



TERMS AND CONDITIONS OF THE AIM ELECTRONIC COMMUNICATIONS NETWORK SERVICES VALID AS OF 15.6.2016

Article I INTRODUCTORY PROVISIONS

1. Planet A, a.s., AIM network operator, having its registered office at U Hellady 4, Prague 4 - Michle, reg. no. 00537012, registered in the Commercial register maintained by Municipal court in Prague, section B, file no. 118, represented by Martin Havrda, chairman of the Board of Directors (the **"Provider"**), providing electronic communications services under the brand name "AIM" (the **"services"**), hereby sets out the following terms and conditions (the **"Terms and Conditions"**) governing the provision of services in accordance with Czech Telecommunication Office certificate no. 2145 and Act No. 127/2005 Coll., on Electronic Communications (the **"Electronic Communications Act"**) to users on the basis of an electronic communications services contract (the **"Contract"**) and appendices to this Contract (**"appendices"**). The term Contract used in these Terms and Conditions also refers to individual appendices to the Contract and all provisions on contracts shall apply to these appendices concerning, in particular, individual services. The service Provider individually or together with other services in service packages; a service package is also considered a series may be offered by the vice. Services are provided in the Czech Republic.
2. For the avoidance of doubt, if there are provisions in the Contract (or its appendices) and in the Terms and Conditions which are in mutual conflict, the arrangement in the Contract shall prevail over the provisions of the Terms and Conditions. If the Provider has concluded a loan contract or a lease/sublease contract with the User, in the event of any disputes the provisions of such loan contract or lease/sublease contract shall have precedence over the provisions of these Terms and Conditions.
3. The Terms and Conditions, the price lists for services available at www.a1m.cz, including the price list for additional services (the **"price list"**), the list of the types of services provided, the description of the services, the offer of the types of service work, the programme menu, as well as any other arrangements between the parties, form an integral part of the Contract. By signing this Contract the User agrees to become a member of the Provider's loyalty programme as of the date the Contract takes effect and agrees to its terms published on www.a1m.cz. If the Parties conclude a new contract replacing a previous contract, the Subscriber's financial or other debts resulting from the previous contract shall not expire and shall be governed appropriately by the terms of the new contract (in such cases the financial settlement provided by the Subscriber shall be used preferentially to pay the oldest receivables against the Subscriber).
4. Under the Contract the Provider agrees to provide the User with the agreed services and the User agrees to use these services for the agreed period, to provide the necessary cooperation and to comply with the contractual obligations, in particular to pay the prices for the services properly and on time. The Provider shall not bear any liability for the use of the services by the User or for the content of transmitted messages (information).
5. **Definition of terms:**
 - a) subscriber – each natural or legal person that concludes a contract with the Provider.
 - b) user – each natural or legal person that uses or requests a service. Where a user is mentioned in these Terms and Conditions, depending on the nature of the matter and a logical interpretation this could also mean a Subscriber.
 - c) provider's electronic communications network – transmission systems and, where applicable, switching or routing equipment and other resources to enable the transmission of signals by wire, radio, optical and electromagnetic means, etc., regardless of the type of information being transmitted (the "network").
 - d) network termination point – the physical point (socket, Ethernet port), at which the Subscriber is provided with access to the network.
 - e) end-user device – PC – a device enabling access to the Internet; gateway – home gateway – a device for the provision and use of voice services; set-top box (STB) – a device for receiving television signals; the user's server; telephone device enabling the use of mobile services.



- f) customer centre – the Provider’s customer centre. The addresses of the call centres in the individual locations where the services are provided can be found at www.aim.cz. Up-to-date information about the types of services provided and about the valid prices of services can be obtained from any customer centre or at www.aim.cz, or from the Provider’s sales representatives.
- g) provider’s call centre – phone number: 246 089 200 (see also www.aim.cz). The call centre receives requests to solve technical problems and orders for service work, user reports about failures in service delivery and equipment defects. It also provides information about the current range of services. Customer support services are provided to service users through the customer centres and the call centre.
- h) restriction on the provision of a service – preventing active access to a service. During the restriction on the provision of a service services are charged by the Provider in accordance with the valid price list; the renewal of the service (reactivation) is possible on the Subscriber’s request and after payment of a reactivation charge in the amount according to the Provider’s valid price list.
- i) disconnection of a service – complete prevention of access to a service, i.e. complete restriction on the provision of a service. During the period that a service is disconnected, services are not charged by the Provider.
- j) cancellation of a service – cancellation of a Subscriber connection or the deactivation of all SIM cards on one contract (for example, on the termination of a contractual relationship).
- k) refundable deposit for services – the amount specified in the price list that the Provider is entitled to demand from the Subscriber on the signing of the Contract and which the Subscriber is required to pay on the signing of the Contract on the Provider’s summons.
- l) call limit – the amount specified in the price list that the Subscriber is not allowed to exceed when using these services during the course of one calendar month.
- m) minimum monthly payment – the financial amount specified in the Contract or the price list, below which the scope of the services used may not drop in one billing period; if the scope of the services used drops below the minimum monthly payment, the Subscriber shall be charged the agreed minimum monthly payment amount. The minimum monthly payment applies to each concluded contract.
- n) activation fee – the price charged by the Provider for establishing the service in the amount according to the valid price list and usually payable in cash on the signing of the Contract.
- o) deadline for commencement of services – the Provider’s services shall be established (activated) no later than within 30 days of the delivery of an order for the services, unless it is expressly agreed otherwise at the Subscriber’s request.
- p) minimum guaranteed level of service quality – 95% availability for all the Provider’s services unless it is agreed otherwise with the Subscriber.
- q) programme menu – the programme menu for the AIM TV service which includes a list of individual television channels. The current programme menu is available at www.aim.cz, any customer centre or through the call centre.
- r) infopage – the My AIM app accessible after entering a login name and password at www.mujaim.cz and designed for the Provider’s communication with the Subscriber, for sending bills, information about the services provided, demonstrable notice to pay prices, changes to the contractual terms, information about a contract extension, etc.
- s) test operation – the period during which the operation and provision of a particular service is tested. During test operation the service is provided by the Provider under special contractual terms of the test operation of the service. At the end of the test operation period a contractual legal relationship will automatically be established between the Provider and the User, if the relevant Contract has not been signed.
- t) purchase PIN code – the unique PIN code that the Subscriber receives on activation of the AIM TV service or the AIM PACKAGE service containing the AIM TV service and which is used mainly for ordering titles (use of sub-licences) from the AIM VIDEO RENTAL. The PIN code can be changed on the infopage using the method specified there or via the call centre when you state your communication password (the replacement identifier – see below – cannot be used in this case). The same procedure also applies when entering a new/changing a parental PIN code (parental lock). The PIN code/parental PIN code is always tied to an individual contract



and to one Subscriber connection point. The parental PIN code is a technical measure that allows the Subscriber to restrict access to television broadcasts to children and young people; this PIN code is always provided for television channels with erotic content and is required for ordering titles with such content.

- u) self-service – an app accessible via the User’s set-top box, through which it is possible to conclude contracts or appendices after entering a purchase PIN code if the first contract with the Subscriber was concluded in writing in accordance with these Terms and Conditions. The procedure for concluding contracts via this app is described in detail in the User’s set-top box.
- v) communication password – the password that is allocated to the Subscriber by the Provider or which the Subscriber generates/enters via the Provider’s information system and which the Provider has the right to request from the Subscriber during communication concerning the contract (in particular when changing a service, changing a PIN code, etc.); the Subscriber identifies himself to the Provider with this password.
- w) SIM card – the Subscriber identification card for identifying a subscriber of the AIM Mobile service in the public telephone network; one phone number is allocated to each SIM card.
- x) AIM INTERNET or INTERNET service – a publicly available, fixed connection, electronic communication service via a communication network; individual types of this service, including the technical parameters, can be found in the valid price list.
- y) AIM PHONE or PHONE service – a public phone service provided via a public, fixed, electronic communication network, using VoIP technology. The technical parameters of the service can be found in the valid price list.
- z) AIM Mobile or Mobile service – a publicly available, electronic communication service provided via a third party’s mobile communication network containing basic and supplementary services as specified at www.afm.cz; the technical parameters of the service are also specified on the website and in the price list.
- aa) AIM TV or TELEVISION service – a television (and radio) rebroadcasting service in digital quality using IPTV (Internet Protocol TV) technology via an optical electronic communication network; the individual tariffs and thematic television channels and the technical service parameters are specified in the valid price list. The TELEVISION service may also be provided through special transmission systems. In such case the terms according to Article IV, paragraph 18 et seq. of these Terms and Conditions shall apply to this service. The AIM TV service or the TELEVISION service via special transmission systems is offered under the brand name “Kuki TV”.
- bb) AIM VIDEO RENTAL – an additional, virtual video library service where the Provider provides the Subscriber with the right to use a film for a limited period (sub-licence) and the Subscriber agrees to pay the Provider the agreed price for providing the sub-licence for a specific title.
- cc) AIM VIDEO RECORDER – an additional service with the TELEVISION service or the PACKAGE service (containing the TELEVISION service), a description of which can be found at www.afm.cz.

