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CONTRACTING PARTIES:

FajnCom s.r.o.

Registered office: U Schodu 122/5, 190 00 Praha 9 - Hrdlořezy
Bank details: Komerční banka
Account number: 43-4885660257/0100
Company ID: 28773195
VAT number: CZ28773195
Represented by: Jan Gregor, company executive

Hereinafter referred to as Provider

Natural person (FO)

Title:	<input type="text"/>
Name:	<input type="text"/>
Surname:	<input type="text"/>
ID number:	<input type="text"/>
PIN:	<input type="text"/>
ID:	<input type="text"/>
VAT number:	<input type="text"/>

Legal entity (PO)

Company name:	<input type="text"/>		
Represented by:	<input type="text"/>		
ID:	<input type="text"/>	VAT number:	<input type="text"/>

Address of the connection point

Town:	<input type="text"/>
Street and no.:	<input type="text"/>
ZIP code:	<input type="text"/>

Permanent address

Town:	<input type="text"/>
Street and no.:	<input type="text"/>
ZIP code:	<input type="text"/>

Billing address

Town:	<input type="text"/>
Street and no.:	<input type="text"/>
ZIP code:	<input type="text"/>

Contact

Telephone:	<input type="text"/>
E-mail:	<input type="text"/>

Hereinafter referred to as the Participant

Conclude the Contract for the provision of the electronic communications services in accordance with the law No. 127/2005 Coll. on electronic communications.

1. Subject of the Contract

Integral parts of this Contract are: the Provider's General Terms and Conditions (hereinafter referred to as the "GTC"), the Provider's Internet Services Price List (hereinafter referred to as the "Price List"), the Provider's Internet Tariff Definitions, the Provider's consent and instructions on processing personal data. The provisions contained in these documents together constitute the Terms and Conditions. If the Participant concludes this Contract in a digital way, ie by handwritten signature on the digital form of this Contract, the entire Terms and Conditions will be sent to the Participant via the e-mail address provided by the Participant in this Contract. The Participant also has the right to request the Provider to send a written (physical) version of the Terms and Conditions. The subject of this Contract is the Provider's obligation to provide the Participant with the agreed publicly available electronic communications services, or other services, and the Participant's obligation to pay the price according to the Price List properly and on time for these services. The Provider is entitled to unilaterally change the Terms and Conditions. The rights and obligations of the parties in the event of a change in the Terms and Conditions are governed by Article 2.1. c) and Article 9.10 of the GTC and the relevant provisions of the GTC.

2. Equipment lent to the Participant

Equipment provided to the Participant in connection with the subject of this Contract and installed by the Provider shall remain the property of the Provider, unless otherwise agreed. The Participant is obliged to return all provided equipment to the Provider to the address of one of the contact points no later than 15 days from the end of the contractual relationship established by the Contract, at its own expense and risk. Details concerning equipment lent to the Customer are governed in particular by Article 4 of the GTC.

3. Sanctions for breach of contract

In the event that the Participant violates its obligation to pay the price for the provided service properly and in time and is in arrears with payment longer than 10 days from due date, the Participant undertakes to pay the Provider a contractual penalty of CZK 300 for each month of delay (the number of unpaid bills does not affect the amount of the contractual penalty). However, the total amount of the contractual penalty for delay in paying the bill will not exceed CZK 5,000. This does not affect the Provider's right to statutory interest on arrears. The Provider is also entitled to charge the Participant who is in arrears with the payment of the bill the costs expediently spent on its reminder. The Participant further undertakes to pay a contractual penalty in the amount of CZK 4,000 in the event that after the termination of the contractual relationship or provision of the service does not return to the Provider the equipment provided, even within 1 month from the termination of the Contract or provision of the service, or returns it in a non-functional condition or in a condition which clearly does not correspond to normal wear and tear. This contractual penalty is payable within 3 days of the expiration of 1 month in vain from the termination of the Contract or the provision of the service. In the event of early termination, the participant concluding a fixed-term contract acknowledges that if he has been provided with a discount on the price of the service or equipment (conditional on concluding a fixed-term contract), he will be obliged to return to the Provider the discount drawn.

