

# General Terms and Conditions of Publicly Available Electronic Communications Services provided by Vodafone Czech Republic a.s. to households on HFC connectivity – formerly UPC fixed network



Vodafone Czech Republic a. s. with its registered office at Prague 5, Stodůlky, náměstí Junkových 2808/2, PC 155 00, ID: 25788001, registered in the Commercial Register maintained by the Metropolitan Court in Prague, file number B 6064 (hereinafter "Vodafone")

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Specimen

## 1. Subscriber and Provider, who is who?

These General Terms and Conditions govern your rights and obligations as the Subscriber of electronic communications services (hereinafter the "Services"). If you are a natural person, a non-entrepreneur, these General Terms and Conditions are intended for you. Furthermore, this document regulates the rights and obligations of Vodafone as a provider of these Services.

## 2. Agreement

### 2.1 Agreement

The electronic communications services are provided to you under the Agreement on the Provision of Publicly Available Electronic Communications Services (hereinafter the "Agreement"). The General Terms and Conditions always form an integral part of the Agreement. We conclude the Agreement with you in the Czech language.

### 2.2 When the Agreement is concluded

We may offer that the Agreement is concluded in various manners, including but not limited in writing, but also by other means depending on our current technical possibilities. Depending on which of the currently offered manners of concluding the Agreement is chosen by you, the Agreement is concluded (is valid and effective) as follows:

- a) when signed by both Parties, if the Agreement is entered into in a written form; or
- b) if you have completed and submitted a web form and we have confirmed receipt of your order for the Services, or
- c) we have agreed by e-mail on all the requisites of the Agreement and mutually agreed on them, or
- d) we have agreed by phone on all the requisites of the Agreement and mutually agreed on them.

### 2.3 Conditions of the Agreement concluding

We will conclude the Agreement with you if you provide us with all the data required by law (3.1) and you will prove this data to us at our request with a valid identity card or other proof of your identity. Furthermore, we may require that you prove the right to use the installation site (4.4.1). Please note that if you have not fulfilled your obligations towards Vodafone in the past, we are not obliged to enter into an Agreement with you, or we may require you to consign an advance payment according to the Price List (5.9). We may refuse to enter into the Agreement or require the Advance Payment to be made if the conclusion and possible performance of the Agreement could be in demonstrable conflict with our right or protected interests or the interests of third parties (e.g. if you are in execution or insolvency proceedings have been initiated with you). This information is ascertained by us in public registers and lists (e.g. Public Register, Insolvency Register, Central Register of Executions, Database of Invalid Personal Documents or Debtor Registers).

### 2.4 If you want to change Services

**2.4.1** If you want to change the scope of the used Service, i.e. increase the used tariff, or if you want to order another Service (hereinafter a change of the Services), contact us by phone on the client centre line or electronically ([www.upc.cz/pece-o-zakazniky/](http://www.upc.cz/pece-o-zakazniky/)) or in writing. We will make the required change to the Services no later than 30 days after your request; from that moment, we consider the agreement on the change of the Services to be concluded, if it has not been concluded in writing before.

**2.4.2** You can withdraw from the change of Services within 14 days of making the change if you have ordered it by means of distance communication (by telephone or over the Internet) or if you have concluded the Agreement outside the premises usual for our business. However, this is a withdrawal only from this change, not the entire Agreement. In such a case, upon withdrawal, we will provide you with the original Services that you used before the change. You will repeatedly reconfirm your request to change the Services by paying in full the next bill for the Services.

### 2.5 Under what conditions Vodafone may change the Agreement

**2.5.1** Vodafone may change the terms and conditions of the Agreement in its entirety, i.e. also any part of it. The change may relate, including but not limited, to the provided Service (price, parameters, conditions of provision, commencement of provision, termination or replacement by another Service, etc.), your and Vodafone's rights and obligations (their scope, billing of price, fees and methods of payment, complaints, conditions of data processing, delivery, liability for damage and injury, etc.), other contractual arrangements (the Agreement term, conditions and manner of the Agreement termination), etc. The reason for changing the terms and conditions of the Agreement by Vodafone may include: inflation, launch of new Services, changes in the conditions in the electronic communications market, improvement of the network or development of new technologies, or changes in other technical, operational, business or organizational conditions on the Vodafone's side.

**2.5.2** If Vodafone changes the terms and conditions of the Agreement, you will be informed of it at least 1 month in advance on our websites [www.upc.cz](http://www.upc.cz) and [www.vodafone.cz](http://www.vodafone.cz) and each of our establishments.

**2.5.3** If changes of the Agreement conditions are required by law, Vodafone informs you of such changes at least 1 month in advance in the form which you have chosen for the bill delivery. If you do not agree with such a change, you have the option to terminate the Agreement at the date on which the terms of the Agreement are to be changed. However, please inform us in writing at least 15 days before the planned change that you do not agree with the new terms and conditions of the Agreement so that we will be able to technically process this request and terminate the Agreement. However, you are not entitled to terminate the Agreement for this reason if the terms and conditions of the Agreement are changed as a result of a change in legislation or a change imposed by the Czech Telecommunication Office.

### 2.6 Agreement term

We conclude the Agreement with you for an indefinite period of time.

### 2.7 How to terminate the Agreement or individual Service

We may agree on termination of the Agreement or a particular Service; it is also possible to terminate the Agreement or a particular Service by a written notice, or to withdraw from the Agreement.

#### 2.7.1 Notice of Agreement termination

You may terminate the Agreement by a 30-day written notice without giving a reason. The notice period will begin on the day when your notice of the Agreement termination is delivered to us.

#### 2.7.2 Notice of a particular Service termination

You can also send us a 30-day notice of termination of a particular Service without giving a reason therefor. The notice period will begin on the day following the day when your notice of the Service termination is delivered to us. Please note that if you do not state in your notice which specific Service you want to terminate, it will mean for us that you wish to terminate the entire Agreement.

#### 2.7.3 Withdrawal

The Agreement may also be terminated by a written withdrawal, but only for the following reasons.

**2.7.3.1** You may withdraw from the Agreement or a particular Service:

- a) if we do not provide the Service for more than 30 days without justification;
- b) within 14 days from the date on which we provided you with written information on the content of the Agreement if we have concluded the Agreement with you by means of distance communication (e.g. by telephone or over the Internet). In such a case, you are obliged to pay a proportionate part of the price for the Services provided before the withdrawal;

- c) within 14 days from the date on which we provided you with written information on a change in the content of the Agreement if we have agreed on the change of the Services with you by means of distance communication (e.g. by telephone or over the Internet). However, this is a withdrawal only from this change, not the entire Agreement. In such a case, upon withdrawal, we will provide you with the original Services that you used before the change;
- d) within 14 days of concluding the Agreement outside the premises usual for our business (e.g. with our sales representative). In such a case, you are obliged to pay a proportionate part of the price for the Services provided before the withdrawal;
- e) within 14 days of concluding an agreement on a change of the Agreement outside the premises usual for our business (e.g. with our sales representative). However, this is a withdrawal only from this change, not the entire Agreement. In such a case, upon withdrawal, we will provide you with the original Services that you used before the change.

**2.7.3.2** Vodafone may withdraw from the Agreement or from a particular Service if:

- a) you do not pay any 3 bills during the Agreement term and have been notified of this fact;
- b) you pay 2 consecutive bills after their due date and were notified of this fact;
- c) you provide or complete false information in the Agreement, which information is a condition for concluding the Agreement (3.1.);
- d) you have not provided the necessary co-operation for the performance of the Agreement, in particular, you or the owner of the house where we are to provide the Services have not allowed placement of the necessary equipment to provide the Services and/or you have not enable access to the installation site or equipment. Failure to provide reasonable cooperation will also include threatening, gross or disrespectful behaviour towards our employees or suppliers;
- e) the Services are used by another person without our consent (4.5.1.);
- f) you use or spread the tools that could endanger the security and integrity of Vodafone network or other persons (4.5.2. letter d);
- g) you use the Service in a manner that negatively affects the operation of the network or any its part, or the quality of the Services provided to other subscribers (4.5.2. letter e);
- h) insolvency proceedings have been initiated against you;
- i) there are technical reasons on your part which make it impossible to perform the subject matter of the Agreement for a period longer than 30 (thirty) days and we do not agree with you otherwise.

