

# TERMS AND CONDITIONS FOR THE PROVISION OF A “GONET.TV” SERVICE

## of the Provider

goNET s.r.o.

Business ID No: 26822580, with their registered office at Úprkova 1/25, Přívoz, 702 00 Ostrava

## 1. Introductory provisions

1.1 These Terms and Conditions for the provision of a “goNET.TV” service regulate the relationship between the Service Provider, consisting of providing television rebroadcasts by means of special transmission systems (by means of electronic communication network using the IPTV technology) pursuant to § 2(1)(b) of the Act no. 231/2001 Sb. on Radio and Television Broadcasts, and services relating to the provision television rebroadcasts, and the end User of these Services.

1.2 These Terms and Conditions are an integral part of the Agreement on provision of television rebroadcasts by means of electronic communication network and on provision of related device, entered into between the Provider and the end User. For the Agreement term, the Terms and Conditions may be amended by the Provider only in compliance with Article 10.3.3. The end User shall receive the latest version of these Terms and Conditions upon the Agreement’s conclusion, while it’s also available on the Website.

## 2. Definitions

2.1 For the purpose of these Terms and Conditions, the terms initiated herein with a capital letter shall be interpreted within the following meaning.

**2.1.1 Application** – the application is intended for supported devices. The Provider provides thereof to the Users for the purpose of using the Service and its installation on supported devices. The application is available for the types of supported devices specified on the Provider’s Website;

**2.1.2 Pricelist** – a pricelist of the Services and a rental fee for provision of goNET.tv Box, whereby the latest version forms an Annex to the Agreement and it’s available on the Website;

**2.1.3 goNET.tv Box** – a device provided by the Provider to the User for the purpose of watching television rebroadcasts by means of a television device, connected to the internet, with an Android operational system, also enabling using additional services;

**2.1.4 Civil Code** – Act no. 89/2012 Sb., the Civil Code, as amended;

**2.1.5 Order** – electronic order for the Service consisting of completing an electronic order form available on the Website and sending thereof to the Provider;

**2.1.6 Partner** – operator of electronic communication networks pursuant to a special act providing internet connection to a certain group of users, that’s based on the agreement with the Provider, entitled to offer to these users using of the Service through its connection and to mediate conclusion of Agreements between the Provider and these users;

**2.1.7 Terms and Conditions** – these Terms and Conditions for the provision of a “goNET.TV” service which is available on the Website and provided to the User in a written form upon the Agreement’s conclusion;

**2.1.8 Provider** – company goNET s.r.o., Business ID No. 26822580, with their registered office at Úprkova 1/25, Přívoz, 702 00 Ostrava, registered in the Commercial Register maintained by the Regional Court in Ostrava, section C, insert 25849;

**2.1.9 Service** – A “goNET.TV” service, consisting of the provision of the possibility to watch television rebroadcasts by the Provider by means of internet using the goNET.tv Box provided by Provider or using the User’s end device;

**2.1.10 Agreement** – Agreement on provision of “goNET.TV” service, concluded between the Provider and the User in a written or electronic form, whereby a part of formed by these Terms and Conditions; the Agreement may be concluded with the Provider via the Partner;

**2.1.11 User** – end user of the Service, who concluded the Agreement with the Provider; in case the User is a natural person acting beyond its business activities or beyond its self-employment activities when concluding the Agreement, the User is a consumer under § 419 of the Civil Code;

**2.1.12 User interface** – internet interface available via the Website based on entering the user name and password, enabling the User to manage the Service;

**2.1.13 Broadcasts** – television rebroadcasts provided by the Provider within the Service, corresponding to the definition under § 2 (1)(b) of the Act, in a programme composition offered by the Provider;

**2.1.14 Website** – the Provider’s internet pages with the Service offer and with the access to the User interface, available under the domain “lepsi.tv” and “lepši.tv”;

**2.1.15 Act** – Act no. 231/2001 Sb., on Radio and Television Broadcasts and on amendment of other Acts, as amended;

**2.1.16 Interested Party** – a person who is interested in using the Services provided by the Provider.

### 3. Description and basic parameters of the Service

**3.1** The Service consists of providing Users with the possibility of watching television rebroadcasts according to the programme offer of the Provider by means of electronic communication networks not arranged by the Provider. The Service is available on the territory of the Czech, Slovak Republics and Poland.

**3.2** Under §2 (1)(b) of the Act, television rebroadcasts mean the reception of broadcasts of the original radio and television programmes or of their substantial parts, including services directly related to the programmes or their substantial parts, and their simultaneous, complete and unchanged distribution for the public via electronic communications networks;

**3.3** The Service is a service pursuant to the Act, where the Provider does not provide to the Users related service of electronic communications consisting of securing the internet connection under the Act no. 127/2005 Sb. on Electronic Communications. By concluding an Agreement, the User acknowledges that the Service and the relationship arising therefrom is not governed by the Act on Electronic Communications. In the event the User concludes the Agreement via the Partner, the Agreement has no impact on performance of an independent Agreement on the provision of an electronic communication services concluded between the User and the Partner.