Article II

PARTIES' RIGHTS AND OBLIGATIONS

A. Rights and obligations of the User (Subscriber)

1. The User shall be required to ensure the hardware and software resources, including their installation, input and output devices, including a television set (the **“User’s equipment”**) and their functionality and compatibility with the service so that it can be connected to the Provider’s network termination point. The Provider shall not be liable for the functionality or operation of the User’s equipment. A list of equipment approved by the Provider can be found at www.afm.cz. If equipment other than that approved by the Provider is connected, the Provider shall bear responsibility for the performance or availability of a service, and in these cases it shall not guarantee service levels. The Subscriber shall also be required to adhere to the Technical Conditions which are available at www.afm.cz.
2. The User agrees not to connect to the Provider’s terminal equipment or the mobile connection network, via which the services are provided, any equipment that does not meet the requirements of safety, technical and other standards or which is unapproved according to Czech legislation. The User shall not be entitled to provide services to third parties, unless it has been agreed otherwise in writing between the Provider and the Subscriber. In the event of a breach of these obligations the User shall be required to pay a contractual fine of CZK 15,000 (in words:

fifteen thousand Czech crowns) within 7 days of the delivery of the bill for this contractual fine. The billing and payment of the contractual fine shall not affect the Provider's right to compensation or its amount.

3. The User shall not be entitled to change the **installation site** without the Provider's knowledge. The User shall not be entitled to in any way interfere with the Provider's equipment or allow it to be interfered with by a third party that does not have written consent from the Provider to do so; otherwise the User shall be required to pay the resulting damages in full. The User understands and agrees that in the event of FTTH (fiber to the home) connection he shall be provided with the equipment necessary for the services, which if handled incorrectly (damage, unauthorised opening by the User, etc.) can be a source of invisible, electromagnetic radiation, which can cause eye damage.
4. The Subscriber shall be required at least 7 days **in advance to inform the Provider of any changes to his personal details** or to those of the payer if this is someone other than the Subscriber (in particular telephone number, postal address, change of surname, change of company name, contact email, etc.), at a customer centre, electronically via the infopage or in writing sent by registered post to a customer centre or to the Provider's registered address. More detailed information about how to make changes and the deadlines for doing so can be found on the infopage.
5. When concluding a Contract the Subscriber shall chose the postal address, to which the Provider is to send all documents (postal address).
6. For correspondence with the Provider the Subscriber shall use the contact e-mail address stated in the written contract.
7. **Access to the secure part of the infopage:** if the Subscriber wants to have access to the secure part of the infopage, he shall have to obtain, in an electronic request, details to identify him from the Provider, i.e. username and password. A contractual relationship must be formed between the Provider and the Subscriber in order for identification details to be issued, i.e. the first of the contracts concluded between the Provider and the Subscriber must be concluded in writing with the Subscriber's original signature. The Subscriber agrees not to disclose his username and password to third parties, not to interfere with this password in any way without the Provider's prior consent, in particular not to change it other than in the ways specified by the Provider (the procedure for changing the password is available at www.a1m.cz) and shall also be responsible in full for the loss or misuse of these details. In the event of a breach of this obligation action taken by these parties shall be considered action by the Subscriber.
8. The Subscriber/User can also access the secure part of the infopage through external authorisation servers, i.e. third party services (for example, Facebook, OpenID, etc.); the Subscriber understands that in these cases he provides his identification details for access to his infopage to these third parties at his own responsibility and therefore the Provider shall not bear any responsibility for action (for example, changes to contracts) taken by the Subscriber through these external authorisation servers or taken through third party services subsequent to the Subscriber/User's access to these services. The Subscriber connects the infopage to the external servers via his infopage in the manner stated therein; after making connection by logging into the third party service (for example, Facebook), the Subscriber automatically logs into his infopage without re-entering his identification details (i.e. the Subscriber by the third party by the method it stipulates, in particular by entering his name and password, CA certificate, identification text message) and can take legal acts leading to the amendment or termination of contractual relationships with the Provider; this identification is done outside the Provider's network and outside the Subscriber's infopage.
9. The Subscriber/User agrees not to disclose to third parties the password for using the services allocated to him in the Contract or in the activation guide and in the event of a breach of this obligation the Subscriber shall bear responsibility for action taken by these parties in the same way as if he had taken it himself. Similarly, the Subscriber/User agrees to familiarise himself with how the network services and operating systems work, which is necessary for using the services.
10. The Subscriber/User shall be required to allow the Provider to carry out work relating to the delivery of services, repairs, maintenance, change, relocation or dismantling of the Provider's equipment at the installation site/network termination point. If the Provider is unable to do the above, it shall not be required to fulfil its contractual obligations; in these cases the Subscriber shall not be guaranteed the minimum guaranteed level of service quality. If, as a consequence of the above action or neglect or other breach of Contract by the Subscriber/User, there is a reduction in the quality of the service, the Subscriber/User shall not be entitled to compensation for the damage suffered, or to the return of the price for the service or its proportionate part. Work on the Provider's equipment or that of a third party, via which the Mobile service is provided, may lead to a loss of the services; the Subscriber shall be



responsible for backing up data on his end-user device; the Provider shall not bear any responsibility for any failure to back up data or for the loss of data or information.

11. If the User purchases an end-user device for the purposes of using the AIM TV service, he shall become the owner of this end-user device.
12. The Subscriber/User acknowledges and agrees that the Provider shall keep an electronic database of the operations carried out by the Subscriber/User in its network and outside it and gives the Provider consent to any measurement of the volume of data transferred by the Provider's technical resources, or other activities of a similar nature. This does not affect the protection of personal, operational or location data under applicable legislation.
13. The Subscriber/User acknowledges that communication via an electronic communications network is not secure and the transmitted data can be attacked, monitored or lost; the Provider shall not bear any responsibility for damage incurred in connection with this.
14. The Subscriber/User is notified that use of the TELEVISION and VIDEO RENTAL/CINEMA services can affect bandwidth for network access to the Internet when using these services at the same time in one installation site.
15. When using the TELEVISION and VIDEO RENTAL/CINEMA services the Subscriber/User does not have the right to use the contents in accordance with the relevant provisions of copyright law, except for personal use according to the purpose of the service provided to the extent technically allowed by such service. Making the contents obtained within this service accessible is expressly forbidden; the User shall be required to use all contents obtained through the TELEVISION or VIDEO RENTAL/CINEMA services in accordance with applicable legislation, morals and general practice. In particular, it is strictly forbidden to reproduce or duplicate content in any way or to distribute or communicate it to the public, to modify or edit content or otherwise manipulate copyright and related rights, as well as technical protection devices or information mechanisms which may be part of the contents of this service. If the service or its content is misused, the User shall bear full responsibility for such misuse. In the event of a breach of the obligations under this paragraph the Provider shall have the right to withdraw from the Contract with immediate effect.
16. The Subscriber shall be required to use the services for the agreed period for which the Contract is concluded; if the Subscriber breaches this obligation the Provider shall be entitled to charge the Subscriber a contractual fine for a breach of this obligation. For subscribers that are consumers, the amount of the contractual fine is set at one fifth of the sum of the regular monthly payments or one fifth of the sum of the minimum monthly settlement remaining until the end of the agreed term of the Contract (i.e. for the period between the date the termination of the Contract takes effect and the end of the agreed term of Contract). For subscribers that are not consumers, the amount of the contractual fine is set as the sum of the regular monthly payments remaining until the end of the agreed term of the Contract.
17. Furthermore, the Subscriber undertakes to:
 - a) pay the prices for services and service work according to the price list valid at the time the service is provided and to use the ordered services in accordance with applicable legislation and the Contract;
 - b) not attempt to hack into other data networks or services, for which he does not have authorised access and which he is not authorised to use;
 - c) not use the Provider's services or equipment or its supplementary equipment to breach the authorisation or security of any host, data network or account, as well as obtain unauthorised access to the end device of another user, his software or data, or use or disseminate any resources or instruments endangering the security of the data network or allowing its disruption;
 - d) refrain from any conduct in violation of the ethical rules of behaviour on the Internet, in particular not to send unsolicited mass e-mails (spamming), scanning of ports, etc.; and
 - e) pay all costs incurred by the Provider in finding payments, sending reminders and the costs associated with debt recovery.
18. The Subscriber/User confirms that he has been informed of the demands of the parameters of the terminal equipment connected to the network termination point and undertakes to use only terminal equipment approved or recognised for operation in the Czech Republic. The obligation to pay a refundable deposit on the Provider's notice applies to each individual contract that is concluded. This deposit shall be returned within 90 days after the termination of the Contract takes effect, in cash at a customer centre, or it can be sent by the Provider to the Subscriber by postal order for the fee specified in the price list (in this case the Provider is entitled to reduce the



