GENERAL TERMS AND CONDITIONS FOR THE PROVISION OF INTERNET SERVICES

## BASIC PROVISIONS

1. Michal Nováček, Havlíčkova 12, Řícmanice 664 01, ID: 09281720, (hereinafter referred to as the provider, operator). This is the authorized provider of Internet and data services known as "Gamehosting", "Webhosting", "Voicehosting", Serverhosting, Mailhosting" (hereinafter referred to as the Services) as defined in Article II.
2. In the provision of these services, the Provider operates under the following trade

names: czechchchillout.cz and possibly others.

1. **An Interested Party** is a natural person or legal entity (hereinafter referred to as the Interested Party) who is interested in using the Provider's services but has not yet fulfilled all the conditions to become a Customer.
2. **Customer** is a natural or legal person (hereinafter referred to as the Customer) who has activated their account in the system, thereby accepting these General Terms and Conditions.
3. **The System** is the Provider's website through which all administration of the Services is carried out, including the Order, the Price List and these Terms and Conditions.
4. **The General Terms and Conditions** form this document (hereinafter referred to as the Terms and Conditions) and together with the price list and the order define the contractual relationship between the Provider and the Customer, which arises from the Activation (hereinafter referred to as the contractual relationship).
5. **Activation** is conditional on filling in all the necessary information in the online form,

which is available on the System and then submitting this registration form. The activation is completed by the first login to the System.

1. The activation creates a legal relationship between the Provider and the Customer, based on which the Provider and the Customer agree to be bound by these Terms and Conditions and the Price List with respect to the Services ordered by the Customer.

## DEFINITION OF TERMS

1. **Gamehosting** is a data service providing the Customer with the possibility to connect via the Internet network to a given application – a game server (game – one whose purpose is to provide the connected users with a space to perform computer game-specific activities), which is located and operated on the Provider's Data Facilities, without the possibility of resale.
2. **Voicehosting** is a data service providing the Customer with the possibility to connect via the Internet network to a given application – a communication server (communication – one whose main purpose is to mediate voice communication via the Internet), which is located and operated on the Provider's Data Devices, without the possibility of resale.
3. **Webhosting** is a data service that provides the Customer with the ability to place its website on the Provider's Data Device so that it can be viewed by ordinary Internet users. The service consists of FTP space, a MySQL database and designated web applications, without the possibility of resale.
4. **Filehosting** is a data service providing the Customer with the possibility to store their data on the Provider's Data Device for the purpose of backup or further distribution of the data, without the possibility of resale.
5. **Server hosting** is a data service that provides the Customer with a part or all of the Provider's Data Devices for purposes defined by the Customer, with the terms of use governed by agreement, listed on the Provider's website when sending the order, without the possibility of resale.
6. **Mailhosting** is a data service, providing the Customer with the possibility to use email services set up by the Provider, with the terms of use governed by the agreement stated on the Provider's website when placing an order, without the possibility of resale.
7. **A Data Device** is a specific powerful computer, operated 24 hours a day, all year round, with unlimited access to the Internet network, except technical complications or maintenance. Customers connect to the facility via Internet networks and data services. The Customer does not have physical access to the Data Device.
8. **The Price List** represents the Provider's fee for the Services provided. The prices are inclusive of VAT and are final for the Customer, unless otherwise agreed. The prices are quoted in the form of a price per 1 Slot for a 30-day Service, or the basic price for that Service, except for Services where the number of Slots is not applied. The prices for services can be found in the order form or on request after filling in the form.
9. **The unit of currency** is CZK and EUR
10. **A slot** is a number that specifies the maximum number of users that can connect to a given service in parallel at one moment.
11. **An Order** is the completion of an electronic form in the System which is used to determine the price for the Service, unless otherwise agreed. After its submission and payment of the relevant amount, the Service will be made available to the Customer as soon as possible. In the case of a trial server, the Customer follows the agreed instructions and is fully bound by the terms of use, as with the paid version of the Service.
12. **Identification data of** the Customer in case of a natural person are: name, surname, e-mail address, telephone, street, city, state, and the postal code.  
    For a legal entity, these are: name, surname, company name, registered office, e-mail address, telephone number, and the VAT number.
13. **Personal data** is data defined according to Act 101/2000 Coll., on the protection of personal data.
14. **Fault** is a condition where the Customer cannot fully use all Services provided by the

Provider, specified by the Order, except for the situations specified in Article II. point 13.

