

Art. I. Basic terminology

1. The Provider is PIPNI, s.r.o. (Ltd.) with a registered office at Karlovo nám. 16, Praha 2, Company ID: 26738058, registered in the Register of Companies kept by the Municipal Court in Prague, Section C, Insert 90636, that administers the PIPNI server beginning on 1 January 2003.
2. The User is any legal person or any natural person qualified for legal acts that concludes a contract with the Provider concerning providing data telecommunication services respecting these General Terms of Business.
3. The server traffic means providing paid data telecommunication services based on technical administration of the User's virtual server hosted on the Provider's technical equipment.

Art. II. Terms of operation, Provider's rights and obligations, User's rights and obligations

1. The Provider shall provide the User with the following on the basis of a concluded contract :
 - non-stop traffic of the server that will host the User's procured service,
 - non-stop monitoring of the Provider's technical equipment, including its servicing and
 - appropriate technical support and hotline according to the type of provided services,
 - the Provider shall provide the User with a registration of a unique fixed IP address and shall create a sub-domain of the 3rd level (currently unoccupied) selected by the User on the domain vserver.cz.
2. The User undertakes to provide the Provider with necessary co-operation, especially during assembly, adjustments, maintenance, complementation, repairs, adaptation, measuring, inspections, removal, etc. of the Provider's technical equipment in order to provide services according to the Contract on Providing Data Telecommunication Services and during the whole applicability period of the Contract.
3. The User shall take due note of the fact that during providing activities according to Paragraph 2 of this article a fault of services provided on the basis of the Contract or loss of data from the used equipment may occur. The User itself is responsible for data backup and the Provider cannot be held liable for data loss.
4. The User shall take due note of the fact that services are provided exclusively for its needs and any third party must not use them without a written consent of the Provider. The User is liable for any damage caused to the Provider in relation with any unauthorised use of the provided services.
5. The User is banned to and the Provider is entitled to terminate immediately providing the services according to the Contract if the User infringes the ban to carry out the following through the Provider on the Internet :
 - offer or purvey contents that violate the rule of law of the Czech Republic and applicable international agreements binding for the Czech Republic
 - promote suppressing of basic rights and civic liberties of groups, individuals or nations guaranteed by the Constitution
 - offer or purvey illegal pornographic material
 - operate warez, gamez, crack servers and/or similarly oriented contents
 - operate download servers
 - operate servers offering illegally acquired software in order to resell it offering this illegal software to third parties
 - operate chat servers
 - operate servers oriented to spam
 - operate servers overloading database systems (e.g. using incorrect databases, wrong data indexing, etc.)
 - place racist information on the Internet; information that could harm Provider's good reputation, or any other material whose character violates the rule of law of the Czech Republic and applicable international agreements binding for the Czech Republic
 - operate servers that contain excessive amounts of music and video files (mp3, mpeg, avi etc.) and that are also intended for downloading these files
 - use the server FTP space for saving excessive amounts of data that are not part of a web presentation or application, or use this space for file exchange with third parties
 - operate servers of Users who harm the Provider's good reputation or good reputation of its employees
 - infringe copyright or rights of third parties, including intellectual property
 - operate servers whose contents corrupt good manners
 - use and purvey tools that could threaten safety of the Internet
 - operate any servers that could, even partly, be classified into the above listed categories with possible User's content classification into one of the above mentioned categories is fully upon consideration of the Provider.

6. In case the User acts as is described in the previous paragraph (without previous written consent by the Provider), the User is liable for any damage that could arise in relation to such infringement of the contractual obligations.

Art. III. Domains

1. The administrator of domain names in a "top level" domain is a company selected by the User that is entitled to register domains of the 2nd level (hereinafter only as a registrar).
2. The User has its domain name in a domain of the 2nd level leased for use from a registrar. The User pays the selected registrar a fee for this leased domain name.
3. All the dispositional rights to the leased and paid domain name belong to the User, that is entitled to use the given name in accordance with terms of business of a registrar of a 2nd level domain and within the lease conditions.
4. The Provider has no rights concerning the domain name, the Provider is not its owner, User or payer of its lease. The Provider is only a technical administrator of the domain but the Provider can arrange a domain payment via the registrar upon the User's written request.

