



General Terms and Conditions

Bohemia-cloud s.r.o. · effective from 1 December 2026 · for businesses and legal entities

English translation for information only. The Czech version is binding; in the event of any discrepancy, the Czech version prevails (Article 13.6).

1. Introductory provisions

- 1.1** These general terms and conditions (the “**Terms**”) are issued by Bohemia-cloud s.r.o. pursuant to Section 1751 of Act No. 89/2012 Coll., the Civil Code (the “**Civil Code**”). They govern the mutual rights and obligations of the Provider and the Customer arising from the Contract for the provision of Services.
- 1.2** The Terms form an integral part of every Contract. Provisions of the Contract, of the accepted Quotation and of the SLA take precedence over the Terms.
- 1.3** Legal relations between the Provider and the Customer are governed by the laws of the Czech Republic, in particular the Civil Code, even where the Customer has its registered office abroad.

2. Contracting parties

- 2.1** The **Provider** is Bohemia-cloud s.r.o., with its registered office at Jiráskova 297/14, Hodolany, 779 00 Olomouc, Czech Republic, Company ID (IČO) 07161719, VAT ID CZ07161719, registered in the Commercial Register maintained by the Regional Court in Ostrava, Section C, Insert 74720 (the “**Provider**”). The Provider’s contact addresses: postal Jiráskova 297/14, Hodolany, 779 00 Olomouc; e-mail info@bohemia-cloud.cz; technical support support@bohemia-cloud.cz, tel. +420 775 968 901.
- 2.2** The **Customer** is an entrepreneur or a legal entity that concludes the Contract with the Provider in the course of its business or independent professional activity, or in the performance of its tasks (the “**Customer**”).
- 2.3** The Provider does not conclude contracts with consumers. By concluding the Contract, the Customer confirms that it is not a consumer; consumer protection legislation does not apply to the contractual relationship.

3. Definitions

- 3.1 Customer Data** — all data and digital content that the Customer or persons authorised by it store, process or create on the Server or otherwise when using the Services, including metadata and configurations created by the Customer.
- 3.2 Contact Address** — for the Provider, the address stated in Article 2.1 or on the Website; for the Customer, the address stated in the Contract or Order or subsequently notified In Writing.
- 3.3 Quotation** — a price quotation prepared by the Provider for a specific Customer, containing in particular the specification of the Services, the price and, where applicable, the SLA.
- 3.4 Order** — the Customer’s expression of will to conclude the Contract, made In Writing or by telephone, in particular the acceptance of a Quotation.
- 3.5 In Writing** — made in paper form, by e-mail or via a data box.

- 3.6 Server** — a virtual server (VPS) or a dedicated server that the Provider has set up under the Contract and handed over to the Customer for use.
- 3.7 Services** — the rental of Servers that the Provider sets up individually for the Customer and hands over to it, and related services agreed in the Contract, in particular network connectivity, backup and technical support.
- 3.8 SLA** — the service level agreement (in particular availability, support response times and compensation for failing to meet them), where part of the Contract.
- 3.9 Contract** — the contract for the provision of Services concluded under Article 4; it comprises the Terms, the accepted Quotation, any SLA and any other agreements of the parties made In Writing.
- 3.10 Website** — the Provider's website on the domains bohemia-cloud.cz, bohemia-cloud.com, bohemiacloud.com and bohemia.cloud. Information on the Website is for information purposes only and does not constitute an offer to conclude a contract.

4. Conclusion and term of the Contract

- 4.1** The Contract is concluded when the Customer accepts a Quotation In Writing, when the Provider confirms an Order In Writing, or when the Contract is signed by both parties. The Provider confirms an Order placed by telephone In Writing; the Contract is concluded only upon such confirmation.
- 4.2** A Quotation is valid for the period stated in it. Acceptance of a Quotation with an addition, reservation or other change constitutes a new offer.
- 4.3** Before concluding the Contract and during its term, the Provider may request the information necessary to verify the identity of the Customer and the authority of the person acting on its behalf, and may ask for an additional confirmation of an Order.
- 4.4** The Provider may refuse to conclude the Contract in particular if the Customer refuses to accept the Terms or to provide the requested information, if it can reasonably be assumed that the Customer will not fulfil its obligations or the Customer has previously breached its obligations under a contract with the Provider, or if the Customer's conduct is contrary to the law or good morals.
- 4.5** The Contract is concluded in the Czech language unless the parties agree otherwise, and is archived in electronic form.
- 4.6** A Contract for the continuous provision of Services is concluded for an indefinite period unless the Contract specifies a fixed term. Termination of the Contract is governed by Article 10.

