

GENERAL CONDITIONS FOR THE PROVISION OF ELECTRONIC COMMUNICATIONS SERVICES

Article I

Introductory provisions and definition of basic terms

1.1 These general terms and conditions for the provision of electronic communication services to LAST MILE spol. s r.o., with its registered office at Cesta na Senec 2/A, Bratislava - Ružinov 821 04, ID No.: 36353353, registered in the Commercial Register of the District Court Bratislava I, sec. 45560/B ("LAST MILE" or the "Company"), which regulate the provision of electronic communications services and related services and services, including the Internet access service ("Services"), set out the terms and conditions for the use of the services provided by LAST MILE to persons using or requesting the provision of the Service ("General Terms and Conditions"). The Service is not the provision of content or the exercise of editorial control over content transmitted over networks and services. A service includes a publicly available service, but the provisions in the Public Service Agreement or these General Terms relating to a publicly available service shall apply to other services only where expressly stated in the Service Agreement or these General Terms.

1.2 LAST MILE provides electronic communications services pursuant to Act No. 452/2021 Coll. on Electronic Communications (the "Act"), pursuant to other generally binding legislation, pursuant to General Permit No. 1/2023 for the provision of electronic communications networks or electronic communications services issued by the Office for the Regulation of Electronic Communications and Postal Services (the "Office").

1.3 A subscriber ("Subscriber") is an end user who has entered into a contract with the undertaking providing the publicly available service for the provision of publicly available services. A person who has entered into a service contract with an undertaking which relates to an electronic communications service of the undertaking other than a publicly available service of the undertaking shall also be deemed to be a subscriber to the extent appropriate, but shall not be subject to rights and obligations which expressly apply only to the publicly available service.

1.4 A user ("User") is a person who uses or requests the provision of an Enterprise Publicly Available Service. A person who uses or requests the provision of an undertaking's electronic communications service other than the undertaking's publicly available service shall also be deemed to be a user to the extent appropriate, but shall not be subject to rights and obligations that expressly apply only to the publicly available service.

1.5 The relationship between LAST MILE and the Subscriber in the provision and use of the Services shall be governed by the provisions of the Contract, the provisions of the Act, Act No. 513/1991 Coll., the Commercial Code, as amended, as well as other laws of the Slovak Republic.

1.6 LAST MILE provides services throughout the Slovak Republic, depending on the location of the Subscriber, the location of the installation site or the technical and capacity capabilities of the company.

1.7 An interested party ("Interested Party") is a person who has requested LAST MILE to enter into a contract for the provision of services ("Service Contract" or "Contract"). A Service Contract or Contract shall also mean a Public Service Contract unless it is expressly stated in the Contract or in these General Terms and Conditions that it is a Public Service Contract; in such cases, the provisions relating to the Public Service Contract shall not apply to other Service Contracts.

1.8 The Price List ("Price List") is LAST MILE's schedule of prices for electronic communications services and related services and performance, including Internet access service.

1.9 The aggregate of physically and logically interconnected telecommunications facilities operated or used by LAST MILE is referred to as the network ("Network"). The interfaces of the Network ("Network Interfaces") are the endpoints of the Network at which the Network is connected to other electronic communications networks and systems, and at which Subscribers are connected to the Network.

1.10 Telecommunications Circuit ("Telecommunications Circuit") means a digital connection between two points on the LAST MILE Network provided for use by a Subscriber.

1.11 Circuit Endpoint ("Circuit Endpoint") means the physical interface, characterized by functional, mechanical, electrical, and protocol characteristics, to which a Telecommunications Endpoint connects or interfaces with another electronic communications network.

1.12 Telephone service ("Telephone Service") means a service for making and receiving national and international calls directly or indirectly through one or more numbers of a national or international numbering plan.

1.13 Internet Access Service ("Internet Access Service") means a LAST MILE subscriber's connection to the network through which the user can access the Internet.

1.14 Installation Site ("Installation Site") means the location on the Subscriber's premises or the owner of the premises leased or otherwise occupied by the Subscriber in which the LAST MILE telecommunications equipment necessary to provide the Service is located.

1.15 Acceptance Report ("Acceptance Report") is a written document that confirms the establishment of the services requested by the Subscriber and, if applicable, identifies the LAST MILE Facilities, and upon signature of which the first day of the first billing period of the Service Charge shall commence, unless otherwise specified in the Agreement.

1.16 The Subscriber shall be charged a one-off set-up fee (the "Set-up Fee") for the establishment of the Services, subject to the terms and conditions and in the amount set out in the text of the Contract or in the Price List, unless otherwise specified in the Contract.

1.17 LAST MILE shall be represented to the Participant by an authorized employee or other person authorized by the Company. Such person may also be a business partner of LAST MILE with whom LAST MILE has concluded a commercial representation agreement specifying the scope and manner of the commercial representation or other similar agreement.