1. **Maintenance** is a condition where the Customer cannot fully use all Services provided by the Provider, as determined by the Order, which is caused by a previously announced, but also unannounced intervention of the Provider into the Data Device for the purpose of performing maintenance of the Data Device.
2. **IP address** is short for Internet Protocol Address and it is used to identify the Data Devices on a computer network.
3. **A port** is a number that is used to direct the user to a specific application on the Data Device.
4. **FTP space** is a space on a Data Device that is used to store data necessary for the operation of the Service.
5. **Ticket system** is a way of contacting the Provider through the System. It is clearly marked on the Site and is fully functional.
6. **User Account** is a virtual online account of the Customer, which will be created within the framework of a completed order or registration in the system.
7. **Login data** is the data through which the Customer logs into their User Account.
8. **Trial period** is a period of time during which the Customer can use the service free of charge and without any obligation.
9. **Extra services** are additional services that the Customer can order. The name of this service is also its definition.

## SERVICE TYPES

1. The Provider provides the Services in accordance with the Order, the Price List and the Terms and Conditions.
2. All currently provided Services are listed in the System.

## CUSTOMER RIGHTS AND OBLIGATIONS

1. The customer is obliged to:
   1. Use the Service in accordance with the Laws, the Terms, the Order and the Price List.
   2. Pay the price for the service before the end of the Trial Period; if this is not done the service will cease after this period.
   3. Upload to the FTP space of the Service only such data that does not contravene applicable laws of the Czech Republic or the European Union and does not contravene the Terms, the Order and the Price List.
   4. Have your Identification and Personal Data filled in truthfully and correctly.
   5. Update the System with any changes to the Identification or Personal Data during the period of use of the Services, no later than seven days.
   6. Protect your Login Data from misuse, do not provide it to a third party.
   7. Do not use simple passwords in your Login Details.
   8. Protect your access to your email account, do not give the access to it to third parties.
   9. Promptly report any errors in the System to the Provider.
   10. Comply with all points in the Terms and Conditions, the Order and the Price List and at the same time comply with all laws of the Czech Republic.
2. The Customer agrees not to misuse the Service for:
   1. Any illegal activity using the Service directly or indirectly.
   2. Storing or distributing inappropriate data violating the law, copyright, pornographic material, illegal copies of software and dangerous data (viruses, spyware,.. ) in the FTP space.
   3. Interfering with the security or functionality of the Provider's System and Data Devices. Attempt to gain control of all or a part of the Provider's System or attempt to gain control of other Customers' Services. Modification of the terms and conditions agreed in the Order, attempt to damage the Data Devices in any way.
   4. Sending unsolicited electronic mail (SPAM).
   5. Spreading computer viruses, malicious applications or codes.
   6. Not using the Services for Internet attacks such as DoS, DDoS, Phishing, etc.
3. The customer has the right to:
   1. Use of the services within the scope of the Terms and Conditions of and the Order
   2. Free repair of Faults within the paid period of the Service, if not caused by the Customer.
   3. Compensation for Faults in the form of discount for the next calendar month, unless caused by the Customer or force majeure (floods, wars, disasters, widespread power outages, or internet networks outside the Provider's control, internet attacks by third parties).
   4. Exact and additional information if interested.
4. The customer must not:
   1. Access another Customer's User Account without that other Customer's knowledge or consent, or interfere in any way with the other Customer's Services.
   2. Transfer or sell their User Account to a third party under any terms.
   3. Interfere with the functionality of the System in a manner that is inconsistent with its

Purpose.

* 1. Use profanity and act inappropriately when contacting the Provider, otherwise the Provider may not respond.

