GENERAL TERMS AND CONDITIONS

Preamble

BEST - HOSTING s.r.o., with its registered office at Brněnská 700/25, Hradec Králové, Company ID: 28823036, VAT ID: CZ28823036, email: podpora@best-hosting.cz, registered in the Commercial Register maintained by the Regional Court in Hradec Králové, Section C, Insert 29637, is a business company engaged primarily in the provision of services in the field of domain registration, web hosting, email services, rental of virtual servers with Linux OS, rental of virtual servers with Windows Server OS, data center services, administration of client servers, and related technical support (hereinafter collectively referred to as the "Services").

These General Terms and Conditions are issued in accordance with Section 1751 of Act No. 89/2012 Coll., the Civil Code, as amended (hereinafter referred to as the "Civil Code" or "CC"), and as such, they constitute a contract from which the mutual rights and obligations of the Contracting Parties arise.

1. Basic Provisions

1.1 These General Terms and Conditions (hereinafter referred to as the "GTC") govern the rights and obligations between **BEST - HOSTING s.r.o.** (hereinafter referred to as the "Provider") and any natural or legal person who uses or intends to use the Provider's Services (hereinafter referred to as the "Customer").

1.2 The Contracting Parties are:
   i. The business company **BEST - HOSTING s.r.o.** (hereinafter referred to as the "Provider");
   ii. A natural or legal person (hereinafter referred to as the "Customer") who has accessed or is accessing the Internet interface of the Provider's website (hereinafter referred to as the "Website") and/or has used or is using the Services provided by the Provider.

1.3 The GTC as a whole, as well as each individual provision of these terms and conditions and terms of use, form an integral part of the Agreement (as defined below).

1.4 The interpretation of the terms defined in these Conditions shall be governed exclusively by their definitions set forth in Section 2 – **Definitions**. Any other interpretation, including one based on customary practices, established dealings between the Contracting Parties, or other interpretative rules, is excluded unless expressly stated otherwise.

1.5 Before completing the Registration in the User Interface, placing an Order, and subsequently starting to use the Services, the Customer is required to review these GTC and any other documents related to the provided Services. By using the Services, entering into the Agreement, or granting explicit consent, the Customer confirms their acceptance of these GTC. Explicit consent is considered an active action by the Customer, such as marking the relevant checkbox during the Registration or Order process. Without granting such consent, it is not possible to complete the

Registration or submit an Order. As part of this process, the Customer is also provided with a link to the full text of the GTC, allowing them to properly review its content.

1.6 In the event of a conflict between an individual agreement concluded between the Provider and the Customer and the provisions of these GTC, the individual agreement shall always take precedence. Unless otherwise stated in these terms and conditions, their provisions apply to both Customers in the position of consumers and Customers in the position of business entities.

1.7 The rights and obligations of the Contracting Parties that are not explicitly regulated in these Conditions or the Agreement shall be governed by the applicable legal regulations of the Czech Republic, in particular the Civil Code.

2. Definitions

2.1 The terms used in these General Terms and Conditions with an initial capital letter have the following meanings:

"Price List" – A document or a part thereof published on the Provider's Website, which sets out the current prices for the provided Services, including registration fees, recurring payments for the Contractual Period, one-time charges, or additional services. The Price List is binding on both the Customer and the Provider unless a different price is agreed individually by the Contracting Parties. The Provider reserves the right to amend the Price List with prior notice to the Customer.

"GDPR" – Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016 on the protection of natural persons with regard to the processing of personal data and on the free movement of such data, as amended, together with the relevant legal regulations of the Czech Republic governing the protection of personal data. GDPR sets out the rules for the processing of the Customer's personal data by the Provider in connection with the provision of Services and the conclusion of the Agreement.

"Civil Code" or "CC" – Act No. 89/2012 Coll., the Civil Code, as amended.

"Order" – A proposal made by the Customer to conclude an Agreement, submitted through the User Interface on the Provider's Website by completing and sending an order form. The Order contains the specification of the requested Services, their parameters, and the selected method of payment, and becomes binding upon its acceptance by the Provider, at which point the Agreement is concluded.

"Entrepreneur" – A natural or legal person who, when entering into and performing the Agreement with the Provider, acts within the scope of their business activity or the independent exercise of their profession, as defined in Section 420 of the Civil Code. An Entrepreneur may also be the state, a territorial self-governing unit, or another public authority if it acts in a legal relationship in the position of an entrepreneur. The rights and obligations of the Entrepreneur are governed by these GTC and the Civil Code.

"Provider" – The company **BEST - HOSTING s.r.o.**, with its registered office at Brněnská 700/25, Hradec Králové, Company ID: 28823036, VAT ID: CZ28823036, email: podpora@best-hosting.cz, registered in the Commercial Register maintained by the Regional Court in Hradec Králové, Section C, Insert 29637, providing Services in accordance with the Agreement and these GTC.

"Registration" – The process by which the Customer, by completing and submitting an electronic form on the Provider's Website, creates their User Account in order to access the User Interface and use the Provider's Services. Registration includes the provision of the required data by the Customer, its verification by the Provider, and constitutes a prerequisite for placing an Order and concluding the Agreement, unless otherwise determined by the Provider.

"Service" – An activity provided by the Provider to the Customer based on the Agreement and in accordance with these GTC, the subject of which is the provision of specific products or performances in the areas of domain registration, web hosting, email services, rental of virtual servers with Linux OS, rental of virtual servers with Windows Server OS, data center services (including the option to colocate a server in the Provider's facilities), technical support, and administration of client servers, or as otherwise individually agreed between the Contracting Parties. Services are provided for a fee in accordance with the Price List, unless a different price is agreed individually by the Contracting Parties.

"Services" – Activities provided by the Provider to the Customer based on the Agreement and in accordance with these GTC, the subject of which is the provision of specific products or performances in the areas of domain registration, web hosting, email services, rental of virtual servers with Linux OS, rental of virtual servers with Windows Server OS, data center services (including the option to colocate a server within the Provider's premises), technical support, and administration of client servers, as well as any other activities individually agreed between the Contracting Parties. The Services are provided for a fee in accordance with the Price List, unless a different price is agreed individually.

"Agreement" – A bilateral legal relationship concluded between the Provider and the Customer in accordance with these General Terms and Conditions, under which the Provider undertakes to deliver the ordered Services to the Customer, and the Customer undertakes to duly pay the agreed price for such Services. The Agreement is deemed concluded at the moment of acceptance of the Order by the Provider, unless explicitly stated otherwise. The rights and obligations arising from the Agreement are governed by these Terms and any other Contractual Documents.

"Contract Term" – The period for which the Agreement between the Provider and the Customer is concluded and during which the agreed Services are provided. The Contract Term may be set for a fixed period, in which case it shall automatically renew unless stated otherwise, or for an indefinite period, in which case it shall remain in effect until the Agreement is terminated in one of the ways specified in these General Terms and Conditions (GTC). The specific duration of the Contract Term is determined by the Order and its acceptance by the Provider.

"Contracting Party/Parties" – The Provider and the Customer who have jointly entered into the Agreement and are bound by the rights and obligations arising from the Agreement and these General Terms and Conditions (GTC). The Contracting Parties are therefore: a) the Provider, BEST - HOSTING s.r.o., and b) the Customer, a natural or legal person using the Services of the Provider under the Agreement.

"Consumer" – A natural person who, when concluding and performing the Contract with the Provider, does not act within the scope of their business activity or within the scope of their independent exercise of profession, as defined in Section 419 of the Civil Code. The rights and obligations of the Consumer are governed by these General Terms and Conditions (GTC), the Civil Code, and Act No. 634/1992 Coll., on Consumer Protection, as amended.

"User Account" – An individual electronic space created by the Customer through Registration on the Provider's Website, which serves for access to the User Interface. The User Account enables the Customer to order Services, manage their data, make changes to settings, and use the provided Services. The Customer is responsible for the accuracy and protection of the data entered in the User Account.

"User Interface" – An electronic interface accessible through the Provider's Website, which, after logging in via the User Account, enables the Customer to manage Services, place Orders, modify registration and contact details, administer the User Account, and perform other activities related to the use of the Provider's Services.

"General Terms and Conditions (GTC)" – A set of rights and obligations of the Contracting Parties governing the use and provision of Services agreed upon under the Contract.

"Website" – A web interface available at the address designated by the Provider (www.best-hosting.cz), including all its subsections, through which the Customer accesses information about the Services, performs Registration, places Orders, manages their User Account, and uses other functionalities related to the provision of Services by the Provider.

"Customer" – A natural or legal person who has entered into a contract with the Provider for the purpose of using the Provider's Services.

2.2 Unless otherwise provided herein:
    2.1.1   the singular shall include the plural and vice versa;
    2.1.2   any reference to the Agreement, these General Terms and Conditions, or any other document shall be
    2.1.3   deemed to include a reference to the Agreement, these General Terms and Conditions, or such other
    2.1.4   document as amended from time to time, as permitted by the Agreement or these General Terms and Conditions;
    2.1.5   the term "entity" shall include natural persons, legal entities, the state, and state authorities;"written"
    2.1.6   or "in writing" shall include written communication as well as written electronic communication via emails and messages through the User Interface.