#### **3.4 The Service may be used in the following ways:**

**3.4.1** by using goNET.tv Box connected to the receiving television set; this method is available to the User on the basis of concluding an Agreement and on taking over and connecting the goNET.tv Box;

**3.4.2** by using an Application installed on the supported device; this method is available to the User on the basis of sending the Order, paying the price of the Service and successfully installing the Application on the supported device;

**3.4.3** through the internet interface by means of any device (computer, mobile phone or tablet) equipped with an internet browser which enables data streaming; this method is available to the User already on the basis of sending the Order, which is confirmed by the Provider and then successfully entering the login information in the User interface.

**3.5** Using one goNET.tv Box or Application, it's possible to watch the Broadcasts on one television device. Watching the Broadcasts on more than one television devices is possible only by using corresponding number of the goNET.tv Boxes or copies of the Application under the conditions set out by the Pricelist. Watching the Broadcasts through the internet interface pursuant to Article 3.4.3 is possible to combine with any other watching method pursuant to Articles 3.4.1. or 3.4.2.

**3.6** The User acknowledges that the basic prerequisite for using the Service is a functioning internet connection fulfilling the parameters according to minimal technical requirements published on the Website. Without the internet connection having such parameters, the Service cannot be used properly and the impossibility to use the Service due to this reason is not a service defect on the Provider's part and fails to constitute the User's right to claim for Service defects under Article 8 of these Terms and Conditions. In case the Agreement was concluded by means of a Partner, the Partner may be liable for non-functioning connection within the scope and manner pursuant to the relevant Agreement on provision of electronic communication services concluded with the User.

**3.7** The Broadcast' programme offer is specified on the Website and charged pursuant to the Pricelist. The Provider is entitled to change the programme offer depending on the availability of individual programmes for television rebroadcasts and on arrangements with their providers, even during the term of the Agreement with the User. The Provider is obliged to notify the User thereof on the Website of the Provider. Change of the programme offer is not considered as a change to the Terms and Conditions pursuant to Article 10.4.

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### 4. Agreement conclusion and duration

#### **4.1 Agreement conclusion**

**4.1.1** The party interested in concluding the Agreement shall fill-in the Order available on the Website and send it to the Provider by clicking on the relevant button. Within the Order, the interested party particularly needs to fill-in the identification data, select the desired programme set, the method of use for the Service pursuant to Article 3.4., the regime of the Agreement pursuant to Article 4.3.1. and the payment method regarding the Service price and price for the provision of a goNET.tv Box. Dispatching the Order is not considered as the offer to conclude the Agreement. Simultaneously, the User acknowledges that presenting the Service offer on the Website or by any other way is not the offer to conclude the Agreement - for that purpose the Provider excludes the application of § 1732 (2) of the Civil Code.

**4.1.2** Where a party interested in concluding an Agreement selects the payment method for the Service price and price for provision of the goNET.tv Box, if applicable, by payment card, they give consent to the User's payment card being directly debited to the Provider's account for the Agreement's duration. This stipulation shall not affect the User's right to terminate the payment card's direct debit to the Provider's account at any time. Direct debit via the User's payment card shall always be made on the last day of the prepaid period for the following period.

**4.1.3** In case the Interested Party selected the goNET.tv Box lease, the payment card direct debit cannot be terminated. However, if the Interested Party pays the Service price and the price for the provision of the goNET.tv Box by any other payment method (payment by transfer order, postal order, cash) at least three days before the last day of the prepaid period for the following period, the payment card is not direct debited to the Provider's account.

**4.1.4** The User is liable for the correctness of data provided in the Order. The Provider is not liable for the impossibility to confirm the Order's acceptance and/or the Agreement's conclusion due to providing incorrect data regarding the User. The User is obliged only to enter truthful information in the Order. Providing information which is not true (in particular providing data regarding a different person) is considered as a serious breach of these Terms and Conditions and in such case the Provider is entitled to withdraw from the Agreement pursuant to Article 7.6. if the Agreement has already been concluded.

**4.1.5** On the basis of accepting the Order, the Provider shall evaluate whether it contains all the information necessary to execute the draft Agreement and to start providing the Service. If the Order is duly filled-in, the Provider shall send the User confirmation by email regarding the Order's acceptance. Where the User paid the price for the Service along with the price for providing a goNET.tv Box by payment card upon sending the Order under Article 4.1.2., within the Order confirmation, the Provider shall also send them the login details to the User interface and make the Service accessible pursuant to Articles 3.6. 3.4.3. of these Terms and Conditions. Where the User selected the option to use the Service by means of an Application pursuant to Article 3.4.2., the Provider shall activate the Application with the User upon accepting the Order and payment. Using the Service in the period between the Order confirmation and Agreement conclusion is considered as a test period, unless the User has paid the price of the Service. During the test period, the User is entitled to use the Service within the scope of Article 3.4.3. free of charge. The trial regime is terminated by concluding an Agreement or by the expiry of the period of 30 days as of the confirmation of the Order's acceptance, if the Agreement is not concluded within this period.

