



General Terms of Provision of Publicly Available Electronic Communications Services by UPC Česká republika, s.r.o. for Households

with its registered office in Praha 4, Nusle, Závašova 502/5, zip-code 140 00, ID No.: 00562262, registered in the Companies Register administrated by the Prague City Court, Section C, File 187485

(hereinafter referred to as “UPC”)

1. Subscriber and Provider, Who Is Who?	page 3
2. Contract	
2.1. Contract	page 3
2.2. When Is the Contract Entered into?.....	page 3
2.3. Conditions for Entering into the Contract	page 3
2.4. If You Want to Change Services	page 3
2.5. Under What Conditions Can UPC Change the Contract?	page 3
2.6. For How Long the Contract Is Entered into	page 4
2.7. How to Terminate the Contract or an Individual Service	page 4
2.7.1. Termination of the Contract	page 4
2.7.2. Termination of an Individual Service	page 4
2.7.3. Rescission.....	page 4
2.7.4. Death	page 4
2.8. Contact Us	page 5
2.9. Recommended by Us to You.....	page 5
3. Subscriber Information	
3.1. Information Necessary for Entering into the Contract	page 5
3.2. Change of Your Data	page 5
3.3. Operational and Location Data.....	page 5
3.4. Information in Telephone Directories	page 5
3.5. Terms and conditions of Personal Data Processing	page 5
4. Services	
4.1. What Services We Provide	page 5
4.2. From When We Provide the Services.....	page 6
4.3. Installation of Receiving Devices.....	page 6
4.4. Where We Provide You with the Services	page 6
4.4.1. Right of Use	page 6
4.4.2. Access	page 6
4.4.3. Consent of the Building Owner	page 6
4.5. Use of the Services	page 6
4.5.1. Who Can Use the Services	page 6
4.5.2. How You Can Use the Services	page 6
4.6. What If a Defect of the Services Occurs	page 6
4.7. Third Party Services	page 7
4.8. Restriction	page 7
4.8.1. Reasons for Restriction	page 7
4.8.2. Consequences of Restriction	page 7
4.9. Capacity	page 7
4.10. Liability for Damage	page 7
4.11. Transfer of Number from Or to Another Operator	page 7
5. Price of the Services	
5.1. From When You Pay and How Much	page 7
5.2. When and How We Send You the Bills	page 8
5.3. When and How You Pay the Bills.....	page 8
5.4. Discount	page 8
5.5. If You Fail to Pay the Price	page 8
5.6. If You Fail to Pay the Price Repeatedly	page 8
5.7. Payment	page 8



5.8. Warranty	page 8
5.9. Deposit	page 9
6. Complaints Procedure	
6.1. You Are Dissatisfied with the Charged Price	page 9
6.2. Suspensory Effect	page 9
6.3. You Are Dissatisfied with the Service Provided	page 9
6.4. How and By When We Will Process Your Complaint	page 9
7. Lease of Receiving Devices	
7.1. Receiving Device – What Is It?	page 9
7.2. Lease of a Receiving Device	page 9
7.3. Loan of a Receiving Device	page 9
7.4. Return of a Receiving Device	page 9
7.5. Protection of a Receiving Device	page 10
7.6. What If You Fail to Return a Receiving Device in Good Order and in Time	page 10
7.7. What If You Fail to Return a Receiving Device and You Have Not Terminated the Contract	page 10
8. Governing Law and Jurisdiction	page 10
9. Parts of the Contract	page 10
10. Effective Date	page 10



1. Subscriber and Provider, Who Is Who?

These General Terms define your rights and obligations as a subscriber for electronic communications services (hereinafter referred to as the “Services”). If you are a natural person, non-entrepreneur, these General Terms apply to you. The rights and obligations of UPC as the provider of these Services are also defined herein.

2. Contract

2.1. Contract

We provide you with electronic communications services under a contract on provision of publicly available electronic communications services (hereinafter referred to as the “Contract”). These General Terms are always an integral part of the Contract. The Contract is concluded in Czech language.

2.2. When Is the Contract Entered into?

We can offer you various ways of entering into the Contract, particularly in writing, but it can also be done, according to our current technical options, even by some means of remote communication. Depending on which of the currently offered ways of entering into the Contract you have chosen, the Contract is entered into (valid and effective):

- a) when both parties sign the form of the Contract, if it has been entered into in writing; or
- b) if you have filled in and sent the online form and we have confirmed the receipt of your order for Services to you; or
- c) we have agreed all the required particulars of the Contract and have mutually approved them via e-mail; or
- d) we have agreed all the required particulars of the Contract and have mutually approved them over the telephone.