3. Scope of Application of the Terms

3.1 These Terms shall apply to legal relationships between the Provider and:
    3.1.1   a natural person who enters into a Contract or otherwise acts with the Provider in the capacity of a Consumer as defined in Section 419 of the Civil Code. The rights and obligations between the Provider and the Consumer shall be governed by these Terms, as well as by the Civil Code and Act No. 634/1992 Coll., on Consumer Protection, as amended.
    3.1.2   a natural or legal person acting as an entrepreneur, or the state, a territorial self-governing unit, or another public authority or its organizational unit, acting in the legal relationship in the capacity of an entrepreneur as defined in Section 420 of the Civil Code and entering into a

Contract or otherwise acting with the Provider. The rights and obligations between the Provider and the Entrepreneur shall be governed by these Terms and the Civil Code.

3.2 In the event that the Customer, during Registration or when creating an Order, provides company information, in particular the company identification number (IČ) and VAT identification number (DIČ), the Customer enters into a legal relationship with the Provider as an entrepreneur within the meaning of Section 420 of the Civil Code. The provisions of the Civil Code governing the status of an entrepreneur shall apply to such a legal relationship.

3.3 The Terms and Conditions apply to: (i) the initial Registration and subsequent Order of Services; (ii) all Services provided by the Provider, including domain registration, web hosting, email services, rental of virtual servers, data center services, technical support, and administration of client servers, as well as any other services provided by the Provider under the Contract; and (iii) all activities of the Customer within the User Interface, in particular the management of Services, changes in settings, administration of the User Account, or other actions.

3.4 These Terms and Conditions are binding for all Customers using the Services of the Provider, regardless of their legal form or status (consumer, entrepreneur, legal entity).

4. Subject of the Contract

4.1 The subject of the Contract concluded between the Provider and the Customer is the Provider's obligation to provide the Customer with the Services as defined in these Terms and Conditions, and the Customer's obligation to duly use such Services and pay the agreed price for them in accordance with the Price List, Product Terms and other Contractual Documents.

4.2 The Services provided by the Provider are offered in various variants, specifications and scopes according to the current offer of the Provider available on the Website. The specific scope of the Services provided is agreed upon and further defined in the Contract, or in these Terms and Conditions. The Provider reserves the right to provide supplementary services related to the main Services, under the conditions set out in these Terms and Conditions or as individually agreed with the Customer.

4.3 For the purposes of the Contract, the Services shall in particular include:

    i.   domain registration,

    ii.   web hosting and email services,

    iii.   rental of virtual servers with the Linux operating system (hereinafter referred to as the "Linux OS"),

    iv.   rental of virtual servers with the Windows Server operating system (hereinafter referred to as the "Windows Server OS"),

    v.   data centre services consisting in the possibility of placing the Customer's server on the Provider's premises,

    vi.   technical support and administration of client servers,

    vii.   and other related services.

4.4 The specific specifications of the Services, including their scope, parameters and method of provision, are available on the relevant Website of the Provider. The individual parameters of the Service are determined by the Order placed by the Customer in accordance with these Terms and Conditions and its subsequent acceptance by the Provider. The provision of Services is governed by the Contractual Documents, which form an integral part of the Contract and include these Terms and Conditions, the Price List, the Product Terms applicable to the ordered Services (if issued), the Order, and the Provider's confirmation of its acceptance, whereby in the event of any conflict between these documents, the individually agreed terms between the Contracting Parties shall prevail under the conditions set out in these Terms and Conditions, followed by the documents in the order listed above.

4.5 The specific specifications of the individual Services provided and the corresponding exact rights and obligations are agreed upon by the Contracting Parties for a specific Contract Term. The Contract Term is the period for which the Contract between the Provider and the Customer has been concluded and during which the agreed Services are provided. The Contract Term may be set for a fixed period, in which case, unless otherwise stipulated, the Contract Term is automatically renewed, or for an indefinite period, in which case it continues until the Contract is terminated by one of the means specified in these Terms and Conditions.

4.6 The relevant Service may, if its nature allows and if agreed by the Contracting Parties, also be agreed as an individual performance. In such case, the Contract shall remain in force for the duration of the performance of the mutual rights and obligations of the Contracting Parties and shall terminate upon the fulfilment of such obligations.

5. Conclusion and Amendments of the Contract

5.1 The Contract may be concluded exclusively via the Internet through the Provider's Website. Unless expressly stipulated otherwise by the Provider, the conclusion of the Contract shall be preceded by the Customer's Registration, within the scope of which the Customer creates a User Account. Upon completion of the Registration, the Customer gains access to the User Interface, which enables the Customer to manage Orders and use the Services provided by the Provider.

5.2 After completing the Registration, the Customer is entitled to place an Order for the relevant Services via the User Interface. The Order is made exclusively electronically, by filling in and submitting the order form available within the User Interface. This order form constitutes an offer to conclude the Contract and contains the specification of the requested Services and the selected method of payment.

5.3 The Contract is concluded at the moment of acceptance of the Order by the Provider. Acceptance shall mean the express confirmation of the Order by the Provider, which may be made via email, the User Interface, or by any other means permitted by the Provider. At the moment of acceptance, a contractual relationship is established between the Contracting Parties, under which the Provider undertakes to provide the ordered Services to the Customer and the Customer undertakes to pay the agreed price and to comply with the contractual terms and conditions.

5.4 Prior to submitting the Order, the Customer has the opportunity and also the obligation to review and amend the entered data in order to prevent any errors in its completion. The Provider considers the data stated in the Order to be correct and complete. By submitting the Order into the Provider's System, the Customer makes a conscious binding offer to conclude the Contract.

5.5 The Customer expressly agrees to the conclusion of the Contract via the Internet network. All costs associated with its use, including charges for Internet connection, shall be borne by the Customer, and the Provider shall not be liable for such costs.

5.6 By submitting the Order, creating and using the User Account and the interface, the Customer declares that they have read these Terms and Conditions, understood their content, and unconditionally agree to them.

5.7 By concluding the Contract, the Customer grants explicit consent to the processing of personal data (in particular identification and contact data provided in the Registration, Order, the Customer's User Interface or in the Contract) exclusively for the purposes of concluding the Contract and providing the Services in accordance with the legal regulation valid as of the date of the conclusion of the Contract, in particular pursuant to Act No. 101/2000 Coll., as amended, and, after its entry into force, also pursuant to Regulation (EU) 2016/679 of the European Parliament and of the Council (GDPR).

5.8 The Provider reserves the right to reject the Order without stating any reason. If the Contract has already been concluded, the Provider may withdraw from it, inter alia for the following reasons:

  i.   The Customer has not carried out the required confirmation of the Order or there is reasonable suspicion of fraudulent conduct.

  ii.   The Customer has provided incorrect, false, incomplete, or inaccurate identification or personal data and has refused to substantiate their accuracy, truthfulness, or completeness upon the Provider's request.

  iii.   The Customer is in default with the payment of current obligations to the Provider or third parties, or there is a justified concern that they will be unable to meet their obligations.

  iv.   The Customer has, contrary to these Terms and the Price List, refused to pay the advances or security deposits required by the Provider.

  v.   An administrative or technical error occurred as a result of which an incorrect price, service parameters, or other specifications were stated in the e-commerce catalogue or in the Order, which significantly deviate from the usual value for the respective type of service.

The Customer shall be informed of such rejection or withdrawal from the Order at the electronic address provided by the Customer no later than within 7 days of receipt of the Order. Simultaneously, if the ordered Service does not appear in the Customer's User Interface within 7 days from the receipt of the binding Order, the Order shall be deemed rejected by the Provider. In such case, no further notice of rejection by the Provider is required.

5.9 The Contracting Parties exclude the application of Section 1740(3) and Section 1751(2) of the Civil Code. Unless otherwise agreed by the Parties in writing, neither Party may attach any terms and conditions that are not part of the Contract or these General Terms and Conditions.

5.10 For the duration of the Contract, the Contracting Parties are obliged to comply with all obligations set out by applicable legal regulations, contractual arrangements, and related documentation, including these General Terms and Conditions, the Product Terms and Conditions (if issued on the date of conclusion of the Contract), and any other conditions relating to the ordered Services available in the relevant Service section on the Provider's Website.

5.11 If the Customer acts in the capacity of a Consumer, the concluded Contract shall be deemed a consumer contract under the relevant provisions of the Civil Code. If the Contract has been concluded via electronic communication or other means enabling remote conclusion, including via the Internet, it qualifies as a distance contract and is governed by the rules applicable to such contracts under the Civil Code.

5.12   Upon conclusion of the Contract and fulfilment of any applicable requirements (such as payment of the price for the ordered Service or submission of necessary documents or consents), the ordered Service shall be made accessible and activated for the Customer, who shall manage the Service via their User Interface, access to which is granted upon registration of the User Account. For certain activated Services, the Customer shall receive access credentials from the Provider required for their use.

5.13   The Provider shall be entitled to request from the Customer such information and documents as are necessary for the proper performance of mutual rights and obligations related to the conclusion, performance, or termination of the legal relationship arising from the Contract, these Terms and Conditions, or other documents to which the Customer has given consent in connection with the provision of the ordered Services.

6. User Account

6.1 For the purpose of placing an Order and subsequently using the Services, the Customer shall register by filling in the required data in the electronic form available on the relevant Website of the Provider. By submitting this electronic form, the Registration is completed, whereby the Customer's User Account and User Interface are created. The Customer uses the User Interface through their User Account to order Services, modify registration and other data, use the Services, and perform other activities accessible within the User Interface.

6.2 When providing information for the purposes of Registration, placing an Order, or using the Services, the Customer is obliged to provide current and truthful information. In the event of any change to essential data or information, the Customer is obliged to update such information through the User Interface. The Customer is responsible for the accuracy of all information provided in the User Account and the User Interface.

6.3 The Customer agrees to the processing of the data provided by them.

6.4 The electronic form used for completing the Registration for the purpose of creating a User Account consists of User Data, Contact Information, Company Details, and Other Information.

