

## **GENERAL TERMS AND CONDITIONS FOR PRESENTATION, ADVERTISEMENT, COMMERCIAL – IN THE DATABASE OF SERVER NO-1.SK**

### **I. General agreement**

1. Company FIRE CZ, s.r.o., with the registered office in Babice 556, 687 03 Babice, Czech Republic, Id. No.: 28572858, VAT No.: CZ28572858, (hereinafter called „Contractor“) is operator of internet server No-1.sk, accessible on address /URL/ <http://www.no-1.sk> (hereinafter called „Service“).
2. Party ordering the paid presentation, advertisement, commercial (hereinafter called „Ordering party“) is sole trader company or legal entity, which is ordering presentation, advertisement, commercial on the Service pages – through it is ordering individual presentation, advertisement, commercial on the web pages of Service.
3. Following the Contractor´s decision is Service paid, in accordance with the Contractor´s price list of services.

### **II. Subject of performance**

1. Registration, presentation is ordered by Ordering party by filling in order, which is accessible on the server No-1.sk. By filling in of order is confirmed agreement with General terms and conditions. Data and information stated in order must be filled truly, completely and must be actual up to date (including full identification of subject, persons with the rights to deal on behalf of Ordering party and other information). For the purposes to use services of Server is Ordering party obliged to enter only data, which doesn´t have personal character and are not in conflict with the Act. no. 101/2000 Coll. to the protection of personal data, and are necessary for the relevant data allocation. On our server are not collected any data of personal character as are defined in Act. no. 101/2000 Coll. to the protection of personal data.
2. Registration, introduced presentation, advertisement, commercial is paid service according to price list of the Service.
3. Registration, presentation is for limited period (according to the agreed time period, date), after expiration of agreed time period can be Service prolonged by new order or prolongation of the original order for the agreed time and relevant payment. Payment, settlement for registration is one-off and non-refundable.
4. Contractual relationship between the Contractor and Ordering party is beginning at the date of payment of proforma invoice. At the same time Ordering party confirms agreement with the General terms and conditions.
5. Ordering party has the right to cancel the registration at any time using the Request to cancel the registration sent to Contractor´s email address.
6. Presentation, advertisement introduced by Contractor from the materials supplied by Ordering party via the Service pages is accessible to all Internet users, via server No-1.sk and from other Contractor´s servers or his contractual partners.
7. Ordering party is solely responsible for the contain and truthfulness of data delivered to Contractor and entered to the Service.

8. Contractor reserves the right to refuse introduction and to delete the data, which are in conflict with the Legal regulations of the Czech Republic, are in conflict with good morals and are threatening social order, which are with its contain against the interests of Contractor or are in conflict with this General terms and conditions for presentation, advertisement, commercial.
9. There is no obligation for Contractor to archive presentation, advertisement, commercial in the Service pages.
10. Ordering party, by agreement with this General terms and conditions, confirms, that Contractor has the rights to send to Ordering party informative materials, emails related to the operation of Service or related services, the same as about the products of third parties.

### **III. Payment and financial conditions.**

#### **1. Presentation.**

- a) Contractor has a right to ask for payment in advance,
- b) Contractor will issue proforma invoice for ordered presentation to Ordering party,
- c) Inserted presentation is introduced within two days from the date of payment for presentation, which is defined as the date of payment settlement on the Contractor´s bank account.
- d) Ordering party covenants to pay to Contractor amount written on the proforma invoice in the maturity date. Maturity date for proforma invoice is 14 (fourteen) days from the date of delivery to Ordering party. Proforma invoice is sent in electronic version via email and as the date of delivery is considered date of sending the proforma invoice from Contractor.
- e) Contractor is obliged to issue the invoice – tax document within 15 (fifteen) days from the settlement of invoiced amount to Contractor´s bank account.
- f) Contractor will not introduc Ordering party´s presentation in the case of incomplete payment, non-possibility of payment identification or when the debt on the side of Ordering party appears.
- g) Contractor reserves the right to the one-side change of the price of Service, this changes will be informed to Ordering party via email at least one month in advance before the changes will be applied.
- h) Contractor reserves the right to one-side change of General terms and conditions, in the case of non-acceptance by Ordering party with the new General terms and conditions, may order out his presentation. In this case will Contractor refund aliquot part of payment for presentation.

