

Complaints Procedure of GoSMS

Basic Information

These Complaints Rules apply to Customers of GoSMS Services. The Complaints Procedure further regulates the rights and obligations of the Customer as a user of GoSMS Services and the rights and obligations of the Provider. By agreeing to the General Terms and Conditions for the Provision of GoSMS Services (hereinafter referred to as the "GTC"), the Customer also agrees to and accepts this Complaints Procedure. These Complaints Rules govern the mutual relations between the Customer and the Provider in the event of complaints about GoSMS Services or billing for GoSMS Services and is therefore binding on both Parties. The Complaints Procedure is valid to the extent and in the wording as published as effective on the website www.gosms.eu, whereas the Complaints Procedure is subject to changes under the same conditions as the GTC. If the relationship between the Customer and the Provider is not explicitly regulated by the Complaints Procedure, the relevant provisions of Act No. 89/2012 Coll., the Civil Code, and Act. No. 127/2005 Coll. (the Electronic Communications Act), as amended, shall apply.

The Customer shall have the right to file a complaint about GoSMS Services and billing of GoSMS Services (see below).

The Provider shall be liable to the Customer (within the limitations below) for the provided Services and their billing, if: (i) the Services have not been provided in the quality corresponding to the relevant legal regulations or in the agreed quality, quantity, scope, or price, and (ii) the price for the Services was not billed correctly. However, if the Services could have been used only partially or not at all due to a technical or operational defect on the part of the Provider, the Provider shall not be obliged to compensate the Customer for the damage or other harm resulting from such discontinuation or defective provision GoSMS Services.

Unless expressly stated otherwise herein, the words with a capital initial letter shall have the meaning as defined in the GTC.

Procedure for Filing a Complaint about GoSMS Services

In this article, the Provider and the Customer hereby agree on the below conditions of the complaints procedure regarding GoSMS Services provided by the Provider.

The Customer shall file a complaint about provided GoSMS Services with the Provider without undue delay, but not later than within two months from the date of the defective provision of the GoSMS Services, otherwise their right shall expire.

The Customer may file a complaint in one of the following ways:

- by telephone: on the number +420 380 422 242.
- by e-mail to the address: support@gosms.eu.

When filing a complaint, the Customer must state:

Name, surname / company name, Company ID No.

Registration e-mail

Description of the defect (either by indicating the defect or its manifestations)

The complaint procedure shall be deemed to have been commenced upon reporting the defective Services or comprehensive details of the defect (see above) (whichever occurs later).

The Customer shall be continuously informed about the course of the complaint procedure (resolution of the defect).

Complaints, including removal of defects, must be resolved without undue delay, but not later than within one month from the date of the complaint, unless the Provider agrees with the Customer on a longer period. If the complaint procedure requires dealing with a foreign operator, the complaint must be settled not later than within two months from the date of the complaint, unless the Provider agrees with the Customer on a longer period.

If the Services can be used only partially or not at all due to a technical or operational defect on the part of the Provider, the Provider shall ensure removal of the defect and reduce the price accordingly or, in agreement with the Customer, provide the Services in an alternative manner. The Provider shall not be obliged to compensate the Customer for damage or other harm incurred by the Customer due to discontinuation or defective provision of GoSMS Services.

Procedure for Filing a Complaint about Billing of GoSMS Services

The Customer shall have the right to file a written complaint regarding incorrect billing of the price for the provided GoSMS Services. The Customer shall file a complaint about provided GoSMS Services with the Provider without undue delay, but not later than within two months from the date of delivery of the price billing for the provided GoSMS Services. If, due to the nature of the provided Services, no billing is provided, the Customer shall file their complaint within two months from the date of the provision of the Services. The filing of a complaint shall have no suspensory effect as regards the fulfilment of the obligation to pay the billed price, however, the Czech Telecommunication Office may, in justified cases, decide that the Customer's complaint has suspensory effect. The decision of the Czech Telecommunication Office cannot be appealed.

Complaints must be resolved without undue delay, but not later than within one month from the date of the complaint, unless the Provider agrees with the Customer on a longer period. If the complaint procedure requires dealing with a foreign operator, the complaint must be settled not later than within two months from the date of the complaint, unless the Provider agrees with the Customer on a longer period.

If the Provider concludes on the basis of a complaint that the price has been settled to the detriment of the Customer, the Provider shall refund the overpayment of the price within one month of the complaint by means of reducing the amount in the next billing; in the event that such procedure is not possible (e.g., due to termination of the Contract, if next billing would be delivered later than within one month after the complaint, if the amount of the overpayment would exceed the next billing, etc.), then the Provider shall send the amount to the Customer's account or the Customer's last known address – all unless otherwise agreed with the Customer. After fulfilling these obligations and satisfying these rights of the Customer, the Provider shall not be obliged to compensate the Customers for damage or other harm incurred as a result of discontinuation of the provision of the Services.

Common Provisions

If the Customer disagrees with the resolution of their complaint, they may raise objections to the resolution of the complaint with the Czech Telecommunication Office within one month from the resolution of the complaint.

Arrangements on limiting the Provider's liability for damage (in cases where the Provider is liable for the damage caused) are set out in the GTC.

The Customer who has concluded the Contract as a consumer may, pursuant to Act No. 634/1992 Coll., on Consumer Protection, resolve disputes arising from the Contract also out-of-court before the Czech Telecommunication Office (website address www.ctu.cz).

Disputes arising from the Contract where the Parties were unable to reach an amicable resolution cannot be resolved by out-of-court or administrative proceedings, except for the above case.

The Complaints Procedure can be viewed at the website www.gosms.eu.
This Complaints Procedure becomes effective as of 1 March 2020.

ZooControl s.r.o.