



## **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, Závěšova 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 3
2.7. How to Terminate the Contract or an Individual Service .....	page 3
2.7.1. Termination of the Contract .....	page 3
2.7.2. Termination of an Individual Service .....	page 3
2.7.3. Rescission.....	page 4
2.8. Contact Us .....	page 4
2.9. Recommended by Us to You.....	page 4
3. Subscriber Information	
3.1. Information Necessary for Entering into the Contract .....	page 4
3.2. Change of Your Data .....	page 4
3.3. Operational and Location Data.....	page 4
3.4. Why We Process the Data and the Extent to Which We Do So .....	page 5
3.5. How We Process Your Data.....	page 5
3.6. Information in Telephone Directories .....	page 5
3.7. How We Send You a Commercial Communication.....	page 5
3.7.1. Written Documents .....	page 5
3.7.2. Electronic Mail.....	page 5
3.7.3. Telephone Call .....	page 5
3.8. When We Are Having a Telephone Conversation with You.....	page 5
3.9. Marketing .....	page 5
3.10. Register of Debtors.....	page 5
3.11. Your Rights Concerning Personal Data Processing .....	page 5
4. Services	
4.1. What Services We Provide.....	page 6
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 7
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

## 6. Complaints Procedure

6.1. You Are Dissatisfied with the Charged Price .....	page 8
6.2. Suspensory Effect .....	page 8
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 9
7.6. What If You Fail to Return a Receiving Device in Good Order and in Time .....	page 9
7.7. What If You Fail to Return a Receiving Device and You Have Not Terminated the Contract .....	page 9

## 8. Governing Law and Jurisdiction.....page 9

## 9. Parts of the Contract .....

## 10. Effective Date .....

## **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.

### **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.

### **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/klientsky-servis](http://www.upc.cz/klientsky-servis) 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). 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. If UPC changes the terms and conditions of the Contract, i.e. even any part of the Contract, you will be notified of this at least 1 month in advance on our website at [www.upc.cz](http://www.upc.cz) and in each of our shops. UPC is entitled to change whole scope of the Contract. 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 essential terms and conditions of the Contract (the essential terms and conditions are defined by electronic communication Act), or if UPC changes the terms and conditions of the Contract to your disadvantage, we will notify you of this at least 1 month in advance, using the same method of communication that you chose for sending bills.

2.5.3. If UPC changes the essential terms and conditions of the Contract, or if UPC changes the terms and conditions of the Contract to your disadvantage, and 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, you must 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 reason, 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 a 1 month period of notice. The period of notice starts on the first day of the following month 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 a 1 month period of notice. The period of notice will start on the first day of the following month 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).
- (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).

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) 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.

### **2.8. 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 Web interface at [www.upc.cz](http://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.

### **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 Con-

tract with you without these data. We also need to know the number of your citizen's identity card or some other identity document. You provide us with other personal data on a voluntary basis.

### **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.

### **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 give your consent with the processing of the said data, which concern you. Operational data are any data, which we must 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 must process, according to the law, in electronic communications networks and which determine the geographic location of the user's terminal device.

### **3.4. Why We Process Data and the Extent to Which We Do So**

We only process the data on you to the extent necessary for meeting our statutory obligations, for entering into the Contract, for performing the Contract, for operating and protecting networks, for transmitting information via networks, for providing Services and the related services, for billing them, for protecting your and our rights and the interests protected by the law as well as for performing operations related to the above. We only process the data on you for the period necessary for accomplishing the aforementioned purposes but not for longer than the term of the Contract or until complete settlement of the rights and obligations arising from the Contract or not for longer than a period defined by the applicable laws or in accordance with such laws.

### **3.5. How We Process Data**

We collect and process data manually or automatically. Our employees are bound by confidentiality and are trained to protect the data they can access as part of their work. We collect and process data on our own as well as through third parties (processors). In that case, they are processors who provide UPC with, for example, administrative or technical support for provision of Services and other related activities or they organise commercial or marketing campaigns for UPC. We provide such processors only with the data for the aforementioned specific purpose, only in the necessary scope and we have a written contract on personal data processing with them so they must observe the same obligations to protect personal data as we do.

### **3.6. 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.

### **3.7. How We Send You Commercial Communications**

#### **3.7.1. Written Documents**

To your name, surname and address, we will be sending you commercial communications of UPC, in which we will inform you of our services and products and on the services and products of entities, which have a contractual relation with UPC. If you do not wish us to send you commercial communications by mail, you need to express your disagreement in writing at any time. We can also provide some other administrator with these data. If you do not wish this, it is necessary that you express your disagreement in writing at any time.

#### **3.7.2. Electronic Mail**

To your e-mail address, we will be sending you commercial communications of UPC, in which we will inform you of our services and products. If you do not wish us to send you these commercial communications, you can refuse this when signing the Contract or at any time later when any message is sent to you.



### **3.7.3. Telephone**

We will be using your telephone number for commercial communications from UPC. If you do not wish us to contact you in this way, you can refuse it when signing the Contract or at any time later.

### **3.8. When We Are Having a Telephone Conversation with You**

We wish you to be satisfied with our Services. In order for us to know how our operators treat you, we record your conversations with our client centre.

### **3.9. Marketing**

As part of customer care and for the sake of improving our services, you agree that we can use your data for marketing purposes during the term of the Contract. You can withdraw your consent with this processing of your data at any time.

### **3.10. Register of Debtors**

If you become our debtor, we can give this information to the relevant register of debtors. By signing the Contract, you give your consent to this.

### **3.11. Your Rights Concerning Personal Data Processing**

You have the right to receive information from us on what specific personal data on you we process and to what extent and for what purposes we process them and who is the recipient of such data. If you believe that we process your personal data in a way, which is in conflict with the protection of your private and personal life or in conflict with the law, you can request us to provide an explanation. You can also request us to remedy a flawed situation, which involves, for example, blocking, correcting, making addition to or liquidating your personal data. You can also contact the Office for the Protection of Personal Data at any time. You can find details on the protection of personal data at <http://www.upc.cz/o-upc/privacy/>.

## **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 form an integral part of these General Terms and you can find them at [www.upc.cz](http://www.upc.cz).

### **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.

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 you to deposit a security 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. 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 10 working days. 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 you number to some other provider of services and you thus terminate the telephone service during the minimum period of use, we may request you to pay the discounts or other advantages, which we have given you and which were linked to a minimum period of use of the telephone service. You can find more information on the conditions of the number transfer service at [www.upc.cz](http://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 important 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 observe the minimum period of use 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 g)) 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 e)).

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. 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 you to deposit a security according to the price list. In most cases, we will request you to deposit a security, 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 deposit a security, 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 deposited a security, we can set off the amount owed by you against the deposited security. We will notify you of the setoff upon your request through the client centre. After the end of the Contract, we will refund the deposited security, 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.

## **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.

### **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 7 days after the end of the Contract to the address of our distribution warehouse: UPC Česká republika, s.r.o., Kostomlátecká 20/39, 28802 Nymburk. 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](http://www.upc.cz). A Receiving Device is considered to have been delivered at the moment when we receive it in our distribution warehouse.

### **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. 513/1991 Coll., the Commercial 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.

## **9. Parts of the Contract**

Parts of the Contract are always these General Terms, Specifications of Services and the Price List. By signing the Contract, you agree with the wording of all the parts thereof. The current wording of the Contract, including its parts, is available to the public at [www.upc.cz](http://www.upc.cz).

## **10. Effective Date**

These General Terms are effective as of 01/01/2014. You can find the current wording of the General Terms at [www.upc.cz](http://www.upc.cz).