5. Price and payment terms

- 5.1** The price of the Services is stated in the Contract or in the Quotation. Unless expressly stated otherwise, prices are exclusive of VAT; the Provider will add VAT at the statutory rate.
- 5.2** The price of continuously provided Services is invoiced monthly unless the Contract provides otherwise. The set-up of a Server and one-off work are invoiced in accordance with the Contract or the Quotation.
- 5.3** For work priced at an hourly rate, the Provider sets the price in the Quotation based on the expected scope of work after receiving the necessary information from the Customer. The Provider may require an advance payment of 30% of the price, due upon conclusion of the Contract; the remaining part of the price is invoiced when the provision of the Services commences, unless the parties agree otherwise. If the Contract ends prematurely for reasons attributable to the Customer, the advance payment is not refunded unless the parties agree otherwise In Writing.

- 5.4** The Provider issues tax documents electronically and sends them to the Customer's e-mail Contact Address, to which the Customer agrees. Upon request, it will also send a paper copy. A tax document is payable within the period stated on it.
- 5.5** The price is paid when the correct amount is credited to the Provider's bank account under the correct variable symbol. Payment-related fees (e.g. for international payments) are borne by the Customer.
- 5.6** An objection to the amount invoiced does not have suspensive effect; the Customer must pay the invoiced price in full and the parties will deal with the objection separately.

6. Set-up, handover and operation of Servers

- 6.1** The Provider provides the Services individually, under a Contract with a specific Customer. It does not operate any self-service platform or interface through which the Customer could itself set up, change or cancel Servers or other Services; Servers are set up, changed and cancelled exclusively by the Provider. The Provider does not provide web hosting.
- 6.2** The Provider sets up the Server in the configuration specified in the Contract (in particular computing resources, storage, operating system and network connection) and hands it over to the Customer by securely providing access credentials with administrator privileges. The Provider informs the Customer of the handover In Writing; the Server is handed over on the day the access credentials are sent.
- 6.3** From the handover, the operating system, applications, their updates and security, as well as the Customer Data, are administered exclusively by the Customer. The Provider does not interfere with the Server unless the Customer requests it In Writing in a specific case as one-off work, or unless an intervention is necessary under Article 6.8.
- 6.4** The Provider operates the infrastructure on which the Server runs — the hardware, for virtual servers also the virtualisation layer, power, cooling, network connectivity and physical security — and provides the additional services agreed in the Contract, in particular backup and technical support under the SLA.
- 6.5** Changes to the Services (e.g. increasing resources, reinstalling a Server or setting up an additional Server) are carried out by the Provider at the Customer's request made In Writing. A change in the scope of the Services constitutes an amendment to the Contract; the Provider will notify the Customer of its price in advance.
- 6.6** A dedicated server remains the property of the Provider and the Customer uses it for the term of the Contract. The Customer has no physical access to the server unless the parties agree otherwise.
- 6.7** The Provider provides the Services with professional care in the scope and quality set out in the Contract, the Terms and the SLA. It may use subcontractors and is liable for their performance as if it performed itself.
- 6.8** The Provider may interrupt or restrict the provision of the Services, or disconnect the Server from the network, for the time strictly necessary as a result of force majeure, an unavoidable event or interference by third parties, and further to the necessary extent where there is reasonable suspicion of misuse of the Services, a security threat to the Provider's infrastructure or to third parties, or where it finds that the Customer provided false information when identifying itself. It will inform the Customer of the interruption and its reason without undue delay.
- 6.9** The Provider may interrupt or restrict the provision of the Services for the time strictly necessary for the maintenance and repair of its equipment. It will notify the Customer In Writing at least 24 hours in advance of any interruption or restriction exceeding 12 hours, unless the SLA provides otherwise.
- 6.10** The Provider will inform the Customer In Writing of facts known in advance that prevent or limit the provision of the Services under the Contract.

6.11 The Provider is not responsible for the content of the Customer Data or for the manner and purpose for which the Customer uses the Services, including the consequences thereof. It is responsible only for data it has placed on the Server itself. Unless backup is expressly part of the agreed Services, the Customer is responsible for backing up its data.

