

ElectraStar a.s.  
 Praha City Center  
 Klimentská 1216 / 46  
 110 02 Praha 1  
 Česká republika



helpdesk@electrastar.com  
 Tel: +420-221-729-270  
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 Contract no. \_\_\_\_\_

**Service Contract**

Section 1

**Customer details**

Name and surname: \_\_\_\_\_ ID type and No. : \_\_\_\_\_  
 Address of installation: Street: \_\_\_\_\_ E-mail: \_\_\_\_\_  
 City: \_\_\_\_\_ Post code: \_\_\_\_\_ Mobile phone: \_\_\_\_\_  
 Permanent address: Street: \_\_\_\_\_ Home phone: \_\_\_\_\_  
 City: \_\_\_\_\_ Post code: \_\_\_\_\_ Work phone: \_\_\_\_\_

Section 2

**ElectraStar Service Selection** (check appropriate box)

- Free Delivery and Installation  10% discount for pre-payment of monthly services for the term of the Contract
- Bronze service Monthly price CZK 450 + 19% VAT; Internet access maximum datarate: down 500 Kbps, up 250 Kbps; Free monthly data limit: 2GB; Excess monthly data charge: CZK 0.05/MB
- Silver service Monthly price CZK 650 + 19% VAT; Internet access maximum datarate: down 800 Kbps, up 400 Kbps; Free monthly data limit: 5GB; Excess monthly data charge: CZK 0.05/MB
- Gold service Monthly price CZK 750 + 19% VAT; Internet access maximum datarate: down 1250 Kbps, up 625 Kbps; Free monthly data limit: 10GB; Excess monthly data charge: CZK 0.05/MB
- Platinum service Monthly price CZK 850 + 19% VAT; Internet access maximum datarate: down 1250 Kbps, up 625 Kbps; Unlimited monthly data
- Phone service One free phone line, \_\_\_\_ extra phone line(s) each at CZK 100 +19% VAT per-month. Telephone calls charged monthly based on rates posted at www.electrastar.com and subject to the General Terms and Conditions
- Phone Number Transfer One-time charge for each customer phone number ported to the ElectraStar network; the charge and completion date subject to the official rates and schedule of customer's current phone service provider.

Section 3

**ElectraStar Equipment Provided to Customer**

- Equipment provided  Modem rental free-of-charge  VoIP Adapter rental CZK 1250 +19% VAT
- Telephone rental, CZK 1250 +19% VAT  Ethernet cable (till 5m), rental free  802.11g Router, CZK 2500 +19% VAT
- 802.11g PC Adapter PC/MICA/USB, CZK 2250 +19% VAT

Modem S/N: \_\_\_\_\_ Phone or VoIP Adapter S/N: \_\_\_\_\_  
 Phone number(s) assigned to customer: \_\_\_\_\_  
 Customer phone number(s) ported to ElectraStar network: \_\_\_\_\_

Section 4

**Method of Billing and Payment**

<b>Billing</b>	<b>Payment</b>
<input type="checkbox"/> E-mail invoice only <input type="checkbox"/> Mail invoice only	<input type="checkbox"/> Bank account direct debit (attach authorization)
<input type="checkbox"/> E-mail and mail invoices	<input type="checkbox"/> Customer bank transfer
Billing address: Street: _____	Account no. _____
City: _____ Post code: _____	<input type="checkbox"/> Other _____

Section 5

**Special Conditions**

Section 6

**Effective Date:** \_\_\_\_\_

The undersigned customer declares to have read and hereby acknowledges and accepts the stipulations set forth in Sections 1-5 hereof, and the General Terms and Conditions attached hereto as Section 7 as an integral part hereof.

\_\_\_\_\_  
 Customer

\_\_\_\_\_  
 ElectraStar a.s.