2.3. Conditions for Entering into the Contract

We will enter into the Contract with you, if you give us all the data required by the law (3.1) and you confirm these data at our request by a valid citizen’s identity card or some other identity documents. We can also request you to prove your right to use the site of installation (4.4.1). Please, note that if you had not been fulfilling your obligations to UPC in the past, we are not obliged to enter into the Contract with you, or we may request from you a deposit (5.9.) according to the price list. We are also not obliged to enter into the Contract with you or we may request a deposit from you in case that entering into a Contract with you and potential performance of the Contract might be in reasonable conflict with our legally protected interests or legally protected interests of third parties (e. g. execution, insolvency proceedings). We obtain this information about you in public registers and lists (e. g. Public register, Insolvency register, the Central register of executions, Database of invalid identity documents or debtor registers).

2.4. If You Want to Change Services

2.4.1. If you wish to change the scope of the used Service, i.e. to increase the tariff in use, or if you wish to order an additional Service (hereinafter referred to as the “Change of Services”), contact us via the telephone line of the client centre or at www.upc.cz/pece_o_zakazniky/ or in writing. We will carry out the requested Change of Services not later than within 30 days from your request; from that moment on, we regard the agreement on the Change of Services as having been entered into, unless it has been previously entered into in writing.

2.4.2. You can rescind the Change of Services within 14 days from when the Change of Services was carried out, if you ordered it using means of remote communication (over the telephone or via the Web) or you concluded the Change of Services away from our business premises. You can rescind only the Change of Services, not the whole Contract. In that case after the rescission we will provide you the Services you were using before the Change of Services. You will then re-confirm your request for the Change of Services by paying the next bill for Services in full.

2.5. Under What Conditions Can UPC Change the Contract?

2.5.1. UPC is entitled to change whole scope of the Contract, including all of its parts. Subject to change might be especially the provided Service (price, parameters, provision conditions, provision initiation, termination or replacement by other Service, etc.), rights and obligations (Yours and UPCs – their scope, billing and invoices, fees and payment methods, complaints, conditions of personal data processing, delivery methods, liability for damage, etc.), and other contractual arrangements (duration of contract, conditions and means of contract termination, etc.), etc. UPC is entitled to change the Contract because of inflation, the introduction of new services, changes of market conditions, an electronic communications network improvement or development of new technologies, or change of other technical, operational, commercial or organizational conditions of UPC.

2.5.2. If UPC changes the terms and conditions of the Contract, you will be notified of this at least 1 month in advance on our website at www.upc.cz and in each of our shops.

2.5.3. If UPC changes the terms and conditions of the Contract specified by the law, we will notify you of this at least 1 month in advance, using the same method of communication that you chose for sending bills. If you do not agree with this change, you can terminate the Contract as of the date, on which the terms and conditions of the Contract are to change. However, please notify us in writing that you do not agree with the new terms and conditions of the Contract at least 15 days before the planned change, otherwise we will not have the technical ability to process this request and to terminate the Contract. However, you do not have the right to terminate the Contract for this rea-



son, if the terms and conditions of the Contract change as a result of a change of legislation or in the event of a change imposed by the Czech Telecommunications Office.

2.6. For How Long the Contract Is Entered into

We enter into the Contract with you for an indefinite period of time.

2.7. How to Terminate the Contract or an Individual Service

We can either agree on termination of the Contract or an Individual Service or it is possible to terminate the Contract or an individual Service in writing or it is possible to rescind the Contract.

2.7.1. Termination of the Contract

You can terminate the Contract in writing without giving a reason for doing so, with 30 days period of notice. The period of notice starts on the following day after you deliver your notice of termination of the Contract.

2.7.2. Termination of an Individual Service

You can also send us a notice of termination of an individual Service in writing, without giving any reason for doing so, with 30 days period of notice. The period of notice will start on the following day after you deliver your notice of termination of the Service to us. Please, note that if you do not state in your notice which specific Service you wish to terminate, it will mean to us that you wish to terminate the whole Contract.

2.7.3. Rescission

The Contract can also be terminated by written rescission but only for the following reasons.

2.7.3.1. You can rescind the Contract or an individual Service:

- (a) if we have been failing to deliver the Service without justification for more than 30 days;
- (b) within 14 days from the date of provision of the written information about the scope of the Contract, if we have entered into the Contract with you by means of remote communication (for example, over the telephone or via the Web). In that case you are obliged to pay the proportionate part of the price for the Services provided before the rescission.
- (c) within 14 days from the date of provision of the written information about the scope of the agreed changes of the Contract, if we agreed with you on the Change of Services by means of remote communication (for example, over the telephone or via the Web). You can rescind only the Change of Services, not the whole Contract. In that case after the rescission we will provide you the services you were using before the Change of Services.
- (d) within 14 days from entering into the Contract, if it was concluded away from our business premises (e.g. with our sales representative). In that case you are obliged to pay the proportionate part of the price for the Services provided before the rescission.
- (e) within 14 days from entering into the Change of Services, if it was concluded away from our business premises (e.g. with our sales representative). You can rescind only the Change of Services, not the whole Contract. In that case after the rescission we will provide you the services you were using before the Change of Services.

2.7.3.2. UPC can rescind the Contract or an individual Service, if:

- (a) you fail to pay any 3 bills during the term of the Contract and we have notified you of this fact;
- (b) you pay 2 consecutive bills after their respective due dates and we have notified you of this fact;
- (c) an untrue piece of information, which is a condition for entering into the Contract (3.1), has been given to us or filled in the Contract by you;
- (d) you have failed to provide the necessary cooperation for performance of the Contract, especially if you or the owner of the building where we are to provide you with Services have or has failed to enable us to install the necessary equipment for provision of Services or failed to enable us to have access to the site of installation or the installed equipment. Threatening, rude or irreverent treatment of our employees or suppliers is also considered to be failure to provide reasonable cooperation;
- (e) some other person uses Services without our consent (4.5.1);
- (f) you use or spread tools, which might endanger the security and integrity of the UPC network or the networks of other persons (4.5.2.d);
- (g) the way you use the Service negatively affects the traffic on the network or any of its parts or the quality of Service provided to other subscribers (4.5.2.e));
- (h) the insolvency proceedings were initiated with you;
- (i) there are technical reasons on our part, which will make it impossible for us to perform the Contract for a period longer than 30 (thirty) days, and we do not reach agreement on some other arrangement.

2.7.4. Death

In case the Subscriber dies we need the surviving relatives to let us know about it. They can inform us howsoever but after that we need them to submit a death certificate or an affidavit. After that we can agree upon change of the Contract so that one of the surviving relatives becomes a Subscriber (in case they intend to continue using the Service) or



we terminate the Contract on the day we receive the death certificate (eventually on the day of Subscriber's death if the Services were not provably used after that).

2.8. Contact Us...

Please, use solely our client centre for communication with us. You can reach our client centre by calling 241 005 100 (toll-free in the UPC network) or you can contact it via a contract form at www.upc.cz or you can send a letter to the following address: P. O. Box 53, Praha 3, zip-code 130 11. If we stated in the text of the Contract or the General Terms that a written form is necessary for the given action, we always mean a signed letter sent via a provider of mail services, eventually an e-mail provided with an advanced and recognised electronic signature sent to info@upc.cz.

2.9. Recommended by Us to You...

For communication with you, we will preferentially use the e-mail address given by you. We can also use the e-mail address you have used during previous communication with us. For communication with you, we will also use the contact address and telephone given by you; otherwise we will use the address of the site of installation of the Service. If there is any change in your contact information and you fail to notify us of such change (3.2), we will continue to send communications to the original contacts. Please, note that we will consider such sent communications to have been delivered. Please, also note that if you fail to collect or refuse to receive a registered mail consignment, such consignment will also be deemed to have been delivered because it came into the sphere of your control.

3. Subscriber Information

3.1. Information Necessary for Entering into the Contract

In order to make it possible for us to enter into the Contract with you, we need to know your following personal data: name and surname, place of residence, date of birth or birth code. The law does not permit us to enter into the Contract with you without these data. We also need to know the number of your citizen's identity card or some other identity document, based on which we can verify the authenticity of the personal data you provided us with.

3.2. Change of Your Data

If any of the information stated in the Contract changes, it is necessary that you notify our client centre of such change as soon as possible, not later than within 7 days from the change. This also applies to the contact address, to which we send you all written documents and your e-mail address.

3.3. Operational and Location Data

UPC maintains a database, which contains personal data, operational data and location data of its subscribers. By signing the Contract, you acknowledge that UPC processes provided data under conditions stated by the law and implementing regulations.. Operational data are any data, which we necessarily process, according to the law, for the purpose of transmission of messages via electronic communications networks or for their billing, for example, the caller's number, the called number, the date, the time, the duration of the transmission, the type of the provided Service, etc. Location data are any data, which we necessarily process, according to the law, in electronic communications networks and which determine the geographic location of the user's terminal device.

3.4. Information in Telephone Directories

Your data, i.e. your name and surname, telephone number and, as the case may be, your e-mail address can be published in a telephone directory (both in a hardcopy format and an electronic format). If you are interested in this publication, you need to state this directly in the Contract. You can withdraw your consent with the publication in a telephone directory at any time. In that case, we will ensure that the information is removed from the directory at the time of its next update. Under the law, we will also give your data to other providers of information services on telephone numbers and publishers of telephone directories. If you do not wish your data stated in a telephone directory to be used for contacting you for the purpose of third party marketing, you need to state this directly in the Contract. printed or electronic directory of subscribers should be use only for searching for contacts of a person based on their name or the other identity elements. In the electronic version of the list you can search contacts only if you know the name of the person.

3.5. Terms and Conditions of Personal Data Processing

UPC processes subscriber's data, Service user's data including potential Service users manually and automatically under conditions and for purposes stated in Terms of consumer's privacy protection, which is available at www.upc.cz in the Documents section.

4. Services

4.1. What Services We Provide

We provide you with the following electronic communications services:

- a) Service for access to the Internet network
- b) Service for transmission of radio and television signals via cable (cable television)



c) Telephone service

We also provide you with supplementary services, which can only be used in connection with one of the electronic communications services (hereinafter collectively referred to as the “**Service**” or “**Services**”). The specifications of each Service (including the supplementary services) form an integral part of the Contract and you can find them at <http://www.upc.cz/> in the Documents section.

4.2. From When We Provide the Services

We will be providing you with the Service from the day, on which our technician successfully puts the terminal point (i.e. the subscriber socket in your apartment) into operation, or on the date, on which we deliver the Receiving Device to you, if the terminal point has already been put into operation. We will start providing you with the Service not later than within 40 days from the signing of the Contract.

4.3. Installation of Receiving Devices

You usually install the Receiving Device (refer to Article 7 for definition of what this is) on your own. If you wish our technician to install the Receiving Device for you, you need to order this service. A fee stated in the price list is charged for installation of a Receiving Device by a technician.

4.4. Where We Provide You with the Services

We provide you with the Services in your house or apartment (apartment unit) or in an apartment, to which you have the right of use (for example, a rented apartment); this is the site of installation.

4.4.1. Right of Use

If you do not own the apartment or the house, we may request you to prove that you are authorised to use the apartment or the house, for example, by presenting a contract of lease before we enter into the Contract with you. The same applies if you want to change the site of installation during the term of the Contract. If you fail to prove that you are authorised to use the apartment, we may not enter into the Contract with you and therefore we may not provide you with the Services.

4.4.2. Access

It is necessary that you provide us with access to the site of installation so that we can put the terminal point into operation. Without this cooperation, we will be unable to provide you with the Services.

4.4.3. Consent of the Building Owner

It is your responsibility to obtain the consent of the owner of the building where the site of installation is to be that will permit installation of a terminal point in the building, if it has not yet been installed there. If you do not have such consent, you need to let us know; otherwise we will assume that you have obtained such consent. If you do not have such consent, it may happen that we will be unable to provide you with the Services.

In order for us or our authorised technicians to be able to carry out maintenance, repairs, modifications, assembly, relocation, inspections, measuring or disassembly of the Services or the devices necessary for using the Services, it is necessary that you give us access to the premises in the building where the terminal point is found. If we do not have such access, it may happen that we will be unable to provide you with the Services.

4.5. Use of the Services

4.5.1. Who Can Use the Services

You as a subscriber or the persons who live in the apartment together with you can use the Services. In order for other persons to be able to use the Services, you need our express consent.

4.5.2. How You Can Use the Services

When using our Services:

- a) do not tamper with our devices; do not change their settings; do not even change the settings of the connecting Receiving Device;
- b) do not make malicious or vexatious telephone calls;
- c) use the Services in accordance with its specifications, the General Terms and laws;
- d) do not use and do not spread any tools that might endanger the security and integrity of the UPC network or the networks of other persons.
- e) do not use the Services the way that might negatively affect the traffic on the network or any of its parts or the quality of Service provided to other subscribers.

You can use the Services with a device, which meets the requirements defined by laws for operation in the Czech Republic.

4.6. What If a Defect of the Services Occurs



If a defect occurs in the UPC network, we will remove it as soon as possible. If the Services stop working for you or if you are dissatisfied with their quality, it is necessary to report this to the client centre without delay. After a defect is reported, we will remove it within 2 working days. If the defect is in our network or in our device, UPC will bear the costs of the repair. However, you will bear the costs, if the defect is in your device and we repair it at your request.

4.7. Third Party Services

When using the telephone service, you can also use services offered by another provider (for example, the commercial lines with numbers starting 9xy). In order to make third party services available, we may request from you a warranty according to the price list. You will then pay for such third party services to the third party through us and the fees for these services are stated in the bill. The third party services are always charged outside your telephone tariff (free minutes). Please, note that we are not responsible for third party services and therefore it is not possible to lodge a complaint with us about their defective provision.

4.8. Restriction of the Services

4.8.1. Reasons for Restriction

We can restrict or interrupt the provision of the Services for you for a necessary period for operational or technical reasons (particularly if there is a danger of an overload of network capacity), or in the case of violation of security and integrity of our network or detection of threats or vulnerabilities, on the basis of a decision of a governmental authority, during a crisis situation or for the sake of some other important public interest or if there is a risk of network capacity overload.

We can also restrict or interrupt the provision of the Services for you if:

- a) you fail to pay the bill for the Services properly and in time, even after expiration of an additional time limit;
- b) we have reasonable suspicion that you or some other person is misusing the Services provided for you;
- c) you refuse to deposit a security (5.8);
- d) you use the Services in a way that can negatively affect the operation of the network or any part thereof or the quality of the Services provided for other subscribers (for example, if you use a device not approved for operation in the Czech Republic).

4.8.2. Consequences of Restriction

We will resume the provision of the Services for you within a reasonable time limit, as soon as the reason, for which we have restricted or interrupted the Services for you, ceases to exist. During the restriction or interruption, based on the reasons referred to in 4.8.1 a) through d), you will pay for the Services in full and we may request payment of a fee defined in the price list for resuming the operation. If we have restricted or interrupted the provision of the Services for you for the reasons referred to in 4.8.1 a) through d), we may charge you the full price of the Services after resumption of the provision of the Services, if we had been giving you a discount up until that time.

4.9. Capacity

In order to prevent network capacity overload, we may define a permitted quantity of transmitted data for individual Services for a certain period. If you exceed the permitted quantity of transmitted data, we may limit the transmission speed for the Service used by you until the end of the defined period.

4.10. Liability for Damage

Please, note that our liability for damage is limited by the law. Thus, UPC is not obliged to indemnify the users of the Services for damage, if it occurs as a result of interruption of the Service or defective provision of the Service.

4.11. Transfer of a Number from or to Another Operator

With the telephone service, you have the option of migrating from some other service provider to UPC with your telephone number being unchanged. You also have the option of retaining your telephone number and migrating with it to some other service provider. In that case, the receiving provider will send us an order for transfer of the number. This order needs to be supplemented by your notice of termination of the telephone service within 4 working days (notice period in case of a number transfer is 10 days and starts on the day that the notice of termination is delivered). If you not give us this notice of termination, we will refuse the order of the receiving provider. If we receive only a notice of termination without an order from the receiving operator, we will treat the order according to clause 2.7. If you transfer your number to some other provider of services and you thus terminate the telephone service without fulfilling the conditions for a discount (5.4.2. b)) we may request you to pay the discounts or other advantages, which we have given you and which were linked to this condition. You can find more information on the conditions of the number transfer service at www.upc.cz in the "Documents" section and at the client centre.

5. Price of the Services

5.1. From When You Pay and How Much



You will be paying the price of the Services from when their provision started. The amount of the price for the Services is stated in the Contract or in the valid price list of the Services. The price list forms an integral part of the Contract.

5.2. When and How We Send You Bills

We usually charge you the price of the Services on a monthly basis. We will deliver you the bill for the price in an electronic format, unless we agreed otherwise. If you are interested in receiving a hardcopy bill, it can be sent to you at your request. If you do not give us your e-mail address, we will be sending you a hardcopy bill. A fee is charged for a hardcopy bill according to the price list.

5.3. When and How You Pay the Bills

The due date of the price of the Services is stated directly in the bill. If it happens that the due date is not stated in the bill, then the bill is to be paid within 10 days from its delivery. We have agreed the method of payment in the Contract. If not, send us the payment of the amount in the bill to our account stated in the bill. It is necessary that whenever you make a payment to our account you should state the correct identification code, which is also stated in the bill because the identification code will enable us to recognise that the payment has been made by you and we will not be sending you unnecessary reminders.

5.4. Discount

5.4.1. Discount Amounts

We can agree on a discount in the Contract. A discount can be given either as a repeated discount on the price of the Services or as a one-time discount on the activation fee or a discount on the installation fee or some other discount that we agreed in the Contract. The specific discount amount will be calculated as the difference between the price stated in the price list when the Contract was entered into and the price stated directly in the Contract.

5.4.2. Terms of a Discount

You will become entitled to a discount, if:

- a) we have agreed on a discount in the Contract and
- b) you use the Service properly for period stated in the Contract and
- c) you have not breached the Contract in any of the ways, which enable us to terminate the Contract (2.7.3.2 a) through h)) and
- d) you have not breached the Contract in any of the ways, which enable us to restrict the Services (4.8.1 a) through d)).

You will become entitled to a discount at the moment when you have met all the defined conditions. If this does not happen, we will send you a corrective bill for the price. In the corrective bill, we will charge you the difference to the full price stated in the price list at the time when the Contract was entered into.

5.5. If You Fail to Pay the Price

If you fail to pay the price of the Services properly or in time, we will request you to make the payment in the same way, in which we delivered you the bill and we will give you at least a 7-day additional time limit for the payment. If you fail to pay the price of the Services even within this time limit, we may restrict the provision of the Services for you (4.8.1).

5.6. If You Fail to Pay the Price Repeatedly

If you pay 2 consecutive bills after their respective due dates and we have notified you of this fact, we may terminate the Contract (2.7.3.2.b)). We can also terminate the Contract, if you fail to pay any 3 bills during the term of the Contract and we have notified you of this fact (2.7.3.2.a)).

5.7. Payment

Please, note that the payment that we will receive from you can be used by us at our discretion for settlement of any amount owed by you, unless otherwise arranged. Upon your request, we will give you information, through the client centre, on what owed amount your payment was used to settle.

5.8. Warranty

We may also request from you a warranty according to the price list. In most cases, we will request a warranty, if you have an unusually high level of traffic in the Telephone Service during a month, which might have been misused by some other person to your detriment or which might have been irresponsibly used by children. If you refuse to provide a warranty, we can restrict the Service for you until the end of the month. With this procedure, we try to protect particularly you from an excessive financial burden as well as us from non-payment for the provided Services. If you have provided a warranty, we can set off the amount owed by you against the warranty. We will notify you of the setoff upon your request through the client centre. After the end of the Contract, we will refund the warranty, less any owed amounts, to you. We are allowed 60 days for refunding the security from the end of the Contract



or the settlement of all obligations (including return of the Supplementary Device) on your part, whatever occurs later.

5.9. Deposit

We may request from you a deposit in case you want to enter into a Contract with us and you had not been fulfilling your obligations to UPC in the past or in case that entering into a Contract with you and potential performance of the Contract might be in reasonable conflict with our legally protected interests or legally protected interests of third parties (e. g. execution, insolvency proceedings) (2.3.). Every month we will use the provided deposit to defray your bill until there is nothing left from the deposit. After that you shall pay the bill as arranged (5.3.).

6. Complaints Procedure

6.1. You Are Dissatisfied with the Charged Price

If you disagree with the amount of the price charged for the Services, you can lodge a complaint about the bill with our client centre. You can lodge a complaint about a bill within 2 months from its delivery; after that, your right to lodge a complaint will expire according to the law.

6.2. Suspensory Effect

If you lodge a complaint about a bill in time, such complaint does not have a suspensory effect on the due date of the bill according to the law and it is necessary that you pay the bill. However, at your request, the Czech Telecommunications Office may grant a suspensory effect on a complaint.

6.3. You Are Dissatisfied with the Provided Service

If you disagree with the quality of the provided Service, you can lodge a complaint about the Service with our client centre. You can lodge a complaint about the Service within 2 months from its defective provision; after that, your right to lodge a complaint will expire according to the law.

6.4. How and by When We Will Process a Complaint

We will process your complaint within 30 days from the moment when you delivered it to us. If we find your complaint about a bill to be justified, we will reflect the overcharge for the Services, if any, in the next bill for the Services. If we find your complaint about a Service to be justified, we will reflect a discount on the price of the Service, if any, in the next bill for the Services. If you do not agree with how the complaint was processed, you can contact the Czech Telecommunications Office.

7. Lease of Receiving Devices

7.1. What is a Receiving Device?

A Receiving Device is a device, which will enable you to use our Services, i.e. to receive our signal. This includes, for example, a modem, a set-top-box and the like. Depending on the specific offer, we will either lease, loan for free or sell the Receiving Device to you. The sale of Receiving Devices is regulated specifically by the General Business Terms of Sale of Receiving Devices. UPC may provide (through leased or loaned for free Receiving devices) electronic communications services to other subscribers. In case the leased or loaned Receiving Device has been replaced upon your complaint we are not responsible for the content you saved on the hard disk of the Receiving Device. We may update software of the Receiving Device you have leased or loaned to ensure network functionality for providing our Services. Please be aware that during the software update the saved content on the hard disk may be modified.

7.2. Lease of a Receiving Device

If you decide to lease a Receiving Device, you will be paying regular monthly fees for the lease in the amount defined in the price list. Billing and payment of the fees for the lease of a Receiving Device takes place in the same way as with the billing for the Services.

7.3. Loan of a Receiving Device

If you have a Receiving Device loaned for free, the same rights and obligations apply to the loan as to the lease of a Receiving Device (in clauses 7.4 – 7.7).

7.4. Return of a Receiving Device

It is necessary that you return a leased Receiving Device within 14 days after the end of the Contract at your own expense. You can return the device either in person in our Contact places, current list of Contact places is available on www.upc.cz/pece-o-zakazniky/kontakt, or by sending it to the address of our distribution warehouse, which is available on www.upc.cz/vraceni_zarizeni. This also applies if you terminate the use of an individual Service and you only use the Receiving Device for its receipt. In order to prevent damage to the Receiving Device being returned on the way to us (or for the event that damage occurs), we recommend that you insure the consignment when sending it according to the amount of the contractual penalty for the relevant Receiving Device, which is stated in the price



list at www.upc.cz. A Receiving Device is considered to have been delivered at the moment when we receive it in our distribution warehouse or in our Contact place.

7.5. Protection of a Receiving Device...

Protect a leased Receiving Device from damage as well as loss and theft. You must return it to us not only in time (7.4) but also in good order.

7.6. What If You Fail to Return a Receiving Device in Good Order and in Time

If you fail to return a leased Receiving Device to use in good order and in time (7.4 and 7.5), please note that we can charge you a contractual penalty according to the price list.

7.7. What If You Return a Receiving Device But You Have Not Terminated the Contract

If you return the leased Receiving Device without terminating the Contract with us, this has no effect on continuation of the Contract. Please, note that in such case the Contract continues and it is necessary that you continue to pay the price of the Services.

8. Governing Law and Jurisdiction

The Contract is governed by the Czech law, particularly by Act No. 89/2012 Coll., the Civil Code, and Act No. 127/2005 Coll. on Electronic Communications. If any part of the Contract is found invalid, this will not affect the validity of the remaining provisions. Any disputes that may arise between us will be heard by the Czech Telecommunications Office or a general court of the Czech Republic according to the relevant substantive jurisdiction.

For the out-of-court resolution of an eventual consumer dispute has the jurisdiction in the field of electronic communications the Czech Telecommunications Office (www.ctu.cz) and in other fields the Czech Trade Inspection Authority (www.coi.cz).

9. Parts of the Contract

Parts of the Contract are always these General Terms, Terms of consumers privacy protection, Specifications of Services, the Price List and eventually the specifications of supplement services (MyPrime, Wi-Free, etc.). By signing the Contract, you agree with the wording of all the parts thereof. The current wording of the Contract, including all its parts, is available to the public at www.upc.cz in the Documents section.

10. Effective Date

These General Terms are effective as of 01/01/2018. You can find the current wording of the General Terms at www.upc.cz.