1.18 When entering into a service contract, the subscriber may designate a responsible person to represent him or her to LAST MILE. LAST MILE may deliver all correspondence to the hands or address of this person (if different from the subscriber's own address). The Participant undertakes to notify LAST MILE without undue delay of any change in this person and his contact details; until then, LAST MILE may deliver to the other address notified, with effective delivery. This shall be without prejudice to the right of the Parties to deliver to the address of the other Party entered in the commercial register or other public records.

Article II

The contract and conditions of its conclusion

2.1 LAST MILE undertakes, on the basis of a contract for the provision of services concluded pursuant to Section 84 of the Act, to establish the required connection to the public network, to provide publicly available services or to provide other services to the Subscriber at the specified time, in the manner and to the extent specified in these General Terms and Conditions and the Contract. A written service order ("Order"), these General Terms and Conditions and the Price List shall form an integral part of the Service Contract, unless otherwise expressly agreed in the Service Contract.

2.2 Prior to the conclusion of the Contract, the User is obliged to submit to LAST MILE, upon request, all documents and provide all information necessary for the conclusion of the Contract and the provision of the Service. In order to conclude the contract, LAST MILE shall be entitled to legally verify the documents as well as the identification data provided by the subscriber. The person acting on behalf of the subscriber is obliged to prove his/her identity as well as his/her authorisation to do so ("authorised representative"). LAST MILE shall be bound by the contract proposal submitted for a period of 14 days from the date of its delivery to the tenderer.

2.3 The contract shall be concluded in writing and on LAST MILE's form, unless otherwise agreed on a case-by-case basis. The contract shall enter into force and effect on the date of its signature by both parties, unless otherwise expressly agreed in the contract.

2.4 LAST MILE shall be entitled to refuse to enter into a contract for the provision of publicly available services if

2.4.1 the provision of a publicly available service at the required location or to the required extent is technically impracticable except for the provision of universal service pursuant to section 96(2)(a) of the Act or would only be possible at a disproportionately high cost,

2.4.2 the prospective applicant does not give an assurance that it will comply with the contract because it is a debtor of the undertaking or of another undertaking or one of those undertakings has previously withdrawn from or terminated a contract with it or is on a list of debtors under a special regulation,

2.4.3 the candidate does not agree to the terms of the public service contract.

2.5 LAST MILE shall be entitled to refuse, for the same reasons, the conclusion of a contract for the provision of services, the subject of which is a service other than a publicly available service.

Article III

Description of services, their quality and conditions of establishment

3.1 LAST MILE will establish the service on the basis of a contract drawn up in written form as stated in Article II, point 2.3 of these General Terms and Conditions. The description (specification) of the required services, the place and method of connection of the subscriber's terminal telecommunications equipment, as well as the scope and quality parameters of the service provided, including the time for the first connection to the network, are specified in the text of the contract or in the order.

3.2 A necessary condition for the establishment of the service by LAST MILE is the fulfillment of special conditions (especially technical, administrative, provision of the required cooperation of the participant) on the part of the participant, so that LAST MILE can start the establishment of the service within the specified period and start providing it to the required extent. For the period during which the participant is in delay in fulfilling the conditions necessary for the establishment and proper provision of services, LAST MILE is not in delay in fulfilling its obligation to establish the required services, the obligation to start their provision or the obligation to provide services.

3.3 Unless otherwise expressly agreed in the contract, LAST MILE is entitled to prevent the use of the service contrary to its purpose, to prevent overcoming or attempting to overcome the means used to control the reception of the service by authorized entities or to prevent network overload that could have result in a reduction in the availability, scope or quality of services for other network participants, to establish binding rules for participants, including limits for the use of services ("principles of correct use of the service" or "Fair Use Policy"). Violation of the principles of proper use by the participant is considered abuse of the provided service on his part and entitles LAST MILE to proceed according to Article XV, point 15.1 and 15.1.1 of these General Terms and Conditions.

Article IV

Support and service services

4.1 LAST MILE undertakes to provide the subscriber with support and service services for the network operated by the company and the company's equipment so that the subscriber can use the services in the scope and quality according to Article III, point 3.1 of these General Terms and Conditions. The participant of a publicly available service has the right to free elimination of malfunctions in the provision of a publicly available service that are not his fault. The participant of a service other than a publicly available one has the right to the free removal of malfunctions in the provision of such a service caused by the company.

4.2 The participant is obliged to immediately report to LAST MILE all malfunctions in the services provided ("malfunction" or "malfunction") by telephone to the contact telephone number (hotline LAST MILE), which is available on the company's website ("telephone malfunction report"). In addition to a description of the problem, the failure report must also include the full identification of the participant, the number of the contract for the provision of services, the business name of the company or entrepreneur, the ID number if assigned, as well as the name of the contact person and their mobile phone number and email.

4.3 The Participant is obliged to confirm the failure report in writing (for example, by e-mail to hotline@last-mile.sk), without unnecessary delay after its telephone report ("written failure report"); this written fault report is further considered a fault report ("fault report"). A written report of a malfunction by the participant must contain at least the same range of reported data as a telephone report.

