

Article I. Basic Concepts

1. The Provider is PIPNI, Inc., Address: Karlovo namesti 16, 120 00 Prague 2, Company ID: 26738058, VAT No.: 002 - 26738058, Section C, insert 90636 of Trade Register conducted by Prague City Court and running the PIPNI server as of January 1, 2003.
2. "Customer" means any legal entity or natural entity competent of performing legal acts which concludes a contract on the provision of data telecommunication services with Provider while respecting the General Business Terms and Conditions.
3. Server operation means commercial provision of data telecommunication services comprising of hosting Customer's second-level domain by facilities of Provider.

Article II. Operating terms, Provider rights and obligations, Customer rights and obligations

1. On the basis of the concluded contract, Provider will provide Customer with :
 - permanent operation of the server providing Customer's service,
 - permanent control of its own technical means, including maintenance services and
 - suitable technical support and hotline according to the type of the service provided,
 - Provider will be responsible for the domain name administrator's providing Customer.
2. In order to provide the services in accordance with the Contract for the Provision of Data Telecommunication Services, Customer will provide Provider with necessary coordination, especially in the course of the installment, adjustment, maintenance, completion, repair, arrangement, measuring, revision, dismantling, etc. of the Provider's technical facilities over the whole contract validity period.
3. Customer acknowledges that while carrying out the activities described in paragraph 2 of this article, Customer's access to the services may be occasionally restricted and data saved on Provider's facilities may get lost. Customer is responsible for data backup and Provider shall not be held responsible for any data loss.
4. Customer undertakes not provide third parties with the services that are provided exclusively for his needs and he will not provide with them without prior written permission from Provider. Customer shall be held responsible for any damage caused to Provider as a result of any unjustified usage of provided services.
5. Customer must not and Provider is justified to suspend immediately the provision of services included in the contract if Customer violates the restriction and via Provider's facilities and on the Internet :
 - offers or distributes content which violates the legal system of the Czech Republic and valid international conventions ratified by the Czech Republic
 - promotes suppression of basic human rights and civil freedoms of individuals, groups or nations guaranteed by the Constitution
 - offers or distribute illegal pornographic materials
 - operates warez, gamez, crack servers or similar content
 - operates download servers
 - operates servers offering illegally obtained software for the purpose of further distribution and the provision of this illegal software to third parties
 - operates chat servers
 - operates spam servers
 - operates servers overburdening database systems (e.g. use of unsuitable databases, incorrect data indexation, etc.)
 - puts racist information on the Internet; puts information that could damage the good reputation of Provider or other materials whose contents violates the existing laws of the Czech Republic or international treaties ratified by the Czech Republic on the Internet
 - operates servers containing excessive amount of music and video files (mp3, mpeg, avi, etc.) and serving in the first place for download of such files
 - uses ftp space of the server for saving of ářčáãřexcessive amount of the data, which are not part of the web presentation/application or use this space for files exchange with other users.
 - operates servers of customers who damage good reputation of Provider or his employees
 - violates copyright or other rights of third parties incl. intellectual property
 - operates servers whose content conflicts etiquette
 - uses and distributes tools that would threaten Internet safety
 - operates any servers which even partially belong to any of the above-mentioned categories, the decision whether a server does so or not

being fully up to the Provider.

6. If Customer acts as described in the previous article (without a prior written permission by Provider), he shall be held responsible for damage caused to Provider by this.

Article III. Domains

1. The administrator of domain names in the "top level" domain is a company chosen by Customer and licensed for second-level registration (hereinafter only "registrar").
2. Customer's second-level domain names are leased from registrar. Customer pays a fee to the registrar for this.
3. Any rights of disposal for the leased and paid domain name belongs to the Customer who is competent of treating the name in accordance with the second-level domain registrar's business terms and conditions.
4. Provider disposes of no rights to the domain name, is not its owner, user or payer and is only technical domain administrator; however on the basis of a written requirement by Customer, Provider can mediate the payment for the domain to registrar.