**4.1.6** Based on the Order's acceptance and confirmation pursuant to Article 4.1.1 and 4.1.5, the Provider executes the Agreement in written form and sends it along with the goNET.tv Box (where the User selected this option) and other accessories to the User's address specified in the Order by means of a contractual courier (messenger) within 10 days of receiving the Order at latest. The User is obliged to ensure that they are present at the delivery address at the expected delivery time specified by the messenger. Taking over the goNET.tv Box and signing the Agreement by a person other than the User identified in the Order is only possible on the basis of presenting a written power of attorney granted by the User. Should the User not be present at the address and the other person fails to present a written power of attorney, the messenger shall attempt to deliver again within 5 days of the first attempt. If the consignment is not delivered successfully to the User, the messenger shall attempt to deliver again within 5 days of the first attempt. In the event that the consignment is not delivered to the User after the second attempt, it's deemed that the User is not interested in concluding the Agreement and all the services available to the User pursuant to Article 4.1.5. shall be deactivated.

**4.1.7** The messenger shall present the User with a draft Agreement from the Provider based on the Order and signed by a person with the Provider's authorisation. Presenting the draft Agreement is considered as the proposal to conclude the Agreement under § 1731 of the Civil Code. Along with the draft Agreement, the User shall obtain also the latest version of these Terms and Conditions. The User is obliged to check the data presented in the draft Agreement as regards their correctness and compliance with the Order. If the data in the draft Agreement is correct, they shall sign the draft Agreement. The User signing the draft Agreement is considered to be acceptance of the proposal under § 1740 of the Civil Code. The Provider excludes the option to accept the proposal with an addendum or a variation that does not substantially change the terms of the offer pursuant to § 1740 (3) of the Civil Code. Where the User failed to select the option to pay the price by payment card pursuant to Article 4.1.2., they shall pay the price to the messenger in cash upon the Agreement's conclusion.

**4.1.8** The prerequisite of handing over a goNET.tv Box to the User is the Agreement's conclusion in a way set out in Article 4.1.6. Should the User not sign the draft Agreement, the goNET.tv Box may not be handed over to them. Therefore, the Provider is entitled to reimbursement from the User for the postal services price who refused to sign the Agreement upon delivery (this shall not apply to cases where the User refused to sign due to the Provider presenting incorrect information in the Agreement that is contrary to the information presented in the Order by the User.

**4.1.9** The "Twisto" payment is provided by Twisto payments a.s., Business ID No: 01615165, registered in the Commercial register maintained by the Municipal Court in Prague, section B, insert 19085, with their registered office at Újezd 450/40, Malá Strana, 118 00 Prague 1, based on a Twisto invoice by assigning a receivable for reimbursement of the payment with a prolonged maturity to Twisto payments a.s., under the conditions set out in "General Terms and Conditions for customers of the "TWISTO" service", which are published on the [www.twisto.cz](http://www.twisto.cz) website.

**4.1.10** In case the Buyer uses the "Twisto" service mediated by the Seller and provided by Twisto payments a.s., the Buyer is obliged to reimburse the payment (i.e. the total purchase price and delivery costs) within 14 days of goods delivery.

**4.1.11** The purchase Agreement is concluded by the Buyer by filling-in the order, the Seller accepting the order (written confirmation by means of electronic mail) and the Buyer's payment for ordered goods or using the "Twisto" service.

**4.1.12** The Buyer consents to accept the "General Terms and Conditions for "TWISTO" service" customers by selecting the Twisto service to the Seller's shopping basket and upon Twisto's subsequent payment confirmation.

## **4.2 Agreement conclusion via a Partner**

**4.2.1** Where the User concludes an Agreement with the Provider via a Partner, authorised by the Provider to conclude the Agreements, this Agreement may be concluded in the premises of the Partner depending on the possibilities offered by the Partner without placing the Order in advance pursuant to Article 4.1.5 Upon the Agreement's conclusion in the premises, the Partner simultaneously hands over the goNET.tv Box, if the User has selected this way of using the Service.

**4.2.2** The Partner is not obliged to provide Users with a possibility of a test period pursuant to Article 4.1.4. of these Terms and Conditions.

**4.2.3** Where an Agreement is concluded via a Partner, the provider is the Provider of the Service. However, the Partner is the Seller and the supplier of the goNET.tv Box pursuant to the Agreement.

## **4.3 Agreement duration and termination**

**4.3.1** The User is entitled to select one of the following regimes of the Agreement within the Order:

- a) Agreement for a definite period with a lease for a goNET.tv Box (hereinafter referred to as the "Agreement for a definite period")
- b) Prepaid Agreement.

**4.3.2** The Agreement is concluded for a definite period of 24 months from the Agreement's conclusion, unless stipulated otherwise by the Parties. Where the Agreement is concluded for a definite period and if the Contracting Parties fail to agree to extend or terminate the Agreement before the Agreement's expiry, or if it's not terminated unilaterally by notice from either Contracting Party not being interested in continuing the Service which is delivered to the other Contracting Party no later than one week before the end of the Agreement for a definite period, the Agreement is extended by another 24 months.

**4.3.3** The Prepaid Agreement is concluded in electronic form in the Order upon the User's consent. The User or the Provider may withdraw from this Agreement anytime. In the event that the withdrawal notice is delivered at the time when the goNET.TV service is no longer prepaid by the User it shall be terminated the following working day. In the event that the goNET.TV service is still prepaid by the User upon delivery, the Agreement shall be terminated from the last day of the prepaid period. All elements of this Agreement are governed by the Terms and Conditions on provision of a goNET.TV service. No sanction fees are incurred by the User for the failure of payment for the service. The Service is activated to the User exactly for the period for which is prepaid. If the User only prepays for a definite period, they will be unable to use the service of re-watching in the period when the goNET.TV was not prepaid.