4.4 If the participant does not report a malfunction in writing in accordance with point 4.3 of this article of these General Terms and Conditions, LAST MILE is not in default of its obligation to properly provide the service to which the malfunction report relates or should relate, nor is it in default of its obligation to eliminate the malfunction.

4.5 By reporting a fault according to points 4.2 and 4.3 of that article of these General Terms and Conditions, the period for removing the fault begins to run. Within this period, LAST MILE is obliged to take the necessary measures to eliminate the malfunction. The time for removing the malfunction is set at 6 hours, if the malfunction was properly reported during working days from 8:00 a.m. CET until 5:00 p.m. CET. Otherwise, time will start removal of the fault will take place from 8:00 a.m. CET of the next calendar day after the date of reporting the fault, unless otherwise agreed in the contract.

4.6 The malfunction is considered to have been removed at the moment of resuming the provision of services or at the moment of restoring the agreed level of their quality. LAST MILE will announce the removal of the malfunction by phone or in another suitable way.

4.7 In the event of a malfunction, the participant is obliged to immediately allow LAST MILE employees, or persons authorized by it, access to LAST MILE equipment, the participant's equipment, or to the network or its part in order to eliminate the malfunction; during the duration of the breach of the participant's obligation to provide the required cooperation, the time limit for starting the elimination of the problem by the company or the time limit for the elimination of the problem by the company does not expire.

4.8 In the case of a trip by a technician to eliminate a malfunction or other intervention by the company to eliminate a malfunction ("trip" or "intervention") that was the fault of the participant, a malfunction that the participant requested to be solved, and which originates outside the network or the LAST MILE device, malfunctions, for the removal of which the company is not obliged, or malfunctions, the removal of which is not free according to the Law, LAST MILE is entitled to charge the participant a fee for the trip in the amount according to the valid price list.

Article V

Prices for services and payment terms

5.1 The price for the services and its individual components (setup fee for the service, regular fees for the service), as well as other fees to which LAST MILE is entitled from the participants, are determined in accordance with the applicable legal regulations of the Slovak Republic, in particular Act no. 18/1996 Coll. on the prices in the valid price list or in the text of the contract, unless otherwise expressly stated in the contract. The valid LAST MILE price list is available on the company's website.

5.2 The billing period is one calendar month, unless otherwise agreed in the contract ("billing period"). Unless otherwise agreed in the contract, the price for the services is always paid in advance for the relevant billing period. LAST MILE is entitled to issue an advance invoice to the participant for the payment of the price of the services before the start or during the settlement period, if there is a reasonable assumption that the participant will not properly pay his obligations or if the participant has requested this from the company.

5.3 In the event that the services are to be provided only in part of the billing period, LAST MILE shall pay a proportional part of the price for the services provided.

5.4 The participant is obliged to pay the billed price for the services provided as well as the amount charged by the advance invoice issued according to point 5.2 of this article of the General Terms and Conditions to the LAST MILE account within the due date. The due date is 14 days, unless otherwise agreed in the contract. In the case of an advance invoice, the due date is 7 days, unless otherwise agreed in the contract. The bank connection of the company is indicated on the invoice or advance invoice.

5.5 The price for the services or any monetary obligation of the participant towards LAST MILE is considered to have been properly and timely paid at the moment of crediting the entire amount to the LAST MILE account, at the latest on the last day of the obligation's due date.

5.6 LAST MILE is entitled to issue and deliver a reminder to the participant in the event of his delay in paying the price for the service, paying another monetary obligation or fulfilling the obligation to return the device to the company ("reminder"). For issuing and delivering the reminder, LAST MILE is entitled to charge the participant a fee in the amount according to the price list, even repeatedly if the participant's delay continues.

5.7 In case of delay by the participant in payment of the price for services or other monetary obligation, LAST MILE has the right to interest on the delay in the amount of 0.05% of the owed amount for each day of the delay until payment is made. The right to compensation for damage incurred by LAST MILE is not affected by the payment of interest due to the delay.

5.8 If, despite a written request from the company, the participant is continuously in arrears for more than 90 days with the fulfillment of his monetary obligation towards the company, the company can assign its monetary claim corresponding to this monetary obligation to another person by written contract even without the consent of the participant. The company cannot exercise this right if the participant has already paid the overdue monetary obligation to the company in full, including accessories, before assigning the claim. When assigning a claim, the company is also obliged to hand over to the assignee documentation on the contractual relationship on the basis of which the assigned claim arose.