#### **2.7.4 Death**

In the event of a death of the Subscriber, the survivors shall inform us about this fact. They can inform us in any way, then it is necessary to submit a death certificate or affidavit of the survivors. After that, we may agree with the survivors whether one of the survivors will become a new subscriber (if they wish to continue using the Services) or the Agreement will be terminated at the date when the death is documented (or at the date of death if no one has demonstrably used the Services).

#### **2.8 Contact us**

Please use exclusively our client centre when communicating with us. You can call the client centre 241 005 100 or contact it electronically via the contact form at [www.upc.cz](http://www.upc.cz), [www.vodafone.cz](http://www.vodafone.cz) or send a letter to the following address: PO Box 53, Prague 3, postal code 130 11. If the Agreement or the General Terms and Conditions stipulate that a written form must be observed for specific acts, we always mean a letter signed by you and sent through a postal service provider, or an e-mail with a guaranteed and recognized electronic signature sent to [poradime@vodafone.com](mailto:poradime@vodafone.com).

#### **2.9 We recommend**

We will preferably use the e-mail address provided by you to communicate with you. We may also use the e-mail address you used when communicating with us in the past. Furthermore, we will use the contact address and telephone number provided by you for communication with you, otherwise the address of the place of installation of the Service. If there is a change in your contact details and you do not notify us (3.2.), we will continue to send you a message to the original contacts. Please note that we will consider messages sent in this way to have been served. Please also note that if you do not pick up or refuse to accept a registered postal item, such a postal item will also be considered delivered, as it has come under your influence.

### **3. Subscriber's data**

#### **3.1 Data required for the Agreement conclusion**

In order to be able to conclude the Agreement with you, we need to know the following personal data: name and surname, residence, date of birth or birth number. Without this information, the law does not allow us to enter into the Agreement with you. We also need to know the number of your identity card or other identity document according to which we will verify the accuracy of the data provided by you.

#### **3.2 Change of your data**

If any of the data entered in the Agreement is changed, you are obliged to notify the Client Centre of such change in writing as soon as possible, however, no later than 7 days after the change. This also applies to the contact address to which we send you all documents and e-mail addresses.

#### **3.3 Operational and location data**

Vodafone maintains a database containing personal data, operational data and location data of its subscribers. By signing the Agreement, you acknowledge that Vodafone processes the said data under the conditions stipulated by law and implementing legal regulations. Traffic data means any data that we are obliged to process under the law, especially for the needs of transmission of messages via electronic communications networks or for the billing thereof, such as calling number, called number, date, time, transmission duration, type of provided Service etc. Location data are any data that we are obliged by law to process in electronic communications networks and which determine the geographical location of the user's end device.

#### **3.4 Data in telephone directories**

Your data, i.e. name and surname, telephone number and possibly e-mail address may be published in the telephone directory (printed and electronic). If you are interested, you need to state it directly in the Agreement. The consent granted for publication in the telephone directory can be revoked at any time. In this case, we will ensure the removal of data from the list at the next modification thereof. We will provide your data to other providers of information services on telephone numbers and publishers of telephone directories in compliance with the law. If you do not wish your data listed in the telephone directory to be used for contacting by third parties for marketing, this must be stated directly in the Agreement. The purpose of a printed or electronic list of subscribers is only to search for a contact about a person based on their name or possibly other identification data. In the electronic version of the list, it is possible to search for a contact about a person only if you know his/her name.

#### **3.5 Conditions of personal data processing**

For detailed information on the personal data processing and the protection of your privacy, please visit [www.vodafone.cz](http://www.vodafone.cz).

