

The terms and conditions of OVANET a.s. as a provider of intermediary and hosting services regarding the content, application and enforcement of the contractual terms and conditions of digital services pursuant to EU Regulation 2022/2065 on the Digital Single Market and amending Directive 2000/31/EC (Digital Services Regulation) (hereinafter referred to as the "DSA Regulation").

Company information:

OVANET a.s., with its registered office in Ostrava, Přívoz, Hájkova 1100/13, Postal Code 702 00, ID No.: 258 57 568, VAT No.: CZ25857568, registered in the Commercial Register maintained by the Regional Court in Ostrava in Section B, Insert No. 2335 (hereinafter referred to as "OVANET").

Digital Services Regulation "DSA Regulation":

Regulation (EU) of the European Parliament and of the Council of 19 October 2022, number 2022/2065 on the single market for digital services and amending Directive 2000/31/EC (**Digital Services Regulation**), abbreviation DSA (Digital Services Act). The DSA Regulation is a general regulation that aims to ensure a safer digital environment where users' rights are protected, a fairer playing field is created for businesses and rules are set for the tech giants. It aims to contribute to the proper functioning of the internal market for intermediary services by setting harmonised rules for a safe, predictable and trustworthy online environment that facilitates innovation and in which fundamental rights enshrined in the Charter of Fundamental Rights of the European Union, including the principle of consumer protection, are effectively protected. This Regulation applies to intermediary services offered to recipients of a service who are established or located in the Union, regardless of the place of establishment of the providers of those intermediary services.

The DSA Regulation regulates providers of intermediary services, which are simple transmission services, caching services, hosting services and online platforms.

On the website www.ovanet.cz, OVANET offers intermediary services within the meaning of Article 3(g) of the DSA Regulation, which are simple transfer services, caching services and hosting services - cloud storage solutions for companies and institutions. These Terms and Conditions of OVANET for the provision of digital services, regulate the mutual rights and obligations of the parties in the use of these intermediary digital services. They also provide information on the measures taken by OVANET in connection with the provision of intermediary services in accordance with the **DSA Regulation and are an** integral part of each Contract concluded with OVANET a . s . for the provision of electronic communications services, or for performance related to the provision of electronic communications services, such as Internet access services, hosting services (cloud services) and caching, (hereinafter referred to as the "Contract") to the extent set out below. The content of the specific Contract under which a digital service is used under the DSA Regulation may be governed differently by any restrictions on the user by the service provider under the DSA Regulation.

These Terms and Conditions for the provision of intermediary services by the Provider shall apply in addition to the Provider's other terms and conditions governing the provision of the relevant intermediary services and shall form an integral part of any contract governing the provision of such services. In the event of any conflict between these Terms and Conditions and the Contract or other terms and conditions or contractual documents, these Terms and Conditions shall prevail.

Conditions of OVANET a.s. for the provision of digital services according to the DSA regulation:

1. Single points of contact for communication in relation to the Digital Services Regulation (Articles 11 and 12 of the Digital Services Regulation)

You can contact us at this location regarding our hosting services or report any illegal content available on our hosting services.

Our **single point of contact for Member State authorities, the Commission and the Committee referred to in Article 61 of the Digital Services Regulation (Article 11(1) of the Digital Services Regulation) and the single point of contact for recipients of our services (Article 12(1) of the Digital Services Regulation)** is:

E-mail: ovanet@ovanet.cz

You can also contact us by phone at +420 555 135 001

fax +420 555 135 199

You can communicate with us in Czech and English.

2. Transparency reports (Article 15 of the Digital Services Regulation)

In accordance with Article 15(1) of the Digital Services Regulation, we are required to publish once a year reports on the transparency of the moderation of the content in which we participate. Such a report will be available on this our website at the appropriate time.

3. "Intermediary service" within the meaning of the DSA Regulation means:

- a) "simple transmission" service consisting of the transmission of information provided by the recipient of the service over a communications network or the provision of access to a communications network;
- b) "caching" service consisting of the transmission of information provided by a recipient of a service over a communications network and involving the automatic temporary temporary storage of information, which is used only for the most efficient subsequent transmission of information to other recipients at their request;
- c) "hosting" service consisting of the storage of information provided by the recipient of the service at the request of the recipient.

The mediation service is not primarily aimed at minors. OVANET, as a provider of intermediary services, informs the recipient of the service of any significant change in the contractual conditions.