Article VI

Rights and obligations of the enterprise

6.1 LAST MILE is obliged to:

- 6.1.1 conclude a contract for the provision of publicly available services with each person interested in providing a publicly available service, if there is no reason to refuse it according to Article II, point 2.4 of these General Terms and Conditions,
- 6.1.2 present the participant with a clear and comprehensible bill of services,
- 6.1.3 process the personal data of the participants in accordance with Article XI of these General Terms and Conditions and a special regulation,
- 6.1.4 provide services to the participant in the scope and manner according to the service provision contract,
- 6.1.5 maintain the network in such technical condition that the agreed level of service quality is achieved,
- 6.1.6 inform the participant about changes affecting the services used by him,
- 6.1.7 maintain telecommunications secrecy according to Article XII, point 12.2. these General Terms and Conditions and the Law.

6.2 LAST MILE has the right, in addition to the other rights specified in these General Terms and Conditions, in particular:

- 6.2.1 to pay the price for services provided to the participant or the price for other services provided to the participant,
- 6.2.2 for compensation for damage caused by LAST MILE participants,
- 6.2.3 for the purpose of ascertaining, verifying and checking the identity of the participant or his authorized representative, verify the documents and identification data of the participant or his authorized representative according to Article II, point 2.2 of these General Terms and Conditions,
- 6.2.4 issue the participant an advance invoice according to Article V, point 5.2 of these General Terms and Conditions,
- 6.2.5 transfer the contractual rights and obligations under the contract to a third party with the consent and cooperation of the original and new participant only after proven payment of all obligations towards LAST MILE, and if it is technically feasible. For the purposes of this provision, the commitment of the participant before the due date is also considered a commitment towards LAST MILE. Neither the participant nor the new participant has a legal right to the transfer of contractual rights and obligations according to this provision. The rights to change the company providing the Internet access service according to the Act are hereby not affected to the extent of legal rights,
- 6.2.6 to introduce additional methods of protecting the network, if it is necessary for its protection or the protection of the participant and unless the introduction of this protection does not cause additional direct financial costs on the part of the participant,
- 6.2.7 refuse to enter into a contract for the provision of public services to a person interested in their provision in accordance with Article II, point 2.4 of these General Terms and Conditions or
- 6.2.8 mention the trade name or name of the participant and its designation, which is a legal entity, in its promotional and marketing materials, or on the web presentation of its services,
- 6.2.9 interrupt or limit the provision of services in accordance with Article XV of these General Terms and Conditions.

Article VII

Rights and obligations of the participant

7.1 The participant is obliged to:

- 7.1.1 use the services exclusively in accordance with the law, the contract and the General Terms and Conditions and observe the principles of correct use of the services, if they have been established,
- 7.1.2 pay the establishment fee for the establishment of the services and regularly pay the price for their provision, as well as all other related fees according to the contract and Article V of these General Terms and Conditions,
- 7.1.3 notify LAST MILE in writing of all changes to contact persons, authorized persons, contact or identification data, or other data related to the contract and attach a document proving such a change,

7.1.4 poskytovať podľa požiadaviek LAST MILE všetku primeranú súčinnosť, ktorá je potrebná na plnenie jej povinností zo zmluvy a umožniť LAST MILE vykonávať meranie, údržbu, kontrolu a servis zariadení podniku v mieste inštalácie,

7.1.5 dodržiavať všetky primerané opatrenia potrebné k tomu, aby v sieti ani na zariadeniach LAST MILE nevznikla žiadna škoda,

7.1.6 vykonať všetky primerané opatrenia potrebné k tomu, aby nedošlo k zneužitiu služieb tretími osobami,

7.1.7 zabezpečiť oprávneným osobám LAST MILE prístup na miesto inštalácie za účelom zriadenia služieb, a tiež demontáže zariadení pri ukončení poskytovania služieb,

7.1.8 zdržať sa akýchkoľvek zásahov do siete alebo do zariadení LAST MILE bez predchádzajúceho písomného súhlasu LAST MILE,

7.1.9 zdržať sa neodbornej manipulácie so zariadeniami LAST MILE bez predchádzajúceho písomného súhlasu LAST MILE,

7.1.10 používať iba telekomunikačné zariadenia spĺňajúce požiadavky podľa osobitných predpisov.

7.2 The participant has the right to:

7.2.1 na uzavretie zmluvy o poskytovaní verejných služieb s LAST MILE, ak nie je dôvod na jej odmietnutie podľa článku II, bod 2.4 týchto Všeobecných podmienok,

7.2.2 na poskytovanie služieb za dohodnutú cenu, v rozsahu a podľa podmienok dohodnutých v zmluve,

7.2.3 na bezplatné odstránenie poruchy v poskytovaní verejne dostupnej služby v súlade s článkom IV týchto Všeobecných podmienok alebo na bezplatné odstránenie poruchy v poskytovaní inej ako verejne dostupnej služby v súlade s článkom IV týchto Všeobecných podmienok,

7.2.4 na primeranú zľavu z odplaty za poskytovanie služieb v prípade nedodržania dohodnutej úrovne kvality služieb zo strany LAST MILE v súlade s článkom XIV, bod 14.6 týchto Všeobecných podmienok,

7.2.5 ukončiť zmluvu v súlade s článkom XVI, týchto Všeobecných podmienok.