## Section 7 - ElectraStar General Terms and Conditions

### Article 1 - Object of General Terms and Conditions

- a) The object hereof is to regulate the terms and conditions for ElectraStar a.s. to provide customers with electronic communications services within the territory of the Czech Republic in accordance with the Act No. 127/2005 Coll., on electronic communications, inclusive of equipment and technical support in relation to the provision of such services.
- b) These General Terms and Conditions are an integral part of each contract entered into between ElectraStar a.s. and any entity or person as a user of electronic communications services provided by ElectraStar a.s. in the Czech Republic.

### Article 2 - Definitions

The following names and terms herein have the meaning set forth below:

- a) **Contract** - the legal document signed by Customer and ElectraStar comprising seven sections inclusive of these General Terms and Conditions which constitute an integral part of the Contract;
- b) **GT&C** - these General Terms and Conditions;
- c) **ElectraStar** - ElectraStar a.s., an authorized telecommunications operator in the Czech Republic providing Services as a party to this Contract under the terms and conditions hereof;
- d) **Customer** - person or legal entity utilizing ElectraStar's Services as a party to this Contract under the terms and conditions hereof;
- e) **Services** - the electronic communications services to be delivered by ElectraStar hereunder as identified in Section 2 and 3 of the Contract and elsewhere in the GT&C based on IP data transfer of data, voice and multimedia services, as well as provision of equipment and technical support in relation to the provision of such services;
- f) **PLC** - PowerLine Communications, refers to the technology, equipment and systems utilized by ElectraStar for the deployment and operation of the ElectraStar Network and the Services;
- g) **PRE** - Pražská energetika, a.s., owner/operator of the electricity distribution network of the city of Prague and contractual partner of ElectraStar for the deployment, operation, maintenance and commercial exploitation of the ElectraStar Network in Prague;
- h) **ElectraStar Network** - ElectraStar's telecommunications platform used for the delivery of Services hereunder, comprising PLC equipment and systems owned and operated by ElectraStar in conjunction with other network infrastructure and facilities provided by contractors to ElectraStar;
- i) **Device** - equipment provided by ElectraStar to Customer hereunder to enable utilization of the Services, comprising one or several of the items as specified in Section 3 of the Contract;
- j) **Special Device** - a class of Devices comprising the PLC modem, telephone, VoIP adapter;
- k) **Term** - the period of time that the Contract shall be legally binding upon the Parties as set forth in Article 10 hereof.

### Article 3 - ElectraStar obligations

ElectraStar shall:

- a) provide on a best-efforts basis the Services selected by Customer in the Contract for the agreed price(s) set forth in Sections 2 and 3 of the Contract in accordance with the GT&C;
- b) maintain the ElectraStar Network at high technical standards and in accordance with applicable legal regulations of the Czech Republic and with the provisions hereof;
- c) provide the Services continuously, provided that ElectraStar has the right to interrupt the Services for the reasons set forth in Article 7 hereof;
- d) remedy potential network failures as rapidly as technically feasible subject to the provisions of Articles 7(a), 7(d), 7(e), 9(a) and 9(b) hereof;
- e) inform Customer by suitable means (phone, e-mail or letter) in advance about any change, reduction, or irregularity in Services, provided such events are predictable in advance;
- f) keep secret all personal or business information provided to ElectraStar by Customer in accordance with current privacy laws and regulations of the Czech Republic and, except as provided in Article 5(j) hereof, ElectraStar may only release such information to third parties as required by law or with Customer's permission. By signing the Contract the Customer consents to allowing ElectraStar to administer the Customer's personal data for marketing, advertising purposes and for third party marketing analysis for the Term set out in the Contract.