4. Illegal content:

Unlawful content' within the meaning of the DSA Regulation is any information which, in itself or in relation to an activity, including the sale of goods or the provision of services, does not comply with Union law or the law of a Member State which is compatible with Union law, regardless of the precise subject matter or nature of that law. Any processing of illegal content within the services and products provided to the customer by OVANET a.s. may result in the termination of the provision of such service or product.

5. Notification and action mechanism (Article 16 of the Digital Services Regulation)

Under Article 16 of the Digital Services Regulation, individuals and legal entities who have identified illegal content in relation to our hosting services have the option of notifying us.

If you have identified specific information within our services or products that you believe to be illegal content, please complete the [Illegal Content Reporting Form](#) for Hosting Services, which can be found at <https://ovanet.cz/narizeni-o-digitalnich-sluzbach/>. A notification under Article 16 of the Digital Services Regulation must be sufficiently precise, adequately substantiated and include the following elements:

- a) sufficiently substantiated explanation of the reasons why the whistleblower claims that the information in question constitutes illegal content;
- b) unambiguous indication of the exact electronic location of this information, such as the exact uniform URL or URLs, and, where necessary, additional information to identify illegal content depending on the type of content and the specific type of hosting service;
- c) name of the person or entity making the notification and their e-mail address (and, where appropriate, a telephone number as an optional detail), except in the case of information that is deemed to constitute one of the offences referred to in Articles 3 to 7 of Directive 2011/93/EU (information believed to relate to an offence of sexual abuse, sexual exploitation, child pornography, soliciting children for sexual purposes, or the instruction, assistance or participation in the commission or attempted commission of such offences). In these cases, or in other cases where you wish to make a non-identifiable report, you can contact us by telephone on +420 555 135 001;

- d) statement confirming that the notifier believes in good faith that the information and allegations contained in the notification are accurate and complete.

You can also make a notification by sending an email to ovanet@ovanet.cz.

We will process all notifications in a timely, diligent, impartial and objective manner; we will send you an acknowledgement of receipt of the notification and notify you without undue delay of our decision to the individual or entity that has made the notification and of any available remedies.

In the case of the provision of a hosting service fulfilling the characteristics of an "online platform" as ordered by the DSA, OVANET may proceed to moderate content within the meaning of Article 3(t) of the Digital Services Regulation. Content moderation is the activities, whether automated or not, carried out by OVANET, in particular to detect and identify illegal content or information that is not compatible with the contractual terms of the product or service, and to negotiate remedies, if necessary, including taking measures that affect the availability, visibility and accessibility of such illegal content or information, preventing access to or removing the illegal content or information, or measures that affect the ability of the recipients of the service to provide such information, such as cancelling or suspending the recipient's account.

Recipients of the Service may use the moderation process to report illegal content or request moderation by completing the form, [Moderation Request Form in relation to the Online Platform](https://ovanet.cz/narizeni-o-digitalnich-sluzbach/), which can be found at <https://ovanet.cz/narizeni-o-digitalnich-sluzbach/>. For example, if we are moderating a discussion within a particular product or service, the detailed rules for moderation are set out in the terms and conditions of that product or service. If OVANET becomes aware of information leading to a suspicion that a criminal offence threatening the life or safety of a person or persons has been, is being or is likely to be committed, it shall immediately inform the law enforcement or judicial authorities of the EU Member State concerned or the Police of the Czech Republic pursuant to Article 18 of the DSA Regulation of its suspicion. Notifications made by trusted whistleblowers under the DSA Regulation will be dealt with by our company on a priority basis.

Prohibit "dark patterns", which are elements in online interfaces that mislead or manipulate service recipients or otherwise interfere with their ability to make free and informed decisions.

OVANET may, in good faith and with due diligence, conduct voluntary investigations on its own initiative or take other measures to detect, identify, remove or disable access to illegal content.

6. Information about content restrictions in relation to the use of the service (Article 14(1) sentence 3 of the Digital Services Regulation), our internal complaints handling system (Article 14(1) of the Digital Services Regulation) and the possibilities for out-of-court dispute resolution (Article 21 of the Digital Services Regulation).

The information below regarding our internal complaint handling system (Article 14(1) of the Digital Services Regulation) and the possibilities for out-of-court dispute resolution (Article 21 of the Digital Services Regulation) applies only to recipients of services provided by OVANET.

In the event that information processed by the service recipient within the scope of the service or product provided by OVANET is illegal in content or in violation of the contractual terms between OVANET and our customer, OVANET may proceed to the following restrictions in relation to such information:

- a) any restrictions on the visibility of specific information provided by the recipient of the service, including removing content, making content inaccessible, or assigning a lower search ranking to that content;
- b) suspension, termination or other restriction of cash payments;
- c) total or partial suspension or termination of the service;
- d) suspension or cancellation of the service recipient's account.

