



U. S. Steel Košice

GENERAL TERMS AND CONDITIONS

OF THE COMPANY
U. S. Steel Košice, s.r.o.

FOR PROVISION OF

PUBLIC TELEPHONE SERVICE

issued in accordance with § 40 of the Act No. 610 /2003 Coll. on Electronic Communications as amended.

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Part I.

General provisions

Article I. Introductory provisions

1. The Provider:
U. S. Steel Košice, s.r.o.
Vstupný areál U. S. Steel
044 54 Košice
IČO: 36 199 22
U. S. Steel Košice provides electronic communication networks and electronic communication services in accordance with the Act No. 610 /2003 Coll. on Electronic Communications as amended (hereinafter „the act“), on the basis of general authorisation No. 1/2004 of Telecommunications Office of the Slovak Republic of April 06, 2004 and the decision of the Telecommunications Office No. 11 170/2002/12/2004 of September 20, 2004.
2. U. S. Steel Košice, s.r.o. provides services listed in the point 1. through its special division IT Infrastructure, Department Telecommunications (hereinafter „the Provider“).
3. The Provider is entitled to carry out telecommunication activities on the territory as follows:
production grounds U. S. Steel Košice
area Ores and Goods Central Transship Center
production grounds Bočiar
vstupný areál (entry grounds) U. S. Steel Košice
grounds U. S. Steel Košice/Metallurgical Training Institution Šaca
4. The Provider issues for the purpose of more detailed arrangement of mutual rights and duties with the users of telecommunications services (hereinafter “the users”), these General Terms and Conditions for Provision of Public Telephone Service (hereinafter “General Terms”). The General Terms and Conditions are a part of the General Agreement for Provision of Services (hereinafter „General Agreement“).
5. The tariffs for provision of the public telephone service as well as the terms of application of the tariffs shall be specified by the Tariff for the provision of telecommunications services (hereinafter “Tariff”). The Tariff is a part of the General Agreement and is available at the Provider’s group of Customer data administration.

Article II. Basic terms

“The User” is a natural person, a natural person – entrepreneur or a legal entity in the contractual relation with the Provider pursuant to the General Agreement.

“General terms and conditions” are these General terms and conditions for provision of public telephone service. The General terms and conditions are a part of the General Agreement.

„Tariff“ means a complex of tariffs and charges for provision of public telecommunications services and associated services, as well as possible specific terms and conditions for provision of these services.

“Public telecommunications network U. S. Steel” (hereinafter “VTS USSK”) means a telecommunications network carried on by the Provider for the purpose of provision of public telecommunications services. VTS USSK creates a functional unit allowing the communication within the network as well as the communication to and from other public telecommunications services. The User is assigned within the framework of VTS USSK with one telephone number, possibly a set of telephone numbers.

“The public telecommunications service” means a telecommunications service, from provision of which no applicant for its use is excluded in advance.

“The public telephone service” means a telecommunications service for commercial provision of direct transmission of voice in real time through the public telecommunications network so that any user may use the device connected to the network terminal point for the communication with another user of the device connected to the other end point.

“Extension” means a complex of technical means permitting the user an access to individual telecommunications services. A telephone set does not constitute a part of an extension. According to signal character and signal properties at the network terminal point the extensions are divided as follows:

analogue extensions

digital extensions

“Extension terminal point” is usually a user telephone socket, unless another place of terminal point has been agreed with the user. The Provider guarantees the quality of service provided up to this point.

“Terminal telecommunications device connection” (hereinafter “connection”) is an activation of the extension and its keeping in active state, permitting the user’s access to public telecommunications services.

„Transmit number“ (hereinafter „prefix“) means a number, selected before any number of the other public telecommunications network in the Slovak republic.

“Automatic call” (hereinafter “call”) means a link between two or more telecommunication terminals connected to the public telecommunications network, and/or between telecommunication terminal and telecommunication equipment creating a part of the public telecommunications network, the establishment and disintegration of which are controlled from the user’s extension.

“Semi-automatic call” (hereinafter “connection”) means a link between telecommunication terminals connected to the public telecommunications network, accomplished through the operator service – call connection.

“Applicant” means a natural person, natural person – entrepreneur or legal entity, having asked the Provider for a conclusion of the General Agreement.

Part II. Contract on Connection

Article I.

Terms and conditions of provision of the public telephone service

1. The Provider shall provide the public telephone service by virtue of the Contract on Connection. The Contract on Connection shall originate through acceptance of the user's order after preceding conclusion of the General Agreement for provision of services. The Provider and the User shall at the same time enter the contractual relation under the Terms and Conditions stipulated by the act, the General Agreement, the Contract on Connection (i.e. in the User's order accepted), by these General Terms and Conditions and by the Tariff.
2. By the Contract on Connection the Provider shall commit itself to establish an extension (to establish a connection to VTS USSK) in those premises, which the User has right of use of.
3. A part of provision of the public telephone service is not a delivery of a terminal telecommunication facility, unless otherwise agreed in the Contract on Connection.
4. The substantial parts of the Contract on Connection are the agreed type of the public telecommunications service, a place of its provision, a period of its provision and the price. If the period of the service provision is not determined in the Contract on Connection, it shall be meant that the service shall be provided for an indefinite period of time. Shouldn't be the price agreed in the Contract on Connection, it shall be meant with reference to the Tariff.
5. In case the applicant is not an owner or administrator of internal telecommunications distributions necessary for connection of applicant's terminal telecommunications device and for provision of the public telephone service on the part of the Provider, it shall be possible to conclude a General Agreement with the applicant only under the condition that the applicant shall provide on its expense and responsibility a consent of the owner and/or administrator of these telecommunications distributions to use hereof, possibly a consent of the real estate's owner to establishment necessary telecommunications exchange line to the premises, where an extension is to be established. The establishment of exchange line shall follow the provisions listed in the Tariff.
6. The Provider shall be not responsible for any damage originated through the operation of telecommunications distributions and telecommunications devices,

not in the provider's possession – administration, and through which the public telephone service is provided by virtue of the owner's consent according to preceding point.

Article II.

Conclusion of the General Agreement and Contract on Connection

1. The Contract on Connection shall arise through acceptance of a User's order after preceding conclusion of the General Agreement.
2. A condition for conclusion of General Agreement is that the applicant shall submit documents proving his/her identity, his/her invoicing address and/or further documents required by the Provider. Through conclusion of the General Agreement he/she shall accept these General terms and conditions and the Tariff.
3. Additional contracts on connection with the same user shall arise through acceptance of his/her orders by the Provider in compliance with the General Agreement.
4. The Provider shall have the right to refuse conclusion of the General Agreement if the applicant does not provide the guarantee that he/she will adhere to all the conditions and terms stipulated in the General Terms and Conditions and Tariff, if he/she is the debtor of the Provider or of another telecommunications undertaking, or if the Provider has already withdrawn from the General Agreement with him/her or terminated the General Agreement with him/her for these reasons.
5. The Provider shall have the right to refuse a User's order, if provision of the public telephone service is not technically feasible in the required location, or to the required extent, or if the applicant hasn't provide for necessary consent pursuant to Part II. Art. I. Point 5. of these General Terms and Conditions.

Article III.

Termination of the General Agreement and the Contract on Connection

A. Termination of the Contract on Connection

1. An individual Contract on Connection can also terminate, if the General Agreement for provision of services remains in force. In such case the Contract on Connection can terminate:
 - a) upon expiration of the term for which the contract has been concluded
 - b) by mutual agreement of the contracting parties
 - c) by termination
2. The User may terminate the Contract on Connection for any reason or also without giving any reason. If the User terminates the Contract on Connection concluded for an indefinite period of time before the date of connection of the terminal telecommunications device to VTS USSK, the User shall be obliged to pay the

Provider all expenses arisen in connection with the establishment of the User's extension until the moment of the delivery of the termination to the Provider.

3. The Provider may terminate the Contract on Connection, if it cannot continue in provision of the public telephone service in the agreed extent or necessary quality due to technical unfeasibility of further service provision.
4. The notice period shall be the same for both contracting parties. It shall elapse on the last day of the calendar month following after the month in which a notice of termination has been delivered to the other Party.