   6.4.1   The **User Data** section serves as the means of access to the Customer's User Interface and User Account. The data in this section is chosen by the Customer at their own discretion. Only the person performing the Registration has access to this data and, as such, is obliged to protect it from misuse by other persons. In the event the Customer provides the User Data to another person, the Provider shall not be liable for any actions carried out within the User Interface or in connection with the provided Services.

   6.4.2   The **Contact Information** section consists of the personal data of the Customer entering into a legal relationship with the Provider. The contact information is used for the conclusion and performance of the Contract, the provision of Services, invoicing, and other related legal and administrative purposes. The Customer undertakes to fill in this information accurately and truthfully and is obliged to ensure that it remains up to date. The Customer shall be liable for the accuracy of this information.

   6.4.3   The **Company Details** section consists of the data of the Customer entering into a legal relationship with the Provider in the capacity of an entrepreneur within the meaning of Section 420 of the Civil Code, whether a natural or legal person. This information serves primarily to identify the Customer as an entrepreneur, to conclude and perform the Contract, provide Services, for invoicing purposes, and other related legal and administrative purposes. The

Customer undertakes to fill in this data correctly and truthfully and to update it on an ongoing basis. The Customer bears full responsibility for the accuracy and currency of this information.

6.5 In the event that the Customer provides **Company Details** during registration or when creating an Order, in particular their Company ID (IČ) and VAT ID (DIČ), the Customer shall enter into a legal relationship with the Provider as an **entrepreneur** within the meaning of Section 420 of the Civil Code. The provisions of the Civil Code governing the legal status of entrepreneurs shall apply to such legal relationship.

7. Rights and Obligations of the Provider

7.1 The Provider undertakes to deliver to the Customer the Services agreed upon under the Contract concluded between the Provider and the Customer for a specified Contractual Period, in accordance with these Terms and Conditions and applicable legal regulations. The specific rights and obligations relating to individual Services are as follows:

7.2 **Domain Name Registration:**

7.2.1 The Customer is entitled to request the registration, renewal, or transfer of a domain name from the Provider in accordance with the terms and conditions of the relevant domain name registrars (e.g. CZ.NIC, EURid, ICANN). The Customer has the right to select a domain name that is not in conflict with applicable legal regulations, the rights of third parties, or the rules of the relevant registrar. Upon payment of the registration fees and fulfillment of all applicable conditions, the Customer shall be entitled to manage and use the domain for the duration of its registration. The Customer may modify the contact details of the domain holder, as well as the administrative and technical contacts, if permitted by the rules of the registrar. The Customer is also entitled to transfer the domain to another registrar under the conditions established by the relevant registrar and the Provider.

7.2.2 The Customer is obliged to provide truthful, complete, and up-to-date information when registering a domain name and to ensure that such information is updated in a timely manner in the event of any changes. The Customer undertakes to pay registration and renewal fees in accordance with the Provider's current Price List. The Customer is responsible for the timely renewal of the domain registration and acknowledges that the Provider bears no responsibility for domain expiration due to delayed payment. Furthermore, the Customer is obliged to comply with the rules established by the registrar and must not use the domain for any illegal or fraudulent activities. If the Customer requests a domain transfer, they are required to fulfill all conditions necessary for the successful completion of such transfer. The Customer shall be liable for any damages or penalties arising from violations of legal regulations, registrar rules, or these Terms and Conditions.

7.3 **Web Hosting:**

7.3.1 The Provider shall provide the Customer with rental of server space for the operation of web applications and related services in accordance with the parameters agreed in the Agreement. The Service includes the operation of an Internet server, access to administration via the user interface, and support for common web technologies. The Customer is entitled to use the web hosting services provided by the Provider to the extent and under the conditions set forth in the Agreement

and these Terms and Conditions. The Customer has the right to access their hosting space, manage files and databases through the User Interface and other tools made available by the Provider. The Customer is entitled to operate web applications, email services, and other services on the hosting in accordance with the Provider's terms and applicable legal regulations. If additional services are agreed upon, such as data backups or performance upgrades, the Customer is entitled to request their provision under the agreed conditions.

7.3.2   The Customer is obliged to comply with the limits and technical specifications of the web hosting service as set by the Provider, including data space capacity, file count, performance limitations, and rules for server resource management. The Customer may not host content that is in violation of legal regulations, the Provider's policies, or that may negatively impact the operation of the server infrastructure (e.g. malicious software, illegal content, spam). The Customer is also responsible for the accuracy and security of their web content, including regular software updates and the protection of access credentials. The Customer is obliged to pay fees for web hosting services in accordance with the Provider's Price List and to ensure that the use of the service does not overload the Provider's infrastructure or adversely affect other users.

7.4 **Email Services:**

7.4.1   The Customer is entitled to use the email services provided by the Provider to the extent and under the conditions stipulated in the Agreement and these Terms and Conditions. The Customer has the right to create, manage, and use email mailboxes within the allocated capacity and to utilize email protocols for sending and receiving messages. The Customer is entitled to configure email aliases, forwarding, or automatic replies, provided these features are part of the agreed service. If additional services have been agreed upon, such as increased capacity or anti-spam protection, the Customer is entitled to their provision under the agreed terms.

7.4.2   The Customer is obliged to use the email services in compliance with legal regulations, these Terms and Conditions, and the Provider's policies. The Customer undertakes not to misuse the service for sending unsolicited messages (spam), phishing emails, or other malicious content, and to ensure that their email mailboxes are not a source of abuse or compromise. The Customer is responsible for the correct configuration of the email services, including the setup of SPF, DKIM, and other security features, where included in the service. Furthermore, the Customer is obliged to protect the login credentials to their mailboxes and to observe the Provider's technical limitations, such as limits on the number of messages sent or the maximum size of attachments. In case of a breach of these obligations, the Provider is entitled to suspend or restrict the email service.

7.5 **Rental of Virtual Servers with Linux OS:**

7.5.1   The Provider shall provide the Customer with access to a virtual server running on the Linux operating system with parameters defined in the Agreement. The service includes the basic installation of the operating system and access to the server. The Customer is entitled to use the virtual server with the Linux operating system to the extent and under the conditions stipulated in the Agreement and these Terms and Conditions. The Customer has the right to install and operate software according to their own needs, manage user accounts, configure system settings, and use server resources within the allocated capacity. The Customer may use the server for hosting web applications, databases, or other services, provided that such operation is not in conflict with applicable legal regulations or the Provider's Terms and Conditions.

7.5.2   The Customer is obliged to ensure the secure operation of the server, regularly update the operating system and installed software, implement adequate security measures such as firewalls

and encryption, and comply with the defined limits of server resources. The Customer further undertakes not to use the server for prohibited activities such as the distribution of illegal content, spamming, cryptocurrency mining, or launching attacks on other servers. In case of excessive resource usage or violation of security rules, the Provider shall be entitled to restrict or suspend the operation of the server.

7.6 **Rental of Virtual Servers with Windows Server OS:**

7.6.1   The Provider shall ensure the operation of a virtual server with the Windows Server operating system for the Customer in a configuration specified in the Agreement. The service includes the basic installation of the operating system, remote access, and the assignment of licenses if agreed in the Agreement. The Customer is entitled to use the virtual server with the Windows Server operating system according to the agreed parameters and under the conditions set out in the Agreement, these Terms and Conditions, and the Price List. The Customer has the right to manage the server environment, install compatible applications, and use services such as Active Directory, RDP access, or database servers. The Customer may use the server for business and commercial purposes, provided that such use does not conflict with applicable legal regulations or these Terms and Conditions.

7.6.2   The Customer is obliged to ensure proper server management, including regular system updates, user permission management, and compliance with Microsoft licensing terms. The Customer is responsible for implementing security measures such as antivirus protection, securing remote access, and performing regular data backups, unless backups are agreed as part of the Service. The Customer must not use the server for unauthorized software redistribution, sending spam, operating malicious applications, or other prohibited activities. In the event of a breach of these obligations, the Provider is entitled to temporarily restrict the server or terminate the service.

7.7 **Data Center Services (Colocation of a Server in the Provider's Facilities):**

7.7.1   The Customer is entitled to colocate its server in the Provider's data center premises, whereby the Provider shall ensure the basic operating conditions such as power supply, cooling, and network connectivity, to the extent and under the conditions stipulated in the Agreement and these Terms and Conditions. The Customer has the right to use the allocated capacities for power, internet connectivity, and other ancillary services, such as remote management, monitoring, or backup power supply, if such services are part of the agreed performance. The Customer may operate the server for its own needs or in the context of providing services to third parties, provided that such operation complies with applicable laws and these Terms and Conditions.

7.7.2   The Customer is obliged to ensure that its server complies with the Provider's technical requirements, especially in terms of dimensions, maximum power consumption, and security standards. Furthermore, the Customer undertakes not to interfere with the physical infrastructure of the data center, manipulate the power supply or connections of other devices, or perform any modifications without the prior consent of the Provider. The Customer is responsible for the operation of its server and for all data stored thereon and is obliged to implement appropriate security measures, such as encryption, firewall protection, and regular updates. The Provider bears no responsibility for the functionality or operability of the Customer's server. In the event of a breach of operational conditions, the Provider is entitled to restrict, suspend, or terminate the service.

7.8 **Technical Support and Client Server Administration:**

7.8.1　The Customer is entitled to use technical support and administration of its servers to the extent agreed in the Agreement and in accordance with these Terms and Conditions. The Provider shall provide technical support during designated availability hours and in accordance with the support level specified on the Provider's Website. The Customer may request interventions such as problem diagnostics, basic configuration, installation of updates, performance optimization, or data recovery from backups, provided such services are part of the agreed scope. The Customer is also entitled to consultations regarding the operation and security of the server.