Article VIII Phone Book

8.1 LAST MILE is entitled to publish the personal data of the subscriber of the telephone service, who is a natural person, in its telephone directory and is also entitled to provide them to other companies or other persons that issue telephone directories or provide information services about telephone numbers if the subscriber with such disclosure his personal data agreed.

8.2 A telephone service subscriber who is a natural person has the right to determine whether his personal data will be included in the phone book and, if so, which personal data will be included if they are relevant for the purpose of the phone book. The relevant data of a natural person for the purposes of the telephone directory are the telephone number, first name, last name and address of permanent residence. Non-inclusion of the subscriber's personal data in the phone book, verification, corrections or their removal is free of charge.

Article IX Access to emergency services

9.1 A subscriber to a publicly available interpersonal communication service based on numbers has the right to call emergency numbers free of charge, including the single European emergency number "112".

Article X Operating data

10.1 LAST MILE is authorized to process data relating to the user and to the specific transmission of information in the network and arising during this transmission for the purposes of invoicing services to participants and payments for network interconnection and for the purposes of operating the network, service or network and service or for other purposes permitted by law. which are processed for the purposes of network message transmission or billing purposes ("operational data").

10.2 Operational data relating to participants and users may not be stored, and the company is obliged to dispose of or anonymize them without delay after the message has been transmitted, except in the cases specified in the Act.

Article XI

Protection of personal data

11.1 LAST MILE is authorized for the purposes of concluding and fulfilling the contract for the provision of services, its amendment, termination or transfer of the number, invoicing, receiving and recording of payments, receivables and the processing of receivables and drawing up the list of participants, it obtains and processes the data of the participants, which are:

- a) telephone number,
- b) the amount of outstanding liabilities,
- c) name, surname, title, address of permanent residence, birth number, ID number or other identity document of a natural person, nationality,
- d) business name, place of business and identification number of the organization of a natural person - entrepreneur,
- e) business name, seat and identification number of the organization of the legal entity,
- f) email address, if the person has one.

11.2 For the purposes of ascertaining, verifying and checking the identity of the participant or his authorized representative and for the purposes of point 11.1 of that article of the General Terms and Conditions, as well as for updating data, the provisions of a special regulation shall be used appropriately. For these purposes, the company is authorized to obtain and process the biometric data of the participant or a person authorized to act on behalf of the participant, within the scope of the biometric characteristics of the voice, face and signature.

Article XII

Telecommunications secret

12.1 The subject of telecommunications secrecy is

- a) content of transmitted messages,
- b) data of the communicating party, which are the telephone number, business name and registered office of a legal entity, or the business name and place of business of a natural person - an entrepreneur, or the personal data of a natural person, which are the name, surname, title and address of permanent residence if they are associated with the data according to letter a), c) or letter d); the subject of telecommunications secrecy is not the data that is published in the telephone directory,
- c) operational data,
- d) location data.

12.2 LAST MILE undertakes to maintain telecommunications secrecy. The authority, participant and user to whom the telecommunications secret relates, their authorized representatives or legal successors, have the right to disclose the telecommunications secret, unless otherwise stated in the Act. LAST MILE is authorized and obliged to provide data that is the subject of telecommunications secrets to the relevant state authorities under the conditions and to the extent set by the Law.

Article XIII

Liability for damage and its compensation

13.1 LAST MILE and the participant are responsible for damage caused as a result of a breach of any of their obligations resulting from their contractual relationship and from applicable legal regulations, while in the event of damage arising as a result of a breach of any of the obligations of one of the contractual parties, such contractual party is obliged to reimburse the other contracting party, with the exception specified in point 13.2 of this article of the General Terms and Conditions, for its actual damage.

13.2 LAST MILE is liable for damage caused to the participant by breach of the obligation to provide the service to the extent, standard and quality according to the contract, as well as in the event of breach of its obligation to remove defects, including malfunctions, within the specified period only in the event that LAST MILE breaches such an obligation was at fault, while in such a case its obligation to compensate for the incurred damage is in accordance with the general by customary practice in the field of providing electronic communication networks and services, limited to a maximum of the price of the service that LAST MILE is entitled to charge to the participant for the calendar month in which there was a breach of LAST MILE's obligation establishing the participant's right to compensation for the damage incurred by him.

13.3 None of the contracting parties shall be liable to the other contracting party for damage caused to it as a result of a breach of any of its obligations arising from the contract for the provision of services, if such breach of duty was caused by circumstances excluding liability. Circumstance excluding liability for the purposes of this provision is understood in accordance with sec. § 374 par. 1 of the Commercial Code, an obstacle that occurred independently of the will of the obligated party and prevents it from fulfilling its obligation, if it cannot reasonably be assumed that the obligated party would avert or overcome such an obstacle or its consequences, and further, that it would have foreseen this obstacle at the time the obligation arose (for example, war, revolution, fire, flood, earthquake, strike, power failure, damage to telecommunications equipment, or decision of a public administration body).

