

General Terms and Conditions of Publicly Available Electronic Communications Services provided by Vodafone Czech Republic a.s. to entrepreneurs 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 or Provider)

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1. Subscriber and Provider

These General Terms and Conditions govern the rights and obligations of the Subscriber and the Provider of electronic communications services (hereinafter the "Services"). For the purpose of these General Terms and Conditions, the Service Provider means Vodafone Czech Republic a. s. and the Subscriber means either a natural person – an entrepreneur or a legal entity.

2. Agreement

2.1 Agreement

The Services of electronic communications are provided 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. The Agreement is concluded in the Czech language.

2.2 When the Agreement is concluded

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

- a) when signed by both Parties, if the Agreement is entered into in a written form; or
- b) by completing and sending a web form by the Subscriber and subsequent confirmation by the Provider, or
- c) by e-mail if all the requisites of the Agreement have been agreed by the Parties; or
- d) by telephone if all the requisites of the Agreement have been agreed by the Parties.

2.3 Conditions of the Agreement concluding

The Provider will enter into the Agreement with the Subscriber if the Subscriber gives the Provider all data required by law (3.1). Furthermore, the Provider may require that the Subscriber proves the right to use the installation site (4.4). If the Subscriber has not fulfilled its obligations towards the Provider in the past, the Provider is not obliged to enter into the Agreement, or may require the Advance Payment according to the Price List (5.9). The Provider 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 the Provider's rights or protected interests or the interests of third parties (e.g. if the Subscriber is in execution or insolvency proceedings have been initiated). This information is ascertained by the Provider 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 Amendment of the Agreement

2.4.1. The Agreement may be changed by agreement of the Parties in the same manner as the manner of the Agreement concluding. The Provider is not obliged to accede to the Subscriber's proposal to amend the Agreement, which amendment would reduce the parameters of the Service provided.

2.4.2 The Provider is entitled to change the terms and conditions of the Agreement, in its entirety, i.e. any part of the Agreement. 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.), rights and obligations (of the Subscriber and the Provider – 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 the Provider 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 Provider's side.

2.4.3. If the Provider changes the conditions of the Agreement, the Provider informs the Subscriber at least 1 month in advance on the website www.upc.cz and in each of its establishments.

2.4.4. If changes of the Agreement conditions are required by law, the Provider informs the Subscriber of such changes at least 1 month in advance in the form which the Subscriber has chosen for the bill delivery. If the Subscriber does not agree with this change, the Subscriber is entitled to terminate the Agreement at the day when the conditions of the Agreement are to be changed. It is recommended that the Subscriber notifies the Provider in writing that the Subscriber does not agree with the new terms and conditions of the Agreement at least 15 days before the planned change. However, the Subscriber is 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.

2.5 Agreement term

The Agreement is entered into for determined period of time unless otherwise stipulated in the Agreement. After the determined period expires, the Agreement is automatically extended for the same period for which it was concluded, under the same conditions, unless otherwise stated in the Agreement.

2.6 Notice of the Agreement or Service termination

2.6.1. If the Agreement has been concluded for a determined term, the Agreement or a particular Service cannot be terminated before the expiry of the Agreement term. In such a case, it is necessary to wait until this period expires. The Parties may also agree otherwise in the Agreement.

2.6.2 If the Agreement or a particular Service is entered into for an indefinite period of time, it may be terminated without giving a reason by 30-day notice unless otherwise agreed in the Agreement. The notice period will commence on the day following the delivery of a written notice to the Subscriber.

2.6.3 If the notice does not contain information about which particular Service is terminated, the Provider will consider that the notice applies to the entire Agreement.

2.7 Withdrawal

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

2.7.1 The Subscriber may withdraw from the Agreement or a particular Service if the Provider does not provide the Service for more than 30 days without justification.

