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OPĆI UVJETI POSLOVANJA Televio Hrvatska

§ Pojmovi i definicije

U smislu ovih Općih uvjeta, svaki od dolje navedenih pojmova ima sljedeće značenje:

1. **Pružatelj usluge** - ModernTV Europe s.r.o. sa sjedištem na adresi: U Vodárny 2965/2, Brno - Královo Pole, Czech Republic, registriran kod Regionalnog suda u Brnu pod matičnim brojem: C 124370, OIB: 11705809, e-mail: info@televio.hr;
2. **Korisnik** – Fizička osoba koja je potpuno poslovno sposobna, odnosno koja ima navršenih 18 ili više godina te ima stvarno i stalno boravište u Republici Hrvatskoj te koristi usluge koje pruža Pružatelj usluge u svrhe koje nisu izravno povezane s poslovanjem ili profesionalnom djelatnošću Korisnika (Potrošača).
3. **Usluga** – Televio Hrvatska, dostupno putem internet stranice: www.televio.hr ili Televio aplikaciji
4. **Račun** – skup sredstava i prava unutar Stranice dodijeljenih određenom Korisniku, koji ima jedinstveno korisničko ime i zaporku.
5. **Usluge** – sve usluge koje pruža Pružatelj usluga Korisnicima prema ovim Općim uvjetima poslovanja. Pružanje Usluga od strane Pružatelja usluga sastoji se od pružanja Korisnicima plaćenih medijskih usluga u obliku prijenosa medijskih usluga putem interneta u realnom vremenu ili na zahtjev. Detaljan popis i opis Usluga dostupan je na Stranici te se podnosi Korisniku na prihvaćanje prije sklapanja Korisničkog ugovora.
6. **Elektronička adresa** - oznaka ICT sustava kojim se omogućuje komunikacija putem elektroničke komunikacije, a posebno elektroničke pošte;
7. **Marketinške informacije** - sve informacije koje su izravno ili neizravno namijenjene promicanju robe, usluga ili ugleda poduzetnika ili profesionalaca, čije pravo na obavljanje profesije podliježe ispunjavanju zahtjeva navedenih u zasebnim aktima, isključujući informacije koje omogućuju komunikaciju putem elektroničke komunikacije s određenom osobom, kao i informacije o robi i uslugama koje ne služe za ostvarivanje marketinškog učinka od strane subjekta koji je naložio njihovo širenje, posebno bez naknade ili drugih koristi od proizvođača, prodavatelja i pružatelja usluga;

8. **Pružanje usluga elektroničkim putem** - obavljanje usluge koja se pruža bez istodobne prisutnosti stranaka (na daljinu), prijenosom podataka na pojedinačni zahtjev primatelja, poslana i primljena putem opreme za elektroničku obradu, uključujući digitalnu kompresiju i pohranu podataka, koja se u potpunosti prenosi, prima ili prenosi putem telekomunikacijske mreže u smislu relevantne europske i nacionalne legislative.
9. **Informacijski i komunikacijski centar** – skup povezanih IT uređaja i softvera koji osiguravaju obradu i pohranu, kao i slanje i primanje podataka putem telekomunikacijskih mreža telekomunikacijskim kanalom koji odgovara određenoj vrsti mreže u smislu relevantne europske i nacionalne legislative.
10. **Sredstva elektroničke komunikacije** - tehnička rješenja, uključujući ICT uređaje i softverske alate koji surađuju s njima, čime se omogućuje pojedinačna komunikacija na daljinu koristeći prijenos podataka između ICT sustava, a posebno elektroničke pošte
11. **Opći uvjeti poslovanja** (dalje u tekstu: „Uvjeti“) – ova pravila i propisi za pružanje usluga
12. **Obračunsko razdoblje** - određeno vremensko razdoblje (npr. 30 dana), obuhvaćeno Ugovorom sklopljenim na neodređeno vrijeme, tijekom kojeg Korisnik ima pristup određenim Uslugama i dužan je platiti cijenu;
13. **Ugovor** - ugovor sklopljen na daljinu elektroničkim putem između Pružatelja usluge i Korisnika, čija je svrha pružiti Korisniku tražene usluge od strane Pružatelja usluga, za koje Pružatelj usluga biva kompenziran određenom naknadom;
14. **Stranica** - označava sve druge odredbe, uvjete i dokumentaciju dostupnu na internetskoj stranici Pružatelja usluga, a koja propisuje prava i obveze u vezi s ponašanjem Korisnika usmjerenim prema Pružatelju usluge, korištenju bilo koje od njegovih usluga i internetske stranice na bilo koji način.
15. **Država članica boravišta** – Korisnikovo stvarno i stalno boravište u Republici Hrvatskoj

§ 2 Opće odredbe

1. Ovim Uvjetima i odredbama utvrđuju se prava i obveze Pružatelja usluga i Korisnika u vezi s pružanjem Usluga.
2. Legislativa predstavlja pravila elektroničkog pružanja usluga u smislu relevantne europske i nacionalne legislative o elektroničkom pružanju usluga, a posebno se propisuje:
 - 1) vrste i opseg usluga koje Pružatelj usluga pruža elektroničkim putem,
 - 2) uvjete pružanja usluga elektroničkim putem, uključujući tehničke zahtjeve potrebne za suradnju s IT sustavom koji koristi Pružatelj usluga,

- 3) uvjete sklapanja i raskida ugovora o pružanju usluga elektroničkim putem,
 - 4) prava i obveze Pružatelja usluga i Korisnika u vezi s pružanjem Usluga,
 - 5) pravila za isključivanje/izuzeće od odgovornosti Pružatelja usluga za pružanje Usluga,
 - 6) postupak podnošenja pritužbe.
3. Pružatelj usluga pruža usluge elektroničkim putem u skladu s Legislativom.
 4. Pružatelj usluga će Korisniku učiniti Uvjete dostupnima prije sklapanja Ugovora, uključujući i na način koji Korisniku omogućuje stjecanje, reprodukciju i bilježenje sadržaja Uvjeta putem informacijskog i komunikacijskog sustava koji Korisnik koristi.
 5. Pružatelj usluga osigurava da su aktualni Uvjete dostupni na Stranici. Korisnik naročito ima pravo u bilo kojem trenutku preuzeti trenutni sadržaj Uvjeta s web stranice, spremi ga bilo kojem nosaču podataka i isprintati.
 6. Korisnik nije vezan onim odredbama Uvjeta koje nisu bile objavljene ili nisu stavljene na raspolaganje.
 7. Korisnik je dužan pridržavati se odredbi Uvjeta od trenutka kada potvrdi da je pročitao i prihvatio Uvjete.
 8. Korisnik potvrđuje i prihvaća činjenicu da Pružatelj usluga, može u bilo kojem trenutku odlučiti pokrenuti novu uslugu ili marketinšku aktivnost pod brendom Televio Hrvatska, a sve takve novosti bit će regulirane zasebnim Općim uvjetima koje će u zasebnom postupku konfirmacije, Korisnik iznova (po svom izboru) prihvatiti. Međutim, odredbe navedene u ovim Uvjetima također će se primjenjivati na takve nove usluge ili marketinške aktivnosti osim ako nisu izričito isključene posebnim Općim uvjetima.