### Article 4 - Customer obligations

Customer shall:

- a) pay the full amount of ElectraStar's invoices for the Services before the due-dates stated therein;
- b) ensure that Customer's own equipment connected to the ElectraStar Network and Devices fulfills all conditions of applicable legal regulations; Customer shall be liable to indemnify ElectraStar monetarily in full for any damage to ElectraStar or third parties incurred as a result of unauthorized or faulty equipment connected by Customer to the ElectraStar Network;
- c) promptly upon ElectraStar's request, enable ElectraStar to have access to Devices that are installed in Customer's premises and cooperate with ElectraStar for installation, repair or decommissioning of such Devices;
- d) inform ElectraStar immediately about any failures/interruptions of Services and other potential problems by contacting ElectraStar's helpdesk;
- e) comply fully with the provisions of Articles 6(b) and 6(c) hereof;
- f) maintain state-of-the-art and up-to-date security software correctly installed on all computer(s) connected by Customer to the ElectraStar Network;
- g) refrain at all times, and cause any third parties with access to the Services and Devices provided to Customer hereunder to refrain, from utilizing the ElectraStar Network, Services or Devices in connection with unethical or illegal behavior, e.g., transmission of „spam“ e-mail, creation and/or dissemination of malicious and/or indecent software programs and/or written/audiovisual content, or intrusion into computers and/or networks not belonging to Customer;
- h) ensure at all times that the Services or Devices are not used by Customer or third parties for the purpose of accessing, displaying, recording and/or reproducing of audiovisual/editorial content that is illegal or to which Customer is not legally entitled to; moreover, Customer shall ensure at all times that minors cannot utilize the Services or Devices to display content that is inappropriate for children;
- i) notify ElectraStar immediately about any changes in the information contained in Sections 1, 3 and 4 of the Contract;
- j) if requested by ElectraStar, put forth best efforts to obtain permission from his/her/its landlord(s) for installation of ElectraStar Network equipment as may be required in Customer's premises in case they are rented; in cases where the Customer is also property owner of the premises where Devices will be installed hereunder, this Contract shall constitute Customer's permission as landlord;
- k) remain in good standing with Customer's provider of electrical service throughout the Term hereof to power the Devices to enable the Services;
- l) not utilize or attempt to utilize the Devices provided to Customer hereunder for any purpose other than as contemplated hereunder, nor at any other location than the

specific premises stipulated in Section 1 of the Contract without ElectraStar's prior written consent.