amount of the returned deposit by this fee). In the event of a withdrawal from the Contract concluded remotely the deposit will be returned within the statutory 14-day period in the same way as it was received from the Subscriber, at the Provider's cost. The Provider shall be entitled to use the refundable deposit to offset its claims against the Subscriber, in particular for the payment of unpaid prices for the services, contractual fines or financial settlement, the cost of unreturned equipment, etc. In such a case the Provider shall be entitled to ask the Subscriber to supplement the refundable deposit to the original amount. A refundable deposit must also be paid to the Provider for the duration of a contractual relationship by a Subscriber that has arranged with the Provider payments for services by subscription and who during the contractual relationship on his request changes the payment method to payment other than by subscription for services. A Subscriber shall also be asked to pay a refundable deposit if he has terminated an INTERNET, PHONE or PACKAGE contract without at the same time terminating a Mobile contract and has not yet paid this deposit; if the deposit is not paid by no later than the effective date of the contract that is terminated, the Mobile contract shall also end automatically on the date this contract ends.

19. The call limit applies to each individual contract that is concluded, regardless of the number of telephone numbers that are assigned to the particular contract. The size of the call limit may be arranged by agreement between the Subscriber and the Provider in an amount different from the price list, on the basis of a refundable call deposit paid by the Subscriber to the Provider. If the call limit for a particular contract is exceeded (as a consequence of using the services from any phone number specified in the contract), as soon as the limit is exceeded the Provider shall be entitled to limit the paid, outgoing or incoming calls or services. This restriction will be cancelled by the Provider no later than 240 minutes after a refundable call deposit of CZK 1,000 has been paid in cash at the Provider's customer centre. The call deposit shall be refunded in cash at the customer centre within 30 days of the termination of the Contract or appendix for the relevant services or within 30 days after the equipment for using AIM PHONE services owned by the Provider has been properly returned. The Provider shall be entitled to use the call deposit paid by the Subscriber to offset its claims against the Subscriber, in particular for the payment of unpaid costs for the services provided, contractual fines, the price of loaned equipment, etc.
20. Action taken by the Subscriber using the communication password shall have the consequences of compliance with written form. Instead of the communication password the Subscriber may also identify himself by using the replacement identifier he has chosen via the infopage, which may be a combination of his birth identification number and ID card number or other fact specified on the infopage (the Subscriber shall be responsible for action taken under the replacement identifier in the same way as if he had used the communication password). The Subscriber is entitled to change his communication password at a customer centre.
21. The SIM card shall remain the Provider's property for the entire term of the Contract; however, the Provider shall not be responsible for the data stored on the SIM card by the Subscriber. On termination of the Contract the Subscriber shall be required to return the SIM card to the Provider. Upon ascertaining the loss, theft or misuse of the SIM card the Subscriber shall be required to immediately inform the Provider, which shall take measures to prevent the misuse of the SIM card or services within 24 hours of notification. If the SIM card is lost, stolen or damaged or the PUK code is disclosed the Provider shall issue the Subscriber, on his request, within a new SIM card for the price and under the conditions specified in the price list.
22. The PHONE service shall only be provided if the INTERNET, TELEVISION or PACKAGE service is used simultaneously. The Subscriber shall be allowed to prevent his phone number from being displayed via the infopage. In the case of malicious and annoying calls the Provider shall make details containing the identification of the caller available to the Subscriber, on his written request. The Subscriber shall be given access to emergency numbers, including information about caller location for emergency numbers.
 - a) Selective prevention of calls can be done at the exchange on the User's request. Through the Provider's network it is possible to use the information and operator services provided by other service providers. As part of the selected PHONE services the Subscriber may be provided with free units (minutes) according to the valid price list. Not using free units shall not affect the Subscriber's requirement to pay the fixed monthly price for the service; termination of the Contract does not oblige the Provider to reimburse the price of the free units to the Subscriber. The number of free units always applies to one concluded Contract.
 - b) If geographic numbers are used the Subscriber/User shall be required to use such numbers only in the designated area, in which or for which the number has been assigned to him; such obligation shall also apply to subscribers with PBXs, who with the Provider's consent assign numbers to other users beyond the PBX (where the PBX is physically located shall be disregarded); a breach of this obligation shall be deemed a substantial breach of the Subscriber's contractual obligations and the Provider shall be entitled to withdraw from the PHONE service contract with immediate effect. The participating parties' rights and

obligations when implementing number portability are determined by general measure OOP/10/10.2012-12 issued by the Czech Telecommunication Office. All information about the portability of telephone numbers is available at www.a1m.cz.

23. The Mobile service shall only be provided if the INTERNET, TELEVISION or PACKAGE service is used simultaneously, unless stated otherwise in the price list. The price list may also set other conditions for the use of this service. The Subscriber shall be allowed to prevent his phone number from being displayed. In the case of malicious and annoying calls the Provider shall make details containing the identification of the caller available to the Subscriber, on his written request. The Subscriber shall be given access to emergency numbers, including information about caller location for emergency numbers.

As part of the selected Mobile services the Subscriber may be provided with free units according to the Provider's price list (minutes, text messages, data). The Subscriber shall be entitled to use the free units only for using the services according to the price list. Not using free units shall not affect the Subscriber's requirement to pay the fixed monthly price for the service; termination of the Contract does not oblige the Provider to reimburse the price of the free units to the Subscriber. The number of free units always applies to one concluded Contract (not to one SIM card – therefore free units for multiple SIM card and phone numbers specified on one contract are added together).

Due to the transmission of radio waves the Provider does not guarantee that in areas covered by a signal according to the coverage map published on www.a1m.cz or www.aimmobil.cz the Subscriber will always have Internet connection. Non-coverage of certain parts of the Czech Republic or the inability to connect to the network is not a defect on the part of the Provider and does not give the Subscriber the right to withdraw from the Contract or the right to compensation for any damage suffered.

Mobile service subscribers are not allowed make use of mutual data communication in the Provider's network or in the network of a third party, through which this service is provided. The participating parties' rights and obligations when implementing number portability are determined by general measure OOP/10/10.2012-12 issued by the Czech Telecommunication Office. All information about the portability of telephone numbers is available at www.a1m.cz.

24. The AIM VIDEO RENTAL service is available only to users who have a contract for the TELEVISION service or the PACKAGE service (which includes the TELEVISION service) with the Provider. CINEMA - a supplementary virtual video library service where the Provider provides the Subscriber with the right to use a film for a limited period (sub-licence) and the Subscriber undertakes to pay the Provider the agreed price (charge) for providing the sub-licence for a particular title. The service is only available to users who have a contract for the TELEVISION service or the PACKAGE service (which includes the TELEVISION service) with the Provider. The technical resources for the CINEMA service are provided by SMART Comp. a.s., with its registered office at Kubíčkova 1115/8, Bystrc, 635 00 Brno, reg. no.: 25517767.