**4.3.4** In case of terminating the Agreement for a definite period by whichever method, the User is obliged to return the goNET.tv Box to the Provider at their own expense to the Provider's address presented on the Website at latest within 10 days of terminating the Agreement.

## **4.4 Withdrawal from the Agreement without giving a reason**

**4.4.1** The User is entitled to withdraw from the Agreement without giving a reason no later than within 30 days of the Agreement's conclusion, regardless of whether they started using the Service or not, and regardless of whether they are in the position of a consumer towards the Provider or not. The withdrawal must be made in writing or by email and delivered to the Provider so that it's received no later than within 30 days of the Agreement's conclusion. If the Agreement was concluded through a Partner, the withdrawal must be sent to the Partner.

**4.4.2** The User is entitled to use the withdrawal form attached to these Terms and Conditions. Failure to use the form shall not affect the validity of the withdrawal if it clearly implies the User's identification, the Agreement and the User's intention to withdraw from the Agreement.

**4.4.3** The Provider shall terminate the provision of the Service to the User no later than on the day following the Withdrawal's delivery which meets all the requirements under Article 4.4 (it deactivates the possibility of receiving the Service by whichever method pursuant to Article 3.4 and the User access to the User Interface). The Withdrawal terminates the Agreement, and the Contracting Parties are obliged to return everything they have performed before their withdrawal. The User is obliged to return the goNET.tv Box to the Provider undamaged, clean, without signs of wear, including complete accessories, and they are obliged to send it to the Provider no later than by the end of the withdrawal period according to Article 4.4.1. The User bears the total costs regarding the return of the goNET.tv Box to the Provider.

**4.4.4** The Provider is obliged to return the received price to the User for the Service and goNET.tv Box, including any postage paid by the User for the delivery of goNET.tv Box, but not before the User returns the goNET.tv Box. The goNET.tv Box cannot be returned to the Provider as cash on delivery - the Provider will not accept such a consignment and it will be sent back to the User. The Provider is obliged to return the price for the Service and the price for the goNET.tv Box to the User exclusively by cashless transfer to their bank account. Until the User identifies this bank account, the Provider is not in delay with its return.

**4.4.5** The User is liable to the Provider for the reduction of the value of the goNET.tv Box as a result of it being used in a manner other than the manner specified in the Agreement. The Provider is entitled to offset any claim for compensation regarding damage caused against the User's claim for a price refund for the Service and goNET.tv Box.

#### **4.5 Agreement amendments and Service scope**

**4.5.1** The Provider shall accept the User's proposal to conclude an Agreement amendment if the User has no outstanding overdue receivables against the Provider and in the duration of the Agreement terms the User has not breached the Terms and Conditions. The Provider shall notify the User about accepting the proposal by email and it shall make the Broadcasts in the scope according to the amendment accessible to the User or it shall dispatch another goNET.tv Box to the User in order to watch Broadcasts on another device. The amendment is concluded by receiving a confirmation email regarding the Provider's acceptance of the proposal or payment of the Service price and the device pursuant to the amendment depending on which occurs latest.

**4.5.2** During the Agreement term, the User is entitled to propose a change in the Service scope to the Provider, in particular, the number of devices on which it's possible to watch the Service at the same time, or in the scope of the Broadcasts (ordering another programme packages if they are offered by the Provider). The proposal shall be submitted exclusively by means of the User interface, sending the proposal is considered as a proposal to conclude an Agreement amendment. Where the Agreement is concluded via a Partner, the proposal for a change in the Service scope may be submitted via a Partner by means which a Partner enables. The Partner is liable for transmitting the request to the Provider. An Agreement amendment pursuant to this Article may be negotiated in non-written form by means of exchanging electronic communications.

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## **5. Rules regarding the User using the Service and goNET.TV**

### **5.1 goNET.tv Box**

**5.1.1** The goNET.tv Box is the basic prerequisite of a fully fledged Service use. The Service cannot be used without an active goNET.tv Box, except for the test period before concluding the Agreement under Article 4.1.4.

**5.1.2** A goNET.tv Box is a separate device having a technical specification as set out on the Website, running on the Android operational system the primary purpose of which is to secure the possibility watching Broadcasts by means of the User's receiving television set to which it's connected. One goNET.tv Box is not possible to use for watching Broadcasts on more than one receiving television sets.

**5.1.3** A goNET.tv Box enables using other services available through internet and installing third party' applications. In the case of goNET.tv Box leasing (Agreement for a definite period), the User is not entitled to install applications to the goNET.tv Box without having relevant licence permit (EULA) or by means thereof to access contents and information which are in any way unlawful. When returning the goNET.tv Box to the Provider upon terminating the Agreement, the User is obliged to put the goNET.tv Box back to the factory default settings. The Provider is not responsible for any data stored in the goNET.tv Box during the Agreement term and upon its return.

**5.1.4** In case of an indefinite period Agreement, the goNET.tv Box becomes the User's property under Article 4.2.2. and they are entitled to continue to use it after terminating the Agreement for the purposes set out in Article 5.1.3. In case of an Agreement for a definite period, the goNET.tv Box remains the Provider's property throughout the entire Agreement term.

