

Use of modality in English written business-technical documents and their Czech equivalents

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ABSTRAKT

V teoretické části popisuji a charakterizuji základní oblasti celé práce jako jsou: modalita, dělení modálních sloves dle kategorií, dále pak popisuji a teoreticky rozebírám modalitu epistémickou a uvádím konkrétní příklady z obou jazyků. Dále pak na závěr části teoretické popisuji sémantiku modálních sloves jak z pohledu češtiny tak z pohledu angličtiny. V části praktické rozebírám nejprve dva texty totožné, kdy jedním z nich je český originál a jeho anglický protiklad. Dávám do kontrastu užití modálních prostředků v obou jazycích. Což pak přenáším do grafického zpracování. V druhé kapitole části praktické pak analyzuji texty obdobné popisující stejný produkt, avšak tentokrát jsou oba dva dokumenty originální. V neposlední řadě pak uvádím soubor používaných termínů pro objasnění důležitých pojmů, které jsem použil v mé práci.

Klíčová slova: modalita, modální prostředky, modalita epistémická (jistotní), sémantika modálních sloves, slovesné ekvivalenty

ABSTRACT

I describe and characterize basic topics of the whole thesis: modality, dividing modal verbs according to their categories, then I describe and theoretically analyze epistemic modality from the Czech and also English point of view in the theoretical part. At first I analyze identical texts in the practical part, when one text is Czech original and the other one is its English counterpart. I compare and contrast the use of modal means in both languages, which I show graphically later on. I analyze two same texts that describe the same product, but this time they are both original documents. In the very end I provide a list of used terms, which are vital for my work.

Keywords: modality, modal means, epistemic modality, semantics of modal verbs, verb equivalents

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DECLARATION OF ORIGINALITY

I hereby declare that the work presented in this thesis is my own and certify that any secondary material used has been acknowledged in the text and listed in the bibliography.

December 30, 2008

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INTRODUCTION

The first time I familiarized with the topic of modality was in my bachelor thesis consultant's seminars. I was far from considering this topic as the aim of my interest. Later on when I was choosing the theme for the Bachelor thesis I found out that comparing English and Czech languages from that point of view could be very interesting topic for my work.

There are many works written about modality, but they differentiate very much. The main sources of information are two authors: Randolph Quirk, who in his publication *A Comprehensive Grammar of the English Language* describes the questions of modal verbs the most broadly and in details. And Libuše Dušková, who in her book, analyse the topic of modal verbs the most entirely among Czech authors. I will try to keep my work balanced and I will suitably add thoughts of other authors.

Topic of modal verbs is vast, that is why I will focus on one part the most in theoretical part, concerning the use of epistemic modality. As the headline of my Bachelor thesis says, it will be an analysis of matching English and Czech texts in the field of business-law, particularly the documents referring to General Terms and Conditions. All the documents used in analytical part are from Internet sources, although I tried to get written texts too, (see the introduction of the analytical part).

I will try to summarize the most important findings which will be specified, described and analysed in practical part later on.

The aim of the thesis itself will be graphic elaboration, which will clearly show the differences in using the modality in Czech and English language.

I. THEORY

1 ENGLISH SYSTEM OF MEANS OF MODALITY

In general, “*modality* could be defined as the manner in which the meaning of a clause is qualified so as to reflect the speaker’s judgement of the likelihood of the proposition it expresses being true”. (Quirk et al 2004, 219)

According to Quirk, there are six main categories of expressing modality, which are distinguished in English language. The categories are as follows: central modals, marginal modals, modal idioms, semi-auxiliaries, catenatives, and main verbs + non-finite clause, see Table 1: The auxiliary verb – main verb scale beneath. Every single one will be described later on in this chapter. Each section will deal with the description and use of the particular auxiliary modal verb.

CENTRAL MODALS	<i>can, could, may, might, shall, should, will, would, must</i>
MARGINAL MODALS	<i>dare, need, ought to, used to</i>
MODAL IDIOMS	<i>had better, would rather / sooner, be to, have got to, etc</i>
SEMI AUXILIARIES	<i>have to, be about to, be able to, be bound to, be going to, be obliged to, be supposed to, be willing to, etc</i>
CATENATIVES	<i>appear to, happen to, seem to, etc</i>
MAIN VERB + nonfinite clause	<i>hope + to-infinitive, begin + ing participle</i>

Table 1: The auxiliary verb – main modal verb scale¹

Modal auxiliary verbs differ from main verbs in the following ways as it is described and published by Kenneth George Wilson (The American Heritage Book of English Usage) in The American Heritage Book of English Usage, these ways are described in the same way by Quirk (Quirk et al. 2004, 121-128):

¹ I used similar table that is used and published by Quirk (Quirk et al. 2004, 137).

1. They do not take word endings to form participles or agree with their subject. Thus, we say *She may go to the store*, but never **She mays go to the store*.
2. They come before *not* in negative clauses, and they do not use *do* to form the negative: *You might not like that*. A main verb uses *do* to form the negative and follows *not*: *You do not like that*.
3. They come before the subject in a question: *Can I have another apple? Would you like to go to the movies?* Main verbs must use *do* and follow the subject to form questions: *Do you want to go to the movies?*
4. They take the infinitive without *to*: *I will call you tomorrow*. A main verb that takes an infinitive always uses *to*: *I promise to call you tomorrow*.

As it is written in the book *Mluvnice současné angličtiny na pozadí češtiny* by Libuše Dušková: Modals are not used in imperative, because expressing imperative is identical with modality of necessity. (Dušková 2003, 181)

1.1 Central modals

This category of modal verbs is described in details by Keneth G. Wilson which is published on Bartleby website (The American Heritage Book of English Usage).