Basic operating conditions for the AIM VIDEO RENTAL and CINEMA service:

- the current range of titles is listed on the User's set-top box, and at www.a1m.cz;
- the sub-licence for a particular title is provided on the basis of an order made by the Subscriber via his set-top box. To make an order it is necessary to enter the purchase PIN code, and possibly also the parental PIN code;
- the period that the sub-licence is provided to the Subscriber is limited to a maximum of 24 hours from the moment the sub-licence is provided for a particular period, i.e. from the moment the order he has sent is confirmed by the Provider. The Provider shall be entitled to reject an order if it registers any unpaid debt against the Subscriber;
- the Provider shall be entitled, on the basis of a unilateral legal act, to restrict the maximum number of titles ordered by a Subscriber in one calendar month. Titles in this part of the CINEMA offer, which are available to users free of charge, are not included within this limit;
- ordering a title, providing a sub-licence and the payment of the price for this sub-licence are always tied to specific contracts and the Subscriber's connection site.

Other conditions for the provision of this service are set out in the Terms and Conditions or may be specified in the description of the service at www.a1m.cz.



B. Provider's rights and obligations

1. On the conclusion of the Contract or on activation of the service the Provider shall be required to assign the Subscriber a password (passwords) in order to use the services. The Provider shall be entitled to change this password (these passwords) unilaterally; the Provider shall notify the Subscriber of a change of password at least 3 days in advance.
2. For the duration of the contractual relationship the Provider reserves the right to change the IP addresses assigned to the Subscriber and to make other technical changes necessary in order for the service to be provided properly. In this regard the Subscriber does not have the right to compensation for any damage suffered and shall be required to provide the Provider with the necessary cooperation when such technical changes are made.
3. If the Subscriber uses an e-mail box from the Provider with the format@aim-net.cz, he agrees to the Provider being entitled to automatically remove content from this box that is more than 3 years old (counting from the date the e-mail is delivered or sent) and including if the contractual relationship between the Subscriber and the Provider is still valid. The Provider shall be entitled to automatically cancel an e-mail box with the format@aim-net.cz 2 years after the end of the contract with the Subscriber. In these cases the Provider shall not bear any responsibility for the content of the e-mail box or for damages that may arise in this respect.
4. The Provider shall not bear responsibility for placing materials, information or data on the User's homepage or for the use of information and data by the User in connection with the use of services.
5. **Consequences of failure to pay prices for services:** if the Subscriber does not pay a bill for services by the due date or does not fulfil other contractual terms, the Provider shall demonstrably notify him and set an alternate date for providing performance or redress. The alternate period may not be less than 1 week from the date notification is delivered. Notification shall be delivered to the Subscriber via the infopage and sent to the Subscriber's contact e-mail, which he expressly agrees to. If the Subscriber fails to redress the situation or pay for the services within the specified deadline, the Provider has the right to restrict the separately charged service in question by preventing active access to the service, with the exception of calls to emergency numbers. Following repeated failure to meet the contractual conditions or in cases where the Subscriber consistently pays late or consistently does not pay the prices for services, the Provider has the right to terminate the separately charged service in question and to withdraw from the Contract with immediate effect. The Subscriber shall be required to pay the Provider all the costs associated with the delivery of notification of failure to meet the contractual conditions in the amount according to the valid price list. Partial payment for a service (including the PACKAGE service) shall also be deemed a breach of contractual obligation and non-payment of a bill for services; also in the event of such partial payment the Provider shall therefore be entitled to restrict and subsequently disconnect the service (including the PACKAGE service) and to withdraw from the Contract. The Subscriber gives the Provider consent to send notification of non-compliance with the contractual obligations in the form of a text message to the Subscriber's phone number given in the Contract. Such text messages shall be charged at the rates according to the valid price list.
6. The Provider shall be entitled to refuse to conclude a contract or appendix, in particular if: i/ it registers any outstanding debts against the Subscriber; ii/ the Subscriber is registered in the Central Register of Executions; iii/ the Subscriber has deliberately given incorrect personal or identification details.
7. The Provider shall also be entitled to refuse to conclude a contract or appendix if the Subscriber has gone into liquidation, insolvency proceedings have been initiated against it and are ongoing, or a petition to initiate insolvency proceedings has been rejected due to lack of property (if any of these facts occurs during the contractual relationship, the Provider shall also be entitled, without prior summons to rectify the situation, to withdraw from the Contract with immediate effect). This arrangement applies to contracts concluded after 1 September 2013.
8. The Provider shall provide services with the guaranteed level of quality for individual services (Article I, paragraph 4 of the Terms and Conditions) or according to the valid price list, in accordance with the Electronic Communications Act and the measures issued by the Czech Telecommunication Office. The Provider shall not be responsible for a reduction in the quality of the TELEVISION service if the reasons for the reduction in the quality of the service are on the part of the radio and television broadcasters (programme suppliers) which the Provider uses. Nor shall the Provider be responsible for the quality and content of services provided by other service providers, including foreign providers, or for the quality and content of third parties' quality and content, for the provision of which the Provider's network is used.



9. The Provider undertakes to remove defects on its part usually within two working days of being reported to the call centre, except for situations where an exceptional, unforeseeable and insurmountable obstacle beyond its control has temporarily or permanently prevented the Provider from removing the malfunction or defect (in particular natural catastrophes, fire, flood, extreme adverse weather, etc.).
10. If it has been possible to use a service only partially or it has not been possible to use it at all due to a technical or operational defect on the part of the Provider (i.e. the minimum guaranteed level of service quality is not adhered to), it shall be required to remove the defects and reduce the price proportionally or, by agreement with the Subscriber, arrange for the service to be provided by alternative means. The restriction of the provision of a service or services due to a breach of the Subscriber/User's contractual obligations shall not be deemed a disruption in the delivery of services. The Provider shall not be required to pay users compensation for damaged suffered as a consequence of the disruption to a service or faulty services. A reduction in the quality or availability of services during planned regular maintenance by the Provider, which is always scheduled for the Tuesday of each calendar week between 02:00 and 06:00 hours, shall not be deemed a reduction in quality/availability/level of services.

The cost of correcting a defect shall be borne by the Provider, except in cases where the defect has been caused by the Subscriber/User or if the defect has been caused by a malfunction on the end-user device. In these cases the Subscriber/User shall be required to pay the price according to the valid price list for the removal of the defect.

11. For the AIM TV service or supplementary services with this service the Provider shall not be responsible for the content of television and radio rebroadcasting or for a breach of third party rights caused by making this content accessible. The Provider shall provide the AIM TV service continuously in accordance with statutory provisions, except for the period necessary for the maintenance of technical and software resources and except for outages that are on the part of the radio and television broadcasters that the Provider uses.
12. The Provider shall not bear responsibility for the use of services by the User or for the content of transmitted messages (information).
13. To prevent connection capacity being filled or exceeded the Provider uses the following procedures: i./ voice services are provided ahead of data services by priority; ii./ if connection capacity is filled a new call cannot be started, ongoing calls are not affected; iii./ if connection capacity is filled for data services the connection speed will be limited for all active network users; iii./ for data services FUP also applies.
14. The Provider reserves the right to unilaterally change the programme menu for the AIM TV service, in particular the structure of channels, the number of channels, in particular due to changes to legal and technical conditions or changes to conditions by the suppliers of individual channels. The Provider shall not be responsible for the content of the broadcast channels or for defects caused by the non-supply or defective supply of channels to the Provider by their manufacturers or distributors.
15. During the use of the AIM VIDEO RECORDER service the Provider shall not bear responsibility for the loss of data stored by the Subscriber or for any damages caused by such loss.
16. If the security and integrity of the network or the security of a service is disrupted or if they are found to be under threat or vulnerable, the Provider may take the following kinds of measure:
 1. Block the disrupting data traffic
 2. Restrict or completely prevent the customer's access to the Provider's data network
 3. Terminate the contract with the Subscriber and disconnect the customer from the Provider's data network

The Provider shall notify the Subscriber of these facts on the contact e-mail and via the infopage.

17. The Subscriber acknowledges that the fair user policy may have an impact on the quality of the Internet access services (applied in the Mobile service) so that the bandwidth connection to the Internet may be limited in the Mobile service to 64 kbps for the period from the introduction of this policy until the end of the relevant billing period. A reduction in speed and an increase in latency (response time extension) will be reflected equally on all services which are accessed via the Internet within the Mobile service.

This policy may affect the availability of services on the Internet, especially data-demanding services.

This policy will not affect the protection of subscribers' personal data and privacy.



18. Furthermore, the Subscriber acknowledges that if the physical capacity of the network termination point for the Subscriber connection is insufficient to operate the connected AIM TV terminal equipment (on average 7 Mbps per terminal device) and simultaneously for the use of data downloading within the AIM INTERNET service at a speed above 100 Mbps, restrictions on data volume, speed or other quality parameters in the AIM INTERNET service ordered by the Subscriber together with the AIM TV service may be adopted and shall appear in the following ways:

1. The AIM INTERNET service may be restricted (for example download speed), while the AIM TV service shall take precedence over the AIM INTERNET service;
2. The bandwidth for downloading data may be temporarily limited to a reasonable extent;
3. A temporary reduction in speed and an increase in latency (response time extension) will be reflected equally on all Internet services which are accessed via the AIM INTERNET service, in particular data-demanding services.

The measures according to this paragraph shall last for the entire period that the physical capacity of the network terminal point is exceeded due to the above-limit downloading of data within the AIM INTERNET service.

19. The Subscriber is also aware that if he uses the AIM TV service via special transmission systems, it shall be necessary to meet the technical parameters listed on www.a1m.cz/televize. The Subscriber is also aware that Internet service providers can restrict the availability of the AIM TV service provided via this network.

Article III

COMPLAINTS AND DEADLINES FOR LODGING THEM

1. All complaints shall be dealt with in accordance with these Terms and Conditions and applicable legislation.
2. The Subscriber/User or a person authorised by the Subscriber on the basis of a power of attorney with officially certified signatures shall have the right to lodge a complaint about the billing of services or a service provided (including complaints about the extent or quality of services).
3. Complaints are usually made in writing to the customer centre address (or to the Provider's registered address) or by phone to the call centre (it is recommended to lodge a complaint in person at a customer centre or to send it by registered post). A complaint form available at www.a1m.cz can be used for this purpose. A complaint should contain in particular: the Subscriber's name and surname or company name, permanent address or registered address or place of business, the connection point address, the contract number, a description of the service that the complaint concerns, a description of the defect; in the case of a complaint about the billing of a service also the disputed amount and disputed period.
4. The Subscriber shall have the right to lodge a complaint about the billing of a service without undue delay, but within 2 months of the delivery of the services bill, otherwise this right shall expire. The lodging of a complaint does not have a suspensive effect and the Subscriber is therefore relieved of the obligation to pay in full the complained price for the services properly and on time.
5. The Subscriber shall have the right to lodge a complaint about a service provided without undue delay, but within 2 months of the defect provision of the service, otherwise this right shall expire.
6. The Provider shall be required to settle a claim about a bill or the provision of services without undue delay, but within 1 month of the date on which the complaint is delivered. If the settlement of the complaint requires consultation with a foreign operator, the Provider shall be required to settle the complaint within 2 months of the date on which the complaint is delivered. Delivery of the settlement of the complaint must be made in a verifiable manner.
7. If a price is billed to the detriment of the Subscriber, the Provider shall be required to return the difference in the price to him within 1 month of the date on which the complaint is settled, either in the form of a credit note or a preferential price (discount) in the next bill, unless it has been agreed otherwise in writing.
8. If the Provider does not accept a complaint about the billing of a service or a service provided, the Subscriber shall be entitled to file a proposal to the Czech Telecommunication Office to initiate objection proceedings against the settlement of the complaint without undue delay, but within 1 month of the delivery of the settlement of the complaint. Details are set out in the Electronic Communications Act.

9. The procedure for the settlement of complaints according to this Article does not apply to movable assets leased, rented or purchased from the Provider (equipment necessary in order to use the services). In such cases the Civil Code shall be used for settling complaints.
10. The Subscriber shall be entitled to contact the Provider with complaints concerning the contractual rights and obligations and objections against the settlement of a complaint. He shall also be entitled to take his complaints to the Czech Telecommunication Office.
11. The Subscriber acknowledges that in the settlement of a complaint about a service provided according to Article III of these Terms and Conditions the Provider shall seek to uphold the principles of network neutrality, i.e. when providing Internet services to treat all traffic in the same way, without discrimination, restriction or interruption and regardless of the sender and recipient, the content that is being accessed or distributed, the applications or services used or provided or the terminal equipment used. Exceptions may be, in particular, the implementation of transparent, non-discriminatory and objective measures of appropriate traffic management.

Article IV

CONTRACT, ITS CONCLUSION, TERM AND TERMINATION

1. **The Contract shall be valid** from the day of its signing by both Parties. The Contract shall be signed by the Subscriber or a person authorised by him on the basis of a power of attorney with officially certified signatures (the requirement to submit a power of attorney with officially certified signatures also applies to any changes to the services that have been ordered or on termination of the Contract, including in the case of spouses). The draft wording of the Contract, including these Terms and Conditions, is available at all customer centres, as well as on the Provider's website www.a1m.cz.
2. **The Contract shall be effective** from the date the service commences (**service activation** date); in the case of the PHONE and Mobile services the date on which this service was first used may also be considered the effective date; in the case of thematic television channels the date on which an order for thematic television channels was made by the Subscriber and it was confirmed by the Provider may also be considered the activation date and therefore also the effective date of the Contract. The activation date for the Mobile service means the activation date of the first SIM card listed on the Contract. The Mobile service must be activated by the Subscriber no later than 30 days after the order for this service is confirmed by the Provider, otherwise the Contract shall automatically expire on the 31st day after the order confirmation date, without the Subscriber having any claims. A refundable deposit must be paid in order for the SIM card to be activated (the SIM card will not be activated without payment of the deposit). The SIM card shall be activated no later than 24 hours after the request for its activation is submitted. An activation request can be made via the infopage or by phone after giving your communication password.
3. If the first contract between the Subscriber and the Provider has been concluded in writing, other contracts and appendices may be concluded and changes to prices and types of service may be made also other than in writing (electronically, by means of remote communication – for example by phone with voice operation or “self-service”). In such a case, in order to identify the Subscriber the Provider shall be entitled to ask for his communication password, or the Subscriber replacement identifier; the contract (or appendix) shall usually come into effect as soon as it is concluded by phone, or the amendments are accepted by the Subscriber; if self-service is used the contract (appendix) shall be concluded and the services activated as soon as the purchase PIN code is entered. In the case of contracts concluded by phone the Provider shall make audio recordings of the calls, *inter alia*, in order to be able to verify the circumstances, under which the Contract has been concluded.
4. If the first contract with the Subscriber has been concluded without the participation of the Provider or its authorised person (this method of concluding a contract is only possible for the INTERNET service), the Contract shall be concluded and signed electronically, with the Subscriber filling in all the details in the electronic version of the Contract and sending the filled in contract, together with his consent to these Terms and Conditions, electronically to the Provider (the precise procedure can be found at www.a1m.cz), which shall confirm to the Subscriber that the Contract has been delivered and immediately activate the service. The Provider shall notify the Subscriber of activation at the same time as its demand for the payment of the refundable deposit for services, which in this case can be paid in person at a customer centre or via the GoPay system (payment method only by transfer to an account or by payment card, always under the conditions stipulated by GOPAY s. r. o., registered address: Planá 67, postal code 370 01, reg. no. 26046768), and it must be paid no later than 24 hours after the payment demand is sent. If the refundable deposit is not paid by the Subscriber within this period (i.e. it is not paid in cash at a customer centre or credited to the Provider's account), the Contract shall expire without the Subscriber having any claims.