2.7.2 The Provider may withdraw from the Agreement or from a particular Service if:

- a) the Subscriber does not pay any 3 bills during the Agreement term and has been notified of this fact;
- b) the Subscriber pays 2 consecutive bills after their due date and was notified of this fact;
- c) the Subscriber provides or completes false information in the Agreement, which information is a condition for concluding the Agreement (3.1.);
- d) the Subscriber does not provide necessary cooperation for the performance of the Agreement, in particular does not allow the placement of the device necessary for the provision of the Services and/or does not allow access to the installation site or the installed device; Failure to provide reasonable cooperation will also include threatening, gross or disrespectful behaviour towards the Provider's employees or suppliers in the performance of the Agreement;
- e) the Services are used by another person beyond the consent (4.5.);
- f) the Subscriber uses or spreads the tools that could endanger the security and integrity of Vodafone network or networks of other persons (4.6. letter d);
- g) the Subscriber uses 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 (4.6 letter e);

- h) insolvency proceedings have been initiated against the Subscriber;
- i) there are technical reasons on the part of the Provider which make it impossible to perform the subject matter of the Agreement for a period longer than 30 (thirty) days and the Parties do not agree otherwise.

2.8 Death

In the event of a death of the Subscriber (natural person – entrepreneur), the survivors shall inform the Provider about this fact. They can inform the Provider in any way, then it is necessary to submit a death certificate or affidavit of the survivors. After that, the Provider will 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 death is documented (or at the date of death if no one has demonstrably used the Services).

2.9 Communication between the Parties

2.9.1 The Subscriber may contact the Provider in writing or by telephone at the Business Client Centre, address: Závěšova 502/5, Prague 4, PC 140 00, e-mail: podnikatel@upcbusiness.cz; telephone number 241 005 200.

2.9.2 A letter signed by an authorized person sent through a postal service provider, or an e-mail with a guaranteed electronic signature, will be deemed to be a written form of the act concerned.

2.9.3 The Provider uses the notified e-mail address for communication with the Subscriber. The Provider may also use the e-mail address used by the Subscriber in previous communication with the Provider. Furthermore, the Provider will use the Subscriber's contact address and telephone number provided by the Subscriber, otherwise the address of the place of the Service installation. If there is a change in the Subscriber's contact details and the Subscriber does not notify the Provider of such a change, communications sent according to the original contact details will be deemed delivered.

2.10 Publication of the Agreement by the Subscriber

The Provider acknowledges that the Subscriber will publish the content of the Agreement if the Subscriber is obliged to do so under special legal regulations. The Subscriber is obliged to inform the Provider about this fact in advance.

3. Subscriber's data

3.1 Data required for the Agreement conclusion

The Subscriber is obliged to state in the Agreement the following information:

- a) if the Subscriber is a natural person – entrepreneur: name/names, surname, business name, if any, residence, place of business and identification number, if assigned;
- b) if the Subscriber is a legal entity: trade name or name, registered office or registered office of an organizational unit in the Czech Republic, identification number, if assigned, name(s), surname and residence of the person authorized to act on behalf of the legal entity.

Other data are provided voluntarily.

3.2 Change in the Subscriber's data

If any of the data entered in the Agreement is changed, the Subscriber is obliged to notify the Client Centre of such change in writing as soon as possible, 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 processes and stores traffic data, including relevant location data related to the Subscriber, in the extent, for the time and in the manner that is especially necessary for the provision of services and related operational activities, especially message transmission over electronic communications networks, interconnection and access to the network, billing and payment for services, identification of misuse of the network and electronic communications services and fulfilment of other obligations stipulated by law. For other purposes, the Provider processes and stores operational data, including the relevant location data, if the Subscriber or the user whom these data relates to has granted their prior consent.

3.4 Data in telephone directories

Data on the Subscriber, i.e. name and surname, telephone number and possibly e-mail address, may be published in the telephone directory (printed and electronic). If the Subscriber is interested in it, it must be stated directly in the Agreement. The consent granted for publication in the telephone directory can be revoked at any time. In this case, the Provider will ensure the removal of data from the list at the next modification thereof. The Subscriber's data will be provided by the Provider to other providers of information services on telephone numbers and publishers of telephone directories in compliance with the law. If the Subscriber does not wish his/her/its 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. It is possible to search for a contact about a person in the electronic version of the list only if the searcher knows the name of the Subscriber.

3.5 Offer of services and products

3.5.1. The Subscriber acknowledges that the Provider may inform the Subscriber by phone or by post about the Provider's services and products and the services and products of third parties that entered into an agreement with Vodafone. If consent thereto has been granted by the Subscriber or a user, such consent can be revoked at any time.

3.5.2 The Provider will send to the Subscriber's e-mail address and telephone number Vodafone commercial communications with information about Vodafone services and products. If the Subscriber does not wish to receive commercial communications, the Subscriber may refuse this when signing the Agreement or later in each individual message.

3.6 Call recording

As part of the performance of the Agreement or negotiations on the terms of the Agreement or due to the improvement of the Services, calls with the Client Centre may be recorded.

3.7 Marketing

The Provider will use the information about the Subscriber for marketing purposes. This can be changed at any time by filing an objection under the applicable legislation in accordance with the hereinafter provisions.

3.8 Conditions of personal data processing and protection of privacy

For detailed information on the processing of personal data and the protection of your privacy, please visit www.vodafone.cz.

4. Services

4.1 Types of the Services

The Provider provides, 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

Other Services or additional services that can be used only in connection with some of the electronic communications service (hereinafter the „Service“ or „Services“) are described in the Specification of individual Services. The Specification forms an integral part of the Agreement and is available at www.upc.cz.

4.2 Commencement of the Services provision

The Service is provided from the day of successful putting the end point (subscriber socket) into operation, or on the day when the Receiving Device is delivered to the Subscriber if the end point has been already put into operation. If, after the Agreement signing, the end point is not put into operation due to reasons on the part of the Subscriber, the Subscriber is obliged to reimburse the Provider for the purposefully incurred costs incurred in connection with the preparation for putting the end point into operation. The Service provision will commence not later than 40 days from the Agreement signing unless the Parties agree otherwise.

4.3 Installation of Receiving Devices

Receiving Device (Art. 7) will be installed by the Subscriber. If the Subscriber requires the installation of the Receiving Device by the Provider, it is necessary to order this service. The installation of the Receiving Device by the Provider's technician is charged according to the Price List or the Agreement.

4.4 Place of the Service provision

4.4.1. The Service is provided at the Subscriber's establishment or place of business. The place/places of the Service provision are specified in the Agreement as the installation site.

4.4.2 Both before the Agreement conclusion and during the Agreement term the Provider may require the Subscriber to prove that the Subscriber is authorized to use the installation site.

4.4.3 The Subscriber is obliged to make the installation site accessible so that the Provider can put the end point into operation.

4.4.4 The Subscriber is 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.

4.4.5 The Subscriber is obliged to obtain consent of the house owner to allow the Provider to carry out maintenance, repair, alteration, assembly, relocation, inspection, measurement or disassembly of the Services or the device necessary for the use of the Services and entry for the purposes mentioned above.

4.5 Persons authorized to use the Services

The Services may be used by the Subscriber or persons who work with the Subscriber in the establishment or place of business, and only for the internal needs of the Subscriber. These persons are mainly employees of the Subscriber. The use of the Services by other persons requires the Provider's express consent.

4.6 Method of the Service using

When using the Services, the Subscriber is obliged:

- a) not to interfere with the Provider's devices, change their settings or change the settings of the connected Receiving Device;
- b) not to make malicious or annoying calls;
- c) to use the Service in accordance with its Specification, General Terms and Conditions and applicable legal regulations;
- d) neither to use nor spread any tools that could jeopardize the security and integrity of Vodafone network or other persons;
- e) 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.

4.7 Service failure

If a failure occurs within Vodafone network, the Subscriber is obliged to report this failure to the client centre without delay. After reporting, the Provider will correct the failure within 2 working days, unless the Parties have agreed otherwise. If there is a fault in Vodafone network or device, the costs of repair are borne by Vodafone. Otherwise, the costs will be borne by the Subscriber.

4.8 Third party's services

When using the Telephone Service, the Subscriber may also use services offered by another provider (e.g. commercial lines with 9xy prefix). In order to launch third party services, the Provider may require the provision of a security deposit according to the price list. Such third party services are paid to the third party through the Provider and fees for these services are taken into account in the billing. Third party services are always charged in addition to the telephone tariff (free minutes). The Provider is not responsible for the services of third parties and therefore it is not possible to file complaints with the Provider about their faulty provision.

4.9 Restriction of the Services

4.9.1 The Provider 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.

4.9.2 The Provider may also restrict or interrupt the provision of the Services if:

- a) the Subscriber does not pay the bill for the Services in a timely and proper manner, even after expiry of additionally provided period;
- b) there is reasonable suspicion that the Subscriber or another person is abusing the provided Services;
- c) the Subscriber refuses to consign the Security Deposit (5.8.);
- d) the Subscriber uses 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 the device not approved for operation in the Czech Republic).

4.9.3 The Provider 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. 4.9.2, the Subscriber will pay the Services in full and the Provider 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. 4.9.2, the Provider may charge the Subscriber for the full price of the Services after the restart of the provision of the Services, even if the Provider has granted a discount on them until then.

4.10 Capacity

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

4.11 Liability for damage

The Provider's liability for damage is limited by law. Thus, the Provider is not obliged to compensate the Subscriber for damage if it arises as a result of interruption of the Service or faulty provision of the Service.

4.12 Portage of a number from or to another operator

In the event of the Telephone Service, the Subscriber is entitled to switch from another service provider to Vodafone with his/her/its telephone number. The Subscriber also has the option to keep his/her/its telephone number and switch to another service provider. In this case, the receiving provider sends an order to port the number. This order no longer needs to be supplemented by a notice of the Telephone Service termination by the Subscriber at Vodafone (when porting a number the notice period lasts 2 days and starts to run when Vodafone is notified by the receiving provider). More information on the conditions of the number portability service is available at www.upc.cz in the „Documents“ section and in the client centre.

5. Service price

5.1 Since when the Service is billed

The Subscriber pays 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 Service billing

The Provider will usually charge the Price for the Services on a monthly basis. The Provider will deliver the bills in electronic form unless the Parties agree otherwise. If the Subscriber has not communicated the e-mail address, the Provider will send the Subscriber a printed bill. The bill in printed form is charged according to the Price List.

5.3 Maturity and method of bill payment

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. The method of payment is specified in the Agreement, otherwise the Subscriber will pay the bill to the Provider's account specified in the bill.

5.4 Discount

5.4.1 The Provider may provide the Subscriber with a discount. 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 the Parties in the Agreement.

5.4.2 Entitlement to a discount arises if:

- a) it is agreed in the Agreement;
- b) the Subscriber observes the agreed minimum period of use (Agreement for an indefinite period) or a determined period of the Agreement term; and
- c) the Subscriber does not breach the Agreement in a way due to which the Provider may withdraw from the Agreement (2.7.2 letters a) to h)); and
- d) the Subscriber does not breach the Agreement in a way due to which the Provider may restrict the Services (4.9.2).

5.4.3 Entitlement to the discount arises at the moment when the Subscriber fulfils all the above conditions. If this is not the case, the Provider will send a corrective bill. In the corrective bill, the Provider charges the Subscriber the price in full, as stated in the Agreement or in the Price List at the time of concluding the Agreement.

5.5 Failure to pay the bill for the Services

If the Subscriber fails to duly and timely pay the bill for the Services, the Provider will ask the Subscriber in the same form in which the Provider delivers the bill to pay the bill and will provide the Subscriber with a minimum 7-day period for the payment. If the Subscriber fails to pay the price for the Services even after that, the Provider may restrict the provision of the Services (4.9.2).

5.6 Repeated failure to pay the bill for the Services

If the Subscriber pays 2 consecutive bills after their due date, even though the Subscriber has been notified of this fact, the Provider may withdraw from the Agreement (2.7.2. letter b). The Provider may also withdraw from the Agreement if the Subscriber fails to pay any 3 bills during the term of the Agreement and has been notified of this fact (2.7.2. letter a);

5.7 Payment

The Provider may, at its discretion, use the payment received from the Subscriber to settle any amount owed by the Subscriber to the Provider. Information about what due amount was settled by the payment can be obtained by contacting the Client Centre.

5.8 Security Deposit

The Provider may require the Subscriber to consign the Security Deposit according to the Price List. Any amount owed by the Subscriber may be set off against the Security Deposit provided. Information about the setting off can be obtained through the Client Centre. Upon termination of the Agreement, the Provider 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).

5.9 Advance payment

The Provider may require the Advance Payment in accordance with the Agreement or the Price List if a person who has not fulfilled their obligations towards the Provider in the past wants to enter into the Agreement with the Provider, or the conclusion of the Agreement with the Provider and any performance of this Agreement could be demonstrably contrary to the Provider's legally protected interests or the interests of third parties (e.g. if the person is subject to execution or insolvency proceedings have been initiated with him/her) (2.3.). After that the Subscriber will pay the bill in the standard way (5.3).

6. Complaint Procedure

6.1 Complaints about bills

The Subscriber is entitled to complain about the billing of the price of the Services at the Client Centre within 2 months from the bill delivery, after that the right to file a complaint expires according to the law.

6.2 Suspensive effect

According to the law, complaints do not have a suspensive effect on the bill maturity. However, at request of the Subscriber, the Czech Telecommunication Office may decide on the suspensive effect of the Subscriber's complaint.

6.3 Complaints about Services

The Subscriber is entitled to complain about the quality of the provided Service within 2 months from when it was defectively provided, after that the right to file a complaint expires according to the law.

6.4 Complaint settlement

The Provider will settle a complaint within 30 days of the delivery thereof. If the complaint about a bill is found justified, the Provider will reflect it in the following bill for the Services. If the complaint about the billing is found justified, the Provider will reflect a discount, if any, in the following bill for the Services. If the Subscriber disagrees with how the complaint was settled, the Subscriber may contact the Czech Telecommunication Office.

7. Lease of Receiving Devices

7.1 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, the Subscriber 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 device within the scope of a complaint, the Provider is 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, the Provider may update the software settings of the leased or borrowed Receiving Devices, and during this update, the stored content may change.

7.2 Lease of Receiving Device

If the Receiving Device is leased, the Subscriber pays regular monthly fee for the lease in the amount specified in the Agreement or in the Price List. Billing and payment of this fee is carried out in the same way as for the Services. The Subscriber is obliged to protect the leased Receiving Device from damage, loss and theft.

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

Unless the Parties have agreed otherwise in the Agreement, the Subscriber is obliged to return the leased Receiving Device at his own expense within 14 days of the Agreement termination; the Receiving Device is returned either in person at the Provider's Contact Points, the current list of which is available at www.upc.cz/pece-o-zakaniky/kontakt, or by sending it to the address of the Provider's distribution warehouse, which is available at www.upc.cz/vraceni_zarizeni. This also applies if the Subscriber has terminated the use of a particular Service and the Receiving Device is used only for its receipt. The Provider recommends insuring the shipment sent by post in case it is damaged during transport; the insured sum shall be set according to the contractual penalty for the relevant Receiving Device the amount of which is listed in the Price List. The Receiving Device is considered returned at the moment when it is delivered to the Provider. The Subscriber is obliged to return the device on time and in order, including all its components and accessories.

7.5 Failure to return the Receiving Device

If the leased Receiving Device is not returned by the Subscriber on time and in order (7.4.), the Provider may demand payment of a contractual penalty according to the Price List.

7.6 Return of the Receiving Device without Agreement termination

If the Subscriber returns the leased Receiving Device without properly terminating the Agreement, this does not affect the duration of the Agreement. In such a case, the Agreement continues and the Subscriber is obliged to pay the price for the Services.

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 the Parties will be settled according to the subject matter jurisdiction either by the Czech Telecommunication Office or a court of the Czech Republic.

9. Parts of the Agreement

The Agreement always includes these General Terms and Conditions, Specification of Services, the Price List and/or specification of additional services. The current version of the Agreement, including all parts thereof, is published at www.upc.cz.

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 and www.vodafone.cz