Article IV. Defects, shutdowns, complaints, failures

1. In relation to the services provided, Customer's access to the service may be occasionally restricted to allow repairs, maintenance and implementation of facilities. In such a case, the Provider will not be shall be held responsible for the damage caused to Customer or third parties by the server's shutdown, data loss or leakage. Neither shall Provider be held responsible for damage described in paragraphs 2, 6 and 9 of this article.
2. Provider has the right to carry out a planned shutdown of any facility because of software safety upgrade, maintenance or replacement of hardware in the extent of 60 minutes a month. Provider has to announce the planned shutdown on his web pages 24 hours before the beginning of the planned shutdown at the latest.
3. Provider will do his best to carry out the shutdowns at a time of less intense operation on weekends, holidays and at night. Provider will carry out shutdown for a period of time necessary to realize the activities described in paragraph 2 of this article.
4. The unexhausted time of the 60-minute monthly level planned shutdown is added up for a period of three months at most. Provider will use the total of such unexhausted time for more complicated activities related to the maintenance, repairs or protection of Customer's facilities.
5. Provider will always publish a list of serious failures and defects on his web page. In the event of a failure or defect lasting for a long time, the information will contain also an estimate of the length of the time of the failure or defect.
6. Provider is not liable for obstacles that appear independently on his will and prevent him from meeting his obligations. Consequences excluding liability are limited only to the time for which the obstacle causing the consequences lasts. Provider is not liable to Customer or third parties for any damage incl. compensation for lost profit caused to Customer by the suspension of service provision if this happens due to an act of God, misuse of the services by third parties or their illegal intervention.
7. Customer has to invoke the complaint concerning failure or defect to Provider within at most three calendar days after the ending or elimination of the failure or defect.
8. Customer shall not claim discount off the price of the provided services in relation to a failure of the hosting center network in which Provider's facilities are located.
9. Complaints shall have no dilatory effect and Customer is obliged to pay for the prices of the services accounted by Provider on due date.
10. Provider will not accept any discount clams off the price of provided services if Customer does not pay correctly and in time for the provided services. If within the framework of complaints procedure Provider does not accept discount off the price of the provided services and Customer does not pay correctly and in time for the services, Provider has the right to include all his financial claims toward Customer in an admitted price discount.
11. Customer shall be held responsible for any damage caused to Provider or third parties esp. by activating unsuitable and overburdening scripts slowing down the machine's response on Provider's server or making third parties' accessibility impossible.
12. Customer takes due note of the fact that apart from the admitted discount

off the price of the provided services, Provider is not liable for any damage caused by failure in providing services or incorrect provision.

Article V. Technical means, administration, safety

1. For the reason of well-trying stability and security, Provider uses exclusively LINUX server operating system. Mail, DNS and particular database machines are located in separate computers.
2. Servers are administrated exclusively by Provider's staff.
3. Servers are located in GTS TELEHOUSE housing center (Vinohradská 190, 130 52 Prague 3), which warrants :
 - housing center Internet connectivity of 2Gbit NIX CR and 2,5Gbit abroad; servers connected 1 Gbit Full duplex to backbone network
 - permanent (24/7) physical protection by two security guards providing for access to facilities by licensed persons only
 - air-conditioning, server's location in a separate lockable box (rack box 19"), backup power source (UPS), diesel aggregate, fire protection system - firefighting FM 200

Article VI. Orders, contracts, terms of payment

1. Client intended services order by the way of signing Contract about providing data telecommunication services. In this Contract both sides make an agreement on range of the execution of the Contract, payment and other conditions.
2. Provider shall be remunerated for the services provided. Their way of accounting particular services depends on the sort of the service. Customer shall respect the payment terms stated in the contract. In this contract, the parties will specify the price of the provided services in relation to the length of invoicing period, on potential discounts or surcharges, ways of payment, length of invoicing period, etc.
3. In the case of paid services, Provider will issue an invoice in advance unless differently agreed. Provider will issue an invoice per each payment and will send it along with an informative appeal to Customer's email address mentioned in the Contract. On the day of receiving payment, Provider activates the service for Customer and along with configuration protocol sends an invoice - the final invoice to Customer's email address. The original of the invoice will only be sent to the address mentioned in the order on the basis of written requirement stating proper reasons.
4. User shall receive no part of the price paid for non-provided services in the event that user terminates the contract prematurely without giving serious reasons (e.g. Provider's groundless failure to meet contractual conditions).