### **4. Services**

#### **4.1 What Services we provide**

We provide, among other things, the following electronic communications services:

- a) access to the Internet;
- b) cable radio and television signal transmission (cable television).
- c) telephone service

We also provide you with additional services that can be used only in connection with electronic communications services (hereinafter all referred to as the "Service" or "Services"). The specifications of individual Services (including additional ones) form an integral part of the Agreement and can be found at [www.vodafone.cz](http://www.vodafone.cz) and [www.upc.cz](http://www.upc.cz) in the Documents section.

#### **4.2 Since when we provide the Services**

We will provide the service to you from the day when our technician successfully puts the end point (i.e. the subscriber socket in your apartment) into operation or on the day when we deliver the Receiving Device to you if the end point has been already put into operation. We will start providing the Services to you no later than 40 days after signing the Agreement.

#### **4.3 Installation of Receiving Devices**

The Receiving Device (specified in Article 7) is usually installed by the subscriber himself/herself. If you want the Receiving Device to be installed by our technician, you need to order this service. The installation of the Receiving Device by our technician is charged according to the price list.

#### **4.4 Where we provide the Services to you**

We provide the Services to you in your house or flat (apartment unit) or in a flat to which you have the right of use (e.g. rented); this place is called the installation site.

##### **4.4.1 Right of use**

If you do not own the flat or house, we may require you to prove, before concluding the Agreement, that you are authorized to use the flat or house, e.g. by submitting your lease agreement. The same applies if you want to change the installation site during the Agreement term. If you do not prove that you are authorized to use the flat, we do not have to enter into the Agreement with you and therefore not provide the Services.

##### **4.4.2 Access**

You must ensure an access to the installation site so that we can put the endpoint into operation. Without this cooperation, we will not be able to provide the Services to you.

##### **4.4.3 Consent of the house owner**

You are obliged to obtain consent of the owner of the house, in which the installation site is to be placed, that the end point can be installed in this house if it has not been already installed there. If you do not have such consent, you must notify this fact to us otherwise we will assume that you have been granted the consent. If you do not have such consent, we may not be able to provide the Services to you.

In order for us or our authorized technicians to perform maintenance, repair, modification, installation, relocation, inspection, measurement or disassembly of the Services or the device required for the use of the Services, you must ensure access to the premises in the house where the end point is located. If we do not have such access, we may not be able to provide the Services to you.

#### **4.5 Abuse of Services**

##### **4.5.1 Who can use the Services**

The Services may be used by you, as a subscriber, or by persons who live with you in the flat. You need our express consent so that the Services may be used by other persons.

##### **4.5.2 How you can use the Services**

When using the Services:

- a) do not to interfere with our devices, change their settings or change the settings of the connected Receiving Device;
- b) do not make malicious or annoying calls;
- c) use the Service in accordance with its Specification, General Terms and Conditions and applicable legal regulations;
- d) neither use nor spread any tools that could jeopardize the security and integrity of Vodafone network or other persons;
- e) do not to use the Service in a manner that negatively affects the operation of the network or any its part, or the quality of the Services provided to other Subscribers.

The Services may be used only through the devices that meet the requirements set by legal regulations for the operation in the Czech Republic.

#### **4.6 Service failure**

If a fault occurs within the Vodafone network, we will remove it as soon as possible. If the Services stop working at you or you are not satisfied with their quality, it is necessary to report it to the Client Centre without delay. After reporting, we will repair the fault within 2 working days. If there is a fault in our network or device, the costs of repair are borne by Vodafone. However, you bear the cost if there is a fault in your device and we will repair it at your request.

#### **4.7 Third party's services**

When using the Telephone Service, you may also use services offered by another provider (e.g. commercial lines with 9xy prefix). In order to launch third party services, we may require the provision of Security Deposit according to the Price List. Such third party services are paid to the third party through our company and fees for these services are taken into account in the billing. Third party services are always charged in addition to your telephone tariff (free minutes). Please note that we are not responsible for the services of third parties and therefore it is not possible to complain about their defective provision.

