

I. Digital Service Provider Terms and Conditions

INTERNET CZ a.s., Company ID No. 26043319, with its registered seat at Ktiš No. p. 2, District of Prachatice, postal code 384 03, registered in the Commercial Register at the Regional Court in České Budějovice, in Section B, File 1245 (hereinafter referred to as the Provider).

Provider is a hosting service provider and these terms and conditions govern the application and enforcement of the terms and conditions of digital services under EU Regulation 2022/2065 on the Single Market for Digital Services and amending Directive 2000/31/EC (Digital Services Act).

Provider offers intermediary services within the meaning of Article 3(g) of the **Digital Services Act**, which are *hosting services - cloud storage solutions for legal and natural persons*.

II. Single points of contact for communication on the Digital Services Act (Art. 11 and 12 of Digital Services Act)

- 1) This is the place to contact the Provider regarding its hosting services or to report any illegal content available on the Provider's hosting services.
- 2) The single point of contact for Member State authorities, the Commission and the Committee referred to in Article 61 of the Digital Services Act (Article 11(1) of the Digital Services Act) and the single point of contact for recipients of the Provider's services (Article 12(1) of the Digital Services Act) shall be:
E – mail: **report.abuse@forpsi.com**
- 3) The Provider can also be contacted by phone at **+420 38 38 35 35 3**.
- 4) Communication with Provider is possible in Czech and English.
- 5) The contact point enables electronic communication with public authorities, the Commission and the European Board for Digital Services.

III. Transparency reports (Art. 15 of Digital Services Act).

- 1) In accordance with Article 15(1) of the Digital Services Act, the Provider is obliged to publish once a year reports on the transparency of the moderation of the content in which it participates. Such a report will be available on the Provider's website at the relevant time.

IV. Intermediary service

- 1) "Intermediary service" within the meaning of the Digital Services Act means:
 - a. A "mere conduit" service consisting of the transmission of information provided by the recipient of the service over a communications network or the provision of access to a communications network;
 - b. a 'caching' service consisting of the transmission of information provided by a recipient of a service over a communications network and involving the automatic temporary temporary storage of information for the sole purpose of transmitting the information to other recipients at their request as efficiently as possible;
 - c. a "hosting" service consisting of the storage of information provided by the recipient of the service at the request of the recipient.
- 2) The intermediary service is not primarily aimed at minors. The Provider as a provider of intermediary services shall inform the recipient of the service of any significant change in the contractual conditions.

V. Illegal Content

- 1) "'Illegal content' within the meaning of the Digital Services Act means:
any information which, in itself or in relation to a particular activity, including the sale of goods or the provision of services, does not comply with European Union law or the law of a Member State which is in accordance with European Union law, irrespective of the precise subject matter or nature of that law.
- 2) Any processing of illegal content within the services and products provided to the Customer by the Provider may result in the termination of such service or product.

VI. Notification and action mechanism (Art. 16 of Digital Services Act)

- 1) According to Article 16 of the Digital Services Act, individuals and legal entities that have identified illegal content in relation to the hosting services provided by the Provider have the possibility to notify the Provider.
- 2) If you have identified specific information within Provider's services or products that you believe to be illegal content, please complete the Illegal Content Reporting Form for Hosting Services, which can be found at <https://www.forpsi.com/report-abuse/>.
- 3) A notification within the meaning of section 16 of the Digital Services Act must be sufficiently precise, adequately substantiated and include the following elements:
 - a. a sufficiently substantiated explanation of the reasons why the notifier claims that the information in question is illegal content;
 - b. an unambiguous indication of the exact electronic location of this information, such as the exact uniform URL or URLs, and, if necessary, additional information to identify illegal content, depending on the type of content and the specific type of hosting service;
 - c. the name of the person or subject making the notification and their e-mail address (and a telephone number as an optional detail), except in the case of information that is deemed to constitute one of the offences referred to in Articles 3 to 7 of Directive 2011/93/EU; (information that you believe relates to the offence of sexual abuse, sexual exploitation, child pornography, soliciting children for sexual purposes, or the instruction, assistance or participation in the commission or attempted commission of such offences). In these cases, or in other cases where you wish to make a non-identifiable report, you can contact the Provider by telephone on +420 38 38 35 35 3;
 - d. a statement confirming that the notifier believes in good faith that the information and allegations contained in the notification are accurate and complete. You may also make a notification by sending an email to **report.abuse@forpsi.com**.
- 4) The Provider will process all notifications in a timely, diligent, unbiased and objective manner; the Provider will send you an acknowledgement of receipt of the notification and will notify the individual or the subject who submitted the notification of its decision without undue delay and indicate any possible actions.
- 5) In the case of the provision of a hosting service fulfilling the characteristics of an "online platform" under the Digital Services Act, the Provider may proceed to moderate content within the meaning of Article 3(t) of the Digital Services Act. Content moderation are activities, whether or not automated, carried out by the Provider, and in particular to detect and identify illegal content or information that is not compatible with the terms and conditions of the product or service and, where appropriate, to negotiate a remedy, including taking measures that affect the availability, visibility and accessibility of such illegal content or information, preventing access to or removing the illegal content or information, or measures that affect the ability of recipients of the service to provide such information, such as cancelling or suspending the recipient's account.
- 6) You may report any illegal content on Provider's hosting services by completing the Illegal Content Reporting Form for Hosting Services, which can be found at <https://www.forpsi.com/report-abuse/> .
- 7) If the Provider receives information leading to the suspicion that a criminal offence threatening the life or safety of a person or persons has occurred, is occurring or is likely to occur, it shall immediately inform the law enforcement or judicial authorities of the EU Member State concerned or the Police of the Czech Republic pursuant to Article 18 of the Digital Services Act of its suspicion. Notifications made by trusted notifiers under the Digital Services Act will be dealt with by the Provider on a priority basis. "Dark patterns", which are elements in online interfaces that mislead or manipulate service recipients or otherwise interfere with their ability to make free and informed decisions, are prohibited. The Provider may, in good faith and with due diligence, conduct voluntary investigations on its own initiative or take other measures to detect, identify, remove or disable access to illegal content.

VII. Information about content restrictions in connection with the use of the Service (Art. 14 (1) sentence 3 of the Digital Services Act), about the Provider's internal complaint handling system (Art. 14 (1) of the Digital Services Act) about the possibilities for out-of-court dispute settlement (Art. 21 of the Digital Services Act)

- 1) The following information regarding the Provider's internal complaint handling system (Article 14(1) of the Digital Services Act) and out-of-court dispute settlement options (Article 21 of the Digital Services Act) applies only to recipients of services provided by the Provider.
- 2) In the case that the information processed by the service recipient within the Provider's service or product is illegal content or in violation of the contractual terms between the Provider and the Customer, the Provider may proceed to the following restrictions in relation to such information:
 - a. all restrictions on the visibility of specific information provided by the recipient of the service, including removing content, making content inaccessible, or assigning a lower search ranking to that content;
 - b. suspension, termination or other restriction of monetary payments;
 - c. total or partial suspension or termination of the service;
 - d. suspension or cancellation of the service recipient's account.
- 3) Should the recipients of the Provider's services disagree with the decision, they may file a complaint against the Provider's decision through the internal complaint system. Complaints can be submitted free of charge via email to **report.abuse@forpsi.com** within six months of receipt of the disputed decision. Provider staff may contact the complainant if the Provider needs further information to resolve the complaint. Complaints are handled in a timely, non-discriminatory, thorough and unbiased manner under the supervision of qualified staff. Once the Provider has reached a decision, it shall communicate it to the complainant without undue delay.
- 4) These **Digital Services Act** Terms of Service govern information about any restrictions that Provider, as a provider of intermediary services, applies in its contractual terms and conditions under which the **Digital Services Act** digital service is used and is an integral part of any agreement with Provider governing the provision of such services. As Provider only provides hosting services, the following restrictions apply:
 - a. These are services that enable the storage of information provided by the Customer at his request, e.g. cloud infrastructure, web hosting etc. The Provider is not obliged to monitor the transmitted/stored information, nor to actively search for facts/circumstances that suggest illegal activity.
 - b. In the case that the Service Provider detects or has reasonable knowledge of unlawful activity or illegal content, it shall take measures to remove the illegal content in question or to prevent access to it, if this is within its technical and operational capabilities. If Provider is unable to do so for the reasons set out above, it shall, to the best of its ability, forward the notification to an entity likely to be technically and operationally capable of implementing the relevant restrictions, or notify the notifier of the need to forward the notification of illegal content to such an entity.
 - c. If the Customer or any other subject comes across information that they consider to be illegal content while using the Service, they may notify Provider. The notification must include at least the following:
 - i. a statement of the reasons why the marked content is illegal,
 - ii. a precise indication of the electronic location of the illegal content, in particular the exact unambiguous source address or addresses (URLs) and, where necessary, additional information enabling the illegal content to be identified,
 - iii. the name and e-mail address of the notifier,
 - iv. a declaration from the notifier that the information provided is true.

