

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, authorisation to conduct business in electronic communications issued by the Czech Telecommunications Office, certificate number 171 (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 **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 provides brokerage services on a contractual basis to subscribers aged 18 and over. 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](https://ovanet.cz/narizeni-o-digitalnich-sluzbach/) 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.

Content moderation is the activities carried out by OVANET, in particular to detect and identify illegal content or information that is not compatible with the terms and conditions of the product or service, and to negotiate remedies, including, where appropriate, taking measures that affect the availability, visibility and accessibility of such illegal content or information, preventing access to or removing illegal content or information, or measures that affect the ability of the recipients of the service to provide such information, such as cancellation or suspension of the recipient's account.

You may report any unlawful activity in connection with the unencrypted transmission services provided by us, or any other violation of the DSA Regulations, to us by completing the Report Any Unlawful Activity in Relation to Unencrypted Transmission Services form available at <https://ovanet.cz/narizeni-o-digitalnich-sluzbach/>.

For simple transmission and caching services (Article 4 of the DSA), OVANET provides services consisting of the transmission of information provided by the recipient of the service, in particular Internet access services, voice over Internet Protocol (VoIP) services and other signal transmission services (e.g. data circuit rental, machine-to-machine communications). As OVANET does not (a) originate the transmission for these services; (b) select the recipient of the information transmitted; and (c) select or modify the content of the information transmitted, OVANET is not responsible for the information transmitted or made available, pursuant to Article 4 of the DSA.

In the case of the provision of an information society service consisting in the transmission of information provided by the recipient of the service in a communication network, OVANET is not liable under Article 5 DSA, OVANET shall be responsible **for the automatic, temporary and transitory storage of such information**, which serves only for the purpose of a more expedient or more secure subsequent transmission of the information to other recipients of the service at their request, provided that: (a) it does not modify such information; (b) it complies with the terms and conditions of access to such information; and (c) it complies with the rules on updating the information, which are established in a manner generally accepted and used in the industry; (d) does not interfere with the permitted use of technology generally recognized and used in the industry to obtain usage data for the information; and (e) promptly takes action to remove or disable access to the information stored by it upon discovery that the information has been removed from the network at the point of initial transmission or has been disabled or ordered removed or disabled by a judicial or administrative authority.

You may report any illegal content on the hosting services provided by us by completing the Illegal Content Reporting Form in relation to the hosting services, which can be found at <https://ovanet.cz/narizeni-o-digitalnich-sluzbach/>.

This form can also be used to complain about OVANET's failure to comply with its obligations under the DSA, for example, regarding information or contacts posted or how notifications and complaints are handled. In the complaint, the complainant must state his or her name and email address for contact, indicate the connection to the Simple Transmission Service (Article 4 of the DSA) or the Hosting Service (Article 6 of the DSA), and clearly define the subject of the complaint, including what conduct of OVANET he or she perceives to be a violation of an obligation under the DSA, what specifically, and for what reason. OVANET shall assess the complaint and inform the complainant within 30 days of its submission, in the case of an incomplete complaint, of the need to complete further information, otherwise of the outcome of the assessment, including the remedy if the complaint is justified.

For the hosting service (Article 6 of the DSA), we provide customers with cloud storage services as part of our solutions for companies and institutions. However, OVANET does not provide these services with any publicly available interface that would allow the content stored by customers to be directly viewed from the

Internet, interfered with or shared with other users via the hosting services, so that individual files or data cannot be seen. OVANET does not have access to, nor does it process, customer data. In the case of the provision of a service consisting in the storage of information provided by the recipient of the service, OVANET is not obliged to store the data in accordance with Art. 6 of the DSA, shall be liable for information stored at the request of the service recipient, unless: a) it has specific knowledge of the illegal activity or illegal content and, with respect to the claim for damages, is aware of facts or circumstances from which the illegal activity or illegal content would be apparent, or b) as soon as it discovers or becomes aware of the illegal activity or illegal content, it promptly takes measures to remove the illegal content in question or to prevent access to it.

Intermediary service providers are not under a general obligation under Article 8 of the DSA Regulation to monitor the information they transmit or store or to actively seek out facts or circumstances that suggest unlawful activity. OVANET does not use automated procedures to moderate content.

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, or the public prosecutor's office of its suspicion. Notifications submitted by trusted whistleblowers in accordance with the DSA Regulation will be handled by our company on a priority basis. The provider must provide all available relevant information in the report to the competent authorities. This obligation includes: - providing the illegal content in question; - information about the location of the content and the time of its publication, including the time zone; - explaining its suspicions; and - information necessary to locate and identify the suspected recipient of the service.