Article VII. Duration and Termination of Contracts for the provision of data telecommunications services

1. Contract can be concluded for a specified period of time, in particular 1, 2 or 5 years depending on the service chosen and the duration of invoicing period. Duration can be prolonged if both parties agree upon it.
2. The concluded contract shall contain an experimental period which must not exceed 3 months. User can terminate the contract on the last day of the experimental period provided he met all his financial obligations toward Provider. If contract is terminated within experimental period, user has to state exact and concrete reasons for the termination.
3. User shall send notice of withdrawal in writing (in electronic form) to Provider's e-mail address. Provider will confirm receiving the notice in an email message. A form completed by Provider can be used for sending the notice of withdrawal. The notice can be sent in writing in a recommended letter to Provider's address. In the event there is doubt as for the day of delivery, it shall be supposed that the notice was delivered to Provider within seven days from its filing at a post office.
4. Unless user exchanges hosting provider (incl. change of DNS record and technical administrator) within experimental period, he will pay the invoice issued by Provider for a longer period according to the service used.
5. Provider may denounce contract immediately in the event that user breaches contractual or general business terms and conditions, if he does not pay for used services or if he has a more than 14-day payment delay.
6. In the event that Provider breaches contractual terms and conditions, user may immediately terminate the contract.
7. Provider shall send notice to user via email to the email address mentioned in contract.
8. In the event that user changes his DNS record or data concerning his

domain's technical administrator, Provider is not obliged to provide any more services.

9. Under sanction of CZK 100,000 contractual fine, both parties agree to maintain discretion within the contractual period as far as all the information concerning server provision and the services provided by Provider are concerned. Besides the fine, the damaged party may claim compensation for the damage caused by breaching discretion. Neither party shall provide third parties with any information without prior written permission from the other party. The only permitted exception is Provider's publishing of marketing information about his customers issued on Provider's web page and/or email correspondence. The discretion obligation does not concern provision of information for the needs of criminal investigation bodies.

Article VIII. User registration

1. All data entered in registration, other forms and contracts must be true. In the event of any change of the data, user has to correct it or ask Provider to do so. Data can be changed on-line directly via Provider's web interface.
2. Registered user is fully liable for all the orders, requirements and activities carried out through PIPNI administration.
3. Registered user is fully liable for all that happens on the account in relation to the identification of user's login and password by third party which will not be caused by Provider.
4. Registered user shall receive information about the news of Provider's offer via email.
5. Registered user agrees that information on user (except for personal data protected by Act No. 101/2000 of Coll.) shall be used for Provider's marketing purposes. Also an extract from email correspondence with user can be used for these purposes without prior written permission by user.

Article IX. Final terms

1. These General Business Terms and Conditions are an essential part of the contract on the provision of data telecommunication service.
2. Provider reserves the right to change the text of the General Business Terms and Conditions.
3. The Business Terms and Conditions changed by Provider come to force from the first day of the month following the month in which they were published on the Provider's web page.
4. In the case of providing information via email, an email message is understood to be received on the third day after its mailing.
5. Both parties will inform one another without unnecessary delay about the changes in the contact data (HQ, addresses, phone numbers, fax, email, etc.).
6. Changes and amendments to the contract must be in writing and must be signed by official representatives of the parties.
7. Pursuant to § 262 Article 1 of Commercial Code, both parties agree that their contractual relations will be subject to the Commercial Code. The relations which are not subject to the Commercial Code, are subject to Act No. 151/2000 of Coll. on Telecommunications, Act No. 101/2000 of Coll. on Personal Data Protection, or to the Civil Code.
8. After the conclusion of the Contract on the Provision of Data Telecommunication Services, user will receive one copy of these General Business Terms and Conditions. User confirms with his signature that he has been informed about the General Business Terms and Conditions for Provision of Services on PIPNI Server.
9. These General Business Terms and Conditions for Provision of Services come to force on February 1, 2004.