If the Participant has been installed at a discounted price or free of charge (conditional on concluding a fixed-term contract), the Participant acknowledges in case of premature termination of the fixed-term contract that he will be obliged to pay the Provider the amount of additional payment up to the normal installation price. In the event of termination of the contract for a definite period by termination of the Participant, Contract of the parties or termination of the Provider for reasons stated in Article 9.6 of the GTC, the Provider is entitled to charge the Participant a fee which in the case of the Consumer Participant is one-fifth of the sum of monthly fees remaining until the end of the agreed contract, or one-fifth of the sum of the minimum agreed monthly performances remaining until the end of the agreed contract duration and, in the case of a non-consumer, the sum of the monthly lump sums remaining until the end of the agreed contract duration or the sum of the minimum agreed monthly performances remaining until the end of the agreed contract duration. The Participant acknowledges that the Provider is entitled to enforce the fulfilment of monetary and other obligations with the assistance of its chosen legal representative, which may result in an increase in the amount owed by compensation for legal representation. Details are set out in the relevant provisions of the GTC.

4. Provided service

The Provider will provide the Participant with access to its Central Internet Point (IB) via a digital microwave connection terminated by an Ethernet interface. Parameters of the provided service: Details of parameters of the provided services are listed in the Price List and Definitions of the Provider's Internet tariffs and the Participant has been familiarized with them before the conclusion of this contract. After this acquaintance, the Participant orders the following service:

INTERNET SPECIFICATIONS:

Service: ECONOMY STANDARD PREMIUM _____

Public IP address: _____

Note: _____

PRICE OF THE PROVIDED SERVICE:

Price for the service per month (in CZK):

VAT 21%:

TOTAL:

Annual payment: YES NO

Note:

5. Price of the provided service

The price of the ordered service is determined by the price list for the relevant service issued by the Provider, valid as of provision of the service. The price list is available online at www.fajncom.cz in the "Downloads" section and also in the establishments (contact places) listed on www.fajncom.cz in the section "Care and support". The Participant is also entitled to request the Price List from the Provider in electronic or printed form in any manner that may be subject to the Terms and Conditions.

6. A gift for concluding a Contract for a definite period of 2 years

Upon concluding this Contract for a definite period of 2 years, the Participant is entitled to a gift, under the conditions specified in Article 10 of the GTC.

7. Duration of the Contract

This Contract is concluded when it is signed by the Participant and the Provider's representative (incl. Sales representative), or, if both are not present at the same time, by delivery of the acceptance (ie also by the other party of the signed copy of the Contract) to the Contracting Party which signed the Contract first.

- Infinitely
 For fixed period of 12 months 24 months

If the Participant does not give his demonstrable consent to the extension of the Contract for a definite period, the Contract shall conclude for an indefinite period after the termination of the Contract. Other options for terminating the Contract are listed in Article 9 of the GTC.

8. Right of withdrawal from the Contract

The Participant is entitled to withdraw from this Contract within 30 days of its conclusion without giving a reason and without any sanction. The Participant hereby gives the Provider an explicit consent to start performance under this Contract before the expiry of the period for withdrawal from the Contract. If the Participant withdraws from the Contract, he shall pay the Provider a proportional part of the agreed price for the performance provided until the moment of withdrawal from the Contract. If the Participant has concluded this contract remotely or outside the Provider's business premises, withdrawal from this Contract is valid only if the Participant hands over the withdrawal addressed to the Provider to the postal service provider no later than 14 days after the conclusion of this Contract or it is delivered to the Provider the latest the 30th day after the conclusion of this Contract. In other cases, the withdrawal must be delivered to the Provider no later than the 30th day after the conclusion of this Contract to the Provider.

9. Other important arrangements

Other important provisions are contained in the Terms and Conditions (in particular, the Contracts on service and customer support services, conditions for renewal and termination of service, the possibility of claiming defects in the service provided and complaints about billing for services provided and related deadlines, on damages and refunds to be used in case of non-compliance with the quality of service set out in the Contract or in case of interruption of service or connection, on methods of dispute resolution, on types of measures the provider may take in case of breach of network security and integrity, security of the service or when their threat or vulnerability is identified and the portability of Participant identifiers).

10. Out-of-court settlement of disputes

In the event of a dispute concerning the provided electronic communications service, the Participant may contact the Czech Telecommunication Office, www.ctu.cz, for the purpose of out-of-court settlement of the dispute. In the event of a dispute regarding other services of the Provider, the Participant may contact the Czech Trade Inspection Authority, www.coi.cz, for the purpose of out-of-court settlement of the dispute.

11. Declaration of the Participant

The Participant hereby declares that he has read the specification of the ordered services and the wording of the Contractual documentation and it is available to him, that the information specified in the Contractual Conditions was communicated to him sufficiently in advance of the Contract, had the opportunity to study it without the Provider's representative presence, questions have been satisfactorily answered and the ambiguities explained to , has read the current Price List of the Provider and takes note of it.

At: _____

date: _____

Provider:

Customer: