Company SWAN, even after repeatedly justified complaint, fails to provide the service under the Contract or fails to provide it in agreed quality, the Subscriber shall be entitled to withdraw from the Contract within one month from the date of delivery of notification on acknowledgement of the repeated complaint of the Subscriber if the breach of obligations of the Company SWAN still continues,
 - c) the Company SWAN fails to notify the Subscriber of the result of complaint examination under Section 45 (2) of the Act, the Subscriber shall be entitled to withdraw from the Contract within one month from the last date of period for notification of the result of complaint handling under Section 45(2) of the Act.
- 12.4. If several public services are provided under the Contract, the Subscriber shall be entitled to withdraw from the Contract based on the reasons stipulated in Clause 12.3 of this Article only with respect to the public service or the part thereof, which is directly affected by the reason for withdrawal or if it is not technically feasible to separate the provision of such service from the public service directly affected by the reason for withdrawal.
- 12.5. The Company SWAN may withdraw from the Contract if the Subscriber:
- a) repeatedly modifies the Equipment of the Network in unauthorized manner or permits, even by the negligence, the unauthorized modification by the third persons
 - b) has failed to pay the price within 45 days after the due date,
 - c) connects the Equipment, which is not in compliance with the requirements of the special regulations to the Network or uses such Equipment in contradiction with the approved conditions and does not disconnect the Equipment even after the formal letter by the Company SWAN,
 - d) repeatedly uses the Service in manner that prevents the Company SWAN from inspection of its use, especially, but without limitation to, provision of false or incomplete identification data related to the provision of Services or if the Subscriber uses the Services in unlawful manner,
 - e) repeatedly violates the conditions of the Contract and General Terms and Conditions.
- 12.6. The Subscriber may terminate the Contract made for an indefinite period of time from any reason or without giving a reason, however, the termination is conditioned by payment of all financial obligations toward the Company SWAN.
- 12.7. The Subscriber may not terminate the Contract if the Subscriber ordered the Service with the Fixed period.
- 12.8. The Company SWAN may terminate the Contract in case it is not possible to provide the Services under the Contract within agreed extent or in required quality as the provision of the Services is not technically feasible except for universal service. If the Company SWAN terminates the Contract due to modernization of the Network, which requires termination of provision of the Services under the Contract, it shall deliver to the Subscriber not only the notice of termination of the Contract, but also the offer for provision of other services similar in terms of technical features and price to the original Services, including the advantageous establishment in compliance with the Act.
- 12.9. The Subscriber shall include in the notice his/her identification data, registration number of the Contract, date, phone number on which the Subscriber is available, signature and impression of stamp if the Subscriber has any and it is specified in the extract from the Commercial Register or in other document proving its legal personality and manner of acting on his/her behalf.
- 12.10. The period of notice shall be one (1) month and it shall be same for the Company SWAN and the Subscriber. The period of notice shall expire on the last day of the calendar month following the month, in which the notice has been delivered to the other Party to the Contract.
- 12.11. The Company SWAN shall be further entitled to withdraw from the Contract if:
- a) the data stated by the Subscriber in the Contract prove false, which could result in occurrence of the damage,
 - b) the Subscriber is insolvent, especially if the request for initiation of insolvency proceedings with respect to assets of the Subscriber has been filed, if the Subscriber has been put into administration in accordance with special regulations or if the Subscriber has commenced the winding-up procedure,
 - c) any overdue receivables are registered in any other contractual relation with the Subscriber,
 - d) the Subscriber does not pay the invoice for advance payment under Clause 3.2 (g) of these General Terms and Conditions within 15 days from the due date at the latest.
- 12.12. If the provision at the required place or in the required extent is not technically feasible, the Contract shall terminate on the date on which the Company SWAN learns about the reason for termination. It shall apply mainly to the following cases:
- a) if the third party fails to establish the Leased circuit within 60 days from the date of execution of the Contract or
 - b) if it is found after execution of the Contract that provision of the Service is not technically feasible due to other reason.
- The Company SWAN shall inform the User about termination of the Contract without any undue delay.

