

Complaints procedure of NETHOST s.r.o.

Article 1 - General provisions

These Complaints Rules regulate the procedure for making a complaint about services offered by NETHOST s.r.o., with its registered office at: Kšírova 435/136, Horní Heršpice, 619 00 Brno, IČ: 26226979, registered at the Commercial Register at the Regional Court in Brno, Section C, Insert 38349.

This complaint procedure is binding for both the Provider and the Client.

By these Complaints Procedure, the Provider informs the Client about the scope, conditions and manner of making a complaint, including information on where the complaint can be made.

This complaint procedure is published on the Provider's website.

The contractual relationship is established on the day of concluding the contract in written or electronic form, via the website with the offer or description of the service and product, or at the time of approval of the binding order of the Customer by the Provider, establishment of test or interim operation of the service and product until the conclusion of a proper contract, beginning of use of the Provider's services and products by the Client, or unilateral acceptance of or advance payments for services and products, or otherwise, including an oral contract. At the moment of entering into a contractual relationship, the Customer agrees with these Complaints Rules and confirms that he has been acquainted with its contents.

Article 2 - Interpretation of terms

The Provider means the business company NETHOST sro, with its registered office at: Kšírova 435/136, Horní Heršpice, 619 00 Brno, IČ: 26226979, registered at the Commercial Register at the Regional Court in Brno, Section C, Insert 38349. (hereinafter referred to as the "Provider").

For the purposes of these Complaints Rules, the customer means any entity that concludes with the Provider in writing or electronically via the www presentation a contract for the provision of services and products of the Provider, or becomes a customer by unilateral acceptance of the conditions of the relevant service or GTC, or in another way (hereinafter "Customer").

The Service means the services offered by the Provider, namely Web hosting services, electronic mail, domain registration, server housing, virtual servers, server rental and other related services.

Complaint means the exercise of the right of liability for defects in the service or goods provided. The Provider's complaints department means the provider's workplace at the address NETHOST s.r.o., ČS armády 9, 160 00 Prague 6, reklamace@nethost.cz handling complaints.

NETHOST-CLIENT is an online communication tool used for communication between the Provider and the Customer.

Article 3 - liability for defects

The provider is responsible for defects in services or goods that do not meet the agreed parameters.

The Provider is responsible for defects in the offered service for the period of its provision to the Client.

Article 4 - making a complaint

The customer is entitled to file a complaint:

- on the quality of the provided service and products of the Provider
- the scope of the provided service and products of the Provider
- for the correctness of the price charged for the services and products provided by the Provider
- for the correctness of billing for the services and products provided by the Provider

In the event that the Customer believes that the services and products provided by their scope, quality or price do not meet the conditions and therefore show defects, he is entitled to exercise the relevant rights from liability for these defects in writing to the Provider, by e-mail sent to info @ nethost.cz or via the Provider's electronic system "NETHOST-CLIENT". Due to the objective assessment and finding out the current information, the Customer is obliged to file a complaint within 7 days from the occurrence of the claimed fact.

The Customer is obliged to file a complaint about the billing of services and products, or a complaint about invoicing within 7 calendar days from the delivery of the statement, tax document, invoice or request for payment for services and products by e-mail sent to the address info@nethost.cz or via the Provider's electronic system "NETHOST-CLIENT".

The specific contact details of the Provider are published on its website.

When making a complaint, the customer is obliged to duly substantiate his complaint and sufficiently prove its legitimacy. When making a complaint, the Client shall state his identification and contact details so that the Provider can properly identify and contact him back (address of residence, stay, or registered office, telephone number, e-mail). At the same time, he is obliged to submit to the Provider an identification or proof of the provided service and product - a copy of the order, invoice, request for payment, etc. The customer will accurately mark and describe the defect of the service and the way in which the defect manifests itself, as well as the time limit, according to the Customer occurred to limit the quality of the service or product provided. In the event of a complaint about the correctness of billing for services or products provided, the Customer must state the accounting (invoicing) period to which the complaint relates. The customer is also obliged to provide an email address to which he requests to send information on the settlement of the complaint.

The Provider is not liable to the Client for any incorrect data stated in the complaint made by it and for the impossibility of delivery of the complaint to the email address specified by the Customer.

Making a complaint about the correctness of the invoiced price for the provided service does not have a suspensive effect on the payment, ie it does not release the Customer from the obligation to pay the invoice within the due date.

The Provider reserves the right not to accept complaints if the reduction in the quality of the Service was caused by:

- a) circumstances excluding liability,
- b) unprofessional or unauthorized interventions of the Client into the setting up of services or products of the Provider or other third parties, to which the Client allowed knowingly or unknowingly, even through his negligent actions, such intervention, or
- c) use of the Provider's services and products in conflict with the contractual relationship for the provision of the service
- d) and products, whether it was concluded in the form of a contract in written or electronic form, through a website with an offer or description of the service and product, or at the time of approval of the binding order of the Customer by the Provider, establishing test or interim operation of the service and product and the Provider's products by the Client, or by unilateral acceptance of the conditions of the relevant service, acceptance of the GTC, execution of payment or advance payment for services and products, or in another way, including an oral contract, or
- e) if the Customer has lodged a complaint in violation of the rules described in these Complaints Rules.

The day of the commencement of the complaint procedure is considered to be the day when the Client has lodged a complaint with the Provider in accordance with these Complaints Rules. If the complaint does not contain all the required data according to these Complaints Rules, the complaint procedure begins on the day of delivery of all required data. If the Client does not complete the missing data even at the request of the Provider, the complaint will be considered

as unfounded.

Article 5 - settlement of complaints

When making a complaint via e-mail, the Provider will deliver to the Client a confirmation of receipt of the complaint to the email address provided by the Provider. If it is not possible to deliver the confirmation immediately, it must be delivered immediately, but no later than together with the proof of the complaint; A confirmation of receipt of the complaint does not have to be delivered if the Customer has the opportunity to prove the application of the complaint in another way.

When making a complaint through the Provider's electronic system "NETHOST-CLIENT", this system of the Provider records all actions of the complaint, including data on the receipt (application) of the complaint.

The Provider will investigate the complaint immediately after its application and decide on the method of handling the complaint. After determining the method of handling the complaint, the complaint will be settled immediately, in justified cases, the complaint can be settled later. However, the settlement of the complaint may not take longer than 30 days from the date of its application by the Client, unless the Provider agrees with the Client on a longer period.

The Provider shall send a statement on the settlement of the complaint to the Client, no later than within 30 days from the date of the complaint, which is a confirmation of the settlement of the complaint. The Provider will issue a report on the settlement of the complaint by e-mail to the address specified by the Customer when making a complaint, or via the Provider's electronic system "NETHOST-CLIENT" to which the Client has access.

The Provider is obliged to keep records of complaints and submit them for inspection at the request of the supervisory authority. The record of the complaint must contain data on the date of the complaint, the date and the method of handling the complaint.

Article 6 - methods of handling the complaint

If a defect occurs on the provided service or product that can be eliminated, the Customer has the right for its free, timely and proper removal. The provider is obliged to eliminate the defect immediately. The Provider decides on the method of eliminating the defect.

The Provider will reimburse the Client for a proportionate part of the price of the service or product according to the defect recognized when the complaint was settled.

In the event of acknowledging a complaint about the Provider's services and products, the Provider will charge the provided price reduction of the claimed service or product in the form of credit to the Customer for drawing the Provider's services and products, or the Provider agrees with the Client to extend the subscription period of service or product. to provide a credit note to the Client.

In the case of acknowledging a complaint concerning the correctness of the invoiced amount and billing, the Provider will settle the rightfully claimed price for the service or product in the form of a credit in favor of the Client for drawing on the Provider's services and products.

Article 7- final provisions

These Complaints Rules come into force and effect on March 18, 2019.

The Provider reserves the right to change these Complaints Rules without prior notice.

Supervision of compliance with obligations by the Service Provider in matters of consumer protection in accordance with the applicable legislation, the Czech Trade Inspection Authority, the Central Inspectorate, Štěpánská 567/15, 120 00 Prague 2 and its subordinate locally competent Inspectorates.