**5.1.5** During the Agreement term, the User is solely liable for any damage caused to the goNET.tv Box, the risk of damage to the goNET.tv Box passing to the User upon the delivery and take over from the courier. Impossibility to use the Service due to damage incurred by the goNET.tv Box after passing the risk of damage to the thing is not a defect of the Service and delay on the part of the Provider, and is not a reason for terminating the Agreement. The User is obliged to immediately notify any damage to the Provider incurred by the goNET.tv Box.

### **5.2 Application**

**5.2.1** The Application is provided to Users by the Provider free of charge to download and install on the supported device specified on the Website. The offer of supported devices for which the Application is available may change in time. Where the Application stops to be available for certain supported devices, the User shall be notified thereof by the Provider in advance via the Provider's Website.

**5.2.2** The Application is within the meaning of § 2 (2) of Act No. 121/2000 Sb., Copyright Act, protected as an author's work. The Provider grants the User with the authorisation to use the Application (licence) upon its downloading and installing the Application within the following scope: the licence is granted solely to the User in accordance with the Agreement and the members of their household for non-commercial use of the Application exclusively for the purpose of using the Service by the User and the members of their household within the scope of the Agreement; the licence is granted as non-exclusive; the licence is granted for the Agreement's duration; the number of downloads and installations of the Application by one User is not restricted, however, it's not possible to watch the Broadcast through more than one copy of the Application simultaneously, except for the procedure of the User pursuant to Article 3.4.

**5.2.3** The User is not entitled to provide the Application to install to any other person and for that purpose to make any copies thereof. The User is not authorised to interfere with the Application in any way other than as permitted by the user interface, and to alter, decompile, or otherwise interfere with the Application.

**5.2.4** The Application's availability is subject to Article 5.4. of these Terms and Conditions.

**5.2.5** These Services can only be used for personal use, according to the Terms and Conditions, and the texts presented on the Provider's Website. Failure to comply with these rules, abuse of the goNET.TV service, distributing recordings, or unusual use of the Service may result in the Provider closing the User's account without compensation.

### **5.3 Web interface**

**5.3.1** The Web interface to watch Broadcasts is available on the Website on the basis of entering the login details in the User interface. The User is obliged to keep login details confidential and not disclose them to any other person beyond the persons who live with them in the common household.

**5.3.2** The Provider may issue applications to facilitate the access to the Web interface, in particular for mobile operational systems.

**5.3.3** Watching Broadcasts via the Web interface requires supported internet browser capable of streaming data.

## 5.4 Using the Service and Broadcasts

**5.4.1** The Service and Broadcasts are designated exclusively for the personal needs of the User's and the members of their household on the territory of the Czech and Slovak Republics. The Service is not intended for public broadcasts (particularly broadcasts in restaurants, bars, shops, sport facilities etc.) or for any repeated transmission through any other devices (retransmission) to other end users. The User is obliged to refrain from any use of the Service beyond this scope and purpose, in particular, using the Service for retransmitting broadcasts through the internet or other networks, common television antennas or cable wiring, and public broadcasts through receiving television sets, big-screen TVs, projectors etc. located outside of their household or visible from places located outside of their household. The User is obliged to refrain from any use of the Service for the commercial purposes.

**5.4.2** The User acknowledges that the Broadcast' programme offer includes programmes exclusively intended for persons over 18 years of age that are capable of endangering the physical, psychological or moral development of children and adolescents. Such programmes are clearly marked in the programme offer. The Service includes a function of "Parental code" intended to preclude the access of these persons to such programmes. The User is obliged to secure that this function is active in order for endangered people not to acquire data enabling the parental code to be overcome (password). The User is solely liable for compliance with these obligations in relation to the endangered people.

**5.4.3** By concluding the Agreement, the User grants consent for the Provider to monitor use of the Service by automated means within the scope of the watched TV channels / watched programmes and, on the basis of the information obtained, to recommend the User the programmes, television channels or news within the Broadcasts in a way which is enabled by the Application or the User interface of goNET.tv Box. The information obtained by the Provider is subject to the rules of personal data protection pursuant to Article 9.1. of these Terms and Conditions.

**5.4.4** Within their account, the User has the option to activate direct payment using a payment card for their goNET.TV services. Direct payment is made on the last day of a period the Service concerned is prepaid by the User. The payment cannot be refunded to the User. The User can cancel the direct payments by payment card in their account settings at any time.

**5.4.5** An active User has the option to set-up monitoring for all the channels listed on the Provider's Website that are included in their ordered programme menu.

## 5.5 Service availability and quality

**5.5.1** The User acknowledges that continuing to use the Service depends on the quality of the internet connection fulfilling the minimal system requirements set out on the Website. The User is solely liable for due ascertaining of parameters of their internet connection prior to sending the Order or prior to concluding the Agreement. Where the Provider provides a tool to ascertain the User's internet connection compliance parameters with the minimal system requirements through the Website, the tool's results are only indicative and not binding for the Provider. Where the Agreement is concluded via the Partner, the Partner may be responsible for the quality and speed of the internet connection under the relevant Agreement's conditions on provision of electronic communication services concluded with the User.

**5.5.2** Slow or unstable internet connection may lead to unstable reception or a total impossibility to use the Service. TV reception stability may depend on the definition in which the individual programmes are provided (SD or HD). The Provider is not liable for consequences arising from a connection that fails to comply with the minimal system requirements. The User acknowledges that using the Service requires certain volume of transmitted data for which the limits of transmitted data prescribed by the internet connection provider may apply (FUP).