- 12.13. The Contract may be terminated also upon agreement between the Company SWAN and Subscriber in writing. The Subscriber who wishes to terminate the Contract by agreement shall request for such agreement in writing. In the draft agreement the Subscriber shall specify registration number of the Order and Contract, date, phone number on which the Subscriber is available, signature and impression of stamp, if the Subscriber has any and if it is specified in extract from the Commercial Register or in other document proving its legal personality and manner of acting on his/her behalf.
- 12.14. If the natural person who is the Subscriber dies or is declared dead, Contract shall be terminated. The Contract shall also terminate after dissolution of the legal entity who was the Subscriber.
- 12.15. The Company SWAN shall be entitled, immediately after having been informed on the fact that the Subscriber died, was declared dead or the dissolution occurred, stop provision of the Service.
- 12.16. In termination of the Contract due to any reason the Company SWAN shall not be obliged to return the activation and establishment fees to the Subscriber. The Subscriber shall return the Equipment or other assets owned by the Company SWAN to the Company SWAN.
- 12.17. If the Contract is terminated, the Company SWAN shall send the final statement to the Subscriber and the Subscriber shall be obliged to pay.
- 12.18. Unless otherwise agreed in the Contract, if the Subscriber terminates or withdraws from the Contract before the date of Connection or by his/her acting precludes the possibility of Connection or Activation of the Service, the Subscriber shall be obliged to pay the costs incurred in connection with establishment of the Service to the company SWAN.

Article 13 Notifications

- 13.1. Any information, notification, notice, withdrawal from the Contract or any other delivery of the Subscriber (hereinafter referred to as "**Notification of the Subscriber**") shall be delivered in writing by the Subscriber at the official address of the Company SWAN or a point of sale of the Company SWAN, unless a different type of delivery to the Company SWAN has been set forth by the Contract or the General Terms and Conditions of the Company SWAN for the given type of the Notification of the Subscriber.
- 13.2. Any information, notification, payment reminder letter, invoice, pro forma invoice, notice, withdrawal from the Contract or any other notification of the Company SWAN (hereinafter referred to as "**Notification of the Company**") shall be delivered by the Company SWAN to the Subscriber using one of the following types of delivery:
 - a) qualified delivery,
 - b) regular delivery,
 - c) other method of delivery.
- 13.3. The qualified delivery shall be the delivery of the Notification of the Company by registered mail or delivery of the Notification of the Company with return receipt to the last known address of the Subscriber. The Notification of the Company shall be deemed served on the day when the Subscriber or other person eligible for legal acts, living at the same

- address and willing to hand over the Notification of the Company to the Subscriber, take over the Notification of the Company being delivered and confirms its take-over to the entity in charge of the delivery. If it is not possible to deliver the Notification of the Company using this method due to any reason, the Notification of the Company shall be deemed delivered on the first day of the period specified for its take-over after such Notification of the Company has been deposited with the entity in charge of the delivery (e.g. post office).
- 13.4. The regular delivery shall be the delivery of the Notification of the Company to the last known address of the Subscriber provided that in case of any uncertainties regarding the date of service of the Notification of the Company the Notification of the Company shall be deemed delivered on the seventh calendar day after it is sent. If this method is used for delivery of payment reminder letter or invoice and the Subscriber does not receive it within 15 days after the end of billing period due to the reason that it could not have been delivered to him/her or due to other reasons, the Subscriber shall inform the Company SWAN of such fact within 24 hours. If the Subscriber fails to do so within 16 days after the billing period expires, the invoice or payment reminder letter shall be deemed served on the last day of this period. If the Subscriber informs the Company SWAN within this period that he/she has not received the invoice, he/she will receive the transcript of invoice.
- 13.5. The Notification of the Company delivered to any address specified by the Subscriber in the Contract shall be deemed delivered to the Subscriber.
- 13.6. The notification by other method shall be the delivery of electronic mail and SMS message to the contact email address or mobile phone number of the Subscriber specified in the Contract.
- 13.7. All notification methods are of identical force and the Company SWAN shall be entitled, at its own discretion, to use any of the methods set forth above in this Article for delivery of Notifications of the Company, with the exception of delivery of notice of and withdrawal from the Contract, which may be performed only qualified or regular notification.

