

**Contract No. . . . . on the provision  
of telecommunications services from date .....**

Name of the participant:		IČO:	DIČ:
Juridical	Street:	No.:	
address:	City:	ZIP:	
Phone:	Fax:	E-mail:	
Bank connection:		Account No:	
represented by			
Name and Surname:			
Title:	Position:	Mobil No.:	
Direct phone:	Direct fax:	Direct e-mail:	

hereafter referred to simply as „Participant“, as one party and BestCall s.r.o., Ruzyňská 582/61, IČO: 27373193, DIČ: CZ27373193, bank connection: ČSOB account No.: 197876857/0300, hereafter referred to simply as " BestCall s.r.o.", represented by Petr Vaculík as the other party conclude this contract in the following reading:

**1. Subject of the contract**

1.1. BestCall s.r.o. provides Participant with telecommunication services in the context of local and international calls. Participant uses this service and pays for it in accordance with the financial conditions of this Contract. Access of Participant to the service of BestCall s.r.o. is realized by means of our BestCall program /„CPS“/. Service „CPS“ is accessible from any telephone or facsimile machine with tone dialing.

**2. Duties of the parties**

Both parties undertake to abide by the following conditions for the period of force of this Contract:

**BESTCALL S.R.O. undertakes:**

2.1. After concluding of this contract to provide Participant an access telephone number that ensure for him the access to the service „CPS“ during three working days. The validity is limited by the validity of this Contract. Access to the service „CPS“ can be suspended if Participant does not abide by the maturity dates of the invoices.

2.2. To manage the personal account of Participant and to record to it all incoming financial resources and expenditures. The expenditures and payments of Participant set down in the personal account include VAT.

2.3. To send an invoice to Participant for the actual numbers of phoned minutes always no later than 25 days after the ending of given one month accounting period.

2.4. To provide the detail bill for given accounting period upon the Participant request. The detailed bill is available for free per one accounting period in case, when amount of invoice is higher than 250 CZK. When amount of invoice is lower than 250 CZK, customer pays 30 CZK for receiving of detailed bill.

2.5. To inform Participant of changes of tariff for service „CPS“, the conditions of the provision of the services and the means of payment, before they become valid.

2.6. To remove defects arising in the BestCall s.r.o. equipment as soon as possible, however always within five working days. If it is technically possible, to do the same within the same deadline in the event that the defect is caused as a result if operating circumstances preclusive of responsibility under section §374 of the Commercial Code (Act of God).

**Participant undertakes:**

2.7. To satisfy all the conditions and rules of the service „CPS“ provided, as set forth in this Contract, all of its Appendices and Addenda, which are an integral part of this Contract.

2.8. To pay for the service provided in accordance with the invoices rendered.

2.9. Upon a personal agreement to pay within seven days of signing of this Contract a one-off deposit of CZK ..... for opening the personal account of Participant , which will be entered in the personal account of Participant.

2.10. To notify the company BestCall s.r.o. in writing for the entire period of the validity of the Contract of a change of identification information of Participant, including addresses of residence or

registered office, addresses to which invoices should be sent, the title or name, legal form, telephone and bank details, Business Identification No., Tax Identification No., no later than seven working days after such a change is made.

2.11. To provide BestCall s.r.o., upon request, documents of identification.

2.12. To include the telephone numbers on which Participant will apply for access to the service „CPS“.

**3. Prices and payments**

3.1. The prices of the services are set forth in the price list of the services which is present on the www.bestcall.cz “Price list”.

3.1.1. All prices mentioned in CZK per one minute (with VAT 19%). Tariff-interval is of thirty seconds after first one minute called. During local call is tariff-interval of one minute after first two minutes called.

3.2. Payment conditions:

3.2.1. Within seven days of signing of this Contract Participant pays upon a personal agreement a one-off deposit, which must be entered in his personal account.

3.2.2. After the end of the monthly accounting period BestCall s.r.o. makes out a general summary of accounts free of charge to Participant, which includes all the requisite tax documents for the payment of amounts to the level of the prices of the services provided.

3.2.3. Participant pays the accounted amounts according to Article 3.2.2. no later than 15 days from the making out of the account. It is possible to carry out payment by transfer from the bank account on BestCall s.r.o. No. 197876857/0300 or to pay in cash.

3.2.4. Before the end of the accounting period BestCall s.r.o. shall be obliged to send Participant to the address of the last notification of to hand over to Participant directly tax documents and reasons for the demand for the immediate payment of the amount owed if BestCall s.r.o. had reasonable ground for suspecting that Participant is abusing the services offered in accordance with points 2.8. – 2.12., does not settle the invoiced amount of is allowing a third party to abuse the services.

3.2.5. The obligation of Participant to pay the accounted amount is fulfilled at the moment the appropriate amount is entered in the BestCall s.r.o. account.

3.3. BestCall s.r.o. shall return possible surplus payments after the inclusion of outstanding debts to Participant by the end of the accounting period after the appearance of such surplus payments.