§ 3 Račun

1. Da bi koristio Usluge, Korisnik mora imati Račun na Stranici.
2. Da bi stvorio Račun, Kupac je dužan ispravno i istinito ispuniti obrazac za registraciju dostupan na Stranici.
3. Ispunjavanje obrasca za registraciju od strane Kupca istovjetno je potvrdi da:
 - 1) su podaci koji su u njima dostavljeni potpuni su i činjenično točni,
 - 2) Korisnik ima pravo sklopiti Ugovor o pružanju Usluga, a posebno da ima potpunu poslovnu sposobnost,

- 3) Korisnik je pročitao Uvjete i suglasan je da će ih se pridržavati, posebno da će platiti Usluge do datuma dospijeca i pod odredbama predviđenim Uvjetima i onima dostupnim na Stranici,
 - 4) Korisnik je pročitao Pravila privatnosti i prihvaća njezine odredbe,
 - 5) Korisnik pristaje na početak pružanja usluga prije isteka 14-dnevnog razdoblja za jednostrani raskid,
 - 6) Korisnik pristaje na dostavu detaljnih stavki fakture (računa) u odgovarajući odjeljak u postavkama Korisnika.
4. Osim toga, tijekom postupka registracije Korisnik može:
- 1) pristati na primitak marketinških materijala od strane Pružatelja usluga.
5. Po primitku ispravno ispunjenog obrasca za registraciju i nakon odabira barem jedne od dostupnih Usluga, Pružatelj usluga će za Korisnika unutar Stranice izraditi jedinstveni Račun s korisničkim imenom koje je odabrao Korisnik.
 6. Odabirom naziva korisničkog računa na Stranici, Korisnik jamči da takvo ime ne krši prava bilo koje treće strane. Izbor naziva korisničkog računa isključiva je odgovornost primatelja.
 7. Davatelj usluga može odbiti stvoriti Račun s imenom koje je odabrao Korisnik ako se navedeno ime/naziv već koristi na Stranici od strane drugog Korisnik, ako ga smatra nezakonitim, nemoralnim ili krši prava trećih strana.
 8. Korisnik neće otkriti korisničko ime ili lozinku na Računu bilo kojoj trećoj strani i isključivo će biti odgovoran za bilo kakvu štetu nastalu kao rezultat njihovog otkrivanja ili neodgovarajuće zaštite od pristupa trećih osoba.
 9. Račun se može izbrisati na traženje i prema uputi Korisnika.

§ 4 Korisnički ugovor

1. Korisnik može sklopiti Ugovor samo u privatne svrhe, koji se ni na koji način ne odnosi na njegovu poslovnu ili profesionalnu djelatnost.
2. Ugovor se sklapa nakon potvrde o stvaranju Računa od strane Pružatelja usluga.
3. Osim ovih Uvjeta, sadržaj Ugovora određen je:
 - a. uvjetima i odredbama navedenim tijekom postupka kupnje/odabira usluga (kao što su paket Usluga koje je odabrao Korisnik, cijena za njihovo pružanje i razdoblje pristupa Uslugama),

- b. sadržajem izjava (uključujući suglasnosti) koje je Korisnik dao tijekom postupka kupnje (npr. pristanak za trenutni početak Usluge),
 - c. u određenim slučajevima, odredbama sadržanim u drugim dokumentima (npr. Opći uvjeti određene promocije), svaki put dostupnim Korisniku tijekom postupka kupnje/odabira usluge.
4. Kupac može koristiti Usluge pod uvjetom da:
- a. pristane na periodično naručivanje s odabranim parametrima i periodički tereti platnu karticu ili drugi način plaćanja kojim se omogućuje periodičko plaćanje dospjelog iznosa naknade i arhivira/spremi platnu karticu na strani pristupnika za plaćanje,
 - b. je plaćanje verificirano od strane Operatora provođenja plaćanja za određenu uslugu od strane Korisnika.
5. Pružatelj usluga potvrđuje sklapanje Ugovora slanjem poruke na e-mail adresu Korisnika navedenu tijekom registracije Računa te koja je dostupna na Korisnikovom Računu. Na isti način, Pružatelj usluga će potvrditi suglasnost Korisnika za početak obavljanja Usluga prije isteka roka za odustanak te, u slučaju ugovora sklopljenih na neodređeno vrijeme, potvrdu suglasnosti Korisnika za periodično terećenje njegove platne kartice.
6. Posebna pravila mogu se primjenjivati na pojedinačne Usluge i promocije, od kojih će svaka biti dostupna Korisniku na Stranici tijekom njihovog razdoblja korištenja. Prije korištenja Usluge obuhvaćene posebnim pravilima, Korisnik potvrđuje da je pročitao i prihvaća navedena pravila.
7. Ugovorom, koji je sklopljen sukladno stavku 5. ovog članka, može biti određeno da Korisnik ima pravo odabrati (dodatne) pojedinačne Usluge i vremensko razdoblje za koje će ih koristiti, u mjeri u kojoj je to u skladu s trenutnom ponudom Pružatelja usluga. Pružatelj usluga potvrđuje primitak izbora/naloga Usluge automatski generiranom porukom poslanom na Korisnikovu elektroničku adresu navedenu prilikom kreiranja Računa koja je dostupna na Korisnikovom računu. Ova poruka predstavlja samo potvrdu da je nalog/izbor zaprimljen i da je Ugovor sklopljen samo kako je opisano u točki 5. gore.
8. Primatelj usluge može koristiti Usluge u Hrvatskoj i, u mjeri koja proizlazi iz Uredbe (EU) 2017/1128 Europskog parlamenta i Vijeća od 14. lipnja 2017. o prekograničnoj prenosivosti usluga internetskog sadržaja na unutarnjem tržištu (u daljnjem tekstu: Uredba), također na području država članica Europske unije. Pristup Stranici ili pojedinačnim Uslugama izvan Republike Hrvatske može biti u cijelosti ili djelomično ograničen u skladu s odredbama Uredbe i ovim Uvjetima.