"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, are prohibited.

OVANET may, in good faith and with due diligence, conduct voluntary self-initiated investigations 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.

The provider shall inform the complainant of the outcome of the complaint without undue delay, including

the reasoning behind its conclusion and guidance on possible remedies, such as alternative dispute resolution or judicial review. If the provider determines, based on the complaint, that the contested decision was incorrect, it shall revoke the decision without undue delay, for example, by restoring the provision of services to their original scope. Decisions regarding both the unlawfulness of content and its incompatibility with contractual terms may be challenged.

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 involve the transmission of information provided by the customer within a communication network or the facilitation of access to a communication network. These services primarily include internet services, DNS services, and VoIP. In this type of service, the provider cannot monitor transmitted information nor actively search for facts that might indicate unlawful activity.
2. However, the provider is entitled to restrict simple transmission services if it is proven that the customer is using them in violation of the service terms, generally binding legal regulations, or good morals. For instance, the provider may prevent a customer from making harassing or malicious calls, sending unsolicited or advertising messages, or transmitting information that infringes upon the rights of third parties. Such restrictions may only be imposed for the reasons mentioned above or based on an order or decision from a judicial or administrative authority to take measures against unlawful content. Judicial or administrative authorities may, under specific legal regulations, issue orders to combat unlawful content on the internet or orders to provide information about the recipients of intermediary services. As a result, the provider may take action against specific content or a particular customer of the relevant intermediary service. The provider must inform the authority that issued the order without undue delay about its execution. If the nature of the order does not prohibit it, for example, due to confidentiality in criminal matters, the provider must also inform the affected service recipient about the execution of the order, including the reasoning. This information must be provided at the latest at the time of execution or at the time specified by the authority that issued the order. The provider shall carry out any content moderation or measures against a specific customer of the relevant intermediary service strictly in compliance with applicable legal regulations.
3. If the provider restricts or terminates a service, the customer will be informed accordingly. The affected user must receive an explanation no later than the day the restriction is imposed. The provisions of Article III on Hosting Services, which pertain to informing the customer about the restriction and the extent of the limitation or termination of intermediary services, shall apply accordingly to simple transmission services.
4. In the case of internet access services, the provider enforces measures against unlawful content primarily based on decisions by judicial or administrative authorities. These decisions are issued under relevant legal regulations and typically aim to restrict access to unlawful content. This type of restriction may involve, in particular, blocking access to specific websites. Such cases generally arise when a judicial or administrative authority mandates the provider to block a particular website due to violations of copyright or related rights, illegal gambling operations, or other unlawful content. The affected user must receive an explanation no later than the day the restriction is imposed.

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), and where applicable, the territorial scope of the decision and its period of validity
 - b) the facts on which the decision is based, including whether the decision was taken on the basis of the notification referred to above or, where appropriate, on the basis of a decision of a judicial or administrative authority or on the basis of a voluntary own-initiative investigation, and, if necessary, the identity of the notifier;
 - c) an explanation as to why the information may be considered as unlawful content, referring to the relevant legal basis;
 - d) where 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 and an explanation of why the information is considered incompatible with the relevant provision(s);
 - e) information on the remedies available to the customer of the service, in particular through any internal complaint mechanisms, out-of-court dispute resolution and judicial redress, 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.

The information provided by the hosting provider in accordance with this paragraph shall be clear, easily understandable and as precise and specific as possible in the circumstances. In particular, the information shall be such as to reasonably enable the recipient of the service concerned to effectively pursue the remedies available.

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.

Forms for reporting any unlawful activity in relation to the free transmission services, which can be found at <https://ovanet.cz/narizeni-o-digitalnich-sluzbach/>. You may report any illegal content on the hosting services provided by us by completing **the Illegal Content Reporting Form** in relation to the hosting services, which can be found at <https://ovanet.cz/narizeni-o-digitalnich-sluzbach/>.

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. Submitting a request for out-of-court dispute resolution is free of charge for users.

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. The Czech Telecommunications Office (<https://ctu.gov.cz/>) has been designated as the coordinator of digital services in the Czech Republic.

Any user has the right to lodge a complaint with the Digital Services Coordinator if they believe that the DSA Regulation is being breached. The complaint can be submitted to the CTU in person, by mail or electronically to the e-mail box podatelna@ctu.cz, to the data box ID: a9qaats or via an online form. The CTU notes that in order for a complaint to be processed, it must relate to a breach of one of the obligations under the DSA Regulation. The complaint does not serve to resolve disputes between the user and the provider regarding the nature of the (un)deleted content or between users.

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

OVANET a.s.