

Contract for the Supply of Telecommunication Services



CONTRACT NUMBER: _____ (variable symbol for payment)

*Contract for the Supply of AIRWAYNET Telecommunication Services
Concluded pursuant to Act No. 89/2012 Coll., the Civil Code, and Act No. 127/2005 Coll., on Electronic Communications and on Amendment to Certain Related Acts (Electronic Communications Act), hereinafter only as the "Contract", between the Parties:*

AIRWAYNET a.s., Hládkov 920/12, 169 00 Praha 6, represented by Miloslav Novák, registered in the Commercial Register with the Municipal Court in Prague, Section B, File No. 3877, Company ID No.: 61058068, VAT Reg. No.: CZ61058068
as AIRWAYNET network operator, hereinafter only as the "Provider", and

Name: _____ **Identification:** _____

Address I.: _____ (permanent residence, company headquarters)

Telephone: _____ **Email:** _____ hereinafter only as the "Subscriber"

I. SCOPE OF CONTRACT

Under this Contract, the Provider undertakes to supply to the Subscriber telecommunication services in the scope and under the terms set forth in this Contract, its appendices and the General Terms and Conditions of Supply of Public Electronic Communication Services by AIRWAYNET a.s. (hereinafter only as the "General Terms and Conditions").

II. SPECIFICATION OF SERVICE

Unlimited internet connectivity with 24/7 availability.

Plan*: _____ Mbit/s, speed down/up: _____ / _____ Mbit/s, **Aggregation:** _____ **connected from:** _____

Address II. (connection): _____ **Power supply A:** _____

IP: _____, **Public IP:** _____ **Quantity, Equipment**:** A. _____ B. _____

* While the Contract is in force, the Provider may make only the following changes to the subscribed plan: speed – only up; aggregation – only down. A change of plan, specifically a transition to a lower tariff, will be made by the Provider only against the Subscriber's application, only after the expiration of the commitment period. **If the field "Equipment" is filled, the Subscriber has rented, free of charge, a receiving (A) and terminal (B) equipment (hereinafter only as "Equipment"), and, **by signing the Contract, the Subscriber confirms the possession of the Equipment.** The rental of Equipment is subject to the terms and conditions of the Provider. The Provider retains the ownership of the Equipment, and the Subscriber shall return the Equipment, undamaged, to the Provider upon the Contract termination. If the Equipment is not returned, the Provider has the right to charge the acquisition cost of the Equipment the Subscriber. The Provider is obliged to dismantle Equipment A free of charge.

III. CHARGES AND METHOD OF PAYMENT FOR THE SERVICE

• The charges for the service as specified below will be billed monthly (a tax document will be raised on the 15th day of the month, always for the current month), with invoicing details (account number 2104414848/2700, variable symbol, constant symbol, due date) stated on the tax document.

Tariff price: _____ CZK **Optional extras:** Public IP _____ CZK, Mailing of printed invoices* _____ 25 CZK

Note: a ,cross' indicates what has been contracted or agreed; a ,strikeout' indicates ,no' or ,N/A'

Service price: _____ CZK (total per month incl. applicable VAT) **Payment:** bank transfer _____ post
remittance: _____

*charged if the Subscriber opts for mailing of invoices to address I. II. by land mail (electronic invoices are free of charge)

• One-off payments made by the Subscriber in cash in the agreed amount upon entering into the Contract:

Installation fee*: _____ CZK, **Hardware**:** _____ CZK, **Bond***:** _____ CZK

*applicable for contracts for less than 12 months, **additional equipment purchased outside the scope of the service, ***required for Subscribers who are not Czech nationals; not applicable to contracts concluded by a company/sole trader registered in the Czech Republic.

IV. FINAL PROVISIONS

- The Contract is concluded for a fixed term, with a commitment to use the services for: _____ month(s) as of the start of supply.
- The Contract is governed by the laws of the Czech Republic, in particular Act No. 89/2012 Coll., the Civil Code, and Act No. 127/2005 Coll., on Electronic Communications and on Amendment to Certain Related Acts (Electronic Communications Act).
- The Contract may be terminated after the expiration of its term at the earliest (hereinafter also as the "Term of Contract"). Unless the Subscriber notifies the Provider in writing before the expiration of the Term of Contract that they no longer wish to receive the service, the Contract becomes an **open-ended Contract** and can be terminated without qualifying the reason with a notice period of one month commencing on the first day of the month after the serving of a notice.
- Other rights and duties of the Parties are governed by the General Terms and Conditions which form an integral part of the Contract.
- In the event of a conflict between the Contract and the General Terms and Conditions, the language of the Contract takes precedence.
- The Contract is made in two counterparts, each valid as original. After signing, each Party to the Contract will receive one counterpart.
- The legal relationships not provided for in the Contract, its appendices or the General Terms and Conditions are governed by the laws of the Czech Republic, namely Act No. 89/2012 Coll., the Civil Code, and Act No. 127/2005 Coll., on Electronic Communications and on Amendment to Certain Related Acts (Electronic Communications Act).
- If the Subscriber left a bond in cash, it will be returned to them after the supply of the service is duly completed, upon which all obligations of the Subscriber to the Provider must be settled. If they are not settled, the Provider has the right to settle the obligations of the Subscriber to the Provider from the bond.

V. SUBSCRIBER'S DECLARATION

I hereby declare that I am authorised to act in the name and on the account of the Subscriber. I also declare that I **have received the General Terms and Conditions and I am acquainted with them**, and I undertake to observe them; I also declare that I have been given all documents and information concerning the operation of the AIRWAYNET network, and that I acknowledge them. Moreover, I declare that I agree with the installation of Equipment by the Provider's technical personnel.

VI. DATE AND SIGNATURES

In Prague, on: _____

Provider: _____

Subscriber: _____

CONTACTS ON THE PROVIDER'S SIDE

**TECHNICAL SUPPORT
BILLING AND PAYMENTS**

CUSTOMER SERVICE

777 550 706, 245 006 565
006 565

245 006 565, 777 550 705

733 710 446, 245

Note: a ,cross' indicates what has been contracted or agreed; a ,strikeout' indicates ,no' or ,N/A'

podpora@airwaynet.cz

info@airwaynet.cz

fakturace@airwaynet.cz

Note: a ,cross' indicates what has been contracted or agreed; a ,strikeout' indicates ,no' or ,N/A'