7. Rights and obligations of the Customer

7.1 Before concluding the Contract, the Customer must familiarise itself with the specification of the Services and with the Terms.

7.2 The Customer must protect the access credentials to the Server, keep them confidential and give access only to persons it has authorised. The Customer is responsible for any misuse of the access credentials and for the consequences of the use of the Services by persons to whom it has given access.

7.3 The Customer is responsible for the security of the Server after its handover, in particular for installing security updates in good time, and must take measures to prevent misuse of the Services. It is fully responsible for the content of the Customer Data and for the manner and purpose of using the Services. It declares that it is entitled to use all content it stores or makes available on the Server, in particular with regard to copyright, trademarks and other intellectual property rights.

7.4 The Customer shall refrain from activities that:

- are contrary to the legal order of the Czech Republic, international treaties, good morals or public order;
- infringe copyright, industrial property or other rights of third parties, including constitutionally guaranteed rights and fundamental freedoms;
- endanger the privacy or security of other systems, persons or the internet;
- overload the infrastructure or technical equipment of the Provider or of third parties.

7.5 The Customer shall refrain from any conduct that could overload the Website or the Provider's systems, intrude into them, alter their code or otherwise impair their integrity, security or functionality. In the event of a breach of this obligation, the Provider may proceed in accordance with Article 10.4.

7.6 Conduct under Article 7.5 does not constitute a breach of the Contract if it is so-called bug hunting, i.e. deliberate testing of the security or functionality of the Provider's systems which the Customer notifies to the Provider in advance or at the latest within 24 hours after carrying it out. The Customer must not endanger or damage the Provider through bug hunting. The Provider decides on any uncertainty; it may grant the Customer a reward for successful bug hunting at its discretion.

7.7 The Customer must notify the Provider without undue delay of any change in its details stated in the Contract, in particular its Contact Address; the Customer is liable for any damage caused by breaching this obligation.

7.8 The Customer must inform the Provider In Writing of an imminent risk of damage and of its possible extent immediately after it became, or should and could have become, aware of it. If the Customer breaches this obligation, its right to compensation for such damage lapses.

8. Defects of the Services

8.1 The Provider is responsible for the Services corresponding to the specification in the Contract and being provided for the agreed period.

- 8.2** The Customer must report defects of the Services In Writing, usually to the technical support address, without undue delay after it became, or should and could have become, aware of them. Hidden defects may be reported no later than 6 months after the Services were provided or their provision commenced.
- 8.3** In the event of defective performance, the Customer is entitled to have the defect remedied, to have the Services provided again free of charge or to a reasonable discount. Where the SLA provides for compensation for failure to meet service parameters, the Customer's claims are governed by the SLA to that extent.
- 8.4** Upon the Customer's request, the Provider will confirm In Writing when it received the complaint and how it was handled.

9. Liability for damage

- 9.1** If the Provider becomes obliged to compensate the Customer for damage and this obligation is not excluded by the Contract, the Terms or the law, the Provider will compensate only demonstrably incurred damage, up to a maximum of CZK 30,000, even if the damage is higher. This limitation does not apply to damage caused intentionally or through gross negligence, nor to harm to a person's natural rights.
- 9.2** The Provider is not liable for damage resulting from misuse of the Customer's access credentials or from insufficient security of the Server after its handover, unless it caused such damage by breaching its obligations.
- 9.3** The Customer is fully liable for any damage it causes to the Provider.

10. Termination of the Contract

- 10.1** The Customer may terminate a Contract concluded for an indefinite period at any time In Writing, even without giving reasons. The notice period is 2 months and starts on the day the notice is delivered to the Provider; the Contract may provide for a shorter period.
- 10.2** A Contract concluded for a fixed term ends upon expiry of the agreed term, unless the parties agree otherwise.
- 10.3** The Provider may terminate the Contract with a notice period of 10 days if the Customer concealed material facts or provided false information for the conclusion of the Contract, acts contrary to the law and disturbs public order or good morals, has seriously or repeatedly breached the law, the Contract or the Terms, or refuses to pay the advance payment under Article 5.3.
- 10.4** If the Customer breaches its obligation under Article 7.5, the Provider may terminate the Contract with immediate effect and immediately interrupt the provision of the Services. In such a case, the Customer is not entitled to a refund of the price paid or to any other compensation.
- 10.5** Upon termination of the Contract for any reason, Article 11 applies.