- d. Notification may be done electronically to the address of the contact point referred to in Article 2. The Provider shall acknowledge receipt of the notification to the notifier at that address and inform the notifier of its decision with regard to the information to which the notification relates.
- e. In the instance where the Provider decides to remove certain information provided by the Customer or to prevent access to such information, the Provider shall inform the Customer of its decision and shall provide appropriate reasons for its decision. The statement of reasons shall include the following:
 - i. the form of the restriction (removal of information, denial of access, suspension of service, suspension of account, see below),
 - ii. the facts on which the decision is based, including whether the decision was taken on the basis of the notification referred to above or on the basis of a decision of a judicial or administrative authority,
 - iii. an explanation of why the information may be considered illegal content,
 - iv. if the decision is based on a violation of the terms of service, a reference to the relevant clause of the terms of service that was violated,
 - v. information about the remedies available to the Service Customer or information about the requirement to take remedial action, together with an indication of the specific time limit within which the action is to be taken.
- f. If the Provider is authorized to restrict intermediary services, it may, at its discretion:
 - i. discontinue the supply of services or withdraw from the contract governing the operation of the service,
 - ii. block the Customer's access to administrator accounts,
 - iii. suspend the servers,
 - iv. block server access from/to the Internet,
 - v. delete the Customer's data, including backups, based on a decision of a judicial or administrative authority.
- g. The Provider shall be authorised to restrict or terminate the intermediary services, including mere conduit services, in particular, but not exclusively, in the following cases:
 - i. The customer significantly violates the terms and conditions of the service (in particular, if the service is used for illegal activities),
 - ii. if serious technical or operational reasons arise, in particular if the security or integrity of the Provider's network is threatened, or if the security of the service or other services provided by the Provider is compromised,
 - iii. on the basis of the authorisation specified in the contractual documentation for the service, a law, a decision of a judicial or administrative authority,
 - iv. in the event of a state of crisis, in particular a national emergency, a natural disaster or a threat to national security.
- h. The Provider may suspend the provision of the intermediary service if the Customer reports its misuse by a third party.
- i. The Provider shall not be liable for damages to the Customer or any third party in connection with the limitation or interruption of service in the above cases.

VIII. Other provisions and notices

- 1) The competent public authorities may, within the scope of their powers, order the Provider to take action against illegal content or to provide specific information about individual customers using intermediary services who are named in such orders in order to determine whether the customers comply with applicable European Union or national rules.

- 2) To the extent that applicable law permits Provider to appeal a decision of a public authority (whether by way of ordinary or extraordinary appeal or any other form of review), it is entirely at Provider's discretion whether to make such an appeal and failure to do so shall not give rise to any rights in favour of Customer.
- 3) In case of a problem or request related to the intermediary service provided by the Provider, the Customer can use the contact form available on the Provider's website <https://www.forpsi.com/report-abuse/>. However, they are not obliged to.

IX. Annual report publication

Each year, the Provider will issue an annual content moderation report that will include summary information about content moderation – both content moderation under the Digital Services Act rules and moderation it has performed during the period under the terms of service. The report will be available on the Provider's website.

X. Out-of-court settlement of disputes held before the authorised bodies for the out-of-court settlement of disputes

For the resolution of disputes concerning decisions made under the Provider's internal complaint handling system, there is, inter alia, the possibility to apply for out-of-court dispute settlement to a so-called "certified out-of-court dispute settlement body" as defined in Article 21 of the Digital Services Act. Certified out-of-court dispute settlement bodies are unbiased and independent bodies which are explicitly certified by EU Member States and which, due to their skills and expertise, can review disputes submitted to them. The Provider will cooperate with the out-of-court dispute settlement body in accordance with legal requirements. However, the Provider is not bound by the decisions issued by the out of court dispute settlement body. Further details of out-of-court dispute settlement will be communicated to service recipients, in some cases together with any decisions that may be appealed. The above information does not limit the rights of service recipients to pursue their claims against the Provider through the courts of competent jurisdiction.

XI. Terms and Conditions

- 1) The Provider shall regulate the terms and conditions for the provision of the relevant product or service in connection with the **Digital Services Act**, in particular in these Digital Services Act Terms and Conditions, which form an integral part of the contract with the Customer governing the provision of the service.
- 2) The Provider reserves the right to update and change these Terms at any time, in particular due to legislative changes or operational reasons. The Provider shall inform the customers of such changes in the manner prescribed by law.

XII. Force and effect

These terms and conditions shall come into force and effect on 1. 1. 2025.