### Article 5 - Payment conditions

- a) Unless otherwise stated in Section 5 of the Contract, Customer shall pay the prices set forth in Sections 2 and 3 for the Services and Devices provided by ElectraStar hereunder, subject to any special provisions that may be described in Section 5; additional services provided to Customer shall be charged at prices appearing on ElectraStar's website at [www.electrastar.com](http://www.electrastar.com).
- b) The invoice period is one calendar month. Customer shall pay each invoice at latest by the due-date stated on the invoice by means of the method payment selected in Section 4 of the Contract. In case of bank transfer, Customer shall use the variable bank symbol appearing on the invoice;
- c) The method of payment chosen by Customer in Section 4 of the Contract may be changed by Customer on 2 weeks' written notice to ElectraStar to another payment method acceptable to ElectraStar as listed in Section 4, provided that Customer shall provide complete details to ElectraStar as may be required to execute payments pursuant to the modified method of payment;
- d) Charges for Devices delivered to Customer at the beginning of the Term are due and payable by Customer concurrently with the execution hereof; Devices delivered after the date hereof and fees for one-off services (e.g. on-site technical support, etc) will be charged on the next monthly invoice following the date that such services have been delivered;
- e) Services charged on a monthly fee basis will be charged on a daily pro-rata basis during the first month of the Contract's Term if the effective date of the Contract is not the first day of the calendar month;
- f) ElectraStar is entitled to charge, and Customer is obligated to pay, a penalty fee equal to 0,1% of all amounts owed to ElectraStar for each calendar day that such amounts are overdue;
- g) Services charged on a per-unit-consumed basis (such as phone call minutes or data transferred in excess of the monthly allowance for the Service level selected by Customer in Section 2 hereof) shall be invoiced to Customer with details provided of units consumed and of the rates applied to each unit.
- h) Subject to the provisions of Article 9(a) hereof, and further provided that Customer has fulfilled his/her/its obligations pursuant to Articles 4(c), 4(j) and 4(k) hereof, Customer is entitled to make a written request for a refund of money paid for each calendar day or part thereof that Services were interrupted or delivered in lower volume than as stated in the Contract. ElectraStar shall make such refund, calculated on a daily pro-rata basis to the monthly Service rate, by crediting the amount due on the following monthly invoice.
- i) If Customer deems that a defect has occurred in ElectraStar's Service delivery or invoicing, he/she/it shall be entitled to make a claim application in writing to ElectraStar within a period expressly limited to two months after the invoice date for the respective period in which such defect occurred. Any such claim application submitted by Customer shall not relieve Customer of the obligation to pay in full and on-time any ElectraStar invoice(s) for the respective period(s) or for any other invoiced periods during the Term hereof. ElectraStar shall process such claim applications within (i) one month if the processing of the claim does not require the involvement of a foreign operator or, (ii) two months, if the processing of the claim requires the involvement of a foreign operator after receipt of a claim application and shall respond in writing to Customer within that time limit; if the evidence supports Customer's claim, ElectraStar shall make a refund to Customer as set forth in Article 5(h) hereof.
- j) ElectraStar has the right to authorize third parties to execute collection of its receivables from Customer, including disclosure to such third parties of Customer information as shall be necessary for such function, and exclusively for this purpose Customer hereby waives ElectraStar's obligation pursuant to Article 3(f) hereof and authorizes disclosure of Customer's information to such third parties for this purpose, provided, however, that such third parties shall have entered into a covenant with ElectraStar to safeguard Customer's information in accordance with the privacy laws and regulations of the Czech Republic.
- k) Customer's payment for Special Devices provided by ElectraStar pursuant to Section 3 of the Contract should be as a non-refundable user fee and legal ownership of such Devices shall be at all times retained by ElectraStar pursuant to Article 6 hereof.
- l) If the country of Customer's permanent residency is not the Czech Republic, or if Customer shall be repeatedly overdue on payments owed to ElectraStar hereunder, or if Customer does not provide documentary evidence reasonably satisfactory to ElectraStar confirming method or capacity of payment, ElectraStar has the right to demand payment of an additional security deposit of up to CZK 7000 which Customer shall pay, at ElectraStar's discretion, either upon the effective date of the Contract or thereafter within 10 business days after ElectraStar's written demand therefore; ElectraStar shall refund to Customer, within 15 business days after expiration or termination of the Contract, the amount of security deposit remaining after deduction of any amounts owed by Customer to ElectraStar.

### Article 6 - Ownership of Special Devices

- a) Throughout the Term hereof ElectraStar shall retain legal ownership of all Special Devices provided to Customer pursuant to Section 3 of the Contract.
- b) Customer shall be responsible to safeguard all Special Devices provided by ElectraStar hereunder and keep them in good working order and physical condition throughout the Term hereof.
- c) Unless Customer shall have renewed the Contract as provided for in Article 10 hereof, Customer shall return the Special Devices in good working order and physical condition to ElectraStar at its office address within 5 business days after the expiration or termination of the Contract, and in the event that Customer shall not comply with this stipulation then Customer shall be immediately liable to pay ElectraStar CZK 7000 plus applicable VAT and any costs incurred by ElectraStar to recover the Special Devices.