## RIGHTS AND OBLIGATIONS OF THE PROVIDER

1. The provider is obliged to:
   1. To provide a service to the customer of adequate quality.
   2. Take care of the continuous operation of the Service and Data Devices except for Maintenance.
   3. Provide accurate and truthful information on their website about the provision of the Services.
   4. Promptly handle Customer requests and complaints.
   5. To keep Personal Data and Identification Data confidential, not to disclose them to third parties, not to use these data for advertising purposes of third parties.
   6. Provide the Customer after the payment for the Service the access to an electronic form of invoice, which is accessible in the System, as well as the confirmation of the payment received is sent by email.
   7. Troubleshoot promptly.
2. The provider has the right to:
   1. A fee for the provision of the Services
   2. Compensation for any damage demonstrably caused by the Customer.
   3. Reject the Activation of the Interested Party, if:

1c) The registration form was not filled in correctly.

2c) For other reasons notified to the Interested Party.

* 1. For temporary or complete interruption of the provision of the Services due to: 1d) Abuse of the Services

2d) Failure to pay for service on time before the end of the paid period.

3d) Violation of the terms and conditions set forth in the Terms and Conditions or the Order.

4d) Excessive loading of a portion of the Data Device hardware with the Service.

5d) Incorrectly filling in the Identification Data or Personal Data.

6d) For other reasons notified to the Customer or the potential Customer.

7d) Failure to pay for the Service in a timely manner before the end of the Trial Period.

* 1. To have a delay in activating a Service that is marked as an Included Service, which means a Service that is free and the Customer does not pay for it.
  2. Remove or modify data uploaded to the Service by the Customer that is in violation of the applicable laws of the Czech Republic, the European Union, or the Terms and Conditions, without notice to the Customer.

1. The Provider is not responsible for:
   1. Faults caused by Force majeure.
   2. Faults caused by third parties
   3. Any damage incurred in connection with the provision of the Services.
   4. Loss of Customer's access to their User Account.
   5. Misuse of the Customer's User Account by inadequate protection of the Login Data.

## ORDER

1. To accept an order, the Customer must pay the amount for the service otherwise the service will not be created and will not become functional.
2. All services are paid for in form of monthly, quarterly, semi-annual or annual subscription.
3. The price for the Services can be paid:
   1. By depositing into the Provider's bank account specified in the payment request.
   2. By bank transfer to the Provider's bank account specified in the payment request.
   3. Via PayPal.
   4. Payment by card using PayU.
   5. Via PaySafeCard.
   6. Through other payment options listed in the System.
4. When making payments, it is necessary to provide either the correct Provider's bank account number or the correct PayPal address for the Payments. In the case of a bank transfer, it is always necessary to indicate the correct variable symbol.
5. In the event that the Provider registers a payment for Services without a specific variable symbol, it is necessary for the Customer who made the payment to send the payment to the electronic address or through the System any form of proof that such paid money has been sent to their User Account. Otherwise, the amount shall be forfeited to the Provider.

## SERVICE OPERATION

1. The service can only be activated if the Order has been filled in correctly.
2. If the situation permits, the Service will be activated immediately after the Order is placed.
3. The Service is provided for use by the Customer through the System.
4. The Service provided to the Customer shall be fully functional.
5. The Customer shall be responsible for any interference with the Service after its acceptance by the Customer.
6. In the event of non-payment of the amount for the Service before the end of the Trial Period, the Service is automatically terminated.

## DATA ON THE DATA DEVICE

1. All data on the Data Devices is also linked to the Service, the Order and the Terms. This data is divided into the following types:
   1. Those that the Customer has access to and that are necessary for the smooth operation of the Service. The Customer is free to modify such data.
   2. Those to which the Customer does not have access. Such data shall be deemed to be all other data, in comparison with Article VIII. 1. a) – on the Data Devices. Such data shall be managed solely by the Provider.
2. The Customer shall have the right to change the data in Article VIII, Section 1.a) only in such a way that it does not violate the Terms, the Order, the Price List, or damage the data in Article VII, Section 1.b), or damage the data of other Customers and other Services.
3. Initial data – i.e. the data that are placed on the Data Device before they are allocated to the Customer via the System – are managed by the Operator, who is responsible for compliance with the Terms and Conditions, the Order, the Price List and the laws of the Czech Republic and the European Union.
4. All incorrectly edited data and data damaged in any way by the Customer lose the right to be claimed.
5. The Customer has no right to request the Provider to launch or modify the Service to an unofficial or illegal version. In this regard, the Provider may proceed in accordance with Article V.2.d).
6. The Customer is solely responsible for all uploaded or modified data.