Article XIV

Return policy

14.1 The participant is entitled to complain about the correctness of the invoice for the service, a discrepancy in the price of the prepaid service or a defect in the service provided.

14.2 The participant is obliged to submit a complaint in writing within 30 days from the date of delivery of the invoice, the correctness of which is the subject of the complaint or from the discovery of a discrepancy in the price of the prepaid service, or a defect in the service provided, the complaint must also be submitted in writing to the company's hotline at hotline@lastmile.sk. Claiming the correctness of the invoice for the service or a discrepancy in the price of the prepaid service does not release the subscriber from the obligation to pay the invoiced amount for the service or the price of the service within its due date. If the amount exceeds three times the average range of use of the service for the previous six months, the company is obliged to allow the subscriber to postpone the payment of part of the amount exceeding the amount for the average monthly range of service use during the previous six months, at the latest until the end of the investigation of the telecommunications equipment, or to allow the participant to pay part of the amount exceeding three times the average range of use in at least three monthly installments. If the use of the service is shorter than six months but longer than one month, the average range of service use over the entire period of service use is calculated. The complaint must contain the identification of the participant, the number of the contract for the provision of services, the business name of the company or entrepreneur, the ID number if assigned, as well as the name of the contact person, their mobile phone number and their email, as well as the subject of the complaint described in an understandable way. In the event that the participant does not exercise his right within the specified period, this right shall expire upon expiry of the period.

14.3 Complaints will be dealt with within the time limit, corresponding to the complexity and technical or administrative complexity of the claim, in the following manner:

- a) in a simple case, within 30 days from the delivery of the claim,
- b) in difficult cases, the company can extend this period, but by no more than 30 days; the company is obliged to inform the participant about the extension on a durable medium before the expiry of the original 30-day period, stating the reasons. The deadline is preserved if the company sends its notification to the participant no later than the last day of the deadline.

14.4 If the participant chooses the method by which the company should inform him about the method of handling the complaint, the company will notify him of the handling of the complaint in this way; this also applies to the notification of the extension of the deadline for the investigation of the claim. The notification of the result of the investigation of the complaint contains at least the date of filing the complaint, the complaint number, the method of processing the complaint and the name of the company.

14.5 The company is obliged to notify the participant on a durable medium of the result of the investigation of his complaint within the deadline according to this article of the General Terms and Conditions, otherwise the complaint is considered acknowledged.

14.6 In the event that LAST MILE considers the participant's claim justified, due to the occurrence of a defect for which LAST MILE is responsible, it will provide the participant, unless expressly agreed otherwise in the contract, a discount on the price for the services provided in the following amount:

- 0.5% of the monthly price for each hour of unavailability of the services, including the beginning, exceeding the specified maximum period of unavailability, but at most up to the price of the service that LAST MILE is entitled to charge to the participant for the calendar month in which this obligation of LAST MILE was violated,

- 0.25% of the monthly price for every hour of delay in the elimination of the fault beyond the maximum time of fault elimination, but not more than the amount of the price of the service that LAST MILE is entitled to charge to the participant for the calendar month in which this obligation of LAST MILE was violated .

14.7 In the event that a complaint about the correctness of the invoice for the service or a discrepancy in the price of the prepaid service is recognized as justified, the participant's monetary claim resulting from the recognized claim will be settled in the billing period in which the claim was recognized, unless LAST MILE and the participant agree otherwise.

14.8 In the event that it is found that the complaint is not justified, the participant has not fulfilled the condition for delaying payment according to point 14.2 of this article of the General Terms and Conditions, LAST MILE is entitled to interest on the delay from the due date of the claimed payment in the amount of 0.05% of the owed amount for each day of delay until payment.

14.9 If, on the basis of a complaint, a defect in the telecommunications equipment is detected, which could have manifested itself to the disadvantage of the subscriber, but the scope of the publicly available service provided, nor the price for its provision cannot be demonstrably established, the subscriber shall pay a price corresponding to the price for the average monthly scope of use of the publicly available service during the previous six months. If the use of a publicly available service is shorter than six months, but longer than one month, the average range of use of a publicly available service for the entire period of service use is calculated.