Article 14 Law and Jurisdiction

- 14.1. The Contract shall be governed by the law of the Slovak Republic.
- 14.2. All disputes arising out of or in connection with this Contract including any disputes regarding its validity, interpretation or cancellation shall be following the action brought by any of the Parties to the Contract resolved by the court of subject-matter and territorial jurisdiction of the Slovak Republic.
- 14.3. The company SWAN and Subscriber have agreed that relations not governed by these General Terms and Conditions and the respective Act provisions shall be governed by the Civil Code.

Article 15 Out-of-Court Dispute Resolution

- 15.1. Without prejudice to the Subscriber's rights under Article 14 of the General Terms and Conditions, the Subscriber may submit a dispute with the company SWAN to the Telecommunication Regulatory Authority

of the Slovak Republic, however, only after the complaint procedure provided that the Subscriber does not agree with the result of complaint procedure or with the manner of its settlement.

- 15.2. Motion for commencement of out-of-court dispute resolution shall contain the following:
- a) name, surname and electronic or postal address of the Subscriber,
 - b) name and official address of the enterprise,
 - c) subject of dispute,
 - d) reasoning of non-satisfaction with results of complaint procedure,
 - e) proposal of dispute resolution.
- 15.3. The Subscriber shall file the Motion for commencement of out-of-court dispute resolution without delay, however, not later than 45 days from delivery of the result of complaint procedure.
- 15.4. Both the Subscriber and the Company SWAN may supply evidence and supplement thereof, submit the documents necessary for consideration of the dispute related to the merits of the case. The Authority shall settle the submitted dispute impartially with the aim to reach the dispute settlement. The period for reaching of out-of-court dispute resolution shall be 60 days from the date of filing the complete motion, in disputable cases 90 days from the date of filing the complete motion.
- 15.5. The written agreement binding for both parties shall be the result of successful dispute resolution.

Article 16

Changes and Validity of the General Terms and Conditions

- 16.1. The Company SWAN shall be entitled to modify the General Terms and Conditions.
- 16.2. The Parties to the Contract have agreed that in case of changes or amendments of the General Terms and Conditions, the company SWAN shall inform about his change at least one month before such change or amendment becomes effective by publishing the new conditions on the Internet or at the place of its commercial representation.
- 16.3. If the Subscriber does not agree with the change of the General Terms and Conditions, the Subscriber shall have a right to cancel the Contract by withdrawing of the same by delivering the written notification on withdrawal until the date of effectiveness and validity of the new General Terms and Conditions at the latest. In such case the legal effect of cancellation of the Contract occur on the date the new General Terms and Conditions become valid and effective.
- 16.4. The General Terms and Conditions shall remain valid during the period of validity and effectiveness of contractual relation between the Subscriber and Company SWAN constituted by the Contract and also after its termination until all claims arising of this relation are completely settled.
- 16.5. If any provision of the General Terms and Conditions becomes invalid, ineffective or unenforceable in limited extent, other provisions shall remain effective in full extent. In such case the Company SWAN shall replace the affected provision by the valid, effective and enforceable provision, which shall come closest to the principles agreed in these General Terms and Conditions and economic and legal purpose and meaning of the affected provision.

Article 17

Joint, Interim and Final Provisions

- 17.1. The version of General Terms and Conditions in the Slovak language shall be binding. The General Terms and Conditions, the Order, and the Tariff shall form the integral parts of the Contract.
- 17.2. These General Terms and Conditions and Tariff shall be given to the Subscriber before entering into the Contract.
- 17.3. These General Terms and Conditions were issued on 01.06.2014 and shall become effective on 01.07.2014.