## CONTRACTUAL CONDITIONS

1. By the contractual relationship, the Provider undertakes to provide the relevant Service to the Customer within the Order, the Conditions and the Price List.
2. The contractual relationship is concluded for an indefinite period of time and becomes valid upon submission of the order form by the interested party, thereby becoming a Customer.
3. The Order determines the scope and price for the Service
4. The contract expires:
   1. In the event that no Service is active and the Customer does not log into their User Account for more than 7 days.
   2. By removing the User Account from the System.
   3. By agreement of both parties.
5. The contract is renewed if it has expired and the Customer requests renewal by email
6. The provider may withdraw from the contract if:
   1. The Customer does not respect or violates the provisions of the Terms and Conditions, the Order or the Price List.
   2. The customer has not paid the amount for the service before the end of the currently paid period (invoice date) so that the following period will be paid.
   3. The Customer has not paid the amount for the service before the end of the trial period.
7. The Provider may terminate the Contract if they can no longer continue to provide the Services to the full extent specified in the Order for technical reasons.

## TERMS OF PAYMENT

1. The Customer is obliged to pay the Provider the price for the provision of the Service with respect to the Order and the Price List always before the end of the paid period (invoice due date), unless agreed otherwise.
2. The amount is deemed to be paid when it is credited to one of the Provider's bank accounts or to one of the payment gateways.
3. The Customer may pay the price for the Services by the methods set out in Clause VI.6.

## COMPLAINTS

1. The Customer is entitled to submit a complaint to the Provider if:
   1. The Service does not meet the conditions set out in the Order and Price List, and the Customer is certain that the problem was not caused by the Customer's own interventions.
   2. The Service is not active and fully functional during the Paid Period, and the Customer is certain that the Customer's interference with the Service did not cause the problem.
   3. The service has been in a Fault state for more than 72 hours.
2. The Provider is entitled to reject the claim if:
3. The Service has been modified by the Customer in a non-standard manner or in a manner that violates these Terms.
4. The Service is working properly and the Customer is unable to prove otherwise.
5. The Service contains data in violation of these Terms.
6. The Customer rejects the agreement for a partial outage of the Service with full compensation.
7. The customer refuses to cooperate in diagnosing the Fault.
8. When submitting a claim, the Customer is required to clearly identify the Service being claimed (IP address and port) and provide an accurate and sufficient description to resolve the claim.
9. In case of a justified complaint, the Provider is obliged to resolve the technical problem within seven days. Compensation shall be made by providing free days of the Service in question, unless otherwise agreed. If the problem is not resolved within seven days, the Provider may proceed in accordance with Article IX.

## FAULTS

1. The Customer shall only report a Fault through the means intended for this purpose

located in the System. If the situation does not allow the use of the Provider's System, the Customer may contact the Provider via Discord, electronic mail or telephone. When reporting, the Customer is obliged to provide his/her First Name and Last Name, which he/she provided when filling in the order form, IP address, Service Port and a sufficient description of the Fault.

1. Any Fault not caused by any Customer shall be removed and replaced by the Provider within seven days. In the event that the Provider is unable to remove the Fault, the procedure shall be as set out in Article IX.7.
2. Any Fault proven to be caused by the Customer may be rectified by the Provider

except that all compensation and losses associated with this Fault shall be borne by the Customer.

1. In the event of a Fault demonstrably caused by the Customer, the following procedure may be followed:
   1. The Provider shall return the Service to the same state as it was in when the Service was initially sent without compensation.
   2. In the event that the Customer does not agree to the procedure in Section XII. 4.a) of this Article, the Service shall be shut down without any compensation.