7.8.2　The Customer is obliged to provide the Provider with all necessary cooperation for the proper provision of support, including access credentials and relevant information about the server configuration. The Customer is responsible for its decisions regarding implemented changes and for any consequences arising from its instructions. Unless otherwise agreed in the Agreement, the Provider shall not be liable for the content and applications operated by the Customer, nor for the consequences of their incorrect configuration or faulty management. The Provider reserves the right to refuse to perform an intervention if its execution could compromise the security or stability of the system.

7.9 The Provider shall be obliged to ensure adequate technical infrastructure necessary for the proper operation of the agreed Services, in accordance with the concluded Agreement and these Terms and Conditions. This infrastructure includes, in particular, appropriate server, network, and data capacities, redundant power supply, internet connectivity with sufficient bandwidth, and security measures for the protection of operated systems. The Provider undertakes to continuously monitor and maintain this infrastructure in order to ensure the stability, security, and availability of the Services in accordance with the guaranteed parameters, if specified in the Agreement or in these Terms and Conditions.

7.10　Any outages or limitations in the availability of the Services caused by scheduled maintenance, unavoidable technical interventions, force majeure, or other circumstances beyond the Provider's control shall not be deemed a breach of this provision. The Customer acknowledges that absolute availability of the Services is not guaranteed, as their operation also depends on factors that are not entirely within the Provider's control.

7.11　The Provider undertakes to inform the Customer of important matters related to the Services provided. In particular: (i) of any outages and their estimated duration, without undue delay after their discovery; (ii) of scheduled maintenance, technical interventions, or other limitations of the Services that may affect their availability or functionality, at least 7 days in advance, provided the nature of the maintenance allows for such notice; and (iii) of any changes to the Price List or these General Terms and Conditions that may affect the Customer's rights and obligations, at least 30 days prior to their effective date. The Customer shall be informed via electronic mail sent to the Customer's Email Address or by publishing the relevant information in the User Interface or on the Provider's website.

Invoicing

7.12　The Provider shall issue the Customer a tax document (invoice) for the Services provided in accordance with applicable legal regulations. The invoice shall be issued in electronic form and sent to the Customer's email address specified in the Order, User Account, or made available in

the User Interface. Upon the Customer's request, the invoice may also be sent in printed form to the Customer's correspondence address.

7.13　The invoice is issued for the Contractual Period – in advance for each Contractual Period for which the provision of the respective Service has been agreed, or for one-off activities – upon ordering or after the completion of the one-off service or act.

7.14　The due date of the invoice shall be the period stated in the invoice, but at least 7 days from its date of issue, unless otherwise agreed in the Agreement. In the event of delay in payment of the invoice, the Provider is entitled to limit or suspend the provision of the Services under the terms set out in the Agreement and these GTC.

Complaints

7.15　The Provider is obliged to properly handle complaints under the terms set out in the "Complaints" section of these GTC and the applicable legal regulations.

Security

7.16　The Provider undertakes to adopt all reasonable technical and organizational measures to ensure the security of the Services provided. This includes, in particular, protection of the infrastructure against cyber threats, regular software updates, traffic monitoring, firewall implementation, and control of unauthorized access. However, the Provider shall not be liable for any damage caused by unauthorized interference by third parties if all reasonable security standards have been observed.

7.17　The Provider reserves the right to carry out security checks and, in the event that risks are identified, to take the necessary measures to eliminate them, including temporarily restricting or suspending the provision of the Services. The Customer shall be informed of such measures without undue delay, if circumstances allow.

7.18　The Provider is not obliged to verify the delivery of information or notices to the Customer. Information or notices shall be deemed delivered under the conditions set out in Section 15 – Delivery. By entering into the Agreement, the Customer acknowledges this fact. The Provider is entitled to send the Customer information relating to the Services (e.g. expiration notices, planned maintenance, changes to the terms) via email to the Electronic Address specified in the User Account or by publishing such information on the Provider's website. The Provider is entitled to consider the Customer's Electronic Address as valid unless the Customer notifies the Provider of its change in accordance with the Delivery section, and shall not be liable for non-delivery caused by outdated contact details. The Provider undertakes to ensure that the information sent is clear and contains the necessary data for identifying the Service (e.g. the name of the Service, effective date). The Provider has the right to choose an alternative method of delivery (e.g. via the User Account) if email delivery is not possible due to technical reasons, and to inform the Customer of this change in advance if the nature of the situation allows.

Suspension of Services

7.19　The Provider shall be entitled to temporarily suspend the provision of Services if circumstances arise that prevent their proper provision. In such a case, the Provider shall inform the Customer thereof as soon as reasonably possible.

7.20   The Provider shall in particular be entitled to suspend the Services in the following cases:

    i.   **In the event of non-payment of an invoice** – if the Customer fails to pay the invoice for the provided Services within the due date, the Provider may suspend the provision of the relevant Service until the payment is credited to the Provider's account.

    ii.   **In the event of a breach of contractual terms** – If the Customer uses the Services in violation of these Terms and Conditions, applicable legal regulations, or good morals (for example, by sending unsolicited messages – spam, operating malicious software, or launching attacks against third parties), the Provider shall be entitled to suspend the Services with immediate effect. The Customer shall be informed of this action.

    iii.   **In the event of a threat to the technical infrastructure** – If it is determined that the operation of the Customer's Services endangers the stability, security, or functionality of the Provider's infrastructure (for example, due to malicious software, excessive server load, or detected security threats), the Provider shall be entitled to suspend the Services, with priority efforts made to minimize the impact on the Customer. The Customer shall be informed of this action no later than within 24 hours from the implementation of the measure.

7.21   The Provider undertakes to make reasonable efforts to restore the provision of the Services as soon as possible after the reasons for the suspension have been remedied. If the Customer fails to rectify the issue within a reasonable period set by the Provider, the contractual relationship may be terminated in accordance with these Terms and Conditions.

7.22   *Technical maintenance* – The Provider is entitled to carry out necessary technical maintenance, upgrades, or other changes related to the provided Services that are required to ensure their stability, security, or operational efficiency.

7.23   *Planned maintenance* – The Provider may carry out maintenance interventions, such as the migration of virtual servers to new hardware or infrastructure upgrades. The Customer shall be informed of planned maintenance at least 24 hours in advance via email, the User Account, or another appropriate communication channel.

7.24   *Urgent interventions* – In the event of a need for immediate intervention, in particular due to a security threat, risk of failure, or other urgent circumstances, the Provider is entitled to perform maintenance without prior notice. In such a case, the Customer shall be informed of the intervention as soon as reasonably possible.

7.25   *Change of IP address* – The Provider may change the assigned IP address of the Service for technical or operational reasons. If such a change does not disrupt the basic functionality of the Service, the Customer shall be informed at least 7 days prior to its implementation.

7.26   The Provider undertakes to minimize the impact of maintenance on the operation of the Customer's Services and to make reasonable efforts to restore them promptly in the event of any disruptions.

Refusal of Service

7.27   The Provider is entitled to refuse the provision of the Service to the Customer, in particular in the following cases:

    i.   *Lack of capacity* – If the Provider's technical or operational capacity does not allow for the provision of the requested Service to the required extent.

    ii.   *Non-payment of the price* – If the Customer has failed to pay the price for the Service in the required amount and within the stipulated period, or has failed to provide the required deposit or other financial security, the Provider is entitled to refuse to provide the Service.

iii. *Violation of the Terms* – If the Customer has, in the past, seriously or repeatedly breached the Provider's Terms, including within other contractual relationships.

iv. *Legal or regulatory restrictions* – If the provision of the Service is not in compliance with legal regulations, a court decision, a decision of a public authority, or other binding rules (e.g., infringement of a trademark in the case of domain registration).

v. *Incomplete or incorrect data* – If the Customer has provided incorrect, incomplete, or misleading data necessary for the conclusion of the contract and refuses to correct or supplement such data upon the Provider's request.

vi. *Security reasons* – If there is a reasonable suspicion that the Service could be used for unlawful, unethical, or otherwise harmful purposes (e.g., malware distribution, spamming, attacks on third parties).

7.28 The Provider is not obliged to justify the refusal of a Service unless required by legal regulation or an individual agreement with the Customer. In the event of a refusal to provide the Service before its commencement, the Customer shall not be entitled to compensation for damages or any other form of indemnity.

Monitoring

7.29 The Provider is entitled to monitor the operation of the Services for the purpose of ensuring their stability, security, and performance optimization. Monitoring includes, in particular, the analysis of network traffic, detection of security threats, prevention of Service misuse, and diagnostics of technical issues.

7.30 All monitoring activities are carried out in accordance with applicable legal regulations, in particular the General Data Protection Regulation (GDPR), Act No. 127/2005 Coll., on Electronic Communications, and other relevant legislation.

7.31 In the event that suspicious or harmful activity is detected, the Provider is entitled to take appropriate security measures, including temporary restriction or suspension of the Services.

Price Adjustment

7.32 The Provider is entitled to unilaterally adjust the prices for the provided Services. The Provider is obliged to inform the Customer of any planned price change at least 30 days prior to the effective date of such change, by updating the Website in the Payment section, by email, by a notification in the User Interface, or by another appropriate means.

7.33 If the Customer does not agree with the price change, they are entitled to terminate the Agreement in the part relating to the affected Services, no later than by the effective date of the new price. If the Customer does not raise an objection or give notice of termination within the specified period, it shall be deemed that they agree with the price change and the Service shall continue to be provided under the new conditions.