Art. IV. Faults, breakdowns, complaints, failures

1. In relation to provided services, they may be temporarily restricted, interrupted or their quality may deteriorate. In such cases, the Provider cannot be held liable for any damage caused to the User or third parties due to loss of functionality of the server, fault, loss, or data leak. Similarly, the Provider cannot be held liable for damage arising from the cases listed in Paragraphs 2, 6 and 9 of this article.
2. The Provider has the right for a planned shutdown of any machine and relating to any service in order to carry out necessary software upgrade, maintenance or hardware exchange in the extent of 60 minutes a month. The Provider is obliged to inform about this planned shutdown on its Internet pages at least 24 hours prior commencing such planned shutdown.
3. The Provider shall plan shutdowns according to its opportunities during the periods of least traffic at weekends, holidays and night hours. The Provider shall limit shutdowns to time periods absolutely necessary to carry out the activities listed in Paragraph 2. of this article.
4. Unused time of these 60 minutes for planned shutdowns is added up during the period of three month at most. The sum of this unused time will be used by the Provider in case of more complicated activities related to maintenance, repairs and protection of the Provider's equipment.
5. The Provider shall always publish a list of serious failures and breakdowns on its Internet pages. In case of long-term failures or breakdowns, such list must also contain information concerning estimated length of a failure or breakdown.
6. The Provider shall not be responsible for obstructions that have arisen irrespective of the Provider's will and that prevent the Provider from fulfilling its obligations. Effects excluding responsibility are limited only to the time until such obstacle, these effects are related to, exists. The Provider shall not be responsible to the User or third parties for any damage, including claims to compensate lost profit, that will arise in relation to interrupted services if such interruption is due to vis major, improper use of services provided by third parties, or any other illegal interferences.
7. The User is obliged to notify the Provider about a complaint concerning failures and breakdowns in a written form within three calendar days at most from the termination or elimination of such failure.
8. The User has no right to a price deduction for provided services in relation to a failure of a network of the housing centre in which the Provider's technical equipment is located.
9. A complaint shall not have a suspensory effect and the User is obliged to pay the Provider for provided services in their charged prices and till their due date.
10. The Provider shall not offer a price deduction on provided services if the User does not pay for the provided services in due manner and time. If the Provider offers the User a price deduction for the provided services during claim proceedings and the service User does not pay in due manner and time, the Provider shall be entitled to figure the Provider's financial claims towards the User in the offered deduction of the service price.
11. The User shall be responsible for any damage that the User will cause to the Provider or third parties especially by initializing unsuitable or overloading scripts, which decrease response time of the Provider's machines or bar accessibility of third parties, on the Provider's server.

12. The User Uživatel bere na vědomí, že kromě přiznané slevy z ceny poskytovaných služeb poskytovatel neodpovídá za škody v důsledku neposkytnutí služeb, nebo vadného poskytnutí služeb.

Art. V. Technical equipment, administration, safety

1. Due to proven stability and safety, the Provider uses exclusively the advanced operating system LINUX. Mail, DNS and individual database machines are on separate computers.

2. The servers are administered exclusively by the Provider's employees.

3. The servers are located in the housing centre GTS TELEHOUSE, Vinohradská 190, 130 52 Praha 3, that guarantees :

- connectivity of the housing centre to the Internet of 2Gbit NIX ČR and 2.5Gbit abroad; the servers are connected 1Gbit Full duplex to the backbone network
- permanent (24/7) physical protection of the building by two employees of a security agency who carry out controlled access to the building according to authorisation
- air-conditioning, placement of the servers in a separate booth that can be locked (box rack 19"), backup power source (UPS), diesel-generator, fire-fighting system - extinguishing with FM 200 inert gas

Art. VI. Orders, contracts, terms of payment

1. The User orders intended services from the Provider through concluding the Contract on Providing Data Telecommunication Services. In this Agreement, the parties shall agree on the subject and extent of performance, terms of payment and other conditions.

2. The Provider shall receive remuneration for provided services. The way of charging the User for the individual provided services depends on the service type. The User undertakes to respect the terms of payment stipulated in the Agreement. The parties shall agree in this Agreement of the price of the provided services depending on the length of the invoicing period, possible price deductions or surcharges, methods of payment, the length of the invoicing period, etc.

3. The Provider shall invoice paid services in the form of advance payments if the parties do not agree otherwise. The Provider shall issue and advance invoice for each payment and it shall be sent together with an informative notice to the User's e-mail address mentioned in the Agreement. On the day the Provider receives a payment a service for the User is activated by the Provider and a tax document, a final invoice, together with a configuration protocol, is sent to the User's e-mail address. The original copy of the tax document shall be sent by the Provider to the address mentioned in the order only on the basis of the User's written request with due substantiation.

4. The User cannot lay claims to have returned a proportional part of the paid price for services not provided in case of an untimely denouncement of the Agreement by the User without stating a serious reason such as groundless default of the contractual terms by the Provider.

Art. VII. Life and termination of Contracts on Providing Data Telecommunication Services

1. A Contract can be concluded for a determined time period of one, two or five years according to the selected service and the length of the invoicing period. The contractual relation can be extended to another period based on the agreement of the parties.

2. The parties shall agree on a trial period in the concluded Contract and such a period must not exceed three months. The Contract can be cancelled by the User not later than the last day of this trial period providing the User has settled all the User's financial obligations towards the Provider. When cancelling a Contract by the User during the trial period, the User is obliged to announce precise and factual reasons for such termination of the contractual relation.

3. Cancellation of the Contract must be submitted in writing (in an electronic form) to the Provider's e-mail address. The Provider shall confirm reception of the cancellation from the User by sending a return e-mail. Forms prepared by the Provider can be used for sending a written notice of the cancellation. A written cancellation can be sent by registered mail to the Provider's registered office. When in doubt concerning the day of delivery of the cancellation, it is supposed that the written cancellation be delivered to the Provider on the seventh day at the latest after posting it.

4. If the User does not change a hosting Provider (including the change of the DNS record and the technical administrator) during a notice period, the User

undertakes to settle an invoice prepared by the Provider according to the currently used service for the following time period.

5. The Provider is entitled to cancel the Contract immediately if the User infringes the contractual terms or the general terms of business, if the User does not pay for the provided services, or if the User is more than 14 days in default in settling the User's financial obligations towards the Provider.

6. In case the contractual terms are infringed by the Provider, the User is entitled to cancel the concluded Contract with immediate effect.

7. The Provider shall send a cancellation via e-mail to the User's e-mail address mentioned in the Contract.

8. If the User changes the DNS record or a record on the technical administrator for the User's domain during the time period paid on the basis of an advance invoice issued by the Provider, the Provider is not longer obliged to provide any services.

9. Both the contractual parties agree that a contractual penalty of one hundred thousand CZK shall be imposed on the party that infringes the obligation to keep confidential, during the contractual relation and also after its termination, all the information concerning the server operation and the services provided by the Provider. Apart from the contractual penalty, the injured party is entitled to receive damages compensating the loss caused by the infringement of the confidentiality rule by the other party. Both the contractual parties undertake not to submit any information to third parties without a foregoing written consent of the other contractual party. An allowed exception is publishing marketing information by the Provider about the Provider's customers that will be used on the Provider's web pages and possibly in the Provider's e-mail correspondence. The confidentiality rule does not apply to information provided on demand to the bodies responsible for penal proceedings.

Art. VIII. Registration of Users

1. All the data submitted during registration, in other forms and Contracts must be true. The User is obliged to modify these data after any change of them or to ask the Provider to modify them. The data can be modified directly on-line via the Provider's web interface.

2. A registered User is fully responsible for all orders, requirements and activities carried out through administration on PIPNI.

3. A registered User is fully responsible for everything that happens on the account in relation with finding out the User's login name and password by another person that will not be caused by the Provider.

4. A registered User agrees that the Provider will send the User information on innovations in the offer of the Provider's company in the form of e-mails.

5. A registered User agrees that information about the User (except personal data protected by Act No. 101/2000 of the Collection of Laws) will be used for the Provider's marketing purposes. A part of e-mail correspondence between the Provider and the User may be used for the Provider's marketing purposes without the foregoing consent of the User.

Art. IX. Closing provisions

1. These General Terms of Business form an integral part of the Contract on Providing Data Telecommunication Services.

2. The Provider reserves the right to change the text of the General Terms of Business.

3. The terms of business changed by the Provider are applicable and effective from the first day of a month following the month during which they were published on the Provider's web pages.

4. In the case of delivering messages via e-mail it applies that a message is delivered to the other party on the third day after it was sent.

5. The parties undertake to inform each other without unnecessary delay about changes of their contact data (registered offices, addresses, phone numbers, e-mail addresses, etc.).

6. Changes and amendments to Contracts must be in writing and they must be signed by persons authorised to act on behalf of the contractual parties.

7. In accordance with the stipulations of Article 262, Paragraph 1 of the Commercial Code the contractual parties have agreed that their contractual obligation relations will be carried out according to the Commercial Code. Relations not carried out according to this code are carried out according to Act No. 151/2000 of the Collection of Laws on telecommunication, Act No. 101/2000 of the Collection of Laws on the protection of personal data, or possibly according to the Civil Code.

8. The User shall receive one copy of these General Terms of Business when signing the Contract on Providing Data Telecommunication Services. By signing the Contract on Providing Data Telecommunication Services the User confirms that the User has been familiarised with the General Terms of Business of providing services on the PIPNI server.

9. These General Terms of Business come into force on 1 January 2006.