B. Discharge of the General Agreement

1. In case of discharge of the General Agreement for provision of services all contracts on connection having been concluded on a basis of this General Agreement shall lapse to the same date on the same legal basis.
2. The General Agreement shall terminate:
 - a) upon expiration of the term for which the agreement has been concluded,
 - b) by mutual agreement of the contracting parties,
 - c) by termination,
 - d) by withdrawal,
 - e) by death or lapse of the User.
3. The Provider may back out of the General Agreement irrespective of the fact, whether it has been concluded for a definite or indefinite period of time:
 - a) if the User repeatedly interfered with the public telecommunication equipment without authorisation, or enabled such interference to a third party, even due to negligence,
 - b) if the User failed to pay the payable price of the telecommunications services provided or requested even within 30 days following the date of delivery of a reminder,
 - c) if the User repeatedly connected a terminal telecommunications equipment, technical capability of which has not been approved or acknowledged,
 - d) if the User repeatedly prevented an access of the Provider's operators to terminal points of VTS USSK for the purpose of carrying out activities related to provision of due function of an extension or VTS USSK,
 - e) If the User repeatedly violated the terms of the General Agreement and these General Terms and Conditions
4. The User is entitled to back out of the General Agreement in case when the Provider notifies him/her of a change in the terms of the Contract 30 days before it comes into force at the latest, and the User does not accept the change, when the Provider repeatedly fails to provide the public telecommunications service or has provided it with faults, even after claim, or when the Provider repeatedly fails to eliminate the fault of the public telecommunication service under claim within the agreed period.

5. The withdrawal shall be effective from time of delivery hereof to the other contracting party.
6. The Provider may terminate the General Agreement irrespective of the fact, whether it has been concluded for a definite or indefinite period of time if it cannot continue in provision of the public service in the agreed extent or the necessary quality due to technical unfeasibility of further service provision. The notice period shall be one month and it shall elapse on the last day of the calendar month following after the month in which a notice of termination has been delivered to the User.
7. The User shall be entitled to terminate the General Agreement for any reason or without giving any reason. The notice period shall be one month and it shall elapse on the last day of calendar month following after the month in which a notice of termination has been delivered to the Provider.

Article IV. Change of a person of the User

1. A change of a person of User may come about only by virtue of a declaration in writing, signed
 - a) by the User transferring all rights and obligations from the Contract on Connection,
 - b) by a new user, whom these rights and obligations are transferred on, and
 - c) by the Provider of the public telephone service.
2. A condition of the conclusion of the Supplement to the Contract on Connection, changing a person of the User, is that to the day of the transfer of all rights and obligations resulting from the Contract on Connection concluded all due prices of public telecommunications services provided to the original User were settled to the Provider and a new user has concluded the General Agreement with the Provider.
3. The User hasn't got any legal claim for conclusion of such Supplement to the Contract on Connection.

Article V. Change of the General Agreement

1. The General Agreement for provision of telecommunications services may be changed only by virtue of an agreement of both contracting parties in form of a supplement in writing.
2. A written form of the supplement to the General Agreement for provision of telecommunications services shall not be requested in case of conclusion of supplements laying down a change of the General Terms and Conditions for provision of the public telephone service or a change of the Tariff for provision of public telephone service on the part of the Provider. In such case the Supplement to the Contract on Connection with the User shall be lawfully concluded at the moment of coming the respective change into force.