7.34 This provision does not apply to individually agreed pricing terms, where the price change is governed by the relevant provisions of the Agreement.

Termination of the Agreement

7.35 **Termination of the Agreement by the Provider** – The Provider is entitled to terminate the Agreement under the conditions set out in Section 12 "Duration and Termination of the Agreement".

7.36 **Immediate Termination of the Agreement** – The Provider is entitled to terminate the Agreement with immediate effect in the following cases: i) The Customer is in default with the payment of any invoice; ii) The Customer uses the Services for illegal or prohibited activities (e.g., malware distribution, phishing, copyright infringement); iii) The Customer seriously breaches the Terms or legal regulations, even after being called upon to remedy such breach; iv) Insolvency proceedings have been initiated against the Customer or bankruptcy has been declared on the Customer's assets, affecting the performance under the Agreement.

8. Rights and Obligations of the Customer

8.1 The Customer is entitled to use the ordered Services in accordance with these GTC, the Agreement, and applicable legal regulations. Any use in breach of these provisions shall be deemed a material breach of the Agreement.

8.2 The Customer undertakes to provide the Provider with true, complete, and up-to-date information necessary for the registration, operation, and administration of the ordered Services. Any changes to such information must be communicated to the Provider without undue delay; otherwise, the Customer shall be liable for any damages or malfunction of the Services resulting from the provision of incorrect or outdated information.

8.3 The Customer is obliged to protect their access credentials to the User Interface and Services against misuse by third parties. Any actions carried out using the Customer's access credentials shall be deemed actions of the Customer, who bears full responsibility for them. The Provider shall not be liable for any damage or loss arising from unauthorized access or misuse of the Customer's login credentials.

8.4 Prior to completing the Registration, placing an Order, and commencing the use of the Service, the Customer is obliged to duly acquaint themselves with the contents of the Agreement, the GTC, the Price List, and other documents governing the provided Services. By placing an Order or commencing the use of the Service, the Customer confirms that they have acquainted themselves with these terms and that they agree to them.

8.5 If the Customer grants access to the provided Services to their employees or other persons, the Customer is obliged to ensure that such users are duly acquainted with the terms set forth in the Agreement, the GTC, and, where applicable, other documents related to the specific Services. The Customer is liable for all actions of such persons in connection with the use of the Services and, in the event of a breach of the Agreement, the GTC, or other applicable terms, the Customer shall bear liability as the contracting party.

8.6 The Customer is obliged to use the Services in a manner that: i) does not contravene the laws of the Czech Republic or other relevant legal regulations, the Agreement, or these GTC; ii) does not endanger the operation, security, or stability of the Provider's technical infrastructure; iii) does not infringe the rights of third parties, including intellectual property rights.

8.7 If the Customer uses the Services in breach of these terms, the Provider shall be entitled to take appropriate measures, including suspension or termination of the Service, in accordance with the provisions of the Agreement and the GTC.

8.8 Upon the proper placement of an Order, payment of the relevant price, and fulfilment of other specified conditions, the Customer is entitled to use and request the agreed Service. The specific parameters of the Service, and the corresponding rights and obligations of the Contracting Parties, are defined in the Agreement. The Customer hereby agrees to the rights and obligations associated with the use of the agreed Services.

8.9 **Domain Registration**

8.9.1   The Customer has the right to request the registration of new domain names with national and international registrars, including renewal of existing domains and transfer of domains from other registrars. The Customer is also obliged to provide complete and accurate information required for registration with the relevant registrar when ordering domain registration. The Customer shall be liable for the truthfulness and accuracy of this information and undertakes to update it without undue delay in the event of any change. The Customer acknowledges that domain registration is subject to approval by the relevant registrar and that the Provider shall not be liable for any refusal of registration. The Customer is responsible for the renewal of the domain and must ensure timely payment of all fees; otherwise, the domain may expire and be lost.

8.9.2   The Customer has the right to be informed of an upcoming domain expiration by email at least 30 days in advance, provided that the Customer has supplied up-to-date contact details.

8.10   **Web Hosting**

8.10.1   The Customer is entitled to use web hosting services to operate their websites in accordance with applicable legal regulations and these GTC, including the use of server space, data transfer, and other functionalities for the operation of websites or applications as per the agreed parameters. The Customer is responsible for any content stored on the Provider's servers and must not use them for the distribution of illegal content, operation of malicious software, overloading of the infrastructure, or other prohibited activities. The Customer is obliged to secure their web content, regularly update the software in use, and protect login credentials to their account. In the event of exceeding the defined limits (e.g. storage space, bandwidth), the Customer is obliged to either arrange for an upgrade of the service or reduce their load.

8.11   **Email Services**

8.11.1   The Customer is responsible for using the Provider's email services in compliance with legal regulations and the principles of secure electronic mail usage. The Customer undertakes not to use the email services for sending unsolicited messages (spam), phishing, or other harmful activities. The Provider reserves the right to block email accounts that have been misused or violate the principles of proper usage. The Customer is obliged to ensure regular email archiving unless such service is included in the agreed service package.

8.12   **8.12 Rental of Virtual Servers with Linux OS**

8.12.1   The Customer is entitled to rent virtual servers with a Linux operating system. The Customer is responsible for the administration and security of their virtual server unless server administration has been agreed upon with the Provider. The Customer is obliged to ensure regular updates of the operating system and applications, use strong access passwords, and protect the server against unauthorized access. The Customer must not use the server for illegal activities, excessive infrastructure load, or activities endangering network stability. The Provider is not liable for content stored on the server or for damages caused by incorrect configuration or unqualified interventions by the Customer.

8.13   **8.13 Rental of Virtual Servers with Windows Server OS**

8.13.1   The Customer is entitled to rent virtual servers with the Windows Server operating system. The Customer is obliged to comply with Microsoft's licensing terms and ensure that no unlicensed

or illegal applications are operated on the server. If licensed software is included in the service, the Customer is entitled to use it only to the extent specified in the Agreement. The Customer is responsible for securing the server, installing security updates, and configuring the firewall. The Customer must not use the server for activities that disrupt infrastructure stability, spread malware, or conduct attacks on third parties.

8.14 **Datacenter Services – Server Housing on Provider's Premises**

8.14.1 The Customer is entitled to place and properly operate a server. A Customer using the server housing service in the Provider's datacenter is responsible for the condition of their equipment and its configuration. The server must not exceed the agreed limits of power consumption, size, or other technical parameters as stipulated in the Agreement. Access to the equipment is permitted only with the Provider's consent and in accordance with the datacenter's operational rules. The Provider shall not be liable for malfunctions or loss of data stored on the server unless an appropriate level of management or backup has been agreed upon.

8.15 **Technical Support and Administration of Customer Servers**

8.15.1 The Customer is entitled to use technical support within the scope specified on the relevant Web pages of the Provider. If the Customer requests an intervention in their Services beyond the scope agreed in the Agreement, they undertake to pay the price for the provided administrative services. The Provider is not liable for service malfunctions caused by incorrect requests or interventions by the Customer. In case server administration has been agreed upon, the Customer is obliged to allow the Provider access to their equipment and provide the necessary cooperation to carry out the interventions.

8.16 The Customer is entitled to receive all necessary documentation or support relating to the ordered Services, to the extent specified in the Agreement, these GTC, or the applicable legal regulations. Furthermore, the Customer is entitled to adequate cooperation from the Provider when setting up, using, or managing the Services, if such cooperation arises from the nature of the provided Service or was agreed between the parties.

8.17 The Customer must not use the Services for illegal activities, including but not limited to the dissemination of unsolicited messages (SPAM), malware, committing cyberattacks (e.g., DDoS), or the distribution of content that infringes copyrights or other legal regulations. The Customer is obliged to ensure that all content, data, or activities operated through the Services comply with the laws of the Czech Republic and international standards applicable to the Services. The Customer is entitled to use the Services for the operation of their legitimate activities (e.g., websites, emails, applications) to the extent agreed in the Agreement and these Terms, provided that the defined technical and legal limits are observed. The Customer is liable for damages caused by a breach of these obligations, including any costs incurred by the Provider in remedying the consequences of illegal activity (e.g., IP address blocking, legal sanctions). The Customer is entitled to be informed about any detected illegal activity associated with their Services and to be given an opportunity to comment before the Service is suspended or terminated, where the nature of the situation allows. In the event of a breach of this provision, the Provider is entitled to immediately suspend or terminate the Services without the Customer being entitled to compensation.

8.18 The Customer is obliged to regularly back up their data stored or operated through the Provider's Services, at their own responsibility and using their own means. This obligation includes creating and maintaining backups at regular intervals corresponding to the nature and importance of the data, in order to ensure its restoration in the event of loss, damage or

unavailability caused by any reason (e.g., technical failure, cyberattack, accidental deletion). The Customer acknowledges that the Provider bears no liability for data loss in cases where the Customer has neglected this obligation, and that the Provider is not obliged to retain backups.

8.19   In the event of ordering a Service that was previously terminated for any reason, the Provider does not guarantee the same configuration of such Service as the previously terminated one, nor the restoration of data from backups, even if backups were performed by the Provider in accordance with the relevant Service. Upon re-ordering the Service, the Customer is obliged to provide all necessary information and cooperation for the new setup (e.g., specification of the required configuration, access credentials), in accordance with the terms stated in the current Price List and these Terms. The Customer has the right to request the setup of the Service within the scope of the Provider's currently available offering and to be informed that the original configuration and data may not be preserved. The Customer acknowledges that they are solely responsible for restoring data from the previous Service if they arranged for their own backups, and that the Provider is not obliged to retain backups after the termination of the Service unless otherwise agreed. The Customer has the right to request information about the availability and scope of backups carried out by the Provider prior to re-ordering the Service, if such backups were included in the original Agreement.