9. Pružatelj usluge ima pravo verificirati je li Korisnikova Država članica boravišta Republika Hrvatska, u skladu s Uredbom i relevantnom GDPR legislativom . Ako Pružatelj usluga ima opravdane sumnje u vezi Korisnikove Države članice boravišta, imat će pravo ponoviti provjeru sredstvima dopuštenima Uredbom. U slučaju da se utvrdi da Korisnik krši ovu klauzulu, Pružatelj usluga zadržava pravo prekinuti pružanje Usluga s trenutnim učinkom.
10. Korisnik može koristiti Usluge na ograničenom broju uređaja. Trenutna ograničenja broja uređaja na kojima Korisnik može koristiti Usluge i dopuštena učestalost njihove promjene naznačena su na Stranici.
11. Preporučuje se da koristite jedan web preglednik kada koristite Usluge na određenom uređaju. Ako koristite Usluge u različitim preglednicima, svaki se preglednik može tretirati kao zaseban uređaj i tako dovesti do ograničenja iz stavka 10.
12. Ugovor o pružanju usluga sklapa se na neodređeno vrijeme, osim ako su se stranke drugačije dogovorile.
13. Ako je Ugovor sklopljen na neodređeno vrijeme, Korisniku se omogućuje neprekinuti pristup izabranim Uslugama. Pristup Uslugama ovisi o plaćenim naknadama koje za njih dopijevaju, osim ako odredbe Uvjeta ili drugi pisani dogovori između stranaka rezultiraju nepostojanjem obveze plaćanja (npr. u slučaju posebnih uvjeta za odabrane promotivne usluge).
14. Korisnik, koji je sklopio Ugovor na neodređeno vrijeme, može u bilo kojem trenutku, bez navođenja razloga, dostaviti obavijest o raskidu Pružatelju usluga slanjem obavijesti na elektroničku adresu podrska@televio.hr. Ako Korisnik nije kupio Usluge na dan podnošenja obavijesti o raskidu, Ugovor se raskida mjesec dana nakon dana podnošenja navedene obavijesti.
15. Pružatelj usluga ima pravo raskinuti Ugovor sklopljen na neodređeno vrijeme, ne navodeći razloge, unaprijed - na kraju Obračunskog razdoblja. Ugovor će se smatrati raskinutim neposredno nakon Obračunskog razdoblja u kojem je Pružatelj usluga Korisniku dostavio obavijest o raskidu. Obavijest Pružatelja usluga o raskidu bit će poslana na e-mail adresu Korisnika.
16. U slučaju raskida Ugovora, Korisnik će imati pristup kupljenim Uslugama do kraja Obračunskog razdoblja za koje je izvršena posljednja uplata. Korisnik neće imati pravo na povrat uplate - u bilo kojem dijelu - za gore navedeno Obračunsko razdoblje.
17. Davatelj usluga ima pravo uskratiti Usluge ili odmah raskinuti Ugovor, u slučaju:
 - a. kršenja odredbi Uvjeta, i ostalih relevantnih pravila, od strane Korisnika,
 - b. objavljivanje sadržaja na Stranici od strane Korisnika, koji nije u skladu s relevantnom legislativom,

- c. korištenje Usluge od strane Korisnika u svrhe koje nisu one za koje je bila namijenjena, posebno u komercijalne svrhe ili prijenos komercijalnih informacija,
- d. kašnjenje u isplati naknade za Usluge dulje od 10 dana iz razloga koji se mogu pripisati Korisniku.

§ 5 Plaćanja

1. Primatelj usluge dužan je platiti Usluge u iznosu i uvjetima navedenim na Stranici koji su bili dostupni i učinjeni poznatima Primatelju usluge radi prihvaćanja prije plaćanja.
2. Ako je Pružatelj usluga po zakonu dužan Korisniku dostaviti račun ili drugi dokaz o plaćanju, prihvaćanjem ovih Uvjeta, Korisnik pristaje na dostavu/zaprimanje elektroničkog računa (fakture) u smislu članka 63. Općeg poreznog zakona (Narodne novine br. 115/16, 106/18, 121/19, 32/20, 42/20, 114/22) ili drugog dokumenta u elektroničkom obliku. Fakture su dostupne na Korisnikovom računu.
3. U slučaju Ugovora na neodređeno vrijeme, uplate koje Pružatelju usluga dospijevaju od Korisnika se naplaćuju unaprijed, periodički i automatski na početku određenog Obračunskog razdoblja. Kako bi se osigurao kontinuitet pružanja Usluge, sustav će pokušati obaviti naplatu za sljedeći mjesec 2 dana prije početka sljedećeg Obračunskog razdoblja, a zatim (ako je prethodni pokušaj bio neuspješan) 1 dan prije početka sljedećeg Obračunskog razdoblja, na dan početka sljedećeg obračunskog razdoblja, petog dana nakon početka Obračunskog razdoblja i 10 dana nakon početka Obračunskog razdoblja.
4. Plaćanja se vrše terećenjem sredstava plaćanja koje Korisnik koristi i koje je naveo na svom Računu, u iznosu koji odgovara dospjelom iznosu za određeno Obračunsko razdoblje. Naplata se obavlja na temelju podataka koje je dao Korisnik o sredstvima plaćanja koja se koriste u tu svrhu (npr. kreditna kartica).
5. U slučaju da se naplata za sljedeće Obračunsko razdoblje izvrši prije početka Obračunskog razdoblja za koje je obavljena, a nakon naplate Ugovor se učinkovito raskine s učinkom od kraja prethodnog Obračunskog razdoblja, naplaćeno se vraća Korisniku.

§ 6 Prava i obveze Pružatelja usluga i Korisnika

1. Pružatelj usluga pristaje pružati Usluge kontinuirano i neprekidno, sukladno ovim Uvjetima.
2. Pružatelj usluga ima pravo:

- a. Privremeno ukinuti Usluge zbog održavanja ili izmjene Stranice. U tom slučaju Pružatelj usluga obavješćuje Korisnike na Stranici o prekidu pružanja usluga;
 - b. slati tehničke poruke vezane uz rad Usluga na elektroničke adrese koje su naveli primatelji;
 - c. blokirati pristup sredstvima Korisnika koji čiji je sadržaj u suprotnosti sa zakonom ili moralom,
 - d. prekinuti pružanje usluga Korisniku ako Korisnik krši Uvjete, ili ako, bez kršenja Uvjeta, radnje Korisnika uzrokuju ili barem doprinose neispravnosti sredstava Pružatelja usluga ili računalnih mreža trećih strana, a uzroci takvog stanja ne mogu se otkloniti bez ukidanja usluga Korisniku,
 - e. uskratiti pružanje Usluga Korisniku koji kasni s isplatom naknade koja se isplaćuje Pružatelju usluga za korištenje Usluga, sve dok naknada ne bude isplaćena u cijelosti.
3. Korisniku je zabranjeno da Usluge učini dostupnima trećim osobama, osim osobama koje žive u istom kućanstvu s Korisnikom.
 4. Sadržaji dostupni u Usluzi podliježu zaštiti autorskih prava pod uvjetima Zakona o autorskom pravu i srodnim pravima (Narodne novine br. 111/21) i ostaloj relevantnoj legislativi.
 5. Nije dozvoljeno kopiranje, reproduciranje, dupliciranje, distribuiranje, te učiniti dostupnim ili mijenjati sadržaj dostupan na Stranici, u cijelosti ili djelomično, osim ako u zasebnim uvjetima objavljenim na Stranici nije drugačije navedeno.
 6. Korisniku je zabranjeno pružati nezakoniti sadržaj, koristiti Usluge na način koji je u suprotnosti sa svrhom, zakonom, moralom, pravilima društvenog ponašanja ili kršenjem osobnih prava i prava trećih osoba. Naročito, sljedeće je zabranjeno:
 - a. radnje koje mogu omesti ili onemogućiti funkcioniranje Usluga;
 - b. aktivnosti koje mogu dovesti Stranicu ili Pružatelja usluga na loš glas;
 - c. kršenje autorskih prava, prava industrijskog vlasništva ili osobnih prava trećih strana;
 - d. pružanje nezakonitog sadržaja, suprotnog dobrom moralu, uvredljivog, obmanjujućeg ili koji predstavlja trgovinsku, državnu ili službenu tajnu;
 - e. kršenje privatnosti drugih Korisnika, posebno slanjem neželjenih marketinških informacija te nezakonitim prikupljanjem i obradom osobnih podataka.
 7. Pristup erotskom sadržaju na kanalima na kojima takav sadržaj čini većinu emitiranja, koja se nalaze na Stranici, prema zadanim je postavkama blokirana od strane Pružatelja usluga korištenjem roditeljske brave u obliku PIN koda. Kupac može postaviti PIN kôd u fazi registracije računa ili kasnije, u postavkama računa. Navedeni sadržaj namijenjen je

punoljetnim osobama (osobama starijim od 18 godina). Sadržaj koriste na vlastitu odgovornost.

§ 7 Odgovornost stranaka

1. Pružatelj usluga i Korisnik dužni su nadoknaditi štetu koju je druga strana pretrpjela kao rezultat neizvršavanja ili nepravilnog izvršavanja svojih obveza prema Uvjetima i općenito primjenjivoj legislativi. Obveza Pružatelja usluga da naknadi štetu ne uključuje izmaklu dobit ili nematerijalnu štetu Korisnika.

§ 8 Uvjeti za pružanje Usluga od strane Pružatelja usluga

1. Tehnički zahtjevi potrebni za rad s IKCT sustavom pružatelja usluga su sljedeći:
 - a. povezivanje na Internet s pojasnom širinom ne manjom od 4 Mb/s;
 - b. korištenje internetskog preglednika ili uređaja navedenog na internetskoj stranici:
www.televio.hr/podrzani-uredaji
 - c. posjedovanje valjane elektroničke adrese.
2. Pružatelj usluga ovime navodi da:
 - a. kvaliteta pruženih Usluga ovisi, između ostalog, o brzini pristupa internetu koji Korisnik ima i karakteristikama uređaja koji se koristi za primanje Usluga,
 - b. postavke antivirusnog programa, firewalla i p2p softvera mogu ograničiti ili spriječiti upotrebu Usluga.
3. Pružatelj usluga naglašava da korištenje Usluga može uključivati određene rizike. Informacije o mogućim rizicima povezanim s korištenjem Usluga, kao i tehničke mjere dostupne Korisnicima kako bi se ti rizici sveli na najmanju moguću mjeru, odmah će se poslati na elektroničku adresu Korisnika na njegov zahtjev.
4. U skladu s odredbama od § 9, Pružatelj usluge počinje pružati Usluge koje je Korisnik odabrao najkasnije 24 sata nakon kreiranja Računa i uplate za prvo Obračunsko razdoblje, osim:
 - a. ako je Račun kreiran na državni praznik - usluge se pružaju najkasnije do kraja prvog sljedećeg radnog dana,
 - b. ako je određeno da pružanje odabranih Usluga može započeti samo u određeno vrijeme (npr. početak prikazivanja utakmice zakazane za određeni dan i vrijeme).
5. Pristup i korištenje Usluga obuhvaćenih Ugovorom može biti ometano ili onemogućeno u slučaju kvara opreme ili IT infrastrukture, više sile, elementarne nepogode i slično a do čega je došlo iz razloga koji su izvan kontrole Pružatelja usluga i koje Pružatelj usluga

nije mogao spriječiti. U tom slučaju Pružatelj usluga ulaže sve napore kako bi u najkraćem mogućem roku vratio mogućnost neometanog korištenja Usluga.

6. Pristup Uslugama obuhvaćenima Ugovorom i njihovo korištenje može biti ometano ili onemogućeno u vezi s periodično planiranim održavanjem IT sustava i infrastrukture. Navedene aktivnosti potrebne su za održavanje adekvatne kvalitete Usluga, kratkog su trajanja i obično se provode tijekom noćnih sati, kako bi se smanjile neugodnosti povezane s njima.

§ 9 Jednostrani raskid Ugovora

1. Korisnik može u roku od 14 dana raskinuti Ugovor bez navođenja bilo kakvog razloga i bez ikakvih troškova, osim troškova određenih Zakonom o zaštiti potrošača (Narodne novine br. 19/2022), ako je takvih troškova bilo.
2. U slučaju sklapanja Ugovora, razdoblje za odustajanje od ugovora iz stavka 1. istječe nakon 14 dana od dana njegova sklapanja.
3. Kako bi ostvario pravo raskida navedeno u ovom članku Ugovora, Korisnik mora nedvosmislenom izjavom obavijestiti Pružatelja usluga o svojoj odluci o raskidu Ugovora. Izjava o povlačenju/raskidu može se dati na obrascu, čiji je uzorak priložen kao Prilog 1 Uvjetima, ali korištenje obrasca nije obvezno.
4. Kako bi ostvario svoje pravo na jednostrani raskid Ugovora prema Zakonu o zaštiti potrošača, dovoljno je da Kupac pošalje informacije o ostvarivanju svog prava prije isteka roka na e-mail adresu Pružatelja usluga navedenu u Uvjetima, info@televio.hr .
5. Pravo jednostranog raskida Ugovora sklopljenog izvan poslovnih prostora ili na daljinu nije dodijeljeno Korisniku u odnosu na ugovore iz članka 86. Zakona o zaštiti potrošača, uključujući posebno (ali ne isključivo) ugovore:
 - a. za pružanje usluga ako je Pružatelj usluga u cijelosti izvršio uslugu uz izričitu suglasnost potrošača kojeg je Pružatelj prije obavljanja usluge obavijestio da će izgubiti pravo na jednostrani raskid nakon što pruži uslugu;
 - b. za isporuku digitalnog sadržaja koji se ne bilježi na materijalnom mediju ako je izvedba započela uz izričitu suglasnost Korisnika prije isteka razdoblja za jednostrani raskid i nakon što je Pružatelj usluge obavijestio Korisnika o gubitku prava na jednostrani raskid.
6. Pružatelj usluga započinje s izvršavanjem Usluga u roku iz točke 8.4., pod uvjetom da Korisnik daje izričitu izjavu - označavanjem odgovarajuće opcije u aktivnom prozoru - zahtijevajući početak obavljanja Usluga ili isporuku digitalnog sadržaja prije isteka 14-dnevnog razdoblja za jednostrani raskid Ugovora na daljinu.

7. U slučaju jednostranog raskida Ugovora nakon što je Korisnik dao izjavu iz stavka 6. ovog članka, Korisnik je dužan platiti pružene usluge do odustanka.

§ 10 Postupak reklamacije/prigovora

1. Korisnici mogu podnijeti prigovore vezane uz Stranicu i Usluge slanjem prigovora putem e-maila na e-mail adresu: podrska@televio.hr ili u pisanom obliku na registriranu adresu sjedišta Pružatelja usluga.
2. U obavijesti o prigovoru mora se navesti predmet prigovora, posebno opisati Uslugu na koju se prigovor odnosi, kao i okolnosti koje opravdavaju prigovor i pružiti podatke koji omogućuju kontakt s Korisnikom (npr. adresa za korespondenciju, kontakt telefonski broj ili adresa e-pošte). Pružatelj usluga može zatražiti od Korisnika da pruži dodatne informacije potrebne za pravilno razmatranje prigovora.
3. Primitak prigovora potvrđuje Korisniku Pružatelj usluga bez odgađanja.
4. Pružatelj usluga samostalno razmatra sve prigovore.
5. Pružatelj usluga nastojat će odmah riješiti prigovore, ali u svakom slučaju najkasnije u roku od 15 dana od dana primitka.
6. Pružatelj usluga obavješćuje Korisnika o prihvaćanju ili odbijanju prigovora odmah nakon razmatranja i daje odgovarajuća objašnjenja.

§ 11 Izvansudski načini rješavanja pritužbi i ostvarivanja zahtjeva

1. Korisnik ima pravo koristiti izvansudske načine rješavanja pritužbi i potraživanja. To uključuje:
 - a. mirenje - koje provode nadležna tijela. Postupak mirenja je besplatan - osim mogućih troškova stručnjaka. Mirenje je dobrovoljno, odnosno obje stranke Ugovora moraju pristati na to;
 - b. Udruge za zaštitu potrošača - njihove zadaće posebno uključuju pružanje besplatnih savjeta potrošača i pravnih informacija o zaštiti interesa potrošača;
 - c. ODR platforma - pristupna točka za potrošače i trgovce za izvansudsko rješavanje potrošačkih sporova u vezi s internetskim transakcijama, koja se nalazi na sljedećoj internetskoj adresi: [Online Dispute Resolution | European Commission](#)
2. Detaljne informacije o rješavanju potrošačkih sporova i mogućnosti korištenja izvansudskih postupaka od strane Korisnika-Potrošača za rješavanje pritužbi, podnošenje zahtjeva i pravila pristupa tim postupcima dostupne su u uredima i na internetskim stranicama nadležnih tijela i udruga.

§ 12 Zaštita osobnih podataka

1. Detaljna pravila za obradu osobnih podataka Korisnika koji su fizičke osobe navedena su u Pravilima privatnosti koja su dostupna na Stranici. .
2. Pružatelj usluga obavještava da Korisnik unosi podatke, koji nisu dio sadržaja Usluge, u računalni sustav koji koristi Pružatelj usluga i koji su detaljno opisani u Popisu kolačića priloženom Pravilima privatnosti.

§ 13 Konačne odredbe

1. Uvjeti i Pravilnik stupaju na snagu 1.12.2022.
2. Pružatelj usluga ima pravo izmijeniti ove Uvjete. Pružatelj usluga dužan je obavijestiti Korisnika o planiranoj promjeni ovih Uvjeta putem poruke poslana na e-mail adresu navedenu prilikom izrade Računa i/ili slanjem obavijesti Korisniku na Račun i/ili objavljivanjem nove verzije Uvjeta na Stranici najmanje 30 dana prije izmjene. Svaka promjena Uvjeta primjenjivat će se i na Ugovore koji su već na snazi, podložno odredbama stavka 4. u nastavku.
3. U mjeri u kojoj je to dopušteno zakonom, Pružatelj usluga zadržava pravo na:
 - a. promjene u programskoj ponudi, međutim, tijekom plaćenog Obračunskog razdoblja to mogu biti samo promjene koje povećavaju vrijednost pružene Usluge,
 - b. (bez prethodne najave) obustaviti pružanje svih ili nekih usluga u slučaju više sile ili drugih okolnosti izvan kontrole Pružatelja usluga,
4. Pružatelj usluga ima pravo promijeniti programsku ponudu i uložiti će sve napore kako bi Vas unaprijed informirao o tome. Pružatelj usluga također ima pravo izmjene cijene Usluga, ali je dužan obavijestiti Korisnike i dati obavijest o takvoj promjeni cijene 30 dana prije uvođenja takve promjene cijene, Korisnicima koji već koriste predmetne usluge. Ukoliko Korisnik izričito ne zatraži raskid Ugovora zbog promjene cijena, u roku od 30 dana od dana primitka obavijesti, smatrat će se da je prihvatio promjenu cijenu i takva izmjena će se primijeniti na Korisnika.
5. Svaka promjena Uvjeta ili ponude Programa primjenjivat će se na Ugovore koji su već na snazi, pod uvjetom da Korisnik - nakon što bude obaviješten o izmijenjenim Uvjetima - ne raskine Ugovor tijekom tekućeg ili neposredno nakon važećeg Obračunskog razdoblja.
6. Ovi Uvjeti pružanja Usluga i ugovori o pružanju Usluga uređeni su hrvatskim i europskim odredbama.
7. Davatelj usluga i Korisnik uložiti će sve napore kako bi sporazumno riješili sve sporove koji proizlaze iz ovih Uvjeta. Ako se takvo rješenje ne može postići, svi sporovi koji

proizlaze između pružatelja usluga i korisnika prema ovim Uvjetima bit će upućeni nadležnom sudu.

8. Sva pitanja koja ovdje nisu regulirana bit će uređena odredbama Zakona o obveznim odnosima, Zakona o autorskom pravu i srodnim pravima, kao i drugih opće primjenjivih odredbi hrvatskog i europskog prava.

PRILOG 1.

OBRAZAC ZA JEDNOSTRANI RASKID UGOVORA

(ovaj obrazac mora biti ispunjen i vraćen samo ako želite jednostrano raskinuti Ugovor
sukladno Zakonu o zaštiti potrošača)

ModernTV EUROPE s.r.o.
U Vodárny 2965/2
616 00, Brno - Královo Pole
Češka Republika
E-MAIL: podrska@televio.hr

Ovime dajem obavijest da se povlačim iz svog Ugovora o pružanju sljedećih usluga:

Datum Ugovora:

Ime:

Adresa:

Datum:

Potpis:

TERMS AND CONDITIONS

Televio Hrvatska

§ 1 Definitions

Terms used in these Terms of Service have the following meanings:

1. **Service Provider** - ModernTV Europe s.r.o. with its registered office at: U Vodárny 2965/2, Brno - Královo Pole, Czech Republic, registered with the Regional Court in Brno under the registration number: C 124370, IČ (OIB): 11705809, email: info@televio.hr;
2. **Customer** - a natural person of full legal capacity who uses the services, of the age of 18 or older and with actual and stable residence in the Republic of Croatia, who uses the services provided by the Service Provider for purposes not directly related to the business or professional activity of the Customer;
3. **Service** - Televio Hrvatska, accessible on the website: www.televio.hr or Televio apps;
4. **Account** - a set of resources and rights within the Site assigned to a particular Customer, having a unique name (login) and password;
5. **Services** - all services provided by the Service Provider to the Customers under these Terms and Conditions. The provision of Services by the Service Provider consists in providing the Customer with paid media services in the form of real-time or on-demand transmission via the Internet. A detailed list and description of Services available on the Site is set out on the Site and is presented to the Customer for approval before concluding the Service Agreement.
6. **Electronic address** - designation of an ICT system enabling communication by means of electronic communication, in particular electronic mail;
7. **Commercial information** - any information intended directly or indirectly to promote the goods, services or image of the entrepreneur or practitioner, whose right to practice the profession is subject to compliance with the requirements set forth in separate acts, excluding information enabling communication by means of electronic communication with a specific person, as well as information about goods and services not serving to achieve the commercial effect desired by the entity which orders its dissemination, in particular without remuneration or other benefits from producers, sellers and service providers;

8. **Provision of services by electronic means** - performance of a service provided without the simultaneous presence of the parties (at a distance), through the transmission of data at the individual request of the recipient, sent and received by means of equipment for electronic processing, including digital compression, and storage of data, which is entirely transmitted, received or transmitted via a telecommunications network within the meaning of the relevant European and national legislation;
9. **Information and communication system** - a set of cooperating IT devices and software, ensuring processing and storing, as well as sending and receiving data via telecommunication networks by means of a telecommunication terminal appropriate for the given type of network, within the meaning of the relevant European and national legislation;
10. **Means of electronic communication** - technical solutions, including ICT devices and software tools cooperating with them, enabling individual communication at a distance using data transmission between ICT systems, and in particular electronic mail;
11. **Terms and Conditions** - these rules and regulations for the provision of services.
12. **Settlement Period** - a specified period of time (e.g. 30 days), covered by the Agreement concluded for an indefinite period of time, during which the Customer has access to specific Services and is obliged to pay the price;
13. **Agreement** - the agreement concluded remotely by electronic means between the Service Provider and the Customer, the purpose of which is for the Service Provider to provide certain Services for the benefit of the Customer;
14. **Website** - means all other terms, conditions and documentation available on Service Provider's website which prescribes rights and obligations with respect to Customer's conduct directed towards the Service Provider, usage of any of its services and website in any manner.
15. **Member State of Residence** - Customer's actual and stable residence in the Republic of Croatia.