Article XV

Limitation and suspension of service provision

15.1 LAST MILE is entitled to limit or interrupt the provision of the service for any reason

15.1.1 its abuse, until its abuse is eliminated or technical measures are taken to prevent its abuse. Abuse of the service is considered in particular,

- a) using the service to support, enable, or engage in any illegal or prohibited activity,
- b) using the service to disrupt the network, including any attempt to gain unauthorized access to the service or access to the network,
- c) an attempt to overload the network in any way, or making even an attempt directed against the integrity of the network,
- d) provision of services to third parties without a written agreement with LAST MILE,
- e) unsolicited communication according to the Act,

15.1.2 failure to pay the amount due for the service within the period specified in the contract for the provision of services, until its payment or until the termination of the contract for the provision of available services. However, the company will temporarily suspend the provision of the service after a prior written warning and the expiration of the 7-day period for payment of the obligation starting from the delivery of the notice or after the previous delivery of the reminder and the expiration of the 7-day period for payment of the obligation, whichever of these periods expires earlier,

15.1.3 if the participant significantly violates other contractual conditions. However, the company will temporarily suspend the provision of the service after prior written notice. A material breach of other contractual terms is considered to be a breach of an obligation, which is expressly designated as material in the contract or in the Act, or a repeated breach of the participant's contractual obligations,

15.1.4 planned repairs or maintenance, as long as these are carried out exclusively between 10:00 p.m. CET until 06:00 CET, as long as the individual continuous restriction of the use of the service does not exceed 30 minutes, for a total duration of a maximum of 4 hours per calendar month, while LAST MILE will notify the participant of the need to perform these works at least 2 working days in advance,

15.1.5 priority connection for crisis management authorities and for other participants included in the priority connection system. Priority connection means priority use of public services to solve an emergency or crisis situation,

15.1.6 decisions of the Office.

15.2 In the event of restriction or interruption of the provision of the service due to the reasons specified in points 15.1.1 to 15.1.3 of this article of the General Terms and Conditions, LAST MILE may charge the participant an appropriate fee according to the price list for resuming the provision of the service.

Article XVI

Duration and termination of the contract

16.1 The contract becomes valid and effective on the date specified in Article II, point 2.3 of these General Terms and Conditions. The contract is concluded, unless LAST MILE and the participant in the contract have agreed otherwise in writing, for an indefinite period. In the event that LAST MILE concludes a contract for the provision of a publicly available service with a participant who is a consumer who undertakes to use the company's publicly available service for a certain minimum period ("consumer commitment period"), the consumer's commitment period at the first conclusion of the contract for the provision of services may not exceed 24 months; this does not apply to a contract whose subject is exclusively the establishment of a physical connection. This provision also applies to a micro-enterprise, a small business or a non-profit organization, unless they have expressly waived the application of this provision. In the event that the contract for the provision of services is concluded for a fixed period of time and none of the contracting parties notifies the other contracting party in writing no later than 30 days before the end of the period for which the contract was concluded that they insist on terminating the validity of the contract, the contract remains in force and changes the period for which it was concluded, from a definite period to an indefinite period. The participant has the right at any time after such an extension of the duration of the contract to terminate the contract for the provision of services without penalties and without incurring any additional costs, except for fees for the provision of the service. The notice period is one month.

16.2 The contract expires

- 16.2.1 by the expiration of time in the case of a contract concluded for a fixed period, if its validity is not changed to an indefinite period as stated in point 16.1,
- 16.2.2 by written agreement between LAST MILE and the participant,
- 16.2.3 withdrawal from the contract by LAST MILE or by the participant,
- 16.2.4 by written notice from LAST MILE or the participant,
- 16.2.5 in the event that the Act or a special legal regulation so provides.

16.3 LAST MILE is entitled to withdraw from the contract for the provision of services if the participant

- 16.3.1 repeatedly tampers with the public network equipment or allows such interference to a third party, even through negligence,
- 16.3.2 did not pay the price for the services provided even within 45 days after the due date,
- 16.3.3 connects to the public network a device that does not meet the requirements of special regulations or uses such a device in violation of the approved conditions and does not disconnect the device even when prompted by LAST MILE,
- 16.3.4 repeatedly uses the provided services in a way that makes it impossible for LAST MILE to control their use,
- 16.3.5 repeatedly violates the terms of the contract for the provision of services or if he substantially violates the terms of the contract for the provision of services, while a substantial violation of the terms of the contract for the provision of services is also abuse of the service consisting in allowing the use of the service contrary to its purpose or overcoming or attempting to overcome the means used to control of service acceptance by authorized entities.

16.4 The participant is entitled to withdraw from the contract in the following cases:

- 16.4.1 the participant has the right to withdraw from the service contract within one month from the date of notification of the change to the service contract to the participant, without penalties and without incurring any additional costs; this does not apply in the case of changes to the contract for the provision of services which
 - 16.4.1 are exclusively for the benefit of the participant,
 - 16.4.2 are exclusively of an administrative nature,
 - 16.4.3 do not have a negative impact on the participant, or
 - 16.4.4 result from a special regulation.

16.4.2 the participant has the right to withdraw from the contract for the provision of services without sanctions and without incurring any additional costs, if the company does not provide him with the service according to the contract for the provision of services or does not provide it in the prescribed quality, even after repeated acknowledged complaints, until one month from the date of delivery of the notice of recognition of the participant's repeated claim, if the violation of the company's obligations still persists,

16.4.3 the participant has the right to withdraw from the contract for the provision of services without penalties and without incurring any additional costs if the company does not notify him of the result of the complaint investigation according to Article 14 of these General Terms and Conditions; the participant has the right to withdraw from the contract for the provision of services within one month from the date of expiry of the deadline for notification of the result of the complaint according to Article 14 of these General Terms and Conditions.