**4. The collection and use of information about participants**

4.1. BestCall s.r.o. is authorized to collect personal information about Participant (such as Business Identification No., Tax Identification No., juridical address, Bank connection) necessary for his registration in the system and to use such information in accordance with the rule of law of the Czech Republic for the purpose of operating service „CPS“.

4.2. BestCall s.r.o. undertakes to handle personal data and information regarding Participant only in accordance with Article 4, will ensure appropriate confidentiality in accordance with the law

and, excepting cases laid down by the law or agreed on with Participant, will not communicate such information to a third party.

**5. Sanctions**

5.1. Should Participant find himself in arrears with the payments of the accounted prices for the services offered, BestCall s.r.o. is authorized to account him from the day following the day the arrears began a contractual fine of 0.1% of the original owed amount per day. Participant shall be obliged to pay the contractual fine within the accounted deadline of maturity containing the contractual fine.

**6. Claims**

6.1. Participant is obliged to submit possible claims or objection against the level of the charge in writing by the day of maturity. The submission of a claim or objection against the level of the charge does not absolve Participant of the duty to settle the account by the day of maturity.

6.2. Claim shall be seen to according to deadline corresponding to their complexity and the technical or administrative difficulty of the claim in question, i. e.:

6.2.1. simple claims, for instance an objection against the level of the charge which does not require technical investigation, within 15 calendar days,

6.2.2. more complex cases of claims, for instance an objection against the level of the charge which requires technical investigation, within 30 calendar days.

**7. Length of the Contract**

7.1. The Contract comes into force and operation on the day it is signed by both contractual parties and concluded for an indefinite period.

7.2. Participant may withdraw from the Contract in writing:

7.2.1. if BestCall s.r.o. changes the conditions of the service „CPS“ provided within 14 days form delivery of the change of conditions. The period of notice is 14 calendar days and begins to run on the day the notice is delivered to BestCall s.r.o., or

7.2.2. without citing reasons within the deadline of a month which begins running from the first day on the month following which BestCall s.r.o. receives the notice.

7.3. Withdrawal from the Contract does not release Participant from the duty to pay BestCall s.r.o. all amount owed.

7.4. BestCall s.r.o. may withdraw from the Contract in writing, by registered post, with period of notice of 20 days.

7.4.1. in the event of Participant not paying the amount owed by the maturity date,

7.4.2. in the event of existence of reasonable grounds for suspecting that Participant is abusing the service.

7.5. The deadlines for notice set forth in Articles 7.2. and 7.4. begun to run on the day of delivery to Participant or on the day when an

ineffective attempt is made to deliver.

**8. Responsibility for damage**

8.1. BestCall s.r.o. shall be responsible for damage caused as result of the infringement of other legal duties than those set forth in the conditions for the provision of the service „CPS“, only is such an infringement took place because of the gross negligence of its employees or the contracted business representatives of BestCall s.r.o..

8.2. BestCall s.r.o. is not responsible for:

8.2.1. damage which arises as a result of an infringement perpetrated by the local telephone operator,

8.2.2. profit lost.

**9. Change and validity of the conditions of the service „Line 1023“**

9.1. BestCall s.r.o. shall be authorized to change the conditions of the provision of the service „CPS“. BestCall s.r.o. shall be obliged to send the new wording of the conditions to Participant in writing no later than 20 days before they come into existence.

9.2. Conditions of the provision of the service „CPS“ are valid for the entire period of the contractual relationship and possibly after its termination, and that up until the full settlement of all the rights ensuing from it.

**10. The law and court jurisdiction**

10.1. This contract abides by the rule of law of the Czech Republic.

10.2. Relationships arising on the basis of this contract shall abide by Acts 513/1991 Coll. Of the Commercial Code, as amended.

**11. Common and concluding regulations**

11.1. Written form is taken to mean legal operations delivered by post, courier or fax.

11.2. In the event of doubts regarding whether the service has been provided, the extract from the operations center shall be decisive.

11.3. The Czech text of the Contract is binding.

11.4. This Contract was drawn up in two copies (one for each party), each with the same legal validity. Any previous written of oral Agreements are regarded as invalid after the signing of this Contract. All amendments to this Contract must be drawn up in written form. This Contract contains two pages.

In ..... on .....

.....  
.....

Participant

BestCall s.r.o.

Detailed bill:	<input type="checkbox"/> no	<input type="checkbox"/> yes		
Contacted by:	<input type="checkbox"/> fax	<input type="checkbox"/> e-mail	<input type="checkbox"/> post	<input type="checkbox"/> personally

Mail address:

address of the place of business:

following address:

Name:	
Street:	No:
City:	ZIP:

Telephone numbers on which access to the service „CPS“ has been applied for:

<input type="text"/>	<input type="text"/>	<input type="text"/>
<input type="text"/>	<input type="text"/>	<input type="text"/>