5. The Contract may be concluded, or signed, also using SignPad equipment (special tablet). With the help of this signing device the Subscriber shall sign the Contract with his biometric signature, which is based on the unique characteristics of his handwritten signature (the resulting form of the signature and its other features are clear). In this case also the Contract shall be valid from the date it is signed. The signatures and the Contract after it has been concluded shall be encrypted and protected against amendments; the Contract shall also be sent to the Subscriber at his contact e-mail, together with the Terms and Conditions. Other contracts between the Provider and the Subscriber may be concluded in the same way, in particular contracts for the lease or loan of equipment. If a contract is signed using SignPad it is necessary for the Subscriber to give his express consent for the processing of his personal details in the form of a biometric signature, under the terms of Article VI, paragraph 6 of these Terms and Conditions.
6. On the **conclusion of a Contract**, or contractual arrangements causing an amendment to or the termination of a contractual relationship with a Subscriber that does not conduct its commercial or other business activities (a consumer or household) remotely via the infopage or outside the Provider's customer centres, the Contract shall be archived by the Provider for the period stipulated by applicable legislation and shall be available and stored at the Provider's registered address. The Subscriber shall be allowed access to the Contract on his request. This does not affect the Subscriber's right to be sent the concluded contract or any amendment to it in text form immediately after it has been sent. The Contract can only be concluded in Czech. Information about the technical steps leading to the conclusion of the Contract, the possibility of finding and correcting errors made when entering data before sending an order and other necessary information shall be available to the Subscriber before the Contract is concluded on his infopage. On the conclusion of a Contract via the infopage the Subscriber hereby gives the Provider express consent to set up the service immediately after the Contract has been concluded. On the conclusion of a Contract by the persons and in the manner specified in this paragraph the Subscriber shall be entitled to withdraw in writing from the Contract without stating a reason and without sanction within a period of 14 days from the conclusion of the Contract. If services have not yet been provided by the Provider, the Subscriber may withdraw from the Contract within 1 month. A withdrawal from the Contract must be made in writing to the Provider. The contract withdrawal form is available at www.afm.cz and at the customer centres. The Subscriber shall be required to pay a proportionate part of the price of the service for the period from when it is set up until the withdrawal from the Contract comes into effect.
7. A Contract shall be concluded for an indefinite period or for a fixed period as specified in the Contract, according to the terms of the particular services. If the Contract is concluded for a fixed period and none of the Parties express their intention to terminate the Contract before the expiry of this period, the Contract shall be extended for an indefinite period, provided that the conditions for such extension of the Contract specified in the Electronic Communications Act are met (i.e. the Provider has given the Subscriber prior notice of the extension of the Contract and the option to terminate the Contract by written declaration of intent delivered to the Provider). In the case of a Contract concluded for a fixed period, the Subscriber shall be required to use the service for the agreed period as specified in the Contract; a breach of this obligation shall be deemed a breach of the contractual terms and conditions. The duration of the Contract starts from the date on which the Contract comes into effect.
8. A Contract concluded for a fixed period shall be concluded with automatic extension of the term under Article IV, paragraph 7 of these Terms and Conditions. The Subscriber has the right to refuse automatic extension of the term at any time during the term of the existing Contract.
9. The Subscriber and the Provider shall be entitled to cancel the Contract at any time, without stating a reason, by written notice (the notice form is available at www.afm.cz and at the customer centres). The notice period shall be 1 calendar month and shall commence on the last day of the calendar month, in which notice was delivered. The notice period shall end at the end of the day that has the same number as the day on which the notice period commenced. If the end of this period falls on a day that is not in the month, the notice period shall end on the last day of the month. Notice must be served in writing to the Provider's customer centre, i.e. in person at the customer centre or sent by registered post to the address of the customer centre). A Subscriber that is not a consumer has the right according to this paragraph 8 only if he has concluded a Contract for an indefinite period.
10. In the event of a breach by the Subscriber of the contractual obligation to use the services for the period for which the Contract is concluded, the Provider shall have the right to charge the Subscriber a contractual fine according to Article II A, paragraph 16 of these Terms and Conditions.
11. The Subscriber shall have the right to terminate the Contract without penalty upon the Provider's notification of a substantial change to the provisions of the Contract or part thereof leading to a deterioration in the Subscriber's status according to the terms of the Electronic Communications Act, as of the date on which this amendment takes

effect if the Subscriber does not accept the new conditions. The Provider shall give the Subscriber notification of an amendment in the manner that he has chosen to be sent bills (infopage).

12. Upon the conclusion of a Contract or appendix concerning PHONE and Mobile services the Contract shall also cease to be in effect as soon as the number is transferred to another voice service provider (operator). The portability of numbers is subject to the relevant provisions of the Electronic Communications Act and general measures issued by the Czech Telecommunication Office and the Conditions Governing the Portability of Phone Numbers published on www.aim.cz, which are part of these Terms and Conditions. If the PHONE or Mobile service is part of a Package, the contract for the Package shall not cease to be in effect on the transfer of the number but only the PHONE or Mobile service shall be disconnected; other services which are part of the Package shall continue to be provided and charged.
13. If a Contract with a later conclusion date replaces an earlier Contract, the Subscriber's financial or other debts from the previous Contract shall not expire and shall be governed appropriately by the provisions of the later Contract (in such cases the Provider's oldest claims against the Subscriber shall be paid preferentially from the financial performance provided by the Subscriber, from any of the related contracts; this applies, in particular, in cases where a payment that has been sent is not clearly identified as a payment for a particular bill, i.e. it does not contain either a variable symbol or a specific symbol for a particular bill).
14. When using a PHONE or Mobile service through the Provider's network the Subscriber shall be entitled to order services offered by other service providers ("third party services") and shall be required to pay their price solely via the Provider. A condition for ordering third party services is that the Subscriber does not have blocked outgoing calls to numbers for access to third party services. The Subscriber shall order the third party service by connecting a call to a phone number listed in the other provider's (third party's) menu. The Subscriber undertakes to pay the price for such third party services that have been ordered and agrees that only the Provider is entitled to collect this price. The Provider shall indicate the price of the third party service in the bill. A failure to provide a third party service properly and on time does not relieve the Subscriber of its obligation to pay the Provider the price for this service. The Provider shall not be liable for third party services or their defects and the Subscriber shall be entitled to make a complaint about these services solely to such third party (other provider of this service). The third party shall issue the Subscriber with a tax document for these third party services solely at the Subscriber's request; the Provider shall not be authorised to issue a tax document for third party services provided by other providers. A list of other providers of third party services can be found at www.aim.cz.
15. In the event of a repeated breach of the obligations resulting from the Contract and these Terms and Conditions, the price list and/or other contractual arrangements and if the other Party has failed to rectify the situation within an additional period, both Parties shall be entitled to withdraw from the Contract with immediate validity. A withdrawal shall be effective towards the other Party on its delivery.
16. The Provider shall have the right to withdraw from the Contract in particular:
 - in the event of a delay by the Subscriber with the payment of prices for services or a breach of other contractual conditions
 - if the Provider loses its authorisation to provide the services under the Contract
 - upon termination of a contract between the Provider and the owner of the relevant property for the placement of technology allowing the services to be provided by the Provider
 - if unforeseen circumstances occur upon the installation of the network termination point which prevent the Provider from supplying the ordered services
 - the Subscriber has given incorrect details in the Contract, has not notified the Provider of a change of details in the Contract or unreasonably refuses to cooperate in the performance of the Contract.
17. The Subscriber shall have the right to withdraw from the Contract in particular if, through the fault of the Provider, there is a continuous interruption in the supply of services for a period of more than 120 hours over the course of one calendar month or the Provider has not removed a defect in the services reported by the Subscriber within 3 working days or does not deliver the services at all. This shall not apply if the disruption or restriction of the service or the failure to remove the defect occurred or occurs for reasons on the part of the Subscriber (i.e. for example if the services provided to the Subscriber are restricted due to a breach of contractual obligations. A planned disruption or restriction of a service (for example repairs, modifications, relocation), which the Subscriber has been informed of in advance, shall not be considered a defect in the provision of the service.



Upon termination of the Contract the Provider undertakes to dismantle its equipment without undue delay and the Subscriber/User undertakes to cooperate with the dismantling. If the Subscriber/User prevents the dismantling, the Provider shall have the right to compensation for the damage incurred.