### Article 7 - Provision of Services

- a) ElectraStar shall have the right to interrupt or limit the Services for the following reasons:
  - i. due to disruptions of PRE Network operations affecting the area where Customer's premises are located;
  - ii. due to disruptions of ElectraStar Network operations as a result of equipment failure or periodic maintenance of the PRE Network;
  - iii. due to an event of *force majeure* or other unpredictable and unpreventable events; in case Customer payments owed to ElectraStar are overdue, subject to Section 65 of Act No 127/2005 Coll., on electronic communications;
  - iv. in the event of Customer's material breach of Contract pursuant to Article 8 hereof.
- b) If Services were interrupted or limited for the reasons pursuant to Article 7(a)(i)-(iii), ElectraStar shall restore such Services immediately upon the discontinuation of such events.
- c) If Services were interrupted or limited for the reasons pursuant to Article 7(a)(iv)-(v), ElectraStar shall restore such Services under the following conditions:
  - i. if the Contract remains in force and was not terminated;

- ii. if Customer has paid all amounts outstanding to ElectraStar including applicable penalties and interest;
  - iii. if Customer has made a prior written request to ElectraStar for Services to be restored.
- d) ElectraStar makes no guarantee, warranty or representation to Customer that the performance of the Services selected by Customer pursuant to Section 2 of the Contract will always be delivered at the maximum data rate stated in Section 2, and that ElectraStar is only obligated to endeavor to deliver such performance on a best-efforts; as such, Customer hereby acknowledges and accepts that the ElectraStar Network is a shared medium utilized concurrently by a variable quantity of other customers and consequently that the actual performance of Services will be dependent on fluctuating data traffic patterns on the ElectraStar Network, as well as dependent on transient physical characteristics of the PRE Network that may affect Service performance, such as signal attenuation due to electrical loading, etc; and consequently ElectraStar makes no guarantee, warranty or representation, which Customer hereby acknowledges and accepts, with respect to full-time availability, stability or quality of internet access and telephone Services on the ElectraStar Network.
- e) Customer hereby acknowledges and accepts that the ElectraStar Network, which is deployed on PRE Network infrastructure not owned or controlled by ElectraStar, is dependent on the normal and correct functioning of electrical operations on the PRE Network and that failure or disruption thereof may fundamentally affect the delivery and performance of Services.
- f) ElectraStar makes no guarantee, warranty or representation, which Customer hereby acknowledges and accepts, with respect to the performance and functionality of Devices manufactured by third parties, which are provided to Customer hereunder.
- g) ElectraStar shall upon Customer's written notice implement call-blocking features for numbers specified by Customer, as well as provide identification of the phone number(s) of incoming calls from callers inflicting harassment on Customer of a vicious nature.
- h) ElectraStar shall implement the number portability Service that may have been specified by Customer in Section 2 of the Contract, provided however, that ElectraStar's fulfillment of such Service shall be subject to the provisions and application of Section 34 of Act No. 127/2005 Coll., on electronic communications, General Measure No. OOP/10/07.2005-3 and Price Decision No. 01/PROP/2003 issued by the Czech Telecommunication Office and further subject to the cooperation of Customer's current phone service provider.
- i) ElectraStar shall guarantee full-time availability of telephone Service for emergency calls.
- j) Customer hereby acknowledges and accepts that the connection of any third-party PLC equipment to the electrical wires in Customer's premises or within the building where Customer's premises are located may cause malfunctions of the ElectraStar Network or Devices and/or disruptions to the Services to be delivered hereunder, and that ElectraStar cannot be held responsible or in breach of its obligations hereunder in the event of such malfunctions or disruptions caused by third-party PLC equipment.
- k) Customer hereby acknowledges and accepts that ElectraStar's responsibility to deliver Services hereunder is subject to and superseded by PRE's statutory rights and responsibilities pursuant to Act No 458/2000 Coll. on business conditions and public administration in the energy sector, and that ElectraStar cannot be held responsible for Service disruptions arising as a result of PRE's execution of its legal rights and responsibilities.
- l) The monthly free data limit for the Service selected by Customer pursuant to Section 2 of the Contract is based on total downstream and upstream data transferred by means of the modem Device provided to Customer hereunder, and any data transferred within the invoicing period of a calendar month in excess of the monthly limit shall be charged to Customer at the rate specified in Section 2 of the Contract. ElectraStar reserves the right, which Customer hereby acknowledges and accepts, to reduce the data rate of Customer's internet Service to 128 Kbps for the remaining period of any calendar month that Customer shall have exceeded the monthly free data limit by at least 50%.