16.5 Withdrawal is effective on the day the written notice of withdrawal is delivered to its addressee.

16.6 The participant or the company is entitled to terminate the contract concluded for an indefinite period by giving notice for any reason or without giving a reason.

16.7 LAST MILE is entitled to terminate the contract regardless of whether it is concluded for a fixed or indefinite period,

16.7.1 if it cannot continue to provide services in the agreed scope or in the required quality due to the technical impossibility of further service provision or it would only be possible with the expenditure of disproportionately high costs,

16.7.2 due to the modernization of services, which is associated with the termination of the provision of services provided under the contract, in which case LAST MILE, together with the termination, is obliged to deliver to the participant an offer for the provision of a different, technically and price-close service with its advantageous establishment.

16.8 The notice period in the case of notice given pursuant to points 16.6 and 16.7 of this article of these terms and conditions is the same for both contracting parties, namely one month and begins on the first day of the calendar month following the delivery of the written notice to its addressee.

16.9 If the participant has the right to withdraw from the contract for the provision of services before the end of the period for which the contract was concluded, the company has the right to demand from the participant only compensation for the end device provided under favorable conditions, based on the contract for the provision of services and another related contract concluded together with the contract for the provision of services ("dependent contract"), if the subscriber decides to keep the terminal device in question. Any compensation according to the previous sentence will not exceed the proportional part of the value of this equipment agreed at the time of the conclusion of the dependent contract or the remaining part of the fee for the service provided under the contract for the provision of services, which the participant should pay until the end of the period for which the contract was concluded or the period of commitment, according to whichever amount is lower. The company is obliged to cancel any condition relating to the use of the terminal device in the networks of other companies, free of charge, no later than when the compensation for the device is paid in accordance with this provision. This provision does not apply to the provision of Internet access services.

16.10 The participant can undertake to remain in a legal relationship with the company established by the contract for the agreed commitment period specified in the contract. In the event that the participant violates this obligation to remain in a contractual relationship with the company during the entire period of commitment according to this contract, the participant is obliged to pay the company a contractual penalty agreed in the contract, usually in the amount equal to the sum of all monthly repayments specified in the contract for all remaining months from violation of this obligation until the expiration of the agreed commitment period according to this contract.

Article XVII

Dispute resolution

17.1 A Participant who is not a consumer undertakes to resolve any dispute with LAST MILE in respect of a matter in respect of which a complaint procedure has been conducted and the Participant disagrees with the outcome of the complaint or the manner in which it has been handled, in good faith, preferably by mutual negotiation with LAST MILE. In the event that, even within 30 days of the date of the Participant's receipt of LAST MILE's written request to LAST MILE to carry out a negotiation, LAST MILE and the Participant have failed to reach a settlement of the dispute, the Participant shall be entitled to proceed pursuant to Section 17.2 of this Article.

17.2 Upon the expiration of the period specified in clause 17.1 of this Article, the Participant shall be entitled to submit the dispute to the Office in accordance with Section 127 of the Act or to a court of subject matter and local jurisdiction in the Slovak Republic.

Article XVIII

Modification of the contract

18.1 During the term of the Contract, the Participant shall have the right to request in writing that the Contract be amended. The Contract may only be amended by agreement of both parties, in the form of a written amendment to the Contract, unless otherwise agreed.

18.2 LAST MILE reserves the right to amend the Contract in any way, including the General Terms and Conditions or the Price List. The Company shall notify the Subscriber of any change to the terms and conditions in a durable medium, in a clear and comprehensible manner, at least one month in advance and shall also inform the Subscriber of the right to withdraw from the contract. LAST MILE shall give notice of any change to the General Terms and Conditions or the Price List on its website. The obligation under this point shall also be fulfilled by the notification of a substantial change by text message, informing the end-user where to find information about the change to the terms and conditions, where justified.

Article XIX

Common and final provisions

19.1 These General Terms and Conditions shall come into force and effect on 01.02.2023.

19.2 The text of the General Terms and Conditions in the Slovak language is binding.

19.3 The legal relations between the Parties which are based on the Contract, but which are not expressly regulated by the Contract, shall be governed by the relevant provisions of the Act and other applicable legislation of the Slovak Republic.

19.4 In the event of a conflict between the individual parts of the contract, the provisions of the text of the contract, the order and any addendum to the contract shall prevail over the provisions of these General Terms and Conditions or the price list.

19.5 In the event that any provision of the Contract is invalid or ineffective, this shall not affect the validity and effectiveness of the other provisions of the Contract or the validity and effectiveness of these General Terms and Conditions. Invalid and ineffective provisions shall be replaced by the provisions of the Act and other applicable legislation of the Slovak Republic which are closest in content and purpose to the content of the contract, unless the parties have agreed otherwise in the contract.