Internal complaint handling system:

Should the recipients of our services disagree with the decision, they can lodge a complaint against OVANET's decision via our internal complaints system. Complaints can be made free of charge by sending an email to ovanet@ovanet.cz within six months of receiving the disputed decision. If we require further information to resolve a complaint, complainants may be contacted by our staff. Complaints are handled in a timely, non-discriminatory, thorough and impartial manner under the supervision of qualified staff. Once we have reached a decision, we will communicate it to the complainant without undue delay.

7. **These Terms and Conditions of Provision of Digital Services under the DSA Regulation, regulate information on any restrictions that OVANET as an intermediary service provider applies in its contractual terms and conditions**, on the basis of which the digital service under the DSA Regulation is used and is an integral part of each contract with OVANET a.s., regulating the provision of these services.

These are the following restrictions:

I. Intermediary services according to DSA regulation

For the purposes of these terms and conditions, unlawful content within the meaning of the DSA Regulation means any information which, in itself or by reference to any activity, including the sale of products or the provision of services, does not comply with European Union or national law. OVANET's brokerage service is not primarily directed at minors. OVANET, as a provider of intermediary services, shall inform the recipient of the service of any significant change in the terms and conditions.

II. Simple transmission services

1. Simple transmission services consist of the transmission of information provided by the customer over a communications network or the provision of access to a communications network. These include in particular Internet services, DNS services, VoIP. For this type of service, the Provider cannot monitor the information transmitted in any way, nor does it actively search for facts that could indicate illegal activity.
2. However, the Provider is entitled to restrict the simple transmission service if it is proven that the Customer is using it in violation of the terms of service, generally binding legal regulations or good morals. For example, Provider may prevent Customer from making harassing or malicious calls, sending unsolicited or promotional messages, disseminating and transmitting information that infringing the rights of third parties, etc. Thus, the restriction of services can only occur for the reasons mentioned above, or on the basis of an order or decision of a judicial or administrative authority. The provider may thus take action against specific content or a specific customer of the relevant intermediary service. The Provider will only take any moderation of content or any action against a specific customer of the relevant intermediary service in accordance with applicable law.
3. The Provider may also use automated tools and algorithms to identify illegal content or misuse of the intermediary service, but always allows for individual control and takes into account the rights and legitimate interests of all parties and other affected entities.
4. In the event that the Provider restricts or terminates the service, the Customer will be informed. The provisions of Article III of the Hosting Service concerning the provision of information to the Customer about the limitation and extent of the limitation or termination of the intermediary services shall apply mutatis mutandis to the simple transmission services.
5. In the case of the Internet access service, the Provider implements measures against illegal content, in particular on the basis of a decision of a judicial or administrative public authority. These decisions are taken on the basis of the relevant legislation and may most often be aimed at restricting access to illegal content. This type of restriction can mean, in particular, not being able to access a particular website. This is usually the case when a judicial or administrative authority imposes an obligation on the Provider to block a selected website on the grounds that it infringes copyright or rights related to copyright or provides illegal gambling or other illegal content.

III. Hosting Services

1. These are services that enable the storage of information provided by the customer at his request, e.g. cloud infrastructure, web hosting, etc. The provider is not obliged to monitor the transmitted/storage information or to actively search for facts/circumstances indicating illegal activity.
2. In the event that the Service Provider discovers or has credible knowledge of illegal activity or illegal content, the Service Provider shall take measures to remove the illegal content in question or to prevent access to it, if this is within its technical and operational capabilities. If the Provider is unable to do so for the reasons set out above, it shall, to the best of its ability, forward the notification to an entity likely to be technically and operationally capable of implementing the relevant restrictions or notify the notifier of the need to forward the notification of illegal content to such an entity.
3. If the Customer or any other entity comes across information that it considers to be illegal content while using the Service, it may notify the Provider. The notification must contain at least the following elements:
 - a) statement of the reasons why the marked content is illegal,