8.20   The Customer is obliged to exert all reasonable efforts to minimize any potential damage that may arise in connection with the use of the Provider's Services. In particular, the Customer must inform the Provider without undue delay of any defects, outages or other circumstances that could lead to damage, and provide the Provider with the necessary cooperation to resolve them. If the Customer breaches this obligation and, as a result of their inaction, the damage is aggravated or its prevention is hindered, the Provider shall not be liable for the damage to the extent that the Customer's breach contributed to its occurrence or increase. This obligation includes, but is not limited to, regular data backups, compliance with the security measures recommended by the Provider, prompt software updates, and protection of access credentials.

8.21   In the event of a justified occurrence of damage, the Customer shall assert their claim for damages or a complaint regarding the Service within 30 days from the date on which they became aware or could have become aware of the damage or defect in the Service with the exercise of ordinary care. Upon expiry of this period, it shall be deemed that the Customer failed to assert the claim in due time, and the Provider shall not be obliged to take it into account.

8.22   The Customer is further obliged to notify the Provider of any defect or risk endangering the Service within 24 hours of its discovery. If the Customer fails to fulfil this obligation and, as a result of the delay, the damage is aggravated or cannot be prevented, the Provider shall not be liable for the damage thus incurred.

8.23   The Customer is responsible for protecting their access credentials (e.g., passwords, login details for the User Interface) and undertakes to implement appropriate security measures to prevent their unauthorised misuse. The Customer shall be liable for any actions carried out using their access credentials and undertakes not to allow third parties unauthorised access to such credentials.

8.24   The Customer has the right to the protection of their personal data and stored information in accordance with applicable legal regulations, in particular the General Data Protection Regulation (GDPR) and related legislation. The Provider undertakes to process the Customer's personal data only to the extent necessary for the fulfilment of contractual obligations, provision of services, and in accordance with the terms set out in the Privacy Policy available on the Provider's Website.

8.25   The Provider shall implement appropriate technical and organisational measures to ensure the protection of the Customer's personal data and information against unauthorised access, loss, or

misuse. In the event of a data security breach that could negatively impact the rights and freedoms of the Customer, the Provider shall inform the affected individuals in accordance with applicable legal regulations. The Customer is likewise obliged to implement appropriate security measures to protect their data and information, including the use of strong passwords, regular software updates, and adherence to secure access principles in relation to the Services. The Provider shall not be liable for damages resulting from the Customer's negligence, including leakage of login credentials or unauthorised access caused by the Customer's own actions.

Warranty Claims

8.26   The Customer has the right to lodge a complaint regarding defects in the Services that prevent their proper use in accordance with the Agreement and these Terms and Conditions, in accordance with the procedure set out in the "Claims" section of these GTC and the applicable legal regulations.

8.27   The Customer is responsible for all content stored on rented servers, web hosting, or other provided Services. The Provider shall not be liable for any content stored by the Customer.

8.28   The Customer undertakes not to use the Services in a manner that would unduly burden system resources or jeopardise the stability of the Provider's network and infrastructure. In the event that the Provider incurs damage as a direct result of the Customer's actions, the Customer shall be liable for such damage.

8.29   The Customer is obliged to cooperate with the Provider in resolving technical issues, security incidents, or other operational matters.

8.30   The Customer is responsible for the protection of their access credentials and shall be liable for any damage caused by negligent handling of such credentials or by directly disclosing them to third parties.

8.31   In the event of termination of the Agreement, both the Customer and the Provider are obliged to observe the agreed notice period and ensure any necessary data migration prior to the termination of the Service. The Provider shall not be liable for any data loss or damage resulting from a failure to perform such data migration.

8.32   In the event of repeated breaches of these Terms and Conditions, the Agreement may be unilaterally terminated by either Party. Such termination must be preceded by a written notice concerning the breach of rights and obligations by one of the Contracting Parties; otherwise, such unilateral termination shall not be taken into consideration. The Agreement shall be terminated in accordance with the procedure and under the conditions stipulated in these Terms and Conditions and the applicable legal regulations. In such case, the Provider shall grant the Customer a period of seven (7) days to perform the necessary actions so as to avoid any damage resulting from the termination of the Agreement. If the Customer fails to take such actions, the Provider shall not be liable for any damage incurred. In the event of termination of the contractual relationship in this manner, the Provider shall not be obliged to refund the Customer any proportional part of the paid amount.

9. Pricing / Payment

9.1 The Customer shall be obliged to pay the Price for the provided Services in accordance with the current Price List of the Provider, no later than by the due date specified in the relevant payment

notice (by means of a tax document, invoice, Order placement, Order confirmation, payment request via email, etc.).

9.2 The Price for the provided Services is determined in accordance with the current Price List of the Provider, which is available on the Provider's website in the "PRICE LIST" section (https://best-hosting.cz/cs/cenik) and also available for inspection at the Provider's registered office. The prices of individual services and products are specified directly on the respective websites of those services. Individually agreed prices between the Provider and the Customer shall be excluded unless such agreement is concluded in writing between the Contracting Parties.

9.3 All service prices are stated exclusive of value-added tax (VAT), unless expressly stated otherwise. VAT or other statutory charges may be added to the prices in accordance with applicable legal regulations.

9.4 The Provider reserves the right to unilaterally adjust the prices of Services. The Customer shall be informed of the price change in writing with reasonable advance notice, in the manner specified in Section 15 (Notices), in particular by notification via the User Interface, but at least 30 days before the new pricing becomes effective. This change shall apply to the prices of all Services not yet provided, and in the case of Services provided over a defined period, also to the price for their provision starting from the first day of the calendar month following the effective date of the price change. In such case, the Customer shall be entitled to terminate the Agreement in writing with effect as of the effective date of the price change. If a Customer who is not a Consumer fails to notify the Provider of the termination of the Agreement in accordance with these Terms and Conditions no later than on the 15th day preceding the effective date of the price change, it shall be deemed that the Agreement remains valid and the Contracting Parties accept the new price.

9.5 If the Customer acts in the capacity of a Consumer, the effectiveness of a price change requires their express consent. Such consent may be granted either explicitly (e.g., by written confirmation, approval via the User Interface) or implicitly (by payment of the updated Price). If the Customer does not grant such consent, it shall be deemed that the Customer does not agree with the updated price, and the Agreement shall be considered terminated in the part relating to the affected Services as of the date on which the new price becomes effective.

Payment Terms

9.6 The price for the provided Services is payable prior to the commencement of the Service provision, unless agreed otherwise. Payment may only be made using the methods listed on the Provider's Website.

9.7 Payment may be made cashlessly by transfer to the Provider's bank account, by online payment card, through third-party payment gateways, or by another method enabled by the Provider.

9.8 The Customer is obliged to provide correct payment details, including the variable symbol, in order to ensure proper identification of the payment. The Provider shall not be liable for any delay or failure in the provision of Services resulting from incorrectly entered payment details.

9.9 Invoices for the Services provided shall be issued in electronic form and sent to the Customer's email address specified in the User Interface.

9.10 The Contracting Parties may individually agree on a different invoicing regime or method of payment. For such an agreement to be valid, it must be made in writing.

Delay in Payment and Consequences of Non-Payment

9.11   In the event of a delay in payment of the price, the Customer shall be obliged to pay the Provider statutory default interest in accordance with applicable legal regulations.

9.12   If the Customer fails to pay the price for the Service within the specified period, the Provider shall be entitled to: (i) restrict or suspend the provision of Services until full payment of the outstanding amount is made; (ii) terminate the contractual relationship by unilateral withdrawal from the Agreement if the delay exceeds 30 days; (iii) assign the claim against the Customer for collection to a third party, including the option of transferring the claim to a debt collection agency or legal representative.

9.13   The Provider shall not be liable for any damage incurred by the Customer as a result of the restriction or suspension of Services due to late payment.

Refunds and Payment Complaints

9.14   Any payments made to the Provider are non-refundable, unless explicitly stated otherwise in these Terms or in a written contractual agreement between the Provider and the Customer.

9.15   The Customer is entitled to lodge a complaint regarding incorrectly executed payments for the Provider's Services, in cases of incorrect amounts, unauthorized charges, or other discrepancies related to invoicing, under the same conditions and in the manner set out in section ___ Complaints Procedure.

9.16   The Customer must raise the payment complaint without undue delay after discovering the discrepancy, but no later than 30 days from the date of the disputed payment or the delivery of the invoice. After the expiry of this period, the right to lodge a payment complaint shall lapse, unless otherwise provided by applicable legal regulations.

9.17   The payment complaint may be submitted electronically to the Provider's email address listed in the contact details, via the User Account, or in writing to the Provider's registered office address. The complaint must include the Customer's identification, details of the disputed payment (invoice number, payment date, payment amount), and a description of the grounds for the complaint.

9.18   In the event of a justified complaint, the Provider shall refund the amount using the same method as the original payment, unless the Provider and the Customer agree otherwise. The refund period shall not exceed 14 days from the date the complaint is acknowledged.

9.19   The Provider shall not be liable for errors in payment caused by the Customer (e.g., incorrectly entered data during bank transfer, failure to execute payment).

9.20   The Provider shall not be liable for any delays or errors caused by third parties (e.g., banks, payment gateway providers), unless such delays or errors constitute a breach of the Provider's obligations.