§ 2 General provisions

1. These Terms and Conditions set out the rights and obligations of the Service Provider and the Customers relating to the provision of Services.
2. The Regulations constitute the rules of electronic provision of services within the meaning of relevant European and national legislation on electronic provision of services and specifies in particular:

- 1) types and scope of services provided electronically by the Service Provider,
 - 2) the terms and conditions for the provision of services by electronic means, including the technical requirements necessary for the cooperation with the IT System used by the Service Provider,
 - 3) terms of conclusion and termination of agreements for the provision of services by electronic means,
 - 4) the rights and obligations of the Service Provider and the Customers relating to the provision of the Services,
 - 5) the rules for excluding the Service Provider's liability for providing the Services,
 - 6) complaint procedure.
3. The Service Provider provides services by electronic means in accordance with the Regulations.
 4. The Service Provider shall make the Terms and Conditions available to the Customer free of charge prior to the conclusion of the Agreement, including in a manner which allows the Customer to acquire, reproduce and record the content of the Terms and Conditions by means of the information and communication system used by the Customer.
 5. The Service Provider ensures that the current Terms and Conditions are available on the Site. The Customer is in particular entitled to download the current content of the Terms and Conditions from the Site at any time, save it to any memory carrier and print it.
 6. The Customer is not bound by those provisions of the Terms and Conditions which have not been published or made available to him.
 7. The Customer is obliged to comply with the provisions of the Terms and Conditions from the moment he/she confirms they have read the terms and agreed to them.
 8. The Customer acknowledges and accepts the Service Provider, may at any point, decide to launch a new service or marketing activity under the Televio brand, and all such novelties will be regulated with specific Terms and Conditions which will be concluded by the Customer on a separate confirmation process. However, the provisions stated in this document shall also apply to such new service or marketing activities unless explicitly excluded by the separate terms and conditions.

§ 3 Account

1. In order to use the Services, the Customer must have an Account on the Site.
2. In order to create an Account, the Customer is obliged to correctly and truthfully fill in the registration form available on the Site.
3. The completion of the registration form by the Customer is tantamount to confirmation that:
 - 1) the data provided therein are complete and factually correct,
 - 2) the Customer is entitled to conclude an Agreement for the provision of Services, in particular has full legal capacity,
 - 3) the Customer has read the Terms and Conditions and agrees to comply with them, in particular to pay for the Services by the due date and under the conditions provided for in the Terms and Conditions and the Website,
 - 4) the Customer has read the Privacy Policy and accepts its provisions,
 - 5) the Customer has agreed to the commencement of services before the end of the 14-day withdrawal period,
 - 6) the Customer has agreed to the delivery of the invoice details to the adequate section in user settings.
4. Additionally, during the registration process, the Customer may:
 - 1) agree to receive marketing materials from the Service Provider.
5. Upon receipt of a properly completed registration form and after the selection of at least one of the available Services, the Service Provider shall create for the Customer within the Site a unique Account with a name selected by the Customer.
6. By providing an account name on the Site, the Customer agrees that such name does not infringe the rights of any third party. The choice of an account name is the sole responsibility of the recipient.
7. The Service Provider may refuse to create an Account with a name chosen by the Customer if the name is already used on the Site by another Customer, is illegal, immoral or infringes the personal rights of third parties.
8. The Customer shall not disclose the login or password to the Account to any third party and shall be solely liable for any damage caused as a result of their disclosure or inadequate protection against access by third parties by the Customer.
9. An account may be deleted on the basis of the Customer's instructions.

§ 4 Agreement for the provision of Services

1. The Customer may enter into the Agreement only for private purposes, in no way related to his/her business or professional activity.
2. The Agreement is concluded upon confirmation of Account creation by the Service Provider.
3. In addition to these Terms and Conditions, the content of the Agreement is determined by:
 - a. the terms and conditions stated during the purchase process (such as the package of Services selected by the Customer, the price for providing them and the period of access to the Services),
 - b. the content of the statements (including consents) made by the Customer during the purchase process (e.g. consent for immediate commencement of the Service),
 - c. in certain cases, provisions contained in other documents (e.g. terms and conditions of a given promotion), each time made available to the Customer during the purchase process.
4. The Customer may use the Services provided:
 - a. that he/she agrees to cyclically place orders with selected parameters and cyclically charge a payment card or other payment method allowing a cyclic payment of the amount of remuneration due and to remember the payment card on the payment gateway side,
 - b. positive verification by the Payment Operator of payment by the Customer for a given Service.
5. The Service Provider shall confirm the conclusion of the Agreement by sending a message to the Customer's email address provided during Account registration/message made available in the Customer's Account. In the same way, the Service Provider shall confirm the Customer's consent to start performing the Services before the expiry of the withdrawal period and, in the case of agreements concluded for an indefinite period of time, the confirmation of the Customer's consent to charge his/her payment card periodically.
6. Separate rules may apply to individual Services and promotions, each available to the Customer on the Site during their term. Before using a Service covered by a separate regulation, the Customer confirms that he/she has read and accepts that regulation.
7. Under the Agreement (that was concluded in accordance with paragraph 5 above), the Customer is entitled to choose the (additional) individual Services and the period of time

for which he uses them, to the extent consistent with the Service Provider's current offer. The Service Provider confirms the receipt of a Service order by an automatically generated message sent to the Customer's electronic address provided when creating the Account/message made available in the Customer's Account.

8. The Service Recipient may use the Services in the Republic of Croatia and, to the extent arising from the Regulation (EU) 2017/1128 of the European Parliament and of the Council of 14 June 2017 on the cross-border portability of online content services in the internal market (hereinafter: the Regulation), also in the territory of the Member States of the European Union. Access to the Website or individual Services outside the Republic of Croatia may be wholly or partially restricted in accordance with the provisions of the Regulation and these Terms and Conditions.
9. The Service Provider has the right to verify that the Customer's Member State of Residence is the Republic of Croatia, in accordance with the Portability Regulation and Data Protection Legislation. If the Service Provider has reasonable doubts concerning a Customer's Member State of Residence it shall be entitled to repeat the verification by the means permitted under the Portability Regulation. In the event that Customer is found to be in breach of this clause, Service Provider reserves the right to terminate the provision of the Services with immediate effect.
10. The Customer may use the Services on a limited number of devices. The current limits on the number of devices on which the Customer may use the Services and the permissible frequency of their change are indicated on the Site.
11. It is recommended that the Customer uses a single web browser when using the Services on a particular device. If the Customer uses the Services on different browsers, each browser may be treated as a separate device and thus reduce the limit referred to in paragraph 10.
12. The Agreement for the provision of Services is concluded for an indefinite period of time, unless the parties have agreed otherwise.
13. If the Agreement is concluded for an indefinite period of time, the Customer obtains uninterrupted access to the Services of his/her choice. Access to the Services is subject to payment of the fees due for them, unless the provisions of the Terms and Conditions or other arrangements between the parties result in the absence of the obligation to pay (e.g. in the case of selected promotional services).
14. The Customer, who has concluded the Agreement for an indefinite period of time, may at any time, without giving any reason, submit a notice of termination to the Service Provider by sending the notice to the electronic address podrska@televio.hr. If the Customer has not purchased the Services on the date of submitting the notice of

termination, the Agreement shall be terminated one month after the date of submission of the aforementioned notice.