The provisions of Article V, paragraphs 2 and 3 of the Terms and Conditions apply with regard to the billing of the cost of equipment that has not been returned. Upon termination of the Contract (including termination by withdrawal) the Subscriber shall bear the cost of returning equipment owned by the Provider.

Special provisions for the AIM TV service via special transmission systems

18. The Provider also provides the AIM TV service via the Internet. The Provider is entitled to expand the services also to other mobile platforms. The AIM TV service is also provided without the simultaneous use of the INTERNET, PHONE or PACKAGE service. The purchase of terminal equipment or other service provided by the Provider is not a condition for the provision of the AIM TV service.
19. If terminal equipment is purchased from a third party for the purpose of using the AIM TV service, a contract will be concluded on the activation of the equipment via the call centre, the terminal equipment interface or on the infopage. The provisions of these Terms and Conditions shall apply as appropriate.
20. Activation and conclusion of a contract for a User that already has a contract with the Provider (Subscriber) can be done by giving an ID (e-mail or contract number) and password (PIN or communication password).
21. A User that does not yet have a contract with the Provider shall activate according to Article IV, paragraph 20 above. On registration he shall enter his first name, surname, permanent residence address, date of birth or birth identification number, e-mail, password and phone contact.
22. Each User that activates the AIM TV service shall select the required type of service according to the offer. The Provider points out that the AIM TV service depends on the User being connected to an electronic communications network (Internet). Therefore the AIM TV service may be restricted for reasons caused by the network provider chosen by the User.
23. A Contract shall be concluded by entering a password or carrying out registration, choosing the required type of service and confirming consent to these Terms and Conditions.
24. The User may provide the Provider with a scan of his ID card in order to verify his contact details.
25. Following activation the Provider shall send the User (Subscriber) the wording of the Contract, including the Terms and Conditions, price list and other parts of the Contract in writing in electronic form to the contact e-mail.
26. The Provider shall provide the AIM TV service free of charge for the first 14 days. During this period the User also has the right to withdraw from the Contract similarly according to the provisions of these Terms and Conditions.

Article V

PRICES FOR SERVICES ORDERED AND TERMS OF PAYMENT, PRICE BILLING, CONTRACTUAL FINES

1. The Subscriber shall be required to pay the prices for the services provided according to the Provider's price list valid on the date the service is provided, unless it has been agreed otherwise in a particular case. The Provider's current price list is available from the customer centres and www.aim.cz; it is also possible to obtain up-to-date information there about all applicable PHONE service prices, including detailed information concerning pricing plans and their structure, including any pricing plans for people with low income or special needs and disabled people, as well as details about information and operator services and telephone directories. The Provider reserves the right to unilaterally amend the prices for the services provided as a result of changes to applicable legislation (for example, a change to the VAT rate) and in the case of phone and mobile services also as a result of a price change by the suppliers of these services. If the Subscriber is given a discount on the price of a service, this discount is understood to be on the price of the service after deducting the applicable VAT rate.
2. Payment of the price for the service is understood to mean crediting it to the Provider's account (in the case of direct debit from an account, on the basis of a permanent or single order), payment in cash at the Provider's customer centre or in the case of SIPO (combined utility payments) on its payment at the post office. Unless it is stated otherwise in the Contract, price list or these Terms and Conditions, the prices for services and all other amounts charged by the Provider are payable within 15 days of the receipt of the bill. The method of paying the prices for the services is agreed in the Contract. Payment via SIPO cannot be used if the Subscriber has concluded more than one contract for services with the Provider, i.e. the Subscriber is provided with each of the services on

the basis of a separate contract and also in cases where the Contract is concluded without the presence of the Provider or its authorised person.

3. The Provider shall present the Subscriber with a bill in electronic form on the infopage and by sending the bill to the contact e-mail. At the express request of the Subscriber the bill for the services (including for the PHONE and Mobile services) shall be submitted as a summary bill containing one item (however, at the same time a detailed bill of the service is available on the Subscriber's infopage). The Subscriber may change the form of the bill to a bill according to the type of service via the infopage, at a customer centre or by a written request delivered to the Provider. This bill shall be submitted by no later than the 15th day of the calendar month, in which the services are provided in the case of all fixed-rate services (INTERNET, TELEVISION, PACKAGE). The bill shall also include all non-fixed-rate services that the Subscriber has been provided with in the previous month (PHONE call services, CINEMA, other supplementary services, etc.). The Provider may charge according to the valid price list for drawing up bills in printed form and for sending them by post.
4. The AIM VIDEO RENTAL/CINEMA service shall be listed on the bill as a separate item and shall comprise the sum of the prices for the titles ordered from the video library in the relevant calendar month. A detailed list of the titles ordered from this service (title name, date the right to use this title was provided, title price) is available on the infopage. The Provider may charge, according to the valid price list, for drawing up a detailed list in printed form and for sending it to the Subscriber by post.
5. The prices for the services provided shall start to be charged from the date they are activated. The billing period shall be the calendar month. If at the time/after a bill is issued it is found that a lower amount has been charged for a particular service than corresponds to the actual provision of the service (this applies in particular to phone services, switching to phone numbers via the 1180 service, roaming, etc.), the Provider shall be entitled to subsequently charge this amount.
6. The Subscriber shall be responsible for properly identifying his payments, i.e. correct account number of the recipient (provider), variable and specific symbols; in the event of a breach of this obligation he undertakes to pay the cost of identifying the payment, including the charges for finding and allocating the incorrectly identified payment. In the event of partial payment, such payment shall be offset against a particular claim if the payment is properly identified, in particular with variable and specific symbols; if a partial payment is insufficiently identified the Provider shall be entitled to offset such payment against claims that are due soonest (oldest), which the Subscriber expressly consents to. Also the Provider shall be entitled to use payments made by the Subscriber on the basis of a permanent payment order primarily for the payment of the Subscriber's earliest due claims unless the Subscriber has specified for which claim the payment is intended.
7. The form of payment for services and charges, as well as the types and parameters of the services provided may be amended at the Subscriber's request, usually on the basis of an appendix to the Contract. The Party is required to notify the other Party of its proposal for such amendment not less than 30 days before the proposed amendment should occur, at a customer centre or on the User's infopage using the procedure specified therein, or by phone. Usually these amendments cannot be made more often than once per calendar month. The same procedure applies to amendments to the services ordered according to the Provider's current offer and such an amendment cannot be made more often than once per calendar month and the amendment shall usually be implemented no later than on the first day of the calendar month following the month in which the request was delivered, unless specified otherwise for individually services. An amendment to thematic television channels (provided for "TV points") shall be made by the Provider on the Subscriber's request usually during the day after the day that the request is made and only on the condition that the existing number of "TV points" is maintained; such an amendment can be made no sooner than one month after the last amendment was made. A Contract for thematic television channels provided for a charge (i.e. not for "TV points") shall always be concluded for a fixed period of the duration specified in the Contract or appendix. The specific amendment options for individual services and the procedure for making these amendments can be found on the infopage and at www.afm.cz.
8. If the Subscriber/User is in default of payment of charges and does not rectify the situation even after a reminder has been demonstrably delivered and an additional period provided, the Provider, in addition to terminating the Contract, shall also be entitled to charge the Subscriber/User default interest according to applicable legislation.
9. If the Subscriber has paid for services in advance and has subsequently no longer used the services due to the termination of the Contract in a manner agreed between the Parties, he shall have the right to a refund of the proportionate part of the paid prices; this part shall be refunded on the Subscriber's written request, but not before the last bill has been issued by the Provider.

10. Special arrangements concerning payments by subscription: if payment by subscription (prepaid services) is arranged, the Subscriber may use services if he has deposited with the Provider an amount at least equal to the minimum subscription specified in the Contract. By definition prepaid services are not subject to the provisions of these Terms and Conditions which cannot be used due to the nature of prepaid services. The Provider shall be entitled to limit the provision of prepaid services to the Subscriber (or not provide a particular service – for example a supplementary service) if the conditions for its use are not met. One of these conditions might be, for example, that the subscription has been exhausted or the subscription has not been topped up to the minimum amount according to the Contract within 14 days of receipt of a warning from the Provider. The Provider shall notify the Subscriber that the service has been limited to the contact e-mail or via the infopage. If the subscription is not topped up to the minimum amount according to the Contract within 3 months after the date on which the service is limited, the Provider shall be entitled to cancel this service and to withdraw from the Contract with the Subscriber. The Provider shall not be responsible if the subscription is not used.