## TECHNICAL SUPPORT

1. The Customer shall have the right to contact technical support exclusively through the methods provided for this purpose, located on the Provider's website. If the Provider's situation does not allow to use of these systems, the Customer may contact the support via e-mail or discord.
2. The Provider is obliged to provide technical support, if the situation permits, within three working days of the Customer's request for support.
3. The Provider has the right to refuse to provide technical support in the event that the Customer requests support in the direction of unofficial, illegal, or otherwise violating the Terms, Order, Pricelist, or support for which the Provider is not responsible.
4. Technical support does not include:
   1. Modifications above the level of Basic Services
   2. Addressing different modes, plugins, or Services settings.
5. The Provider is obliged to modify the Service according to the Customer's needs only if the request meets the following points:
   1. The Customer has ordered a Service that supports this modification and was part of the Agreement or Order Form.
   2. Customer is already using a paid service and is not using it within the Trial Period.

## WITHDRAWAL FROM THE CONTRACT

1. Withdrawal from the contract by the customer: the customer has the right to withdraw from the contract within the statutory period of 14 days from the provision of the service without giving any reason.
2. Notice of limitation of withdrawal: the Customer is obliged to inform us immediately of

his decision to withdraw from the contract by electronic mail "email" to obchod@czechchillout.cz or by means of a ticket in the payment portal

1. Calculation of the refund: in the event of withdrawal within 14 days of the provision of the service, the amount will be refunded less the amount corresponding to the number of days the service has been used. This deduction will be made on the basis of the current price list or agreed tariff for monthly payments, without taking into account any discounts
2. Refund procedure:Refunds will be made within 14 days of the date we receive the notice of withdrawal. The refund will be made in the same way as the original payment, unless otherwise agreed.
3. Withdrawal costs: The costs associated with the return of the product or service are borne by the customer.
4. Withdrawal from the contract after the statutory period of 14 days: should the customer wish to withdraw from the contract after the statutory period of 14 days from the provision of the service, the unused and already paid service period shall be deemed forfeited and the customer shall not be entitled to a refund unless otherwise agreed between the customer and the service provider.

## SANCTIONS

1. The Provider has the right to limit the User's ability to send tickets if:
   1. The customer will create a disproportionate amount of tickets (spam) despite the warning.
   2. The Customer will, despite the warning, carry out verbal or other attacks on the Provider and its employees.
   3. The customer's behaviour will be in violation of the applicable laws of the Czech Republic and the EU.
2. The Provider has the right to completely block the User Account without compensation in case:
   1. The Customer will commit criminal activity through the Provider's services.
   2. The Customer's actions will be in violation of the applicable laws of the Czech Republic and the EU.
   3. The Customer, despite prior notice, will breach these terms and conditions.
   4. Blocking or restriction of the Provider's services will be ordered by law enforcement authorities.

## PROCESSING OF PERSONAL DATA

1. If the customer is a natural person, their personal data is processed by the Provider, in particular the contact, payment and identification data within the meaning of 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 and repealing Directive 95/46/EC (General Data Protection Regulation, hereinafter referred to as the General Data Protection Regulation)."GDPR"), which is effective from 25 May 2018.
2. The Provider, in the position of the controller, processes the personal data provided by the Customer (if it is a legal entity, the Customer's employees) with regard to the necessity of such processing for the performance of the contract and the provision of the Service.
3. The provision of the above personal data is a contractual requirement of the Provider.

With regard to the protection and defence of the Provider's legal claims, the processing of personal data will continue for 10 years after the termination of the use of the Provider's services. The period starts on the first day of the following year.

1. The Provider will not transfer personal data to any other entities, except for the Processors listed on the Provider's website, except for the Provider's obligations set forth in a specific legal regulation.
2. The Provider may process the aforementioned personal data as well as data on the use of the Services for marketing purposes related to the provision of the Services, based on its legitimate interests.  
     