15. The Service Provider is entitled to terminate the Agreement concluded for an indefinite period of time, without giving reasons, in advance, at the end of the Settlement Period immediately following the Settlement Period in which the Service Provider provided the Customer with a notice of termination. The Service Provider's notice of termination shall be sent to the Customer's email address.
16. In case of termination of the Agreement, the Customer shall have access to the purchased Services until the end of the Settlement Period for which the last payment was made. The Customer shall not be entitled to any refund of the payment - in any part - for the aforementioned Settlement Period.
17. The Service Provider has the right to withhold the Services or terminate the Agreement immediately, in the event:
 - a. violation by the Customer of material provisions of the Terms and Conditions,
 - b. the posting by the Customer on the Site of content that is inconsistent with applicable law,
 - c. the use of the Service by the Customer for purposes other than those for which it was intended, in particular for commercial purposes or the transmission by the Customer of unsolicited commercial information,
 - d. delay in payment of remuneration for the Services exceeding 10 days for reasons attributable to the Customer.

§ 5 Payments

1. The Service Recipient is required to pay for the Services in the amount and on the terms and conditions detailed on the Site and presented to the Service Recipient for acceptance prior to payment.
2. If the Service Provider is required by law to provide the Customer with an invoice, bill or other proof of payment, by accepting these Terms and Conditions, the Customer agrees to receive electronic invoices within the meaning of 63 of General Income Tax (Official Gazzete no. 115/16, 106/18, 121/19, 32/20, 42/20, 114/22) or other types of receipts in electronic form. Invoices are available in the Customer's Account.
3. In the case of an Agreement for an indefinite period of time, the payments due to the Service Provider from the Customer are collected in advance, cyclically and automatically at the beginning of a given Settlement Period. In order to ensure continuity of Service provision, the Customer's system shall make the first attempt to collect payment for the next month 2 days before the start of the next Settlement Period and then (if the previous

attempt was unsuccessful) 1 day before the start of the next Settlement Period, on the day of the start of the next Settlement Period, on the fifth day after the start of the Settlement Period and on the 10th day after the start of the Settlement Period.

4. Payments are made by debiting the means of payment used by the Customer in the amount corresponding to the amount due for a given Settlement Period. Payments are collected on the basis of the data provided by the Customer on the means of payment used for this purpose (e.g. credit card).
5. In the event that the payment for the next Settlement Period is collected before the start of the next Settlement Period for which it is due and, after collection of the payment, the Agreement is effectively terminated with effect from the end of the previous Settlement Period, the collected payment shall be returned to the Service Recipient.

§ 6 Rights and obligations of the Service Provider and the Customer

1. Service Provider agrees to provide the Services on a continuous and uninterrupted basis, subject to the following.
2. Service Provider shall have the right to:
 - a. Temporary discontinuation of Services due to maintenance or modification of the Site. In such a case, the Service Provider shall inform the Customers on the Site pages with a due notice of the interruption in the provision of Services;
 - b. send technical messages related to the operation of the Services to electronic addresses indicated by the recipients;
 - c. block access to the resources of the Service Recipients containing content contrary to the law or morality,
 - d. to discontinue the provision of services to the Customer if the Customer is in breach of the Terms and Conditions, or if, without violating the Terms and Conditions, the Customer's actions cause or even contribute to the malfunction of the Service Provider's resources or third-party computer networks, and the reasons for this state of affairs cannot be remedied without termination of the Customer's services,
 - e. withhold the provision of Services to the Customer who is in delay with the payment of remuneration due to the Service Provider for the use of the Services, until the remuneration is paid in full.
3. It is forbidden for the Customer to make the Services available to third parties, except for persons remaining in one household with the Customer.

4. The contents made available in the Service are subject to copyright protection under the terms of the Act on Copyright and Related Rights (Official Gazette no. 111/21) and other applicable legislation.
5. The Customer may not copy, reproduce, duplicate, distribute, make available or modify the content available on the Website, in whole or in part, unless otherwise stated in the specific terms and conditions posted on the Website.
6. It is forbidden for the Customer to provide unlawful content, to use the Services in a manner contrary to their purpose, the law, morality, rules of social conduct or violating the personal rights and rights of third parties. In particular, the following are prohibited:
 - a. actions that may hinder or disrupt the operation of the Service;
 - b. activities that may bring the Site or the Service Provider into disrepute;
 - c. infringing copyright, industrial property rights or personal rights of third parties;
 - d. providing content that is unlawful, contrary to good morals, offensive, misleading or constituting a trade, state or official secret;
 - e. violating the privacy of other Service Recipients, in particular by sending unsolicited commercial information and illegal acquisition and processing of personal data.
7. Access to erotic content on channels where such content constitutes the majority of the broadcasts, which are placed on the Site, is blocked by default by the Service Provider through the use of parental lock in the form of PIN code. The Customer may set the PIN code at the stage of Account registration or later, in the Account settings. The aforementioned content is intended for adults (persons 18 years of age or older). They use the content at their own risk and responsibility.

§ 7 Responsibility of the Parties

1. The Service Provider and the Customer are liable to compensate for any damage suffered by the other party as a result of their failure to perform or improper performance of their obligations under the Terms and Conditions under the terms of the Terms and Conditions and generally applicable laws. The Service Provider's obligation to repair the damage does not include the Customer's lost benefits.

§ 8 Conditions for providing Services by the Service Provider

1. The technical requirements necessary to work with the Service Provider's ICT System are as follows:
 - a. connection to the Internet with a bandwidth of not less than 4Mb/s;

- b. use of the web browser or device listed on the website:
www.televio.hr/podrzani-uredaji;
 - c. having an Electronic Address.
- 2. The Service Provider informs that:
 - a. The quality of the Services provided depends, among other things, on the speed of Internet access used by the Customer and the characteristics of the device used to receive the Services,
 - b. antivirus, firewall and p2p software settings may restrict or inhibit the use of the Services.
- 3. The Service Provider reserves that using the Services may involve risks. Information about possible risks associated with the use of the Services, as well as technical measures available to the Service Recipients to minimize those risks will be sent immediately to the Service Recipient's electronic address upon request.
- 4. Subject to the provisions of § 9, the Service Provider shall begin to provide the Services selected by the Customer no later than 24 hours after the Account is created and the payment for the first Settlement Period is credited, except:
 - a. If an Account is created on a public holiday - then the Services shall be provided by the end of the first following business day at the latest,
 - b. provision of the selected Services , may only commence at a specific time (e.g. commencement of playback of a match scheduled for a specific day and time).
- 5. Access to and use of the Services covered by the Agreement may be impaired or impossible in the event of failure of the environment or IT infrastructure, which occurred for reasons beyond the Service Provider's control and which the Service Provider could not prevent. In such a case, the Service Provider shall make every effort to restore the possibility of undisturbed use of the Services in the shortest possible time.
- 6. Access to and use of the Services covered by the Agreement may be difficult or impossible in connection with periodically scheduled maintenance of the IT environment and infrastructure. The aforementioned activities are necessary to maintain adequate quality of the Services, are of short duration and are usually carried out during night hours, so as to minimize the inconvenience connected with them.