Article VI JOINT AND FINAL PROVISIONS

1. The Subscriber shall not be entitled to transfer or assign the rights and obligations resulting from the Contract and these Terms and Obligations to another person without the Provider's prior written consent.
2. The Parties undertake to settle disputes concerning the subject-matter of the Contract preferably outside judicial, arbitration or administrative proceedings, i.e. to always try to find a settlement. With regard to the extrajudicial settlement of any disputes arising from the Contract or in connection with the Provider's activities the Subscriber shall be entitled to contact the Czech Telecommunication Office using the electronic form on its website <https://www.ctu.cz/ochrana-spotrebitele>.
3. The Parties undertake to mutually maintain the duty of confidentiality regarding facts of a confidential nature and confidential information and information which is or could be in the nature of a trade secret under the terms of Section 504 of the Civil Code which they have learnt in connection with the Contract and its execution, as well as during negotiations, and not to disclose such information or make it accessible to third parties without the other Party's written consent (with the exceptions stipulated by applicable legislation).
4. The Provider shall be entitled to amend or supplement the Contract, the price list and these Terms and Conditions. The Provider shall notify the Subscriber of an amendment to the contractual conditions at least 1 month before the amendment takes effect, in the manner that the Subscriber has chosen for the sending of bills to the infopage, by being published on www.aim.cz and in each of its branches. The new Contract, price list or Terms and Conditions shall always cancel and replace in full the preceding Contract, price list or Terms and Conditions, commencing on the date the new version takes effect. If it involves a substantial amendment to the Contract leading to a deterioration of the Subscriber's status, the Subscriber shall have the right to terminate the Contract without any penalty no later than on the date such amendment takes effect. The Subscriber shall not have the right to terminate the Contract if the amendment is caused by an amendment to legislation or by a decision of the Czech Telecommunication Office.
5. The Parties agree and with their signatures expressly confirm that the Provider shall be entitled to assign the rights and obligations under the Contract, as well as the Contract as a whole, to a third person and the Subscriber grants its express consent to such assignment.
6. The Provider shall be entitled to use all information and data, including personal, operational and any location data concerning the Subscriber and the User only in accordance with applicable Czech legislation. The Provider shall not disclose this information to third parties, with the exception of third parties in a contractual relationship with the Provider, including economic, legal, business or other advisers and partner companies, whose business is debt collection, and with the exceptions stipulated by law or with the exception of the User's consent for such disclosure. If the Subscriber has granted consent in the Contract, the Provider shall be entitled to collect, process, store and use (**"processing"**) the Subscriber's personal data contained in the Contract for the purposes of the Provider's information and billing systems and for communication with the Subscriber/User regarding the Provider's services and in connection with the performance of the Contract, including the processing and disclosure of data about the Subscriber/User contained in the Contract for the Provider's marketing and business purposes (including targeted advertising and surveys of the Subscriber/User's interest in individual types of services, including via the set-top box and direct and indirect telemarketing), disclosure to third parties in

connection with debt collection and to third parties that process this data on the basis of a contract with the Provider to the extent necessary for the activities that such persons carry out for the Provider; all for the term of the Contract and, where appropriate, for the period that claims against the Subscriber are recovered. This data shall be processed, amongst others, through automated systems and including storage on data carriers. The Provider shall administer the Subscriber's personal data. In certain localities and for certain methods of concluding a contract or activating a service the personal data shall be provided and processed by partner companies (data processors), an up-to-date list of which is available at www.aim.cz.

7. Furthermore, the Subscriber expressly consents to his personal data being provided to Czech Television (which is thus a further processor of his personal data) in order to verify whether or not the Subscriber is a registered television licence fee payer in accordance with applicable legislation. The Subscriber has been informed that under Act No. 101/2000 Coll. providing personal data is voluntary and that he may withdraw his consent at any time.
8. The Subscriber/User also expressly consents that the Provider is entitled to use and process his birth identification number in connection with the Contract; the Subscriber/User gives this consent in accordance with Act No. 133/2000 Coll. on the Register of Citizens and Birth Identification Numbers, and shall be entitled to withdraw such consent at any time. The Subscriber/User has the right to information about the personal data processed about him.
9. If the Subscriber has agreed in the Contract to receive commercial information under the terms of Act No. 480/2004 Coll., on Certain Information Society Services, he gives the Provider consent to send commercial information to his current e-mail address given in the Contract and therefore agrees to his current electronic contact being used for communicating commercial information and for sending e-mails for the purposes of communicating commercial information; similarly the Subscriber agrees to advertisements and trailers for the Provider or third parties' goods or services being displayed via his set-top box. The Subscriber/User may withdraw this consent at any time.
10. Furthermore, the Subscriber/User grants the Provider express consent to process his operational and location data for the term of the Contract in accordance with the Electronic Communications Act. The Subscriber/User may withdraw this consent at any time (this does not apply to cases where the Provider is required to process and store the data in question under special legislation; in such cases the Provider shall be entitled to process and store the data in question for the period stipulated by this legislation, including if the Subscriber has withdrawn his consent).
11. By stating his phone number in the Contract the Subscriber expressly consents to this phone number being used by the Provider for sending notification of a failure to fulfil contractual obligations.
12. The Subscriber also agrees that audio recordings can be made of his phone conversations with the Provider relating to the conclusion of the Contract or the fulfilment of rights and obligations under the Contract and its appendices and for the purpose of internal checks of the Provider's services and to improve their quality and also for the purpose of recovering claims against the Subscriber from the Contract.
13. If the Subscriber has consented in the Contract that his data will be published in a directory, the Provider shall be entitled to publish his personal and identification details given in the Contract or provided by him in the directory and the database for providing information about phone numbers, including the option of tracing such data in full. The Provider shall process, store and hand over the Subscriber's identification details to the entitled party (universal service provider) for the purposes of publication in the directory, the purpose of which is to search for detailed contact information about a person on the basis of his name or other minimum identification details, or for the purposes of a database, according to which information about telephone numbers is provided, and also in a directory of all enterprises providing public available telephone services, all with the Subscriber's consent and to the extent to which the Subscriber has agreed. Based on a written request by the Subscriber sent to an e-mail address given by the Provider, the Provider shall ensure that the Subscriber's details are published, altered, deleted or not published in the directory the next time editorial changes are made, free of charge. The Subscriber confirms that he has been duly notified of the subscriber list and the directory, including electronic versions and their purpose, as well as other ways the details stored in the search functions in the electronic versions of the subscriber list can be used. Telephone directories are available on request from a universal service provider and, on dates that have been announced in advance, also at designated distribution points.
14. In the event of a discrepancy between the Czech version and any foreign-language version of these Terms and Conditions, the Czech version shall prevail.

15. Facts that are not expressly regulated by the Contract or these Terms and Conditions shall be governed by the relevant legislation, in particular the Electronic Communications Act and the Civil Code.
16. These Terms and Conditions are drafted in two counterparts, of which the Provider and the Subscriber shall each receive one counterpart.
17. These Terms and Conditions shall come into effect on 15 June 2016. Article IV, paragraph 8 shall not apply to subscribers that are not consumers and already have a valid fixed-period contract as of the date these Terms and Conditions come into effect. For subscribers that are not consumers and already have a valid contract with the Provider as of the date these Terms and Conditions come into effect, the amount of the contractual fine according to Article II A, paragraph 16 shall apply as for subscribers that are consumers. Article II B, paragraph 6 ii./ shall not apply to subscribers that already have a valid contract with the Provider as of the date these Terms and Conditions come into effect.
18. The Parties consider the following arrangements to be potentially surprising and in this context the Subscriber expressly agrees to them:
 1. The arrangement on a contractual fine under Article II A, paragraph 2, paragraph 16 of these Terms and Conditions; and
 2. The automatic extension of the Contract and the amendment to a Contract for an indefinite period under Article IV, paragraphs 7 and 8 of these Terms and Condition.

Prague, 15 May 2016



Planet A, a. s.
Martin Havrda, Chairman of the Board of Directors