   6. The customer has the right to:
   1. Request information about the categories of personal data processing, their purpose, nature and duration of processing.
   2. Request a copy of the personal data processed.
   3. Request their data be corrected, supplemented, deleted or their processing restricted, based on the conditions set out in the relevant regulations.
   4. Object to the processing of personal data and to lodge a complaint with the supervisory authorities.
   5. Be informed in cases where there is a breach of the security of their personal data. This is where the case is likely to result in a high risk of a breach of their rights and freedoms.
3. All rights can be exercised by the Customer via the ticket system in the web administration.
4. When providing the Service, the Provider may also process the Customer's personal data as a processor. In this case, the categorization of the processed data differs according to the Service used by the Customer
5. The processing of the Customer's personal data will be carried out mainly in the form of collection, use, preview, deletion and backup, for the entire period of the Customer's use of the Provider's Services.
6. In the event that the Customer will have access to personal data of other persons when using the Provider's Services, the Customer is obliged to ensure their adequate protection in accordance with applicable legislation.
7. The Customer agrees to the Provider that if they become the Controller, or

the Processor of personal data within the Services used by the Provider, they will comply with all obligations in the protection, correctness and processing of personal data under the GDPR and the Personal Data Protection Act. In the event of a breach of this obligation, the Customer shall be liable to the Provider for all damages caused directly and indirectly.

## OTHER RIGHTS AND OBLIGATIONS OF THE PARTIES

1. The Czech Trade Inspection Authority, with its registered office at Štěpánská 567/15, 120 00 Prague 2, ID No.: 000 20 869, internet address: <https://adr.coi.cz/cs>, is competent for the out-of-court settlement of consumer disputes arising from purchase contracts[.](https://adr.coi.cz/cs) The online dispute resolution platform located at <http://ec.europa.eu/consumers/odr> can be used to resolve disputes between the seller and buyers from the purchase contract.
2. The European Consumer Centre Czech Republic, with registered office at Štěpánská 567/15, 120 00 Prague 2, internet address: [http://www.evropskyspotrebitel.cz](http://www.evropskyspotrebitel.cz/) is the contact point under Regulation (EU) No 524/2013 of the European Parliament and of the Council of 21 May 2013 on the resolution of online consumer disputes and amending Regulation (EC) No 2006/2004 and Directive 2009/22/EC (Regulation on online dispute resolution for consumer disputes).
3. The provider is entitled to sell goods and services on the basis of a trade licence. Trade control is carried out within the scope of its competence by the competent trade office. Supervision of the protection of personal data is exercised by the Office for Personal Data Protection. The Czech Trade Inspection Authority supervises, among other things, compliance with Act No 634/1992 Coll., on Consumer Protection, as amended.

## FINAL PROVISIONS

1. By sending a correctly filled in order form by the Customer, the contractual relationship between the Provider and the Customer is established and it terminates on the date of withdrawal by one of the contracting parties. Both parties are obliged to comply with these Terms and Conditions, the Price List and the law for the duration of the contractual relationship.
2. Both parties declare that they have read these Terms and Conditions, that they understand them and that they will respect and comply with them for the duration of the contractual relationship.
3. These Terms and Conditions become effective for the Customer upon submission of the Order form.
4. The Customer is obliged to regularly check for changes in these Terms and to comply with them without delay. The Provider is obliged to notify such changes but is not obliged to determine articles or points affected by the change. After notification of a change to the Terms and Conditions, the Provider and the Customer are obliged to comply with these changes.
5. The customer declares that he/she is over 18 years of age and fully capable of legal acts. They otherwise declare that the Registration, Order, and all use of the Services are made with the knowledge and consent of the legal representative. In the event of a breach of this clause, they shall be liable for any and all damages and the Provider shall have the right to immediately terminate their User Account without refund.
6. The Terms and Conditions are published on the Provider's website referred to in Article I, point 2. These addresses also contain all the information referred to in these Terms and Conditions, Price list in the order form and Order form. The Interested party agrees to these Terms and Conditions when completing the Order Form.
7. These Terms are only valid if they contain the date they were created, the effective date and are the most recent version.
8. These Terms and Conditions shall take effect on 1 July 2020. Last edited on 2.9.2023

9. The validity of these Terms and Conditions is verified below by a signed signature of the Provider, who acts in the provision of Internet and data services under the names listed in Article I, point 2

In Řícmanice on 2 September 2023

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Michal Nováček