#### **Article 8 - Material breach of Contract**

- a) ElectraStar shall be in material breach of Contract solely for the following reasons:
- i. interruption or defective delivery of the Services for a continuous period of one calendar week, or on at least 5 separate occasions for a total period of 120 hours during a calendar month, for the reasons pursuant to Article 7(a)(ii) hereof, provided, however, ElectraStar's responsibility for such interruptions or disruptions is specifically excluded or limited by other provisions in the GT&C;
  - ii. if Customer provides evidence of abusive behavior toward him/her/it by an ElectraStar employee or contractor, or repeated instances of gross negligence in customer service;
  - iii. if ElectraStar shall not comply with the provisions of Article 3(f) hereof.
- b) ElectraStar shall not be in material breach of the Contract due to reasons pursuant to Articles 7(a)(i) and 7(a)(iii) hereof.
- c) Customer shall be in material breach of Contract for any of the following reasons:
- i. delay of any payment due hereunder of more than one calendar month;
  - ii. provision of incorrect information in relation to the Contract;
  - iii. violation of any of Customer's obligations pursuant to Articles 4 and 6 hereof.

#### **Article 9 - Liability and limitations of liability**

- a) ElectraStar's liability for failures, interruptions or defective delivery of the Services shall be only as specifically set forth and as limited or excluded pursuant to Article 7 hereof, and in any event shall be expressly limited to a refund as set forth in Article 5(h) hereof for each day or part thereof in excess of 48 hours per calendar month that delivery of Services to Customer shall be interrupted or defective.
- b) Except as expressly provided in Article 9(a) hereof, ElectraStar shall have no liability whatsoever for damages incurred by Customer or third parties as a result of Customer's failure to comply with the obligations pursuant to Article 4 hereof, nor as a result of defective Devices (except for ElectraStar's obligation to repair or replace such Devices), nor as a result of Service failure, interruption or defective delivery in accordance with the provisions hereof and Section 64 (12) of Act No. 127/2005 Coll., on electronic communications.
- c) Customer shall be legally and financially liable during the Term hereof and thereafter for the full extent of damages incurred by ElectraStar or third parties as a result of Customer's breach of obligations pursuant to Articles 4 and 6 hereof.

**Acknowledged and agreed by Customer:**

#### **Article 10 - Contract Term and Termination**

- a) Unless otherwise stated in Section 5 of the Contract, the Term of the Contract shall be for a definite period equal to one calendar year commencing on the date hereof, during which period the Parties shall remain legally bound to comply with all of their obligations hereunder.
- b) The Contract shall be extended for successive additional terms of one calendar year unless Customer or ElectraStar shall deliver prior notice of termination in writing 30 calendar days prior to the expiration date of each term hereof.
- c) The Contract may be terminated by ElectraStar in its sole and absolute discretion at any time during the Term hereof, either (i) on 30 calendar days' written notice to Customer, or (ii) immediately in writing in the event of Customer's material breach of Contract pursuant to Article 8(c).
- d) The Contract may only be terminated by Customer during the Term hereof for either of the following two reasons: (i) upon 30 calendar days' written notice to ElectraStar in the event that Customer shall relocate his/her/its principal place of residence to outside of ElectraStar's service area, such written notice to be accompanied by documentary evidence reasonably satisfactory to ElectraStar of Customer's relocation, or (ii) immediately upon written notice in the event of ElectraStar's material breach of Contract pursuant to Article 8(a) hereof.
- e) Customer's obligations pursuant to Articles 4(a) and 6(c) hereof and Customer's liability pursuant to Article 9(c) hereof shall survive the expiration or termination of this Contract.
- f) ElectraStar's obligation pursuant to Articles 3(f) and 5(h) hereof shall survive the expiration or termination of this Contract.
- g) All financial debts and obligations in relation to the Contract shall be settled by both Parties within 5 business days after the expiration or termination of the Contract.