§ 9 Withdrawal from the Agreement

- 1. The Customer may, within 14 days, withdraw from the Agreement without giving any reason and without incurring any costs, except for the costs specified by Croatian Consumer Protection Act (Official Gazette no. 19/2022) if any such costs in fact occurred.

2. In the case of an Agreement for the provision of Services, the period for withdrawal from the Agreement referred to in paragraph 1 shall expire after 14 days from the date of its conclusion.
3. In order to exercise the right of withdrawal from the Agreement, the Customer must inform the Service Provider of his/her decision to withdraw from the Agreement by an unequivocal statement. The declaration of withdrawal may be made on the form, the specimen of which is attached as Attachment No 1 to the Terms and Conditions, but it is not obligatory.
4. In order to comply with the withdrawal period, it is sufficient for the Customer to send information concerning the exercise of his/her right of withdrawal before the expiry of the withdrawal period to the email address of the Service Provider indicated in the Terms and Conditions, i.e. info@televio.hr .
5. The right of withdrawal from an Agreement concluded off-premises or at a distance is not granted to the Customer with respect to Agreements referred to in Article 86 of the Croatian Consumer Protection Act, including in particular Agreements (but not only):
 - a. for the provision of services where the trader has performed a service in full with the express consent of the customer who has been informed before the performance of the service by the trader that he will lose his right of withdrawal after the trader has provided the service;
 - b. for the supply of digital content which is not recorded on a tangible medium where the performance has begun with the customer's express consent before the end of the period for withdrawal and after the trader has informed the customer of the loss of the right of withdrawal.
6. The Service Provider shall commence the performance of the Services within the timeframe referred to in § 8.4, provided that the Customer makes an express declaration - by ticking the appropriate option in the active form - requesting the commencement of the performance of the Services or the delivery of the digital content before the expiry of the 14-day period for withdrawal from the distance Agreement.
7. In the case of withdrawal from an agreement for the provision of Services after the Service Recipient - Customer has made the declaration referred to in paragraph 6, the Service Recipient - Customer is obliged to pay for the services provided until the withdrawal.

§ 10 Complaint procedure

1. Service Recipients may file complaints regarding the Site and Services by sending complaints by email to the email address: podrska@televio.hr or in writing to the Service Provider's registered address.
2. In the notification of a complaint, the subject of the complaint must be indicated, in particular describe the Service to which the complaint relates, as well as the circumstances justifying the complaint and provide data enabling contact with the Service Provider (e.g. login, correspondence address, contact telephone number or email address). The Service Provider may ask the Customer to provide additional information necessary for the proper consideration of the complaint.
3. Receipt of the complaint is confirmed to the Customer by the Service Provider without delay.
4. Complaints are considered by the Service Provider.
5. The Service Provider will endeavor to deal with complaints promptly, but in any case no later than within 15 days of receipt.
6. The Service Provider shall notify the Customer of the acceptance or refusal of the complaint immediately after its consideration, giving appropriate explanations.

§ 11 Out-of-court ways of dealing with complaints and pursuing claims

1. The Customer has the right to use the out-of-court ways of handling complaints and claims. These include:
 - a. mediation - conducted by competent authorities. Mediation proceedings are free of charge - except for possible costs of experts. Mediation is voluntary, i.e. both parties to a Agreement must agree to it;
 - b. Consumer protection associations - Their tasks include in particular the provision of free consumer advice and legal information on consumer interests protection;
 - c. ODR platform - an access point for consumers and traders for out-of-court settlement of consumer disputes concerning internet transactions, located at the following Internet address: [Online Dispute Resolution | European Commission](#)
2. Detailed information on the settlement of consumer disputes and the possibility of using out-of-court procedures by the Customer for handling complaints, pursuing claims and the rules of access to these procedures are available in the offices and on the websites of competent authorities and associations.

§ 12 Protection of personal data

1. Detailed rules for the processing of personal data of Customers who are natural persons are set out in the Privacy Policy available on the Website.
2. The Service Provider informs that the Customer enters data, which are not part of the content of the Service, into the computer system used by the Service Provider and which are detailed in the Cookie List attached to the Privacy Policy.

§ 13 Final provisions

1. The Regulations shall enter into force on 1.12.2022
2. The Service Provider is entitled to amend these Terms and Conditions. The Service Provider shall inform the Customer of the planned change to these Terms and Conditions by means of a message sent to the email address provided when creating the Customer's Account/message to the Customer's Account and by posting the new version of the Terms and Conditions on the Site at least 30 days before the changes are made. Any change to the Terms and Conditions will also apply to Agreements already in force, subject to the provisions of paragraph 4 below.
3. To the extent permitted by law, Service Provider reserves the right to:
 - a. changes in the program offer, however, during the paid Settlement Period these may be only changes increasing the value of the provided Service,
 - b. (without prior notice) suspend the provision of all or some of the Services in the event of force majeure or other circumstances beyond the Service Provider's control,
4. The Service Provider is entitled to change the program offer and shall make every effort to inform the Customer about this in advance. The Service Provider is also entitled to change the price of the Services, however he is obliged to inform the Customer and provide 30 days notice of such price change to the Customers already using the Services in question. If the Customer does not explicitly request to terminate the Agreement due to the price changes, in the 30 days from the day he/she receives the notice, it will be deemed as acceptance of the imposed changes and will be implemented to Customer as such.
5. Any change to the Terms and Conditions or the offer of the Program shall apply to Agreements already in force, provided that the Customer - after being informed of the amended Terms and Conditions - does not terminate the Agreement during the current or immediately following the current Settlement Period.
6. These Terms of Service and agreements for the provision of Services shall be governed by the Croatian and EU regulations.

7. The Service Provider and the Customer will make every effort to resolve any disputes arising under these Terms and Conditions amicably. If such a solution cannot be reached, any disputes arising between the service provider and the Customer under these Terms and Conditions will be referred to the common court of law.
8. Any matters not regulated herein shall be governed by the provisions of the Act on Rendering Electronic Services, the Civil Code, the Act on Copyright and Related Rights as well as other generally applicable Croatian and EU regulations.

ANNEX 1

MODEL WITHDRAWAL FORM

(this form must be completed and returned only if you wish to withdraw from the Agreement)

ModernTV EUROPE s.r.o.
U Vodárny 2965/2
616 00, Brno - Královo Pole
Czech Republic
E-MAIL: podrska@televio.hr

I hereby give notice that I withdraw from my Agreement for the provision of the following services:

Date of Agreement:

Name:

Address:

Date:

Signature: