



## TERMS OF SERVICE FOR SUPPLY OF LOW-VOLTAGE ELECTRICITY

### Article I. Preamble

1. These Terms of Service for Supply of Low-voltage Electricity ("**ToS**") constitute an integral part of the Agreement on Bundled Low-voltage Electricity Supply Services ("**Agreement**"), which is to be entered into after 1 January 2016. The ToS define additional rights and duties of Pražská plynárenská, a.s. ("**Trader**") and customers in the Retail – Residential segment or the Retail – Small Business segment ("**Customer**").
2. The rights and duties of the Parties are subject to laws of general application of the Czech Republic, particularly Act No. 89/2012 Coll., the Civil Code, as in effect ("**Civil Code**"), and Act No. 458/2000 Coll. on the Conditions for the Conduct of Business and Public Administration in the Energy Sectors, as in effect ("**Energy Act**" or "**EA**").
3. A Customer in the Retail – Residential segment is a natural person who consumes electricity for his personal needs relating to the use of a dwelling or the needs of his household. A Customer in the Retail – Small Business segment is a natural or legal person who consumes electricity for business purposes.
4. Distribution services are provided by the Trader in accordance with the distribution system connection agreement, which the Customer enters into with the local distribution system operator ("**DSO**"), and in accordance with the Distribution Network Code ("**Distribution Network Code**").

### Article II. Price

1. The price means the price for bundled electricity supply, which comprises:
  - a) the **regulated component of the price**, which comprises:
    - aa) the price for electricity distribution, which includes network costs based on the power rating of the main circuit breaker installed before the electrical energy meter, the fee for the quantity of electricity distributed at the high rate in CZK/MWh, and the fee for the quantity of electricity distributed at the low rate in CZK/MWh,  
  
The foregoing prices are published by the Energy Regulatory Office ("**ERO**") by means of price decrees. Amounts charged by individual distribution companies may differ,
    - ab) the price for system services set as a fixed fee in CZK/MWh,
    - ac) the fee for services of the market operator, OTE, a.s., set as a fixed fee in CZK/supply point/month,
    - ad) the price component supporting electricity from subsidized energy sources for supply and transfer points connected to the distribution system at the low-voltage level based on the power rating of the main circuit breaker installed before the electrical energy meter and all distribution rates in CZK/A/month.  
  
The foregoing prices are published by the ERO by means of price decrees. Price decrees are posted at [www.ero.cz](http://www.ero.cz),
  - b) the **non-regulated component of the price** referred to as the electricity supply fee, which comprises:
    - ba) the regular monthly fee for a supply point in CZK/month,
    - bb) the price for supplied electricity, that is the price for consumed electricity at the high rate in CZK/MWh and the price for consumed electricity at the low rate in CZK/MWh.  
  
The electricity supply fee is specified in the Trader's Price List, which shows the current sales prices for electricity ("**Price List**"),
  - c) taxes, which include electricity tax and value added tax ("**VAT**") at the statutory rate laid down in laws of general application.

2. The price for bundled electricity supply is calculated using the method laid down in the Price List.
3. Based on arrangements with the applicable DSO, the Customer has the right to select the distribution rate subject to the fulfillment of conditions laid down in the current ERO Price Decree.
4. If the Customer is classified in the Retail – Small Business segment, the Customer must present to the Trader a permit to purchase electricity exempt from electricity tax, provided that the Customer holds such a permit and claims an exemption from electricity tax ("**Permit**"). Moreover, the Customer must inform the Trader if the Permit expires or is cancelled, no later than on the second working day after the expiration or cancellation of the Permit. If damage is incurred by the Trader as a result of a violation of the foregoing duties, the Customer must compensate the Trader for such damage.

### Article III. Billing and Payment Terms

1. The Customer must pay the price for bundled electricity supply in an ongoing manner by means of prepayments.
2. The value of the prepayment for the first billing period is set by the Trader in consideration of substantiated expectations regarding consumption during the applicable billing period, where the prepayment totals, as a minimum, the sum of monthly network power rating fees and the regular supply fees during the applicable billing period; the value is specified in the Agreement.
3. The Trader is entitled to set the frequency of prepayments and to adjust their amount based on actual electricity consumption in previous billing periods or in response to developments that affect the billed amount (for example, change in prices or tax regulations), unless the Parties agree otherwise.
4. The amount and due dates for prepayments are specified in the Prepayment Overview, which is enclosed by the Trader with the Agreement. In the event that the Customer enters into the Agreement on the grounds of a supplier switch, the Trader will send a Prepayment Overview to the Customer after the supplier switching process is completed within the meaning of laws of general application. The Trader sends a Prepayment Overview to the Customer separately after every billing if the Customer is classified in the Retail – Small Business segment. If the Customer is classified in the Retail – Residential segment, the amount and frequency of prepayments are specified in individual invoices ("**invoice**").
5. The price of bundled electricity supply is billed based on data measured by a metering device ("**electrical energy meter**") transmitted to the Trader by the applicable DSO in accordance with laws of general application that lay down detailed requirements for measuring electricity consumption and the transmission of technical data ("**electricity meter reading**").
6. If the DSO provides this service and the Trader and the Customer agree to the extraordinary billing of bundled electricity supply services carried out based on the self-reading of the Customer's electricity consumption for a period other than the period ended with regular electricity meter reading where data for billing purposes are sent (billing data), but the Customer fails to deliver self-reading data in the format required by the DSO no later than at midnight on the first working day after the end of the last calendar month in the period for which extraordinary billing is agreed, or if data required by the DSO and provided by the Customer are erroneous or incomplete, the Trader is under no obligation to issue an invoice for a period other than the regular billing period for which meter readings are taken by the DSO. Data for billing based on self-reading according to this paragraph are sent by the Customer to the Trader by e-mail at [callcenter@ppas.cz](mailto:callcenter@ppas.cz), using an online form, by telephone at the Customer Service Line at 800 134 134 or at 267 056 705, in person at the Trader's branches, and/or by SMS text message sent to 720 002 922.
7. Electricity supplied during a preceding billing period is billed to the Customer by means of an invoice, which must contain information required under laws of general application. A billing period is delimited by regular and extraordinary meter readings carried out by the applicable DSO within the meaning of laws of general application.
8. An invoice does not have to contain the Trader's stamp or signature. Invoices are issued in paper form as well as in electronic form if consented to by the Customer.
9. An invoice settles all prepayments made by the Customer up to the meter reading specified in the invoice. In the event that the settlement of prepayments results in an underpayment, the Customer must pay the balance due to the Trader no later than on the due date stated in the invoice. For the purposes of the Agreement, the due date is the day by which a sum must be credited to the Trader's bank account specified in an invoice under the variable symbol of the applicable invoice. In the event of an overpayment, the Trader refunds the overpayment to the Customer no later than on the due date stated in an invoice provided that the Customer has no unpaid financial obligations to the Trader. In the event of unpaid financial obligations, an overpayment is set off against such obligations, unless otherwise agreed by the Parties. The Trader may settle any overpayment that does not exceed CZK 100 in the following billing period.
10. Payments by bank transfers are made using the variable symbol and account number stated in the applicable invoice or in the Prepayment Overview. If the Customer makes a payment using the wrong variable

symbol or sends a payment to the Trader's bank account other than specified in an invoice, the Trader has the right to return the payment to the Customer. If the Customer is late in paying an invoice or a prepayment as a result of the foregoing, the Customer must pay the Trader late payment interest in accordance with Article IX, Paragraph 1 of the ToS until the balance due is duly paid.

11. In the event of a change in the frequency and method of taking meter readings or in the event of a price change, the Trader has the right, without the Customer's consent, to change the duration of the billing period, subject to compliance with the law.

12. The Trader is entitled to issue a corrective invoice (credit note or debit note) for an original invoice, if the original invoice contains errors caused by incorrect meter reading, electrical energy meter malfunction, the use of the wrong price, typing or calculation error, incorrect specification of the billing period, or incorrectly stated regulated component of the price.

13. In the event that the Customer has doubts regarding the accuracy of an invoice, the Customer is entitled to file a claim with the Trader in writing or in person within 30 days after the delivery of the invoice. If the Customer fails to file a claim within the foregoing period, the Trader may reject a claim filed thereafter. The Trader must process a claim filed by the Customer without unnecessary delay. A claim does not have a suspensive effect as regards the due date of an invoice, unless otherwise agreed by the Parties. A claim must specify the following:

- a) identification of the person who makes the claim, including the person's handwritten signature,
- b) information on the claimed invoice,
- c) description of the claimed facts, including substantiation of the claim.

A written claim is filed by the delivery thereof to the Trader's address specified in the Agreement.

14. Upon the entry into the Agreement, or thereafter in consideration of the circumstances, the Trader is entitled to request the Customer to pay a security deposit. The Trader is entitled to request a security deposit in the amount of a triple of the amount of a monthly prepayment.

In particular, the Trader has the right to request a security deposit if the Customer has exhibited a lack of payment discipline in the framework of a previous contractual arrangement with the Trader or is repeatedly late in making payments in accordance with the Agreement, if the Customer is the debtor of other natural or legal persons, if the Customer's permanent address or registered office is located abroad, etc. The Trader will issue a receipt to the Customer certifying the payment of a security deposit. Where applicable, interest accrued on a provided security deposit will be retained by the Trader and used to cover account maintenance costs.

A security deposit as per this paragraph serves as a security in the event that the Customer fails to comply with the payments terms and a payment the Customer is to make to the Trader is overdue. A failure to pay a security deposit is considered a gross violation of the duties arising under the Agreement. In case that the Parties agree to the duty on the part of the Customer to pay the Trader a security deposit prior to the beginning of electricity supply, the Trader's duty to begin electricity supplies only takes effect after the security deposit is paid. A security deposit does not have the nature of a pledge within the meaning of Section 1808 of the Civil Code. The Trader is entitled to set off the security deposit as per this article against its due receivables from the Customer. The Trader will carry out setoff in case that the Agreement terminates due to the reason laid down in Article VI, Paragraph 3, Subsection b) of the ToS or due to another reason if the final settlement of prepayments results in a balance due. The Customer will be informed that setoff has been carried out as per the foregoing in the final invoice. The security deposit, in full or the amount thereof that has not been set off, will be refunded to the Customer after the termination of the contractual arrangement, within 30 days after the issue of the final invoice. The Parties may agree to a change in the amount of the security deposit at any time while the Agreement remains in effect. The Trader may return the security deposit to the Customer at any time while the Agreement remains in effect.

#### Article IV. Delivery Terms

1. Electricity is supplied in accordance with the terms and conditions laid down in the Agreement and the Customer's needs in accordance with the reserved wattage as per the power rating of the main circuit breaker installed before the electrical energy meter agreed by the Customer and the DSO. Electricity is deemed delivered upon the transmission of electricity from the applicable distribution system to the Customer's supply point via the electrical energy meter owned by the applicable DSO. Delivered electricity is measured starting from the initial reading of the electrical energy meter determined by the applicable DSO, starting from the electrical energy meter reading ascertained during an electricity supplier switch, or starting from the electrical energy meter reading ascertained during a change of the person consuming electricity at the applicable supply point.

2. Measuring the amount of delivered electricity and assessing and transmitting metering results and other data necessary for billing supplied electricity is the responsibility of the applicable DSO in accordance with the Energy Act, laws of general application, and technical regulations that lay down details regarding electricity metering and the delivery of technical data.

3. The Customer may select any product from the Price List as long as the Customer meets the applicable requirements for being assigned the product. A change of product may be made subject to the fulfillment of all relevant requirements.

4. The Trader must:

- a) supply electricity to the Customer's supply point specified in the Agreement; electricity quality must conform to requirements laid down in laws of general application,
- b) secure related electricity supply sector services in its name and on its account,
- c) assume liability on behalf of the Customer for imbalances in accordance with laws of general application.

5. The Customer must:

- a) pay the Trader costs related to interrupting, restoring, or terminating the supply of electricity,
- b) consume electricity only via the electrical energy meter installed by the applicable DSO or a person authorized by the DSO,
- c) maintain its electricity supply facilities ("ESF") in a condition which is compliant with laws of general application and technical standards and rules, and which allows the safe and reliable supply of electricity and prevents the same from endangering the lives, health, and property of persons,
- d) communicate with the applicable DSO regarding any changes in the technical conditions at the supply point, such as changes of installed appliances, changes concerning the connection of a local source of electricity, etc. If changes are approved by the applicable DSO, the Customer may request an amendment to the Agreement,
- e) observe, during a state of emergency and while preventing or repairing the consequences of a state of emergency, measures and information pertaining to announcements of regulatory measures in accordance with laws of general application, and proceed, in preventing a state of emergency, during a state of emergency, and while repairing the consequences of a state of emergency in the electricity supply sector in accordance with the applicable laws of general application, where the Customer must tolerate electricity consumption restrictions or changes in the supply of electricity. During a state of emergency and while preventing the incidence of a state of emergency, the right to damages and compensation for loss of profit is ruled out,
- f) provide the applicable DSO with access to the electrical energy meter and non-measured parts of ESF for the purpose of installing or removing the electrical energy meter, taking meter readings, and performing maintenance, replacement, and inspections of the electrical energy meter,
- g) refrain from any tampering with the electrical energy meter and the connections thereof, protect the electrical energy meter from damage or theft, and immediately inform the Trader and the applicable DSO of damage or other defects in the electrical energy meter, including damage to measures securing the electrical energy meter from being tampered with, if such damage is ascertained, particularly damage to or loss of official or operating seals and labels. If the Customer has doubts regarding the faultless functioning of the electrical energy meter or if a defect in the electrical energy meter is ascertained, the Customer is entitled to request the Trader in writing to test the electrical energy meter. A request for a test of the electrical energy meter does not release the Customer from the obligation to pay prepayments and invoices for consumed electricity by the applicable due dates.

#### Article V. Origination, Amendments, and Agreement Term

1. The Agreement is always entered into in writing.

2. The Agreement can be entered into for a fixed term or for an open-ended term. Unless expressly specified otherwise in the Agreement, the Agreement is entered into for an open-ended term.

3. Prior to entering into the Agreement, the Customer must inform the Trader of the technical conditions for the connection of ESFs, particularly the distribution rate, and the power rating of the main circuit breaker, as stated in the distribution system connection agreement. In the event the Customer specifies technical conditions contrary to the entered into distribution system connection agreement, the Customer is liable to the Trader for damage thereby incurred.

4. Once entered into, bearing the Parties' signatures on a single document, the Agreement enters into effect and into force on the date of its signature by both Parties. In the event that the Customer has not entered

into a distribution system connection agreement with the applicable DSO at the time of the signature of the Agreement, the Agreement enters into effect only on the day on which a distribution system connection agreement is entered into.

5. In entering into, amending, or terminating the Agreement, legal acts may be performed on behalf of the Customer by the Customer's representative who must present to the Trader a written power of attorney in which the Customer must specify the extent of the attorney's powers. The Trader is entitled to request that the Customer's signature subscribed on the power of attorney be officially certified.

6. The Agreement may be entered into using the Agreement Draft form that is available at [www.ppas.cz](http://www.ppas.cz) together with instructions for completing and submitting the form. The Trader rules out the acceptance of a Draft Agreement signed by the Customer if the Customer makes any additions or changes in the text whatsoever. The Customer will be bound by the Draft Agreement starting at the time of its delivery to the Trader. The Customer may not revoke the Draft Agreement within a period of 30 days. If the Draft Agreement does not contain all of the information required by the Trader or important information necessary for entering into the Agreement, the Draft Agreement will not be regarded as a valid expression of the will to enter into the Agreement, and the Trader will return the Draft Agreement to the Customer for correction. If all of the requirements are fulfilled, the Trader, in witness of granting its consent to the content of the Agreement, will sign the Draft Agreement and send it to the Customer at the address specified in the Draft Agreement. At the same time, the Trader will inform the Customer in writing of the registration number under which the Agreement will be registered. The Agreement will be entered into at the time when the Draft Agreement signed by the Trader is delivered to the Customer. If the Trader does not send a signed Draft Agreement to the Customer within the period during which the Customer is bound by the Draft Agreement, the Agreement will not be entered into. Once entered into in accordance with the foregoing, the Agreement will enter into force on the day on which supply begins.

7. The Agreement may be entered into in writing in electronic form, where the handwritten signatures of the Customer and the Trader's representative ("biometric signature") is recorded using a special electronic tablet. A biometric signature is entered into the text of the Agreement in the PDF format using a signature insert, where both the text and the signature are visible. The resulting document is fitted with a coded biometric vector and is secured against modification by means of encryption. Once the Agreement is entered into, the Trader must without unnecessary delay provide the Customer with the Agreement in paper form, including the ToS and the Price List.

8. Unless the Customer informs the Trader no later than 30 days before the expiry of the term for which the Agreement (Obligation) is entered into of the Customer's intention to terminate the Agreement, or unless the Customer makes a request to the Trader in writing to prolong the Agreement (Obligation) for an open-ended term, the Agreement (Obligation) will be automatically renewed for a period of one year, where such renewal will take place repeatedly.

9. Save for a legal act aimed at terminating the Agreement, rights and duties established under the Agreement may be amended by means of legal acts performed using a method other than written form.

10. The Parties undertake to inform one another in a timely manner of changes in the data stated in the Agreement, which do not result in the need to amend the Agreement, such as a change in identification data, mailing address, bank information, telephone numbers, fax numbers, or e-mail address. The Party responsible for providing such information is liable for a failure to do so.

## **Article VI. Reduction, Interruption, or Termination of Electricity Supply**

1. An interruption in the supply of electricity means the disconnection of a supply point from the distribution system, with the removal of the electrical energy meter for a certain time if applicable, without the termination of the contractual arrangement.

2. Reductions or interruptions of electricity supply during a state of emergency or while preventing a state of emergency are subject to laws of general application.

3. The Trader is entitled to terminate or interrupt electricity supply to the Customer at the supply points for which the Agreement has been entered into due to the following reasons:

- a) unauthorized electricity offtake as per the applicable provisions of the Energy Act,
- b) the Customer is late in paying any balance due to the Trader and fails to fulfill his duty to pay such a balance due within a supplementary deadline afforded for this purpose after the Customer is served a prior written notice stating that electricity supply might be terminated,
- c) substantiated termination or interruption of connection to the distribution system by the applicable DSO.

4. The termination of electricity supply always includes the termination of the contractual arrangement.

5. When electricity supply is interrupted or terminated in a substantiated manner, the Customer is not entitled to compensation for damage or loss of profit.

6. In substantiated cases, the termination or interruption of electricity supply is carried out by the applicable DSO at the Trader's request at the Customer's expense. Moreover, the Customer will bear the cost of restoring electricity supply if applicable.

7. The amount of damages relating to unauthorized offtake is subject to laws of general application. In addition to such damages, the Customer must pay the Trader any and all substantiated costs relating to detecting unauthorized offtake.

## **Article VII. Electricity Supplier Switch and Termination of the Agreement**

1. The Customer has the right to choose and switch his electricity supplier at no charge. Switching the electricity supplier at the supply point for which the Agreement is entered into is conditional on the proper termination of the contractual arrangement with the Trader.

2. The Agreement will end upon the expiry of the agreed term, following an agreement of the Parties, by being terminated by the Customer, by withdrawal from the Agreement, or upon the Customer's death. If entered into a fixed term, the Agreement may not be terminated by means of a notice of termination with the exception of the procedure laid down in Section 11a, Paragraph 3 of the Energy Act.

3. The termination of the Agreement may be negotiated at the Customer's request only if the Customer substantiates that electricity consumption at the supply point is to be terminated due to a change of registered office, establishment, residential address, sale of property, or the impossibility to supply electricity thereto. In the cases referred to in the preceding sentence, the Customer must apply to the Trader in writing for the entry into an agreement terminating the Agreement at least 15 working days before the day on which the Customer wishes to end electricity consumption. In the application, the Customer must specify the reason and the requested day on which consumption is to terminate, and specify an address to which the final invoice is to be sent. Documents substantiating the reason for the termination of the Agreement must be enclosed with the application. In the event that the Customer fails to fulfill any of the duties laid down in this paragraph of the ToS, the Trader may refuse to enter into an agreement terminating the Agreement.

4. If the Agreement is entered into for an open-ended term, the Customer may terminate the Agreement by serving a discretionary written notice of termination. The notice period lasts three months starting on the first day of the calendar month following the delivery of a written notice of termination to the Trader.

5. Either Party is entitled to withdraw from the Agreement in the event that:

- a) a decision is delivered under which the Counterparty is declared bankrupt,
- b) the connection to the distribution system is terminated by the applicable DSO in a substantiated manner.

6. The Customer is entitled to withdraw from the Agreement in the event the Trader commits a gross violation of duties arising under the Agreement. Considered a gross violation of duties by the Trader is the unsubstantiated termination of electricity supply and an unsubstantiated failure to provide or secure related electricity supply sector services.

7. Moreover, the Customer may withdraw from the Agreement in accordance with the provisions of Article VIII, Paragraph 1 of the ToS. If the Customer uses his right to withdraw from the Agreement in accordance with the foregoing, withdrawal enters into force as of the last day of the calendar month in which a notice of withdrawal is delivered to the Trader, unless the Customer specifies a later day for the withdrawal to enter into force.

8. The Trader is entitled to withdraw from the Agreement in the following cases:

- a) the Customer fails to pay a security deposit by the prescribed deadline, as requested by the Trader in accordance with Article III, Paragraph 14 of the ToS,
- b) the Customer stops taking electricity from the Trader without substantiation or permanently leaves the supply point for which the Agreement is entered into,
- c) unauthorized offtake or unauthorized electricity distribution is detected with regard to the Customer,
- d) the Customer is no longer able to consume electricity at the supply point for which the Agreement is entered into,
- e) the Trader is unable to begin electricity supply due to a fault on the part of the Customer.

9. Withdrawal from the Agreement must be effectuated in writing. Withdrawal from the Agreement enters into force on the day of delivery of a

written withdrawal notice to the Counterparty or on the date stated in such a notice, provided that the date does not come before the delivery date and provided that the Agreement or the ToS do not stipulate otherwise. A notice of withdrawal from the Agreement must be sent by the Customer to the Trader's registered office and by the Trader to the Customer's residential address (registered office) specified in the Agreement or to a mailing address of which the Customer will inform the Trader.

10. If the Trader withdraws from the Agreement, the Customer must allow the applicable DSO to take the final electrical energy meter reading and, if applicable, to remove the electrical energy meter, and must sign an electricity supply termination certificate showing the electrical energy meter reading.

11. If the Customer leaves the supply point without duly terminating the contractual arrangement, the Customer must pay the price for bundled electricity supply until the Agreement expires.

12. In the event that the contractual arrangement is not duly terminated due to a fault on the part of the Customer whereupon damage is incurred by the Trader, the Customer must compensate the Trader for such damage.

### Article VIII. Price Change and Amendment to the ToS

1. At the Trader's initiative, the price for supplied electricity may be changed and the ToS amended only based on developments on the electricity market, amendments to laws of general application governing this Agreement, or changes relating to technological development or the Trader's operations, where a change must be made using the procedure laid down in the Agreement.

### Article IX. Penalties

1. In the event of delay in the payment of any balance due arising under the Agreement, the debtor must pay the creditor late payment interest in accordance with laws of general application.

2. In claiming a contractual penalty, the Party entitled to the contractual penalty must make a request to the Counterparty to pay the contractual penalty by means of a written notice delivered to the Counterparty's mailing address. The notice must specify the amount of the levied contractual penalty, or a method for calculating the same, a due date, and the bank account to which the contractual penalty is to be paid.

### Article X. Customer Benefits

1. If the Customer is entitled to use a customer benefit or a product provided by the Trader in the framework of marketing campaigns, the entitlement expires upon the termination of the Agreement.

2. In the event that the Customer has already used a product and failed to comply with a contractual obligation relating to the use thereof, the Customer must compensate the Trader for the total cost incurred by the Trader with regard to the use of the product by the Customer, unless the Parties agree otherwise.

### Article XI. Delivery

1. Unless otherwise specified in the ToS or in the Agreement, any notice or document ("**document**") to be delivered between the Parties may be sent to the recipient's mailing address stated thereby in the Agreement or to another address of which the recipient informs the Counterparty.

2. Delivery enters into force when the delivered document enters an area under the recipient's control regardless of whether the recipient examines the content of the document.

3. A document sent through a provider of postal services is considered delivered on the third working day after being mailed; a document sent to an address abroad is considered delivered on the 15<sup>th</sup> working day after being mailed.

4. The effect of the delivery of documents is as follows:

- a) a document delivered in person or by courier is considered delivered on the day of its handover to the recipient's person in charge,
- b) a document sent by fax is considered delivered upon the receipt of a confirmation of fax transmission or another document certifying the fact that the applicable fax message has been sent to the recipient,
- c) a document sent electronically by e-mail is considered delivered upon the receipt of an electronic confirmation of delivery or confirmation of being delivered sent from the recipient's e-mail address,
- d) a document sent by SMS text message is considered delivered upon the receipt of a confirmation delivered to the sender's mobile telephone that the SMS text message has been delivered to the recipient's mobile telephone,
- e) a document sent to a data box is considered delivered upon being delivered to the recipient's data box.

5. Information of general nature intended for Customers may be posted by the Trader at [www.ppas.cz](http://www.ppas.cz). Such information is considered duly delivered as of the day on which it is posted and made available at [www.ppas.cz](http://www.ppas.cz).

6. The Trader and the Customer send each other documents to the addresses stated in the Agreement or to addresses of which one Party informs the Counterparty at a later time or using electronic means using addresses of which the Parties inform one another upon the entry into the Agreement or at any time while contractual arrangement lasts.

### Article XII. Customer Portal

1. The Customer Portal is an Internet application accessible at <https://zakaznickyucet.ppas.cz>, which serves as a platform for communication between the Trader and the Customer, based on which certain information is made available to the Customer, through currently available functions, pertaining to the performance of the Agreement, and through which the Customer is authorized to maintain and make certain amendments to the contractual arrangement arising under the Agreement ("**Customer Portal**"). The use of the Customer Portal is free of charge.

2. If the Customer requests the Trader to open an account for the Customer ("**Account**") on the Customer Portal, the Trader will deliver to the Customer, either in person or through a provider of postal services, login codes for the Account and, where applicable, other data based on which the Customer will be able to activate his Account on the Trader's website.

3. The Customer Portal provides the following functions for the Customer:

- a) functions allowing the provision of information to the Customer regarding the performance of the Agreement, such as:
  - aa) the Customer's contractual and contact information,
  - ab) billing data,
  - ac) information relating to the supply point/supply points,
  - ad) Agreement term,
  - ae) type and duration of the pricing product used by the Customer,
  - af) agreements on payment by installments,
- b) functions allowing the Customer to send notices to the Trader regarding changes in information stated in the Agreement, which do not necessitate an amendment to the Agreement, such as changes in:
  - ba) identification data,
  - bb) mailing addresses,
  - bc) bank information,
  - bd) e-mail address,
  - be) payment method,
- c) optional functions that allow the Customer to modify the contractual arrangement. The Customer may use this method to request the following amendments to the Agreement:
  - ca) change in prepayments,
  - cb) change in the invoice delivery method,
  - cc) amendments to the Agreement, which the Trader allows Customers to make through the Customer Portal. Such amendments mainly include annexes pertaining to pricing products which change while the Agreement (Obligation) remain in effect,
- d) customer-service functions which allow the Customer to order services related to the performance of the Agreement, such as:
  - da) removal of the electrical energy meter,
  - db) increase in consumption,
  - dc) supply point connection.

4. On the Customer Portal, the Customer may apply for the activation of the electronic billing service based on which any and all subsequently issued invoices will be delivered in the PDF format to the Customer's Account on the Customer Portal and, at the same time, sent to the Customer's e-mail address instead of being mailed through a provider of postal services. In such a case, an invoice will be deemed delivered upon the elapsing of three days after the delivery thereof to the Customer's Account. The Customer may be automatically notified of the delivery of an invoice to the Account on the Customer Portal by means of a text message sent to the mobile number registered with the Account or using another suitable method. In connection with the use of the electronic billing service, the Customer has the duty to visit regularly the Customer Portal while the Agreement remains in force. The fact that the Customer does not receive an automated notice of the delivery of an invoice, regardless of the reason, has no effect on the fact that the invoice is considered delivered in accordance with this paragraph. The Customer is entitled to deactivate the electronic billing service.

The deactivation of the electronic billing service has no effect on the delivery of invoices delivered to the Account prior to deactivation, where invoices issued after deactivation is carried out will be sent through a provider of postal services.

5. The Trader is subject to no restrictions as regards offering any other services and making available new functions on the Customer Portal.
6. The Trader may make login to the Account, requesting amendments to the Agreement, or activating certain services on the Customer Portal conditional on the delivery of an SMS text message containing a verification code, which must be entered into the Customer Portal for this purpose, or the Trader use another suitable method to verify the Customer's identity. For these purposes, the Trader may also request the Customer to present official documents, if deemed necessary for a given act.

#### **Security and Liability**

7. The Trader must technically secure the protection and confidentiality of data contained in Accounts on the Customer Portal. The Customer must secure login data for the Account as well as data carriers on which such data and any and all other related data are stored using a method guaranteeing that no such data may be misused by unauthorized persons. For this purpose, the Customer must take any and all necessary measures that may be reasonably required. The Trader bears no responsibility for any misuse of login data for the Account by an unauthorized person. As soon as the Customer learns of actual or potential misuse of his login data, the Customer must inform the Trader immediately.
8. When the Agreement expires, the Customer will be able to use the Customer Portal for an additional 12 months after the expiration of the Agreement. The Customer may end the use of the Customer Portal at any time, but the Customer must provide the Trader with information to that effect in writing without unnecessary delay.

#### **Article XIII. Personal Data**

1. The Trader observes and conforms to the highest standards of personal data protection, and processes the Customer's personal data exclusively in compliance with the applicable laws, particularly the General Data Protection Regulation.
2. In connection therewith, the Customer acknowledges that the provision of his personal data is a contractual, and to some extent legal, requirement, where the Customer must provide his personal data, and that the Trader processes the Customer's personal data in the manner, to the extent, and under the conditions specified in a document titled Information on Personal Data Processing ("Information"), the version of which in effect on the day of the entry into the Agreement has been made available to the Customer.
3. The Customer has been informed that the current version of the Information is available at any time online at [www.ppas.cz/info](http://www.ppas.cz/info) and upon request at the Trader's branches.
4. Furthermore, the Customer has been informed of his rights in connection with the processing of personal data, particularly the right to revoke consent, where processing is subject to such consent, and the right to raise objection.

#### **Article XIV. Miscellaneous**

1. The Parties undertake to refrain from disclosing the Agreement, in full or any of its parts that are not available in the public domain, and from disclosing information contained in the Agreement to any third party without the Counterparty's prior written permission. This requirement does not apply to cases where the Parties are required to disclose or provide information to a third party under a law of general application.
2. No provision of the Agreement the effect or force of which expires will prejudice other provisions, which will remain in effect and in force, whereupon the Parties undertake to negotiate the replacement of the provision the effect or force of which has expired with a new provision, which best corresponds to the originally intended purpose of the provision the effect or force of which has expired. Until such replacement, the appropriate provisions of Czech laws of general application will apply.
3. The Parties will primarily settle any and all disputes arising during or in connection with the performance of the Agreement through negotiation with the aim of reaching an amicable settlement. If the Customer is a consumer, the Customer is entitled to an out-of-court settlement of disputes arising under this Agreement in accordance with Act No. 634/1992 Coll. on Consumer Protection, as in effect. The entity vested with the power to carry out-of-court settlement in this case in the Czech Republic is the Energy Regulatory Office. Additional information is available on the Internet at [www.ero.cz](http://www.ero.cz).
4. All disputes the Parties are unable to resolve amicably through negotiation or through out-of-court settlement of a consumer dispute will be settled by Czech courts with the relevant jurisdiction. In case that the Customer is classified in the Small Business segment and the Customer's registered office or supply point is, or in the future will be,

outside the city of Prague, the Parties agree that disputes will be subject to the first-instance court with local jurisdiction over the Trader's registered office within the meaning of Section 89 a) of Act No. 99/1963 Coll., the Civil Procedure Code, as in effect.

5. To improve the quality of the Trader's services, the Trader may monitor telephone communication between the Trader and the Customer.
6. These ToS enter into effect and into force on 1 January 2016.