Part III.
Rights and duties of the contracting parties

Article I.
Rights and duties of the User

1. The User shall have the right:
 - a) to provision with the public telephone service to the extent agreed in the Contract on Connection, the General Terms and Conditions and for the price according to the Tariff,
 - b) to the clearance of faults of technical or operational nature in provision of the service on the part of the Provider that arose on the equipment in the Operator's possession - administration and without cost for him/her, apart from faults which the User is responsible for according to Part XI. Art. II. of these General Terms and Conditions,
 - c) to reimbursement of a proportionate part of the price for the period during which the public telephone service was not provided, in case such situation was caused by the Provider, under the conditions and in the scope stipulated in the Tariff; the User shall claim this right towards the Provider not later than within three months after the last day of the respective accounting period, otherwise this right shall expire,
 - d) to the notice of payment correctness or quality of public telephone service provided,
 - e) to ask in writing for temporary interruption of provision of the public telephone service. During interruption upon the User's request the User shall pay monthly price for connection according to the Tariff.
2. The User shall be obliged:
 - a) to use the public telephone service only in accordance with respective Contract on Connection, and these General Terms and Conditions,
 - b) to pay the price for the establishment and use of the connection to VTS USSK and the provided or requested public telephone service according to the Contract on Connection, these General Terms and Conditions and the Tariff,
 - c) to use only the terminal telecommunications facilities technical capability of which was approved or acknowledged in accordance with respective regulations,
 - d) on establishing of the extension to designate exactly and report to the Provider all hiddenly conducted heavy-current, gas, water mains and other distributions and equipment that are known to him/her,
 - e) to immediately report at the fault complaint service faults, occurring on the Provider's telecommunications equipment (tel. No. 129),
 - f) to provide his/her extension for realization of telephone call in cases, when it is urgently necessary for fulfillment of statutory duty (e.g. for calling help for a person occurring in risk of life or with serious health defects, for prevention or conquest of fire or other natural disaster or accident),

- g) to enable an access of the Provider's staff to the extension for the purpose of execution of works related to provision of due function of the extension or VTS USSK.

Article II.
Rights and duties of the Provider

1. The Provider shall have the right:

- a) to the payment of the price for the provided or requested public telephone service according to the Tariff,
- b) to the compensation for the damage caused by the User to VTS USSK and to the telecommunications facilities in the User's possession – administration,
- c) to temporarily interrupt the provision of the public telephone service due to:
 - misuse of the service until such misuse is eliminated or technical measures in preventing such misuse are implemented,
 - failure to pay the due amount within 15 days from the day of delivery the prompt-note, until it is paid or the General Agreement expires,
 - scheduled interruption of the operation, making repairs, service and maintenance of the telecommunications facilities,
- d) to carry out all changes of its telecommunications facilities, provided it finds them necessary and allowable,
- e) to reject a User's proposal to conclude the Contract on Connection according to Part II., Art. II., point 5. of these General Terms and Conditions.

2. The Provider shall be obliged:

- a) to submit a clear and comprehensible bill for the provided services to the User, provided the nature of the service does not imply that the bill is unnecessary; to provide, to provide on the User's request, also detailed information on particular outgoing calls for the price fixed in the Tariff, provided it is technically feasible,
- b) if technically possible, to block up upon the User's request for the prices fixed in the Tariff an access to the public telephone service determined by him/her or an access to the route determined by him/her,
- c) to reimburse a proportionate part of the price for the period during which the public telephone service was not provided, in case such situation was caused by the Provider, in the scope corresponding to the period during which the service was not provided,
- f) if possible, ahead of time and in time to inform the users of telecommunications services either directly, or in other suitable way about restriction, interruption, changes or other irregularities in provision of the telephone service. This duty shall not relate to the period of emergency situation.

Part IV.
Extensions

Article I.
Establishment of the extension

1. The establishment of the extension is understood the installing of necessary connection telephone line from the respective exchange to the terminal point of VTS USSK (including) existing on the place agreed in advance in the premises, the User has the right of use. The connection telephone line installed up to the terminal point (including) shall remain in the Provider's possession – administration, although the User paid the respective price for the establishment according to the Tariff.
2. The extension shall enable the User besides use of the public telephone service also use of the public telecommunication service of data transmission by means of facsimile terminal telecommunication facility connected to VTS USSK and the public telecommunication service of data transmission without any warranty of transmission rate.
3. The Provider shall assign each extension a telephone number in accordance with the numbering plan.
4. The Provider shall provide a possibility of sale of terminal telecommunications facilities for the prices fixed by the Tariff, or by offering sheets.

Article II.

Relocation, displacement and change of the extension

A. Relocation of the extension:

1. The extension may be relocated to another place within the territory attended by VTS (see Part I, Art. 1 point 3) on a basis of the User's order. A necessary prerequisite shall be that the User is an owner or authorized user of the premises and/or real estates, where the extension should be relocated.

B. Displacement of the extension:

1. The extension may be displaced to another place in the same building or in the same telecommunications distribution on a basis of the User's order. A necessary prerequisite shall be that the User is an owner or authorized user of the premises and/or real estates, where the extension should be displaced.

C. Change of the extension

1. The change of the extension is understood the change of type of the extension, and/or the change of signal character and signal properties in the terminal point of VTS USSK (analogue extension, digital extension).
2. The change of the extension shall usually require a change of the call number. In such case the original call number shall be provided to the User at no cost as an associated number for incoming calls for the period of three months after the date of activation of a new call number.

3. The change of the extension may be executed on a basis of the User's order.

D. Common provisions

1. The relocation or displacement of the extension may be executed only provided the Provider doesn't keep towards the User, who asked for the relocation or displacement of the extension, any file of overdue outstanding debts for telecommunications services, unless the contracting parties shall agree otherwise.
2. The User shall be obliged to pay the price pursuant to the current Tariff for relocation, displacement or change of the extension.
3. The relocation, displacement or change of the extension may be only executed provided the technical and operational User's capabilities allow it.
4. The provisions of Part II. Art. I. point 6. of these General Terms and Conditions shall adequately apply to the relocation or displacement of the extension in case the User is not an owner or administrator of internal telecommunications distributions necessary for its relocation or displacement and provision of the public telephone service.

Part V. Call from the extension

Article I. Categorization of extensions

1. The extensions in VTS USSK have the call category always assigned. In accordance with the call category the extension shall have the possibility to call directions determined in advance, with the exception of directions blocked up in VTS. The routes blocked up are listed in the Tariff.
2. Caregories of extensions are as follows:
Category A – may call only within VTS USSK
Category E – may call only within VTS USSK, can't call the switching workplace VTS USSK (tel.č. 102)
Category B – may call also the numbering area Košice (055)
Category C – may call any VTS in the Slovak Republic
Category D – without any limitation of call direction
4. The User shall have the right to ask anytime for a change of the call category. The change of a call category may be realized only on the basis of the User's application in writing.

Article II. Types of calls

1. The intranetwork call means a call realized within the framework of VTS USSK. It shall be realized by dialling the telephone number of the extension called.

2. The extranetwork call means a call realized from VTS USSK to other VTS. It shall be realized by dialling the prefix “0”.
 - a) After the prefix, the extension number in VTS Slovak Telecom, a.s. shall be dialled, provided this number occurs in the Košice numbering area (55). If the extension called occurs in other VTS Slovak Telecom, a.s. numbering areas, a respective routing number of the area shall be dialled (e.g. 0 02 – Bratislava).
 - b) After the prefix a routing number of the mobile network (e.g. 0 0903 – EuroTel) shall be dialled
3. The international call means a call realized from the extension of the User connected to VTS USSK, to the telecommunications networks of the providers in other countries. It shall be realized by dialling the prefix „0“ and the international resolving number “00” and subsequently the international number. The international resolving number isn’t a part of the international number.

Part VI.

Operator service – switching of calls

Article I.

Definition of terms

1. “The operator service – switching of calls” means a complex of activities necessary for the realization of a connection between the extension of the calling user and the extension called with operator assistance and by means of technical means of VTS and telecommunications networks of other providers.
2. Particular types of connections and related operator services including respective rates of prices are specified in the Tariff.

Article II.

Terms of provision of the operator service – switching of calls

1. On realization the link with the operator assistance the User shall report the complete specification of the extension, to which the connection is to be realized, i.e.
 - the international routing number of the country or the name of the country,
 - the national target code or the name of the municipality,
 - the telephone number of the extension,
 - the requested operator service.

Part VII.

Issuing of telephone directories

1. The Provider administers the database of users. It uses the database for keeping of the telephone directory. The directory is continuously updated.

2. The User shall be obliged to immediately report each change of his/her data. The change of data shall be taken into consideration at overwriting the actual database usually on the next working day after delivery of the change.
3. The User shall have the right for non-publication of data. Information of non-published telephone numbers and users, who asked for non-publication, shall not be provided even at the inquiry service telephone number (tel. No. 120).

Part VIII.

Value-added services and additional services

1. Value-added services and additional services shall be provided according to technical possibilities of VTS USSK. From the technical – operational aspect these are services, use of which is controlled by the User by means of the connected terminal telecommunications facility, or services permanently assigned to the User's extension by virtue of his/her request.
2. Additional services are in particular as follows:
 - call forwarding
 - central voice answerphone (voice reports for a called person and reference for a calling person)
 - making a call without dialling
 - alternate call with two users
 - over-the-phone conference
 - display of calling number on the digital extension - CLIP
 - listing of outgoing calls
3. The Provider doesn't dispose of respective technical means and therefore it doesn't provide services as follows:
 - number transfer in the unswitched network, i.e. keeping the same number upon a change of the provider of the service
 - identification service of malicious and nuisance calls

Part IX.

Price, payment terms and tariffication

1. The rates of prices for provision of public telecommunications services and public telecommunications services provided at no cost, as well as the terms under which the rates are applied, are given and charged to the User in the amount and in the way stipulated by the Tariff. The prices are agreed excluding VAT. VAT shall be charged by course of current tax regulations.
2. All prices for the public telecommunications services repeatedly provided to the User on the part of the Provider or requested by him/her (including the price for provision of the public telephone service) shall be billed to the User monthly by the invoice (hereinafter "billing"). Invoices shall be made out by the Provider immediately after expiration of respective month and after receipt of related

invoices from cooperating providers. Invoices shall contain prescribed particulars by course of the current act on VAT.

3. The User shall be obliged to pay due amounts for provided or requested telecommunications services by the maturity date, stated on respective bill and/or prompt-note. If the outstanding amount for provided or requested telecommunications services were not paid, the Provider shall be entitled to charge the User an interest on overdue payment in amount of 0.05% of the outstanding sum for each commenced day of delay. Interests on overdue payment shall be payable by the same date as due invoices for provided or requested telecommunications services.
4. The provision of the public telephone service shall be liable to value added tax in compliance with relevant legal regulations, in amount stipulated by these regulations.
5. The User shall be exclusively responsible for the payment of prices for provided or requested public telecommunications services billed in the relevant statement by the maturity date. The User's obligation to pay billed amounts by means of cashless system of payment shall be fulfilled by the moment of putting down the outstanding sum to the Provider's account.
6. The User shall be responsible for all calls realized from the extension used for provision of public telecommunications services pursuant to the Contract on Connection, regardless of the person having realized the call, and shall be obliged to pay the Provider the price for use of public telecommunications services provided or requested in such way.
7. On interruption of provision of public telephone service lasting longer than 7 calendar days, provided the User isn't responsible for this interruption, the Provider shall reimburse the User a proportionate part of the price already paid in the way stipulated in the Tariff, on the understanding that the User shall report such interruption at the respective fault complaint service and shall claim at the Provider his/her right for reimbursement of a proportionate part of the price in a period stipulated by law - within three months, otherwise this right shall expire. The period of interruption of provision of public telephone service shall be calculated from the date when the interruption of provision the public telephone service was reported and verified by the Provider.

Part X.

Telecommunications privacy and protection of information and data

1. The subject of telecommunications privacy are:
 - a) information and data received, conveyed, mediated, and stored during provision of public telecommunications services,
 - b) names and address data of communications parties,
 - c) traffic data related to public telecommunications services.

2. Everybody who comes in contact with the telecommunications privacy in execution of the telecommunications activities or while utilising public telecommunications services shall be obliged to keep it secret.
3. The subject of the telecommunications privacy may be disclosed only to the person concerned and to the state authority, which is entitled to provide state defence and security of the state, investigation and prosecution of crimes or unauthorised use of telecommunications facilities according to relevant generally binding regulations.
4. The Provider shall be obliged, in spite of non-publication of the User in the telephone directory, to supply courts of justice, office of the public prosecution and other state authorities under conditions stipulated by special regulations with information constituting the subject of telecommunications privacy, or which the protection of personal data refers to.
5. Recording, tapping, and storing of information and data transmitted via public telecommunications networks conducted by other persons than the communicating persons shall be forbidden, except for a method contractually agreed with the user of the telecommunications service and as a part of exercising the statutory authorisation of state authorities. This ban shall not apply to information concerning:
 - a) originators of threatening anonymous calls, nuisance calls or malicious calls,
 - b) originators disseminating alarming or threatening information,
 - c) originators of calls misusing the public telecommunication service by using telecommunications facilities for their benefit,
 - d) terminal telecommunication facilities, from which calls under Letters a) to c) were made.

Part XI.

Scope of responsibility of the Contracting Parties

Article I.

The Provider's scope of responsibility

1. The Provider shall be responsible to the User for damage it caused to him/her due to the deliberate breach of obligations resulting from the General Agreement and from these General Terms and Conditions in the scope and in the way laid down in the General Agreement and in the General Terms and Conditions.
2. The Provider's responsibility for damage caused by non-provision, partial provision or faulty provision of the telecommunications service shall be limited to an obligation to reimburse a proportionate part of the price already paid for non-provided, partially or incorrectly provided telecommunications service, and/or to proportionally reduce the price of the telecommunications service for the period of non-provision, partial or faulty provision of the telecommunications service. The Provider shall not be obliged to compensate the User damage exceeding the

amount of the price for non-provided, partially or incorrectly provided telecommunications service.

3. The Provider shall not be responsible to the User for damage caused by the telecommunications facility not in possession – administration of the Provider, through which the public telephone service is provided to the User, provided damage was not caused by fault on the part of the Provider.
4. The Provider shall not be responsible for damage occurred to the User, which is related to the contents of reports delivered.
5. The Provider shall be obliged in case of occurrence of damage, which it is responsible for, to reimburse the User damage in the scope stipulated by the provisions of this part of the General Terms and Conditions, but not a loss of profit.
6. The User shall not have any claim for damages, if the failure to fulfill duties by the Provider was caused by action of the User or by insufficient co-operation, which the User was obliged to. The User shall not have any claim for compensation of that part of damage caused by failure to fulfill his/her duty stipulated by legal regulations issued for the purpose to prevent origin of damage or limitation of its scope.
7. The Provider shall be entitled of its own choice to reimburse the User damage either in money, or to put into previous state.

Article II.

The User's scope of responsibility

1. The User using without justification the public telecommunications service or telephone facilities administered by the Provider, shall be obliged to pay all compensations according to the Tariff for time of unauthorised use of the service or telephone facility.
2. The User shall be responsible for damage he/she caused to the Provider, because he/she didn't treat so as not to damage telecommunications facilities and not to disturb their operation, and not to interfere with the provision of public telecommunications services without justification.
3. The User shall be responsible according to generally binding legal regulations for damage, occurring to the Provider on its terminal telecommunications facility, as well as for other damages, caused to the Provider by his/her action.
4. The Provider shall not have any claim for damages, if the failure to fulfill duties of the User was caused by action of the Provider or by insufficient co-operation, which the Provider was obliged to. The Provider shall not have any claim for compensation of that part of damage caused by failure to fulfill its duty stipulated by legal regulations issued for the purpose to prevent origin of damage or limitation of its scope.

5. Damage shall be settled in money; but if the Provider requests for it and if possible and practical, the User shall settle damage by putting into previous state.
6. Otherwise, respective provisions of the act No. 610/2003 Coll. on electronic communications and Commercial Code refer to responsibility of the User towards the Provider.

Part XII.

Claims procedure rules

1. The User shall have the right to claim accuracy of billing for provided or requested public telephone service or quality of provided public telephone service.
2. The User shall be entitled to claim accuracy of billing for provided or requested public telephone service or quality of provided public telephone service at the Provider in written form, not later than within 30 days from the day of delivery of the billing claimed.
3. Claims of the User with respect to review payment or quality of provided service made after expiration of the period specified in preceding point shall not be acknowledged on the part of the Provider.
4. Claims with respect to review billing for the public telephone service shall not have a postponing effect on payment for the provided or requested public telecommunications services.
5. The Provider shall inform the User in writing of the results of the examination of his/her claim within 30 days from the day of delivery hereof, otherwise the claim shall be deemed to be recognised.
6. If, upon a claim, a defect on the telecommunications equipment is detected, which could prove to be to the detriment of the User, but the scope of the provided public service or the price for providing it cannot be provably determined, the User shall pay the price corresponding to the price for the average extent of use of the public telephone service for the preceding six months. If the use of the service was shorter than six months, the User shall pay the price corresponding to the average extent of use of the public telephone service for preceding months of use of the service.
7. If the claimed price exceeds three times the average extent of use of the public telecommunications service for the preceding six months, the User shall have the right to postpone the payment of the price exceeding the average extent of use of the telecommunications service for the preceding six months until the end of the examination of the telecommunications equipment at the latest, or to pay for it in instalments.

Part XIII.

Delivery of papers

1. Both contractual parties shall be obliged to deliver in person or by mail to the address given in the respective General Agreement papers the Provider or the User are obliged to deliver the other party by course of the act No. 610/2003 Coll. on electronic communications, of the General Agreement or General Terms and Conditions.
2. After conclusion of the General Agreement the User shall be obliged to report the Provider in writing a change of delivery address. Until the moment of delivery the report of a change of address to the Provider the address reported for the last time to the Provider shall be deemed as the address determined for delivery. In case of long-time absence of the User at the address determined for delivery (longer than 1 month) the User shall be obliged to report this fact in writing to the Provider and to authorize the third person to be delivered to with the effect of delivery to the User.
3. If the User authorizes the third person in the General Agreement to take over papers, accounts and prompt-notes (so-called "addressee"), the effects of delivery to the User shall come about by the moment of delivery hereof to the specified address of the authorized person. Each change in respect of discharge or change of full power of the authorized person shall become effective towards the Provider as per the date of delivery of the report of such discharge or change to the Provider.
4. In case of papers and prompt-notes sent by mail to the address stated in the Contract on Connection as registered letter deliveries, these papers shall be deemed as delivered to the User (and/or addressee), if:
 - the recipient refused receipt of the delivery or
 - the delivery were not collected at the post office within the specified takeover period or
 - it were impossible to identify the User and/or the authorized person at the address given in the General Agreement and alternative sending is impossible.
5. Papers delivered to a substitute recipient pursuant to Postal Terms and Conditions of Slovenská pošta š.p. shall also be deemed as delivered to the User and/or the authorized person.

Part XIV.

Relevant law, deciding disputes and mechanism of settlement of disputes

1. The Provider is interested in resolving disputes by extrajudicial settlement and assumes also a similar position of the User. Details are given in the General Agreement.
2. The law of the Slovak Republic is valid for legal relations resulting from the General Agreement and these General Terms and Conditions, namely even in case the User is a foreigner.

3. In case of dispute which cannot be resolved according to point 1 of this part, the jurisdiction shall be given in compliance with the Civil Court Rule of the Slovak Republic.
4. The relations between the User and the Provider not laid down in the Act No. 610/2003 Coll. on electronic communications, in the General Agreement, in these General Terms and Conditions and in the Tariff, shall follow the Commercial Code No. 513/1991 Coll. as amended and related generally binding legal regulations.

Part XV. Special provisions

1. The Provider shall reserve for itself the right to unilaterally change without the User's approval these General terms and Conditions for provision of the public telephone service and the Tariff for provision of public telephone service.
2. The Provider shall be obliged to inform in writing the User not later than 1 month before coming the change of General Terms and Conditions into force about the change of General Terms and Conditions.
3. The Provider shall be obliged to inform the User about the change of the Tariff, namely through the notification in writing sent to the address specified by the User in the General Agreement in the month preceding the month in which the respective change of the Tariff shall come into force.

Part XVI. Provisional and closing provisions

Article I. Provisional provisions

1. The legal relations arisen between the Provider and the User before the date of force of the Act No. 610/2003 Coll. on electronic communications shall be regarded as legal relations according to this act.
2. The applications for the establishment of public telecommunications services filed before the day of force of these General Terms and Conditions or according to preceding legal regulations shall be deemed as proposals of applicants for conclusion of the General Agreement. The Provider shall be in such case obliged not later than within 30 days from coming these General Terms and Conditions into force to conclude with the Applicant the General Agreement for provision of telecommunications services or to refuse conclusion hereof for reasons mentioned in these General Terms and Conditions.
3. These General Terms and Conditions shall cancel and replace all regulations and business terms and conditions for provision of the public telephone service yet in force.

Article II.
Closing provision

1. These General Terms and Conditions for provision of public telephone service shall come into force from the date of issue.