- b) exact electronic location of the illegal content, in particular the exact uniform address or addresses of the source (URL) and, where necessary, additional information enabling the identification of the illegal content,
 - c) name and email address of the notifier,
 - d) statement by the whistleblower as to the truth of the facts stated.
4. Notifications can be made electronically to the contact point address listed in the Contact Channels section. The provider shall acknowledge receipt of the notification to the notifier at that address and inform the notifier of its decision with regard to the information to which the notification relates.
 5. In the event that the Provider decides to remove certain information provided by the Customer or to prevent access to this information, it shall inform the Customer of its decision and shall duly justify its decision. The justification shall include the following:
 - a) form of the restriction (removing information, disabling access, suspending a service, suspending an account, see below),
 - b) the facts on which the decision is based, including whether the decision is based on the notification referred to above or on a decision of a judicial or administrative authority
 - c) explanation of why the information may be considered illegal content,
 - d) if the decision is based on a breach of the Terms of Service, a reference to the relevant provision of the Terms of Service that has been breached,
 - e) information on the remedies available to the customer of the service or information on the requirement to take remedial action, together with an indication of the specific time limit within which the action is to be taken.
 6. If Provider is entitled to limit the intermediary services, it may, at its discretion:
 - a) interrupt the provision of services or withdraw from the contract providing the service,
 - b) block customer access to administrator accounts,
 - c) interrupt the servers,
 - d) block servers from /to the Internet,
 - e) delete customer data, including backups, following a court or administrative decision.
 7. Provider shall be entitled to limit or terminate the intermediary services, including simple transmission services, in particular, but not exclusively, in the following cases:
 - a) customer is in material breach of the terms and conditions of the service (in particular if the service is used for illegal activities),
 - b) if serious technical or operational reasons arise, in particular if the security or integrity of the Provider's network is threatened, or if the security of the service or other services provided by the Provider is compromised,
 - c) on the basis of the authorisation specified in the contractual documentation for the service, law, decision of a judicial or administrative authority,
 - d) in the event of a state of crisis, in particular a national emergency, natural disaster or threat to national security,
 8. Provider may discontinue the provision of the intermediary service if the Customer reports its misuse by a third party.
 9. The Provider shall not be liable for damages to the Customer or any third party in connection with the limitation or interruption of service in the above cases.

IV. Contact channels

1. The Provider shall provide assistance to public authorities and natural and legal persons participants in the performance of their competences. The Provider shall therefore establish a single point of contact with the following email address: ovanet@ovanet.cz in accordance with the requirements of the DSA Regulation. The address of the single contact point is also published on the Provider's website. The Contact Point enables electronic communication with public authorities, the Commission and the European Digital Service Board. The communication languages are Czech and English.
2. The competent public authorities may, within the scope of their powers, order the Provider to take action against illegal content or to provide specific information about individual customers using the intermediary services named in such orders in order to determine whether the customers comply with applicable European Union or national rules.
3. If the applicable law allows the Provider to appeal against a decision of a public authority (regardless of whether it is an ordinary or extraordinary appeal or any other form of review), it is entirely at the Provider's discretion whether to lodge such an appeal and failure to do so shall not confer any rights in

favour of the Customer.

4. In the event of a problem or a request concerning the intermediary service provided by the Provider, the Customer may use the contact form which can be found on the Provider's website www.ovanet.cz in the Digital Services Regulation section. However, he is not obliged to do so.

V. Publication of the annual report

Each year, the Provider will issue an annual report on content moderation, which will contain summary information on content moderation - both on content moderation based on the DSA Rules and on moderation performed by the Provider during the period based on the application of the contractual terms of service. The report will be available on the Provider's website.

8. Out-of-court settlement of disputes before the authorized bodies for out-of-court settlement of disputes.

To resolve disputes relating to decisions taken under our internal complaints handling system, there is, among other things, the possibility to request out-of-court dispute resolution from a "certified out-of-court dispute resolution body" as defined in Article 21 of the Digital Services Regulation. Certified out-of-court dispute resolution bodies are impartial and independent bodies which are explicitly certified by EU Member States and which, thanks to their skills and expertise, can examine disputes submitted to them. OVANET will cooperate with the out-of-court dispute resolution body in accordance with legal requirements. However, OVANET is not bound by the decisions issued by the ADR entity. Further details of out-of-court dispute resolution will be communicated to service recipients, in some cases together with any decisions that may be appealed. The above information does not limit the rights of service recipients to pursue their claims against OVANET through legal proceedings before a competent court.

9. Terms and Conditions:

OVANET regulates the terms and conditions for the provision of the relevant product or service in relation to the Digital Services Regulation, in particular in these Terms and Conditions for the provision of digital services under the DSA Regulation, which form an integral part of the contract with the user governing the provision of the service.

The Provider reserves the right to update and change these Terms and Conditions at any time, especially due to legislative changes or operational reasons. The Provider shall inform the customers about such changes in the manner provided by law.

10. **Validity and effectiveness.** These Terms and Conditions shall come into force and effect on 17.2.2024

OVANET a.s.