**5.5.3** The User acknowledges that using the Service by means of mobile device and mobile internet connection may result in quickly using the maximum monthly data limit and establishing the User's obligation to pay higher price for the transmitted data. The Provider is not liable for any damage incurred by the User in this regard.

**5.5.4** Where the Provider knows the date of any Service interruption in advance, it shall notify the User via the Website at least 3 days in advance. The Provider undertakes to implement the planned Service interruption at the time of the least frequent Service use which shall not last longer than strictly necessary.

**5.5.5** If the total period of unannounced Service outages for a calendar month exceeds 24 hours, the User is entitled to a discount on the Service price for the following period, equal to the percentage of unavailability in relation to the total length of the calendar month. The User is entitled to claim this discount against the Provider until the end of the following calendar month at the latest, otherwise this claim shall expire. Outages notified in advance pursuant to Article 5.5.4. are not included in the period of unannounced outages pursuant to this Article. Where the Agreement was concluded via a Partner, the User can only claim the discount on the Service price only against the Partner.

**5.5.6** The Provider is not liable for the Service outages caused by force majeure (i.e. by circumstances which are not possible to avert and the Provider is not able to affect), particularly, the following: Internet connection failures or end devices on the User's part; damage to the goNET.tv Box which is not a technical defect for which the Provider is liable pursuant to Article 8.1.1.; programme broadcast interruptions on the part of the programme provider; failures or maintenance of technical or energetic infrastructure of third persons used by the Provider to provide the Service (such as outages on the part of the server hosting provider, energy supply providers etc.); atmospheric impacts and natural disasters.

## 5.6 Provider's Liability

**5.6.1** The Provider is liable for: the compliance of the scope and quality of the provided Services (in particular the individual programmes provided within the Broadcast) with the Agreement and the User's Order; provision of functional goNET.tv Box to the User which enables Service use; The User's access data identification to the User interface and their User profile; identifying received payments by individual Users; the User's personal data protection under Article 9.

**5.6.2** The Provider is not liable, in particular, for: continuous availability of the Service pursuant to Article 5.5.4.; Service outages as a result of force majeure pursuant to Article 5.5.6.; impossibility to conclude the Agreement or provide the Services as a result of the User providing incorrect data in the Order or as a result of a failure to notify any changes to such data to the Provider; impossibility to provide the Service as a result of a failure to transmit the data regarding the User and the Agreement or transmitting incorrect data regarding the User and the Agreement on the Partner's part; fulfilling minimal technical requirements for Service provision on the User's part (particularly, the functionality of their internet connection and receiving television set or any other end device); contents of any information and data transmitted through the Service (particularly the received Broadcast's content); services and data transmitted within the use of goNET.tv Box pursuant to Article 5.1.3.; Application malfunction or impossibility of its installation on smart televisions not supported according to the Website information; incapacity of the User's internet browser to watch Broadcasts via the Website Interface; any tangible or intangible harm incurred by the User or any third person as a result of using the Service (particularly, harm incurred as a result of watching the Broadcast's content); protection of the goNET.tv Box or the Application against any electronic threats such as the viruses, spyware and other threats.

## 6. Service price, the goNET.tv Box and rental fee

**6.1** The User is obliged to pay the Provider the price for providing the Service. The price is laid down by the Pricelist as amended at the time of sending the Order. Should the Provider change the Pricelist at the time between sending the Order and the Agreement's conclusion, the price shall be governed by the Pricelist effective at the time of the Order's dispatch.

**6.2** In the order, the User is entitled to select the frequency and the payment method of the price. Subsequently, the frequency and the payment method may not be changed during the Agreement term, unless otherwise stated by the Provider.

**6.3** In the case of a definite period Agreement with Service use through a goNET.tv Box pursuant to Article 3.4.1., the User shall pay a rental fee for provision of the goNET.tv Box to the Provider, along with the individual Service price payments in a frequency selected by the User. Where conditions for passing of the ownership title from the goNET.tv Box to the User are fulfilled in compliance with the Agreement (particularly in the event of the User delaying payment for the Service price and rental fee), the User shall pay a full price of the goNET.tv Box to the Provider according to the Pricelist upon a request delivered by post within a time limit set out in the request.

**6.4** The Provider is authorised to set more favourable price conditions for Service use in the form of preferential sales to individual sets or certain group of Users. Maintaining the terms of the sales for the User may be conditioned by the Agreement's conclusion and duration for a definite period.

**6.5** The Provider is entitled to change the Pricelist unilaterally. The Provider shall notify all current Users regarding pricelist changes by email and on the Provider's Website. Where the User concludes the Agreement for a definite period, the amended Pricelist shall apply to their Agreement in the event of its extension pursuant to Article 4.3.3. from the moment the extension becomes effective.

**6.6** In the case of the Agreement's conclusion via a Partner, the Provider shall stipulate with the User that in accordance with § 1767 of the Civil Code the User is obliged to pay the Service price to the Partner and thereby the Partner has a direct right to claim the Service price payment from the User. The User shall fulfil their obligation to pay the Service price pursuant to Article 6 of the Terms and Conditions with a timely payment of the price to the Partner.

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## 7. Provided Service interruptions and termination of the Agreement by the Provider

**7.1** With the exception of interruption pursuant to Article 5.5, the Provider is entitled to interrupt Service provisions to the User in the following cases:

**7.1.1** The User is in delay with the payment of any pecuniary amount pursuant to this Agreement to the Provider (or to a Partner in case of Article 6.7.) which is longer than 15 days;

**7.1.2** The Provider has reasonable grounds to suspect that the User violated obligations pursuant to the Agreement or pursuant to the Provider's Website information;

**7.1.3** The Provider has reasonable grounds to suspect that the User has provided incorrect or misleading data in the Order.

**7.2** In the case of interruption pursuant to Article 7.1.1., the Provider shall renew Service provisions within 10 days at the latest from the payment of all due amounts by the User. The Provider is entitled to charge for Service renewal in accordance with the Pricelist. In the case of interruption pursuant to Article 7.1.2., the Provider shall renew the provision of the Service upon proving that the suspicion from violating the obligations pursuant to Article 5.1.3. or 5.2. by the User is unfounded. The Provider's claim for the Service price payment is not affected by the Service interruption pursuant to Article 7.1.

**7.3** The Provider is entitled to terminate any Agreement with a one month notice period in case it decides to terminate the provision of Service due to technical or business reasons or when it's no longer able to maintain the Service parameters within the scope corresponding to the offer on the basis of which the Agreements were concluded with Users (especially when the programme offer has become substantially limited by the television broadcast providers).

**7.4** Where, in the case of terminating the Agreement pursuant to Article 7.4., the User has prepaid any Service for a period after the Agreement's termination, the Provider shall return the prepaid price to the User's bank account by bank transfer.

**7.5** The Provider is entitled to withdraw from the Agreement with immediate effect in the following cases:

**7.5.1** The User is in delay with any pecuniary amount pursuant to this Agreement to the Provider longer than 45 days;

**7.5.2** It is proved that the User breached obligations pursuant to Article 5.1.3. or 5.2. of these Terms and Conditions;

**7.5.3** The User provided incorrect or misleading data in the Order.

**7.6** In the case of the Provider's withdrawal pursuant to Article 7.6, the Agreement is terminated by delivering a written withdrawal to the User. The Provider is entitled to set contractual penalties for breaches of obligations giving rise to the grounds for withdrawal, and the Provider's claim to pay these contractual penalties is not affected by the withdrawal from the Agreement.

## 8. Service defects and complaints

**8.1** The Service has a defect when the Service is unavailable or difficult to access due to reasons for which the Provider is liable. Particularly, the following is considered as a defect:

**8.1.1** a fault with the goNET.tv Box which is not caused by the User (particularly, by incorrect installation, location, overvoltage or fall), but which is a technical fault on the goNET.tv Box arising from its construction, regardless whether such a fault on the goNET.tv Box was apparent already upon its takeover by the User or whether it arose through no fault of the User during the Agreement term;

**8.1.2** a fault with the Application in case of failure to comply with all the conditions for its use, including the supported devices and fully functioning internet connection that's fulfilling the minimal requirements for data flow specified on the Provider's Website;

**8.1.3** non-availability of the Service due to events for which the Provider is liable, particularly downtime of the Provider's server causing non-availability of the Broadcasts or any Programme, or the non-availability of the User's interface.

**8.2** Should the User discover a Server fault, they are obliged to notify the Provider without undue delay upon its discovery and within 3 working days at the latest to the Provider's contact email which is provided on the Website.

**8.3** The Provider is obliged to start with identifying the fault and its cause immediately, the following working day at the latest. For that purpose, the Provider's competent person is authorised to contact the User by telephone in order to receive an explanation with regard to how the fault is manifested and to determine the first effective steps of removing the fault. The User is obliged to proceed according to the Provider's instructions. goNET.tv Box faults are solved in the Provider's premises, for that purpose, the User is obliged to send the goNET.tv Box to the Provider's address which is on the Website, along with the fault description.

**8.4** Where the Provider finds the fault justified, it shall remove it immediately upon its identification. goNET.tv Box faults are removed by means of its exchange and sending the new goNET.tv Box back to the User at the Provider's expense. In case of any other fault, the Provider shall notify the User by email regarding the identified cause of the fault and the way of its removal.

**8.5** Where the Provider rejects the claimed fault as not being justified, it shall notify the User thereof by email and inform them of the possibilities of further procedure. The Provider is entitled to request the User to pay the costs that it was forced to incur in relation to the unjustified complaint.

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## 9. Personal data protection and sending commercial communications

**9.1 Personal data protection** Collecting personal data is in compliance with the EU regulation no. 2016/679 of April 27th, 2016 (GDPR). The Users' data are stored in the Provider information system for the purpose of providing and billing the Service in a manner that secures personal data protection. Personal data protection rules are set-out in the Terms and Conditions and on the Provider's.

**9.1.1** By concluding the Agreement, the User - natural person grants the Provider the consent to process their personal data provided in the Order, or subsequently upon the Agreement's conclusion or through the User interface. Providing personal data is not obligatory, however, without it the Agreement may not be concluded as the Provider would not be able to fulfil their contractual obligations towards the User. In relation to the User's personal data, the Provider is a personal data controller pursuant to § 4 (j) of the Act no. 101/2000 Sb., on Personal Data Protection.