#### **2. Advertisement.**

- a) Contractor has a right to ask for payment in advance,
- b) Contractor will issue proforma invoice to Ordering party,

- c) Inserted advertisement is introduced within two days from the date of payment for advertisement, which is defined as the date of payment settlement on the Contractor´s bank account.
- d) Ordering party covenants to pay to Contractor amount written on the proforma invoice in the maturity date. Maturity date for proforma invoice is 14 (fourteen) days from the date of delivery to Ordering party. Proforma invoice is sent in electronic version via email and as the date of delivery is considered date of sending the proforma invoice from Contractor.
- e) Contractor is obliged to issue the invoice – tax document within 15 (fifteen) days from the settlement of invoiced amount to Contractor´s bank account.
- f) Contractor will not introduc Ordering party´s advertisement in the case of incomplete payment, non-possibility of payment identification or when the debt on the side of Ordering party appears.
- g) Contractor reserves the right to the one-side change of the price of Service, this changes will be informed to Ordering party via email at least one month in advance before the changes will be applied.
- h) Contractor reserves the right to one-side change of General terms and conditions, in the case of non-acceptance by Ordering party with the new General terms and conditions, may order out his presentation. In this case will Contractor refund aliquot part of payment for presentation.

### **3. Commercial**

- a) Contractor has a right to ask for payment in advance,
- b) Contractor will issue proforma invoice to Ordering party,
- c) Inserted commercial is introduced within two days from the date of payment for commercial, which is defined as the date of payment settlement on the Contractor´s bank account.
- d) Ordering party covenants to pay to Contractor amount written on the proforma invoice in the maturity date. Maturity date for proforma invoice is 14 (fourteen) days from the date of delivery to Ordering party. Proforma invoice is sent in electronic version via email and as the date of delivery is considered date of sending the proforma invoice from Contractor.
- e) Contractor is obliged to issue the invoice – tax document within 15 (fifteen) days from the settlement of invoiced amount to Contractor´s bank account.
- f) Contractor will not introduc Ordering party´s commercial in the case of incomplete payment, non-possibility of payment identification or when the debt on the side of Ordering party appears.
- g) Contractor reserves the right to the one-side change of the price of Service, this changes will be informed to Ordering party via email at least one month in advance before the changes will be applied.

- h) Contractor reserves the right to one-side change of General terms and conditions, in the case of non-acceptance by Ordering party with the new General terms and conditions, may order out his presentation. In this case will Contractor refund aliquot part of payment for presentation.

#### **IV. Complaints.**

- a) Ordering party has the right to ask for immediate elimination of the errors, eventually to ask for the discount from the relevant paid service, if there error occurs on the side of Contractor.
- b) Ordering party will set up the claim in the complaints process – complaint is to be set up at Contractor in written form via authorized email.
- c) Date for set up of eventual complaint is 14 (fourteen) days from the date, when the Ordering party finds the mistake on the side of Contractor.
- d) Ordering party will be informed by Contractor in written form about the way of solving the complaint within 14 (fourteen) days from the delivery of complaint to Contractor.
- e) Caveats against the issued invoice have to be enforced by Ordering party in written form within 7 (seven) days from the delivery of invoice to Ordering party.

#### **V. Final assignment.**

- a) Points, which are not included in this General terms and conditions are conformed by the relevant acts, above all with act. no. 513/1991 Coll., Commercial law, as amended.
- b) Any interference to the technical or factual contain of the Service or any kind of its abuse is strictly forbidden.
- c) Contractual parties are obliged to inform mutually about the provided changes – for example persons in charge, contact persons, company or invoice details, etc.
- d) All letters, sent by post or by e-mails, are considered as delivered after seven days from the proven sending even in the situation, that one of the parties refused to take the letter or didn't pick up the letter from any reasons.
- e) Contractor reserves the right to change this General terms and conditions even without previous approval from Ordering party so that its latest, new and full version is introduced on the pages of Service. About the prepared change of General terms and conditions will be given notice on the pages of Service at least 30 days from the date, when the changes will come into force. Notice about the changing of General trade and conditions will be introduced for the period at least 30 days after the new General terms and conditions will come into force.

FIRE CZ, s.r.o. company is owner of domains, which are offered for rent, eventually owns the contracts which allow domains rental.

Domains are for rent for a period of 12 months from the date of payment, in every case according to the price written in the price list (see [www.no-1.sk](http://www.no-1.sk)). FIRE CZ, s.r.o. company commits itself to rent to its customers a domain with unlimited space, 5 emails, access to FTP and unlimited number of databases. Every customer has a possibility to rent unlimited number of offered domains. FIRE CZ, s.r.o. company reserves the right for exclusive placing of rented domain on the company's home server.

FIRE CZ, s.r.o. company reserves the right for immediate termination of domain rental before the end of rental period on condition, that one of the following situations occurs: serious breaking of our rules, damage of our company's name and other general reasons (for example: breaking of the restriction not to publish texts and information prohibited by the laws and legal enactments of Czech Republic, etc.).

FIRE CZ, s.r.o. company as the owner of domain reserves the right for checking of data placed on FTP rented domains and in the case of breaking of the rules reserves the right for sufficient correction (deleting, blocking, etc.) FIRE CZ, s.r.o. company at the same time declares, that data included in FTP rented domains will not be abused, backup will be done periodically and in the case of need will inform the customers about all necessary technical information.