11. Release and erasure of data upon termination

- 11.1** Throughout the term of the Contract, the Customer has administrator access to the Server and may at any time back up the Customer Data itself and transfer it to another provider or to its own infrastructure.
- 11.2** Upon a request made In Writing no later than on the day the Contract ends, the Provider will hand over to the Customer a copy of the Customer Data — for a virtual server a disk image in a commonly used format, for a dedicated server a copy of the disk contents in an agreed manner — and will provide reasonable

assistance with its transfer. The Provider does not charge a fee for handing over the copy of the data; other work expressly ordered by the Customer (e.g. migrating applications to a new environment) is invoiced according to the Quotation.

- 11.3** The Provider retains the Customer Data for a further 30 days after the Contract ends so that it can release it at the Customer's request, and then irreversibly erases it; it erases copies in backups at the latest within their regular rotation. It securely wipes the disks of a dedicated server before reusing it.

12. Personal data protection

- 12.1** The Provider processes the personal data of the Customer, its representatives and contact persons as a controller in accordance with the Privacy Policy published on the Website.

- 12.2** Where the Customer Data contains personal data, the Customer is its controller and the Provider processes it as a processor. This Article constitutes a data processing agreement pursuant to Article 28 of Regulation (EU) 2016/679 (GDPR):

- **subject matter and duration** — storage of the Customer Data on the Provider's infrastructure to the extent of the agreed Services, for the term of the Contract and the periods under Article 11;
- **nature and purpose** — operation of the infrastructure on which the Server runs, and backup where agreed; the Provider does not interfere with the content of the data unless requested In Writing by the Customer or necessary under Article 6.8;
- **type of personal data and categories of data subjects** — determined by the Customer through the data it stores on the Server (typically identification and contact data of its customers, employees and users).

- 12.3** As a processor, the Provider undertakes to:

- process personal data only on documented instructions from the Customer, which include the Contract, the Terms and other instructions given In Writing, and to inform the Customer if, in its opinion, an instruction infringes the law;
- not transfer personal data outside the European Union and the European Economic Area;
- ensure that persons authorised to process personal data have committed themselves to confidentiality;
- take the technical and organisational measures required by Article 32 GDPR with respect to the infrastructure it operates; the Customer is responsible for the security of the Server after its handover (Article 7.3);
- engage another processor only on the basis of this general authorisation of the Customer; to inform the Customer In Writing in advance of any intended addition or replacement of another processor so that it can object, and to impose the same obligations on the other processor; a Customer whose objection is not accommodated may terminate the Contract under Article 10;
- assist the Customer in fulfilling its obligations towards data subjects and its obligations under Articles 32 to 36 GDPR;
- notify the Customer of a personal data breach without undue delay after becoming aware of it;
- return or erase the personal data after the end of the Services in accordance with Article 11, unless the law requires its further storage;
- make available to the Customer the information necessary to demonstrate compliance with these obligations and allow audits to a reasonable extent, subject to prior agreement on the date and to conditions protecting the security and confidentiality of other customers' data.

12.4 As the controller, the Customer is responsible for having a legal basis for the processing of personal data and for properly informing the data subjects.

13. Final provisions

13.1 The Terms in force are published on the Website.

13.2 The Provider may amend the Terms during the term of the Contract. It will notify the Customer of the amendment In Writing at least 30 days before it takes effect. If the amendment makes the Customer's position worse, the Customer may terminate the Contract within 30 days of delivery of the notice; in that case the notice period is 2 months and the relationship is governed by the previous Terms while it runs. If the Customer does not terminate the Contract, it is deemed to have accepted the amendment.

13.3 If any provision of the Terms is or becomes invalid or ineffective, it is replaced by a provision whose meaning comes as close to it as possible; the validity of the other provisions is not affected.

13.4 The parties will seek to resolve disputes arising from the Contract amicably in the first place.

13.5 Rights and obligations under the Contract pass to the parties' legal successors. The Customer may transfer its rights and obligations under the Contract to a third party only with the Provider's prior consent given In Writing; consent may also be given retrospectively. The Customer must acquaint the third party with the Contract and the Terms and guarantees the fulfilment of its obligations under the Contract.

13.6 The Terms are issued in the Czech language. Their English translation is for information only; in the event of any discrepancy, the Czech version prevails.

13.7 These Terms become valid upon publication and take effect on **1 December 2026**, replacing the Terms effective from 15 February 2021. They apply to contracts concluded before that date after notification of the amendment under Article 13.2.