**9.1.2** The Provider processes the User's personal data solely for the purpose of providing the Service within the scope of all its functionalities, the processing scope is given by the personal data scope provided in the Order or subsequently during the Agreement term. Personal data is not transmitted to any other Users.

**9.1.3** The Provider processes the User's personal data during the Agreement term and upon its termination for the duration of the User's obligations towards the Provider. Upon terminating personal data processing pursuant to the previous sentence, all the User's personal data is stored in a coded form solely for archiving purposes.

**9.1.4** The Provider processes personal data through its own means, for protection thereof it uses mechanical, electronical and organisational security measures (such as restriction of access to the premises where the carriers with personal data are located, setting the access right to data storage, security software including the antivirus, SSL protocol).

**9.1.5** The Provider collects and processes no User's sensitive data pursuant to § 4 (b) of the Act on Personal Data Protection.

**9.1.6** Through the User interface or email, entered during the registration, the User is entitled to ask the Provider anytime for information regarding the purpose of personal data protection, their scope and any recipients of personal data, if any. The Provider is entitled to ask a reimbursement for reasonably incurred costs for providing such information.

**9.1.7** In the event that the User has justified suspicion that the Provider processes their personal data contrary to these Terms and Conditions or to the law, particularly where data is processed incorrectly or in contrary to the stipulated purpose and scope, they are entitled to request an explanation from Provider and for the removal of the unlawful state pursuant to § 21 of the Act on Personal Data Protection, such as a correction, amendment or destruction of the personal data.

### 9.2 Sending of commercial communications

**9.2.1** The Provider collects and manages email addresses and telephone contacts of the User obtained in relation to the conclusion of the Agreements. Regardless of their nature, the email address and telephone contacts obtained in this way are considered as the address of electronic contact obtained in relation to the provision of Provider's service pursuant to § 7 (3) of the Act no. 480/2000 Sb., on certain information society services. The User acknowledges that the Provider is entitled to send commercial communications to these contacts under the conditions pursuant to the above-mentioned provision by means of emails, marketing phone calls and SMS. Such commercial communications shall relate to the Service, the Provider's other services relating to the Service provision or the Provider's partners services.

## 10. Final provisions

**10.1** The relation between the Provider and the User established by the Agreement shall be governed by Czech Republic law, even in case the registered office or residence of the User is located in another country. Any disputes arisen between the Provider and the User that are not solved pursuant to Article 10.3. are settled by general courts in the Czech Republic courts.

**10.2** Where any of the provision of these Terms and Conditions becomes invalid or ineffective due to any reasons, it shall not affect the validity or effectivity of other parts of the Terms and Conditions or the Agreement.

### **10.3 Possibility of alternative dispute resolution between the Provider and the User - consumer**

**10.3.1** Where a dispute arising from the Agreement between the Provider and the User that has a consumer status towards the Provider, the User is entitled to file an application for alternative dispute resolution to the Czech Trade Inspection Authority for the purpose of agreement settlement with the Provider by means of contact details available on the [www.coi.cz](http://www.coi.cz) website. Filing the application and subsequent participation during the alternative dispute resolution is free of charge for the User, each party bears their own costs arisen in relation to the alternative dispute resolution individually. The option of alternative dispute resolution is voluntary for the User.

**10.3.2** The alternative dispute resolution is governed by § 20d et seq. of Act no. 634/1992 Sb., on consumer protection. The application to institute the alternative dispute resolution shall contain the essentials pursuant to § 20n of the Consumer Protection Act. The application may be filed within 1 year at the latest as of the day when the User asserted the claim that is the subject of the dispute at the Provider for the first time.

### **10.4 Unilateral amendment of the Provider's Terms and Conditions**

**10.4.1** The Provider is authorised to amend these Terms and Conditions unilaterally within a reasonable scope, particularly due to amendments of legal regulations, technological changes affecting the Service or due to an extension of changes to the Service. The new version of the Terms and Conditions shall apply to the relations with the current Users only under this Article's conditions.

**10.4.2** The Provider is obliged to inform the User about any fundamental amendment to the Terms and Conditions at least 15 days prior to becoming effective through email and Provider's Website and within this information, it shall inform the User regarding the nature of the changes from the current version of these Terms and Conditions and provide them with a link to the new version. The User is entitled to reject the new version of the Terms and Conditions by means of a notification sent to the Provider via e-mail.

**10.4.3** An express rejection of the changes to the Terms and Conditions pursuant to Article 10.4.2. by the User is considered as an Agreement termination by the User from the effective date of the new version of the Terms and Conditions. The Agreement terminates upon the new version of the Terms and Conditions becoming effective, however, the User's obligations which have not yet been fulfilled with respect to the Provider are not affected if they have arisen during the term of the Agreement.

**10.4.4** The new version of the Terms and Conditions is effective towards all the Users who have not rejected it pursuant to Article 10.4.2. as of the effective date, any use of the Service by the Users after the new version becoming effective is governed by the new version. In case the Provider have not complied with the time limit to communicate the notification on the amendment pursuant to Article 10.4.2., the new version becomes effective towards the Users upon expiration of 30 days from the moment when they became acquainted with the new version.

**10.5** These Terms and Conditions are effective as of 11. 5. 2020