

1. Initial provisions

1.1. Terms and Conditions for the provision of TecoRoute service provide basic technical, operational, organizational and commercial conditions for the provision of this service by Teco a.s.

1.2. By ordering TecoRoute service both customer and provider express their commitment to adhere to these terms as they would be enclosed in a signed contract in printed form.

1.3. The provider of the TecoRoute service is company Teco a.s., Havlíčková 260, Kolín IV, 280 02 Kolín, Czech Republic, ID: 46357301, registered in registered in the Commercial Register of the Municipal Court in Prague Section B, File 2636.

1.4. Customer of the TecoRoute service is an individual or legal entity that uses the TecoRoute service.

1.5. TecoRoute service is a set of services that allow communication with the PLC Tecomat over the Internet. Basic services include remote management systems TECOMAT and access to websites Tecomat PLC systems via Internet connection.

1.6. TecoRoute service is available at <http://tecoroute.geostore.cz/portal/> (non-secure connection) or <https://tecoroute.geostore.cz/portal/> (secure connection).

1.7. The current prices for the provision of TecoRoute services are listed on the website of the company Teco a.s.

2. The account registration and start of service providing

2.1. The provider enables the customer to register his account. To open an account it is necessary to provide the following information:

Information about the company
- Company name
- Company address
- ID registration number
- VAT registration number

Information about the account administrator

- Name, surname, title of account administrator
- E-mail and telephone account administrator,
- Expected number of PLC that will be remotely accessible through the TecoRoute service.

2.2. After completing the registration form the confirmation of receiving the request to create an account is sent on the e-mail of account administrator. This request must be approved by the provider.

2.3. For the purposes of TecoRoute account registration the customer is obliged to submit to the provider complete and truthful information. The customer is fully responsible for the accuracy and completeness of the data entered and announcements of any changes to provider. Provider processes that data by Act No.101/2000 Sb. about the protection of personal data.

2.4. If the provider approves the customer's account, the account is activated and it is possible to start using it. Information about the account activation is sent by email back to the person who asked the opening an account.

2.5. Provider shall provide services for activated TecoRoute account, shall provide supervision and technical support.

3. Terms of TecoRoute service operation

3.1. The provider ensures the operation of the service TecoRoute in 24/7 regime (24 hours a day, 7 days a week).

3.2. Permitted system prophylaxis (ie, the necessary hardware and software maintenance services) which may cause interruption or restriction of the operation of the service is 1x a week on Sundays from 22h. the maximum extent of four hours.

3.3. Provider has the right on the allowed downtime in providing services to significant changes in HW and SW services 4 times a year in the range of 8 hours at night. The planned interruption of service provider is obliged to report on its website no later than 48 hours before its commencement.

3.4 The temporary reduction or interruption may occur in the operation of the service. The provider shall make all possible efforts to remove faults in the shortest possible time.

3.5. Provider is not responsible for the interruption or reduction of service due to the acts of third parties, force majeure or due to failure on third-party devices (such as power outages, telecommunications links, etc.).

3.6. Provider is not liable for any financial loss, material or other nature, caused by malfunction of services, their damage or loss of data. In case of failure or unavailability of the service provider's liability is limited to the amount already paid the fee for the service in a given year.

4. The rights and obligations of the customer

4.1. The customer has the right to uninterrupted use of the TecoRoute service 24/7 according to the conditions set out in article 3

4.2. The customer is entitled to report faults or shortcomings service to call technical support, stated on the website of the provider.

4.3. Customer is not allowed to use TecoRoute service for:

a. Offering or disseminating content which is in conflict with the law and the applicable international conventions to which the Czech Republic is bound.

b. Promote of suppression of constitutionally guaranteed fundamental rights and civil liberties of individuals, groups or nations.

c. Operating a website whose content is contrary to good manners, offer or distribute illegal pornographic material.

d. Run applications which can cause unreasonably stressful traffic on TecoRoute (eg excessive or inappropriate use of file transfer, inadequate communication of Web applications, etc.).

e. Violate of copyright and other rights of third parties, including intellectual property.

f. Use and disseminate tools that would threaten the security of the Internet.

g. Send out unsolicited information to third parties, unsolicited mass mailings (spam), or to perform any other activity that would bother third parties and would disrupt their rights.

h. Impair the security and functionality of provider's servers or even try it.

i. Not to disclose information that could harm the provider or his reputation.

4.4. Customer is responsible for damage caused by intentional or unintentional unauthorized use of the TecoRoute service.

4.5. The customer is obliged to pay the price for the service provided by TecoRoute pursuant to Article 6

5. The rights and obligations of the provider

5.1. The provider has a duty to ensure the continuous provision of TecoRoute service in regime 24/7, as specified in article 3

5.2. The provider is entitled to payment for the service provided TecoRoute pursuant to Article 5

5.3. The Provider is entitled to immediately suspend the operation of customer service, if the customer violates any of the provisions of paragraphs 4.3 and 4.5.

6. The price for services and payment terms

6.1. The price for services is determined by a range of providers published on the website of the provider, or individual offer, valid on the day of the order by the customer.

6.2. The date of fulfilment of the payment obligation is the day of debiting the customer's account in favour of a provider when paying through a bank or the day, when the corresponding amount in cash was transferred to provider.

6.3. In case of delay, the customer is obliged to pay interest 0.1% of the amount due for each day.

6.4. If the customer is in delay with either total or part of payment the provider is entitled to suspend the operation of the services provided.

7. Termination of contract

7.1. The contractual relationship between the provider and the customer is concluded for an indefinite period.

7.2. The customer and the provider are entitled to terminate the contract without giving any reason. The notice period is one calendar

month, beginning the first day of the calendar month following the date on which the notice was delivered to the other side.

7.3. If the customer decides to terminate the service and has already prepaid a further period, he is not entitled to be refunded by any sum which is already paid for a period even it is not used or will not be used.

7.4. If the operation is terminated by the service provider, the customer is entitled to a proportional refund of the annual fee for the unused period. Entitled to a proportional refund of the fee for the unused period the customer does not arise if the operation of the service termination results due to violation of Customer's obligations referred to in Article 3 of these terms and conditions.

7.5. Termination of the contract does not affect the provider's claim for payment of all amounts owed for services ordered.

8. Final provisions

8.1. Provider and Customer consider confidential all information concerning the other party arising

from this contractual relationship, and this information will not communicate or make available for third party without the written consent of the other Party. The obligation of confidentiality shall be valid for a period of 3 years after the termination of the contract. The obligation of confidentiality shall not apply to:

- Information that was entered into between the parties to the contract;
- The conditions for the provision of services;
- Providing identification data and operational documents that may be subject to commercial confidentiality, to law enforcement authorities or court proceedings in the court proceedings between the customer and the provider;
- Information requested by courts, administrative bodies, enforcement agencies or auditors for statutory purposes.

8.2. The Provider is entitled to place the customer in its list of reference customers.

8.3. Provider reserves the right to change the text of these terms and conditions. The provider is obliged to inform the customer about changes in contractual terms at least one month in advance, in suitable form, such as on provider website, e-mail notification on the invoice, etc.

9. Recommendation

9.1. Customer is fully aware that there may be a outage of TecoRoute service and thus the communication with the application in the PLC Tecomat.

9.2. Provider strictly recommends creating the software applications in the PLC Tecomat that utilizes TecoRoute for remote data transmission and control applications, to take into account the potential loss of communication so to minimize or eliminate a possible impact of this loss of communication.

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