9.21   If the complaint is found to be justified, any overpayment or incorrectly charged amount shall be refunded to the Customer's relevant bank account or offset against future payments for Services.

10. Complaints Procedure

10.1   The Customer has the right to lodge a complaint if the provided Services do not correspond to the concluded Agreement, these Terms and Conditions, or to the specifications stated in the

description of the individual Services. A complaint may be submitted in accordance with this section and the Provider's Complaints Procedure.

Submission of Complaints

10.2 Complaints must always be submitted in writing, either i) **Electronically** – via the User Account or by email to the contact address provided on the Provider's Website, or ii) **Written** – by delivery to the registered office address of the Provider.

10.3 To ensure proper handling, the Complaint must include the following information:
  i. Identification of the Customer (name/company name, Company ID number, contact details),
  ii. Specification of the Service being complained about (e.g., domain name, server ID, invoice number),
  iii. Description of the defect or the non-conformity of the Service with the Agreement or the Terms and Conditions,
  iv. Date the defect occurred,
  v. The Customer's proposal for resolving the Complaint.

10.4 The Provider is not obliged to follow the method proposed by the Customer and is entitled to choose another method of handling the complaint that is appropriate to the nature and circumstances of the claimed performance.

Deadlines for filing a complaint

10.5 A complaint must be submitted without undue delay after the defect in the Service has been identified, but no later than:
  i. **Within 30 days** of the occurrence of the defect in the case of a one-time provided Service,
  ii. **Within 7 days** of the termination of the Service, if the Service was terminated due to the expiration of the contractual term,
  iii. **Immediately**, in the case of an unannounced outage or unavailability of the Service, so that the Provider can take timely corrective measures.

10.6 Complaints submitted after the above deadlines shall be rejected.

Complaint handling

10.7 The Provider is obliged to investigate the complaint and inform the Customer of its resolution within the following time limits:
  i. **Within 30 days** from the date of receipt of the complaint,
  ii. **Within 15 days** if the complaint concerns a Service outage or other technical problems,
  iii. **Without undue delay** in the case of malfunction of a critical Service preventing its use.

10.8 The complaint shall be resolved in one of the following ways:
  i. **By remedying the defect** and restoring the proper functioning of the Service,
  ii. **By providing an appropriate discount** on the price of the claimed Service,
  iii. **By providing substitute performance**, if such a solution is possible,
  iv. **By rejecting the complaint** if the Provider finds that the complaint is unjustified (e.g., the defect was caused by improper configuration on the part of the Customer).

Compensation for Damages and Limitation of Liability

10.9   If, as a result of a justified complaint and for reasons specified in the section ___ Liability and Compensation for Damage, the Customer incurs demonstrable damage, the Customer may claim compensation in accordance with this article. The amount of compensation shall be limited to the proportionate amount of the Service price for the period during which the Service was unavailable or defective, unless otherwise stipulated in the Agreement.

10.10   The submission of a complaint shall not affect the Customer's obligation to pay for the Services in accordance with the concluded Agreement. If the complaint is acknowledged as justified, the Customer may be granted financial compensation or another form of remedy as agreed with the Provider.

10.11   If the Customer disagrees with the manner in which the complaint has been handled, they have the right to contact the relevant supervisory authority or assert their claims through legal proceedings in accordance with applicable legal regulations.

11. Liability and Compensation for Damages

11.1   The Customer enters into the Agreement at their own risk and acknowledges that by concluding the Agreement with the Provider, they assume the risks associated with the use of the Services, including possible limitations in their availability, functionality, or performance resulting from the nature of the technologies on which the Services are based. The Provider shall not be liable for any damage, loss, or harm incurred by the Customer as a result of their decision to conclude the Agreement or use the Services, unless such damage, loss, or harm was caused by the Provider's wilful misconduct or gross negligence. The Customer is obliged to assess, prior to concluding the Agreement, whether the Services meet their needs and expectations and shall bear responsibility for any discrepancies between their expectations and the actual provision of the Services, unless such discrepancies result from a demonstrable breach of the Provider's obligations.

11.2   The Provider shall not be liable for any damages, losses, harm, or limitations of the Services caused by a breach of the Agreement, the obligations set forth in these General Terms and Conditions (GTC), or applicable legal regulations of the Czech Republic by the Customer, nor for any damages, losses, or other harm suffered by the Customer, its clients, or third parties in connection with the use of the Services, unless such damages were caused by the Provider's intentional misconduct or gross negligence.

The Provider shall in particular, but not exclusively, not be liable for any damages, harm, or other adverse consequences arising from the following reasons:

11.3   The Provider shall not be liable for any damages, harm, or other adverse consequences resulting from the incorrect, unauthorized, or inappropriate use of the Services by the Customer or by persons to whom the Customer has granted access to the Services. This includes, in particular, unauthorized sharing of access credentials, using the Services for prohibited activities (unlawful activities, activities in violation of the GTC or the Agreement), or other conduct contrary to the Agreement, these Terms, or generally binding legal regulations.

11.4   The Provider shall not be liable for any damages, losses, or limitations of availability of the Services caused by the actions of third parties, including but not limited to cyberattacks, failures of supplier infrastructure beyond the Provider's control (e.g., power outages on the part of the electricity distributor, disruption of backbone internet connectivity by the connectivity provider), errors by domain registrars, or interventions by third parties resulting in the blocking of the Services.

11.5   The Provider shall not be liable for any damages, losses or limitations in the availability of the Services caused by force majeure events, i.e., events beyond its control which could not have been prevented even with the exercise of all due care. Such events include, in particular, natural disasters (e.g., floods, earthquakes, fires, windstorms), technical outages not caused by the Provider (e.g., nationwide power grid blackout, cooling failure in a data center due to natural events), societal events (e.g., wars, civil unrest, terrorist attacks, supplier employee strikes), orders by public authorities (e.g., quarantine, prohibition of data center operations, seizure of servers by court order), or large-scale cyberattacks (e.g., massive DDoS attacks on the backbone network that cannot be mitigated by standard security measures).

11.6   The Provider shall not be liable for data loss, loss of profit, consequential damages or non-material harm (e.g., reputational damage), unless such harm was caused by a breach of its obligations under the Agreement. The Customer shall be responsible for the content, functionality and security of data, software or configurations, unless these were directly managed by the Provider.

11.7   The Provider shall not be liable for any damage, loss or other harm, whether material or non-material, suffered by the Customer, its clients or third parties if such harm was caused by incorrect, unauthorized or inappropriate use of the Services by the Customer or persons to whom the Customer granted access.

11.8   The Provider shall not be liable for any damage resulting from the Customer's breach of the laws of the Czech Republic or these Terms and Conditions, including but not limited to the distribution of illegal content (e.g., unauthorized sharing of copyrighted materials, extremist materials, or content violating legal regulations), conducting cyberattacks (e.g., DDoS attacks, phishing, malware distribution), or failure to notify changes to contact details that may hinder the proper performance of the Agreement.

11.9   The Customer shall bear full responsibility for any errors, omissions or failures to fulfil obligations that may result in damage, such as failing to make its own data backups, incorrect software, application or service configuration, or failure to implement recommended security measures.

11.10   The Provider shall not be liable for damages caused by planned infrastructure maintenance, provided that the Customer was notified at least 7 days in advance by email or via the User Account, or in the case of urgent interventions, where such interventions were necessary to ensure the stability and security of the Services.

11.11   The Provider shall not be liable for data loss if the Customer failed to make its own backups and automatic backups were not included in the Service, or if the data loss was caused by the Customer's error (e.g., file deletion, failure to apply updates against vulnerabilities).

11.12   The Provider shall not be liable for the malfunction of the Customer's software or applications if these were not installed or managed by the Provider.

11.13   The Provider shall not be liable for any delay or inability to perform the Services caused by the Customer's failure to provide cooperation.

12. Duration and Termination of the Agreement

12.1   The Agreement between the Provider and the Customer shall become effective at the moment of its conclusion, which occurs upon the Customer's confirmation of the Service Order and its acceptance by the Provider, either in writing, electronically via the Provider's User Interface, or by a notice of acceptance of the Order sent to the relevant Customer's email address. The Agreement is concluded for a fixed term – the agreed Contractual Period, if a specific duration is stated in the Agreement or order, or for an indefinite period if no such duration is specified. If the Agreement is concluded for a fixed term, it shall be automatically extended for the same period unless the Customer or the Provider gives written notice of its intention not to extend the Agreement no later than 15 days before the expiry of the agreed period, by sending such notice to the contact address of the other Party as stated in the User Account, in the Agreement, or in the case of the Provider, on the relevant Website. The Provider reserves the right not to extend the Agreement without stating any reason, provided that the Customer is informed within the aforementioned period.

12.2   The Agreement may be terminated by mutual agreement of the Parties, by notice of termination by either Party, by withdrawal, by the expiry of the period for which it was concluded, or by the fulfilment of the subject matter of the Agreement, i.e., the complete provision of a one-time Service. An agreement on termination must be concluded in writing or electronically with verified consent of both Parties. The Customer may terminate the Agreement with a notice period of 30 days if concluded for an indefinite period, by written notice sent to the Provider's address or electronically via the User Account; the notice period shall commence on the first day of the calendar month following delivery of the termination notice. The Provider is entitled to terminate the Agreement with a notice period of 30 days for any reason, by notifying the Customer at their Electronic Address, or with immediate effect if the Customer commits a material breach of the Agreement or these Terms and Conditions, whereby such immediate termination does not require prior notice.

12.3   In the event that the Customer fails to pay the fee for the renewal of a domain name registration within the period specified on the invoice, the Provider shall not be obliged to secure its further registration. The domain shall enter a redemption or grace period in accordance with the rules of the relevant TLD registry, the duration and conditions of which are governed by the specific regulations of said registry (typically 30 days for .cz domains). Upon expiry of the grace period, if the Customer has not paid the renewal fee nor any additional charges required by the TLD registry for restoring the domain from the grace period, the domain shall be deleted and made available for re-registration by third parties. If the Customer requests restoration of the domain after delayed payment, the Customer shall be obliged to pay both the standard renewal fee and any applicable surcharge imposed by the TLD registry, with the Provider making no guarantee as to the success of such restoration due to the rules of the registry. The Customer acknowledges that they bear full responsibility for any loss of the domain resulting from non-payment, and the Provider shall not be obliged to compensate for any damage thus incurred.

12.4   If the Customer fails to pay the renewal fee for the virtual server rental Service within the deadline specified on the invoice, the Provider shall be entitled to deactivate (shut down) the virtual server on the date of expiration of the original Service period. The Customer shall be notified in writing or electronically via their Electronic Address and requested to settle the outstanding amount. Should payment not be made within 30 calendar days of receipt of such notice, all data stored by the Customer on the virtual server shall be irreversibly deleted and the Agreement shall be terminated. The Provider shall not be liable for any data loss or for any

damage (e.g., loss of profit, data recovery costs) resulting from the deactivation or deletion of the virtual server if the Customer has failed to fulfil their payment obligation within the specified period. The Customer has the right to request information regarding the status of their Service and payment deadlines prior to its cancellation; however, such request shall not postpone or otherwise affect the Provider's entitlement to proceed in the event of non-payment. Following the termination of the Agreement due to non-payment, the Provider reserves the right to refuse restoration of the Service under the original conditions, and all Customer's obligations to pay outstanding amounts shall remain valid even after termination of the Agreement.

12.5   Withdrawal from the Agreement is possible in accordance with the laws of the Czech Republic or under the conditions set out in the Agreement and these Terms and Conditions. A Customer who is a consumer has the right to withdraw from an Agreement concluded by means of distance communication within 14 days of its conclusion without giving any reason, by submitting a written notice to the Provider's address or electronically via the User Account, provided that the Service has not been fully performed with the Customer's consent prior to the expiry of this period. In such case, the Provider shall be obliged to refund the fees paid within 14 days of receipt of the withdrawal notice, unless agreed otherwise. The Provider may withdraw from the Agreement in the event of a material breach of obligations by the Customer (e.g., repeated non-payment of fees, misuse of Services for unlawful activities), with immediate effect upon delivery of a written or electronic notice to the Customer's Electronic Address. Upon termination of the Agreement, the Customer's right to use the Services shall cease, and the Provider shall not be obliged to retain any Customer data beyond the periods set out in the Agreement or applicable legal regulations. All obligations of the Parties (e.g., payment of outstanding amounts) shall remain in force after the termination of the Agreement, unless otherwise stipulated.

13. Personal Data Protection

13.1   The Provider processes the personal data of Customers for the purpose of providing the Services and fulfilling other contractual rights and obligations in accordance with Act No. 110/2019 Coll., on the Processing of Personal Data, and with the relevant legislation of the European Union.

13.2   Such personal data are provided by the Customer to the Provider primarily through Registration. The Customer provides the personal data voluntarily and agrees to the processing of such personal data by the Provider.

13.3   The Provider shall retain the Customer's personal data for a period of ten (10) years from the execution of the final part of the contractual performance that terminates the legal relationship between the Contracting Parties. If a specific legal regulation requires the retention of personal data for a longer period, the Provider is entitled to retain such data for the duration stipulated by law. The personal data retained may include in particular the Customer's first and last name, date of birth, permanent residence, contact address, email, telephone number, bank account details, company name, order or orders, invoice, and communication with the Customer. For tax and accounting purposes, this also includes tax and accounting documents.

13.4   The Provider undertakes to process only those personal data that are related to the legal relationship between the Contracting Parties and not to misuse such data for other purposes.

13.5   The Customer has a set of rights and obligations with respect to the protection of their personal data, arising from the applicable legislation of the Czech Republic. The Customer may,

for example, request from the Provider information on the personal data being retained—in such a case, the Provider is obliged to disclose which specific personal data of the Customer it retains; the deletion of personal data that are no longer necessary for fulfilling the rights and obligations of the Contracting Parties; the restriction of personal data processing, etc.

13.6   The Provider processes personal data in accordance with applicable legal regulations and the Privacy Policy.

14. Sending of Commercial Communications

14.1   The Customer agrees to receive communications and information directly related to the use of the provided Services, the Customer's User Account, or the Provider's business entity, sent to the electronic address provided by the Customer during registration on the Provider's website or via the User Interface.

14.2   The Customer agrees to receive commercial communications related to the provided Services, including information about new offers, promotional prices, technical updates, and other relevant information. The Provider is also entitled to send the Customer satisfaction surveys or questionnaires for the purpose of improving its Services. The Customer may withdraw this consent at any time via a link included in the email communication, in the User Interface, or by contacting the Provider.

15. Delivery of Notices

15.1   The primary method of delivery for all notices, requests, invoices, amendments to contractual documentation, or other communications related to the Agreement shall be written electronic communication, namely via email or the User Interface.

15.2   The Customer's delivery email address shall be deemed to be the email address specified in their User Account or in the Order, or another address duly notified in writing to the Provider for this purpose. If written form in paper format is required, the Provider is obliged to deliver the document to the Customer's registered residence or registered office address.

15.3   The Provider's delivery email address shall be deemed to be the address specified in the Agreement or published on the relevant Website. If written form in paper format is required, the Customer is obliged to deliver the document to the Provider's registered office address as listed in the Commercial Register.

15.4   Delivery through the User Interface shall be deemed to have occurred at the moment the communication is made accessible to the Customer in their User Interface under the "Notifications" section. The Customer is obliged to regularly check their User Interface, and any failure to do so shall not affect the effectiveness of delivery.

15.5   An electronic communication shall be deemed delivered at the moment it is sent to the Customer's email address, unless the Provider receives a notification of non-delivery. In the case of delivery through the User Interface, the notice shall be deemed delivered at the moment it is made accessible in the User Interface.

15.6   Notification of the Customer via the Provider's Website shall be deemed valid delivery of a communication, unless the GTC or the Agreement provide for a different method of

communication. This method of notification may be used in particular for announcements of changes to the GTC, updates to the Price List, scheduled Service outages, or other operational notices. The publication of information on the Provider's Website shall be deemed to have occurred on the day it is posted, and the Customer is obliged to regularly monitor these pages in order to stay informed of current information.

15.7   If it is not possible to deliver a communication electronically, it may be delivered via postal service to the address of the Customer specified in the Agreement or another address duly notified in writing to the Provider. In such case, the document shall be deemed delivered on the third day following its dispatch, or on the fifteenth day if sent abroad.

15.8   The Contracting Parties undertake to promptly notify each other of any change to their contact details. If the Customer fails to notify the Provider of such a change and the Provider delivers a communication to the last known address or email address, the communication shall be deemed properly delivered.

16. Final Provisions

16.1   These GTC and all legal relationships between the Provider and the Customer shall be governed by the legal order of the Czech Republic. Disputes arising from the Agreement or these GTC shall be resolved by the general courts of the Czech Republic.

16.2   The Provider is entitled to unilaterally amend or supplement these GTC at any time. Rights and obligations arising under the previous version of the GTC shall remain unaffected and shall continue to be governed by the terms and conditions in force at the time of their origin. All new legal relationships and rights and obligations arising from the continued performance of the Agreement after the amended GTC take effect shall be governed by their current version. The Customer shall be informed of changes to the Terms at least 30 days before they take effect, primarily by publication on the Provider's website, or via email or the user interface. If the Customer does not agree with the change, they shall be entitled to terminate the Agreement within 15 days of notification of the change, with effect as of the effective date of the new Terms. If the Customer does not exercise this right, they shall be deemed to have accepted the change.

16.3   These GTC are drawn up in the Czech and English languages. In the event of any inconsistencies or discrepancies between the language versions, the Czech version shall prevail. The Agreement and other contractual documentation are drawn up in the Czech language only.

16.4   All communication between the Provider and the Customer shall primarily be conducted in writing via electronic means, either by email or through the User Interface.

16.5   Should any provision of these Terms and Conditions be found invalid, ineffective or unenforceable due to a conflict with the legal regulations of the Czech Republic, the remaining provisions shall remain valid and effective. In such a case, the Provider and the Customer undertake to replace the invalid, ineffective or unenforceable provision with a new provision that most closely reflects the original intent and economic purpose of the original provision, if permitted by the legal order. This fact shall not affect the validity of the Contract unless its further continuation would be clearly disproportionate for one of the Parties.

16.6   Neither the Contract nor any rights and obligations arising therefrom may be assigned to a third party by either of the Contracting Parties without prior written agreement.

16.7   The Provider's Website, the provided Services where applicable by their nature, and all related Documentation are protected by copyright and other legal regulations governing intellectual

property rights. Any unauthorized use, copying, distribution, modification, or other handling of these materials without the prior express consent of the Provider is prohibited, unless otherwise provided by law.

16.8   These Terms and Conditions become effective on the date of their publication on the Provider's Website, unless stated otherwise. With respect to already concluded Contracts, the new version of the Terms and Conditions shall be binding from the moment the Customer expresses their consent thereto or from the moment the Customer continues to use the Services after the amended Terms and Conditions have entered into force.

BEST - HOSTING s.r.o.

31.3. 2025