#### **4.8 Restriction of the Services**

##### **4.8.1 Reasons for restriction**

We may limit or interrupt the provision of the Services for the necessary period of time for operational or technical reasons (especially if there is a risk of network congestion), or in the event of disruption of the network security and integrity, service security, data protection or when its safety or vulnerability is ascertained, or at the discretion of a governmental authority in times of crisis or other important public interest. We may also restrict or interrupt the provision of the Services if:

- a) you do not pay the bill for the Services in a timely and proper manner, even after expiry of additionally provided period;
- b) we have a reasonable suspicion that you or another person is abusing the Services provided to you;
- c) you refuse to consign the Security Deposit (5.8.);
- d) you use the Services in a way that may negatively affect the operation of the network or any its part, or the quality of the Services provided to other subscribers (e.g. by using an device not approved for operation in the Czech Republic).

##### **4.8.2 Consequences of restrictions**

We will restart to provide the Services within a reasonable period of time as soon as the reason for which the Services are restricted or interrupted ceases to exist. During the period of restriction or interruption for the reasons specified in Art. 4.8.1, you will pay the Services in full and we may require payment of a fee for restarting the operation according to the Price List. If the Services are restricted or interrupted for the reasons set out in Art. 4.8.1. letters a) to d), we may charge you for the full price of the Services after the restart of the provision of the Services, even if we have granted a discount on them until then.

#### **4.9 Capacity**

In order to avoid network congestion, we may set the permitted amount of transferred data for individual Services in a certain period. If you exceed the permitted volume of transferred data, we may limit the transmission speed of the used Service until the end of the specified period.

#### **4.10 Liability for damage**

Please note that our liability for damage is limited according to the laws. Thus, Vodafone is not obliged to compensate the subscribers of the Service for damage if it arises as a result of interruption of the Service or faulty provision of the Service.

#### **4.11 Portage of a number from or to another operator**

If you use the Telephone Service, you are entitled to switch from another service provider to Vodafone with your phone number. You also have the option to keep your phone number and switch to another service provider.

If you want to port your phone number to another service provider, ask the receiving provider to arrange for your phone number to be ported. In such a case, the receiving provider sends us an order to port the number. This order no longer needs to be supplemented by a notice of the Telephone Service termination by you at Vodafone (when porting a number the notice period is 2 days and starts to run by notification of Vodafone by the receiving provider). More information on the conditions of the number portability service at [www.upc.cz](http://www.upc.cz) in the „Documents“ section and in the Client Centre.

### **5. Service price**

#### **5.1 Since when you pay and how much**

You pay the price for the Services from the beginning of the Service provision. The price for the Services is stated in the Agreement or in the valid Price List of Services. The Price List forms an integral part of the Agreement.

#### **5.2 When and how we send you a bill**

We will usually charge the price for the Services on a monthly basis. We will deliver the bills in electronic form unless we agree otherwise. If you are interested in a printed bill, it is possible to send it at your request. If you do not provide us with your e-mail address, we will send you a printed bill. The bill in printed form is charged according to the Price List.

#### **5.3 When and how you pay the bill**

The maturity of the price for the Services is specified in the bill. If no maturity is specified in the bill, such bill is due within 10 days of its delivery. We have agreed on the method of payment in the Agreement. If not, send us the payment to our account specified in the bill. It is necessary that you indicate the correct variable symbol, which is shown on the bill, when sending any payment to our account. According to the variable symbol, we will know that the payment is from you and we will not remind you needlessly.

#### **5.4 Discount**

##### **5.4.1 Discount amount**

We can agree on a discount in the Agreement. The discount may be granted either as a recurring discount on the price of the Services or as a one-time discount on the activation fee, or a discount on the installation fee and/or another discount agreed by us in the Agreement. The specific amount of discounts is calculated as difference between the price stated in the Price List at the time of concluding the Agreement and the price stated directly in the Agreement.

##### **5.4.2 Discount conditions**

Entitlement to a discount arises if:

- a) we have agreed on the discount in the Agreement and
- b) you have been using the Service properly for the period specified in the Agreement; and
- c) you have not breached the Agreement in the manner due to which we may withdraw from the Agreement (2.7.3.2. letters a) to h)) and
- d) you have not breached the Agreement in the manner due to which we may restrict the Services (4.8.1. letters a) to d)).

You will be entitled to the discount when you meet all the above conditions. If this is not the case, we will send a corrective bill. In the corrective bill, we charge you the price in full, as stated in the Price List at the time of concluding the Agreement.

#### **5.5 If you do not pay the bill**

If you fail to duly and timely pay the bill for the Services, we will ask you in the same form in which we deliver the bill to pay the bill and will provide you with a minimum 7-day period for the payment. If you fail to pay the price for the Services even after that, we may restrict the provision of the Services (4.8.1).

#### **5.6 If you do not pay the bill repeatedly**

If you pay 2 consecutive bills after their due date and were notified of this fact, we may withdraw from the Agreement (2.7.3.2. b)). We may also withdraw from the Agreement if you do not pay any 3 bills during the Agreement term and have been notified of this fact (2.7.3.2. a)).

#### **5.7 Payment**

Please note that we may, at our discretion, use the payment we receive from you to settle any amount owed by you, unless we agree otherwise. Information about what due amount was settled by the payment can be provided to you at your request through the Client Centre.

#### **5.8 Security Deposit**

We may require that you consign the Security Deposit according to the Price List. As a general rule, we will require you to provide the Security Deposit if during a month there is unusually high traffic of the Telephone Service at your side, which could have been misused by another person to your detriment or used irresponsibly by children. If you refuse to provide the Security Deposit, we may limit the Service to you by the end of the month. By this procedure, we try to protect you in particular from excessive financial burden, but also to protect you from non-payment for the provided Services. If you have consigned the Security Deposit, we may set off your due amount against the Security Deposit provided. We will inform you about the setting off at your request through the Client Centre. Upon termination of the Agreement, we will return the consigned Security Deposit after all amounts owed are set off. The Security Deposit will be returned within 60 days of the Agreement termination or of the settlement of all obligations (incl. the return of the Receiving Device) by you, whichever occurs later.

#### **5.9 Advance payment**

We may require the Advance Payment in accordance with the Price List if you have not fulfilled your obligations towards Vodafone in the past and you want to enter into the Agreement with us, or the conclusion and any performance of this Agreement could be demonstrably contrary to our legally protected interests or interests of third parties (e.g. if you are subject to execution or insolvency proceedings have been initiated with you) (2.3.). The Advance Payment provided by you will be used by us every month to pay your bills, until it is used up. After that you will pay the bill in the standard way (5.3).

### **6. Complaint Procedure**

#### **6.1 You are not satisfied with the charged price**

If you do not agree with the amount of the billed price for the Services, you may complain about the bill in our Client Centre. You can complain about the bill within 2 months of its delivery, after that your right to complain will expire according to the law.

#### **6.2 Suspensive effect**

If you file a complaint about a bill in a timely manner, such a complaint does not have a suspensive effect on the maturity of the bill and you are required to pay the bill. However, at your request, the Czech Telecommunication Office may decide on the suspensive effect of your complaint.

#### **6.3 You are not satisfied with the Service provided**

If you do not agree with the quality of the provided Service, you may complain about the Service in our Client Centre. You can complain about the Service within 2 months of its defective provision, after that your right to complain will expire according to the law.

#### **6.4 How and by when we will process your complaint**

We will settle your complaint within 30 days of the delivery thereof. If the complaint about a bill is found justified, we will reflect overpayment, if any, in the following bill for the Services. If you do not agree with how the complaint was settled, you may contact the Czech Telecommunication Office.

### **7. Lease of Receiving Devices**

#### **7.1 What is Receiving Device?**

Receiving Device means a device that allows using the Services, i.e. receiving Vodafone signal. This includes, for example, modem, set-top-box etc. Depending on the specific offer, you may lease the Receiving Device, borrow it for free or buy it. The sale of the Receiving Devices is regulated separately in the General Terms and Conditions for the Sale of Receiving Devices. Vodafone may provide electronic communications services also to other subscribers through the leased or borrowed Receiving Device. In the event of replacement of a leased or borrowed Receiving Device within the scope of a complaint, we are not responsible for the contents stored on the hard disk of the Receiving Device. To ensure the functionality of the network when providing the Services, we may update the software settings of the leased or borrowed Receiving Devices. Please note that during this update, the stored content may change.

#### **7.2 Lease of Receiving Device**

If you decide to lease the Receiving Device, you pay regular monthly fee for the lease in the amount specified in the Price List. Billing and payment of this fee is carried out in the same way as for the Services.

#### **7.3 Loan of Receiving Device**

If the Receiving Device is borrowed free of charge, the same rights and obligations apply to the borrowing as to the lease of the Receiving Device (7.4.–7.7.).

#### **7.4 Return of Receiving Device**

Within 14 days of the Agreement termination, you must return the leased Receiving Device to us at your own expense. You can return the Receiving Device either in person at our Contact Points, the current list of which can be found at [www.upc.cz/pece-o-zakazniky/kontakt](http://www.upc.cz/pece-o-zakazniky/kontakt), or by sending it to the address of our distribution warehouse, which can be found at [www.upc.cz/vraceni\\_zarizeni](http://www.upc.cz/vraceni_zarizeni). This also applies if you stop using a particular Service and the Receiving Device is used only for the receipt of such Service. So that the returned Receiving Device is not damaged on the way to us (or in the event that this happens), we recommend that you insure the shipment; the insured sum shall be set according to the amount of the contractual penalty for the respective Receiving Device, which is listed in the Price List. The Receiving Device is considered returned at the moment when we take it over in our distribution warehouse or our branch.

#### **7.5 Receiving Device protection**

Protect the leased Receiving Device from damage, loss and theft. You must return the Receiving Device to us not only on time (7.4.) but also in order.

#### **7.6 What happens if you do not return the Receiving Device in a timely and proper manner**

If you do not return the leased Receiving Device on time and in order (7.4. and 7.5.), please note that we can charge you a contractual penalty according to the Price List.

#### **7.7 What happens if you return the Receiving Device and you have not terminated the Agreement**

If you return the leased Receiving Device without properly terminating the Agreement, this does not affect the duration of the Agreement term. Please note that in such a case the Agreement continues and the price for the Services must be paid.

### **8. Law and jurisdiction**

The Agreement is governed by the Czech laws, in particular by Act No. 89/2012 Sb., Civil Code, as amended, and Act No. 127/2005 Sb., Electronic Communications Act as amended. If any part of the Agreement is found to be invalid, this will not affect the validity of the other provisions. Any dispute that may arise between us will be settled according to the subject matter jurisdiction either by the Czech Telecommunication Office or a court of the Czech Republic.

As a consumer in the field of electronic communications, you can contact the Czech Telecommunication Office ([www.ctu.cz](http://www.ctu.cz)) for out-of-court settlement of a possible dispute, in other cases the Czech Trade Inspection Authority ([www.coi.cz](http://www.coi.cz)).

### **9. Parts of the Agreement**

The Agreement always includes these General Terms and Conditions, the Principles of Consumer Privacy Protection, Specification of Services, the Price List and/or specification of additional services. By signing the Agreement, you agree to the wording of all its parts. The current version of the Agreement, including all parts hereof, is published at [www.upc.cz](http://www.upc.cz) in Documents section.

### **10. Effect**

These General Terms and Conditions are effective from 1 April 2020. The current version of the General Terms and Conditions is available at [www.upc.cz](http://www.upc.cz) and [www.vodafone.cz](http://www.vodafone.cz).