#### **Article 11 - Miscellaneous Terms and Conditions**

- a) ElectraStar reserves the right at all times to modify the GT&C, provided that ElectraStar shall deliver to Customer a copy of the modified GT&C one month prior to its effective date.
- b) ElectraStar reserves the right to modify Service performance levels, volumes and pricing during the term hereof, provided that if such modification of Services specified in Section 2 of the Contract would be financially detrimental to Customer or result in a deterioration of the Services delivered then ElectraStar shall be obligated to offer some compensatory Service or reduction of monthly Service charges as shall be agreed in good faith between the Parties. If Customer has been duly notified of such Service modifications and has not contested them or introduced a claim application within 2 calendar weeks after ElectraStar's notice thereof, then such modifications are deemed to be accepted by Customer and shall substitute for the Service levels specified in the present Section 2 of the Contract.
- c) ElectraStar shall not be deemed to be in breach of its obligations or liable hereunder for failure or delay to perform its obligations due in whole or in part by an event of force majeure which shall include (but not be limited to) any act of God, natural disaster, flood or earthquake, strike, lockout, fire, war, civil commotion, inability to obtain products or supplies including the imposition of any export or import bans or any other cause beyond their reasonable control, provided, however, that ElectraStar shall resume timely performance of its obligations immediately upon the cessation of such event of force majeure.
- d) The Contract shall be binding upon and inure to the benefit of the Parties and their respective successors and assigns, provided, however, that this Agreement may not be assigned by either Party to any 3<sup>rd</sup>-party, in whole or in part, without prior written consent of the other Party.
- e) The Contract sets forth the entire agreement of the Parties, and supersedes any and all prior agreements, arrangements and understandings, written or oral, relating to this subject matter.
- f) Except as provided in Articles 11(a) and (b) hereof, no amendment to the terms and conditions of the Contract shall be valid and binding unless made in writing and signed by each of the Parties hereto.
- g) It is understood and agreed that any failure or delay in exercising any right, power or privilege hereunder by either Party will not operate as a waiver thereof, nor will any single or partial exercise thereof preclude any further exercise thereof, nor the exercise of any other right, power or privilege provided for hereunder.
- h) If any of the provisions of the Contract are held to be legally invalid or become unenforceable, the remainder of the Contract shall nevertheless remain binding to the fullest extent possible, taking into consideration the purposes and spirit hereof.
- i) Any notice or communication between the Parties that is required pursuant to the Contract shall be in writing and shall be made by registered letter (confirmation of receipt requested) or by e-mail or facsimile transmission subsequently confirmed by registered letter (confirmation of receipt requested), forwarded to the respective addresses appearing on the Contract, and shall be deemed received by the recipient, if by registered letter, on the date stated on the confirmation of receipt, and if by e-mail or facsimile transmission, on the date of the transmission. If the customer refuses to take over the registered letter at the post office then the registered letter will be deemed received by the recipient on the day of such a refusal. If the customer does not collect the registered letter from the post office the registered letter will be deemed received by the recipient on the 3<sup>rd</sup> day from its arrival at his post office.
- j) The rights and obligations of ElectraStar and Customer ensuing from the Contract shall be governed by the laws of the Czech Republic. Customer's objections against the settlement of a claim and other disputes between ElectraStar and Customer shall be decided by the Czech Telecommunications Office. The contractual parties have agreed that matters in which the court is competent to decide shall be decided by the courts in Prague. ElectraStar and Customer have expressly agreed that the contractual relationship established by the Contract shall be governed by Act No. 513/1991 Coll., the Commercial Code, as amended.
- k) In the event that the Contract and GT&C shall be executed in bilingual originals, the Czech version shall prevail.
- l) The Contract is executed in three originals, of which two shall be retained by ElectraStar and one by Customer.

**Confirmed for and on behalf of ElectraStar a.s.:**