1.1.1 Can/May

Wilson states that these auxiliaries are differentiated from each other semantically: *You can go if you want to. You may go if you want to*. In practical use they are nearly interchangeable, *can* is used much more than *may*, especially in conversations and in informal writing. When used in negation, *can not* is used much more frequently than *may not*. When speaking, we use *may* mainly when we want to express possibility - *I may go shopping, or I may not*. (Wilson 1996, par. 18)

We use *can/may* to talk about possibility and ability, to make requests, and ask for or give permission.

1.1.2 Could/Might

As Wilson says these auxiliary modal verbs are interchangeable too in many uses and can both state similar outcomes. But they have different meanings when used in negation and expressing future, so they are partly ambiguous. Examples are as follows: *She might go*,

but then again she might not vs. *She could go, but then again she could not.* (Wilson, par. 34)

Could/might is used to talk about past possibility or ability, and to make requests.

1.1.3 Must

It is a modal auxiliary that either stands before, as well as the other modal verbs, or follows an infinitive: *We must go. Go we must.* (Wilson 1996, par. 36)

We use *must* when we want to express personal obligation and necessity.

1.1.4 Will/Shall

We use *will* when we want to express volition and determination. Generally in present-day English, *shall* is used when we speak in the first person in both singular and plural, used in questions and polite statements, but there are exceptions (see example below). So it could be said that *shall* is more respectful and denotes significant quality of impression and elegance. (Wilson, par. 56)

Ex. *Shall* we go out for dinner tonight?

1.1.5 Would/Should

They are mainly and regularly used in conditionals and could be substituted by other auxiliary modal verbs e.g. *could*. (Wilson, par. 57)

Ex. What *should* I do if I lost my job?

Should you [= If you] ever need help, please contact me.

1.2 Marginal modals

Quirk (138-140) mentions that marginal modals are modals which look very much like central modal auxiliaries. To this group belongs this set of modals: *dare*, *need*, *ought to*, and *used to*.

1.2.1 Dare and Need

There are two possible ways of expressing *dare* and *need*. They could stand as main verbs with inflected -s, -ing, followed by infinitive with *to*, and have past forms. But under some conditions these can act as auxiliary modals. Usage of these two auxiliaries is quite rare in British English.

1.2.2 Ought to

As it is claimed by Quirk this auxiliary is occasionally used when we want to paraphrase central modal auxiliary *should* in informal way. It is normally followed by *to*-infinitive, although bare infinitive can occur in nonassertive contexts.

Ex. He *ought to* be at work by six o'clock.

1.2.3 Used to

Quirk says that *used to* is mainly used when we speak about habits or states that happened in the past. So it is more auxiliary of tense and aspect rather than marginal modal auxiliary.

Ex. She *used to* work in Prague.

1.3 Modal idioms

Quirk (141-143) states that this group of auxiliaries includes four multi-word verbs: *had better*, *would rather*, *have got to*, and *be to*. They do not behave like main verbs, however, not like auxiliaries either.

Ex. You *had better* do it.

I *would rather* you don't do it.

I *have got to* be at home at seven o'clock.

I *am to* go now.

1.3.1 The meanings of the modal idioms

Had better states a meaning of advisability, similar to the obligational meaning of *ought to* and *should*. *Would rather* states the volitional meaning *would prefer to*. *Have got to* has the meanings of obligation and logical necessity. *Be to* is an idiom expressing futurity. (Quirk et al, 2004, 142-143)

1.4 Semi-modals

As Quirk (143-148) states, semi-modals are composed of a set of verb idioms that state modal meaning and begin with primary verbs *have* and *be*. Some of these semi modal auxiliaries are as follows: *be able to*, *be bound to*, *be due to*, *have to*, *be obliged to*, *be going to*, *be willing to*, etc. It is also possible to put two or more semi-auxiliaries after each other.

Ex. *I am able to* do it.

He is bound to succeed.

They are due to come at 5 o'clock.

1.5 Catenative verb constructions

It is said by Quirk (146) that catenatives are such verb constructions as: *appear to*, *come to*, *get to*, *seem to*, and *fail to*, etc. which are followed by the infinitive. These constructions are closer to main verbs than to central modals.

Ex. He *appears to be* very happy today.

Has she *come to* yet?

I *got to* solve the problem.

1.6 Epistemic modality in Czech and English language

This part will be about the use of epistemic modality used in Czech language and the counterparts in English language. There will be shown ways, means and examples of the use of this type of modality.

1.7 Epistemic modality in the Czech language

Grepl (Grepl et al, 624-626) says that epistemic modality in the Czech language is understood as expression of speaker's different levels of certainty of conveyed content (positive, or negative; conditioned or unconditioned, stated in the present, past, or future).

If the speaker knows that the conveyed content is true and significant, it is not normally expressed in the statement:

Ex. *Toto je druh racka. Pavel se bude ženit.* etc.

This absolute certainty is explicitly expressed only in polemic context by predicate *vím* with a strong emphasized tone:

Ex. *Já vím, že se Pavel bude ženit.*

If the speakers isn't hundred-percent sure that the conveyed content is obvious, they can express their uncertainty by several means:

Ex. *Domnívám se, že se Pavel bude ženit*

Myslím, že je to druh racka. etc.

These epistemic means could be stated with different rates of certainty, roughly said with high, medium, or low degree of certainty. Means of usage are: *lexical*, and *grammatical*.

1.7.1 Lexical means of the modal idioms

This group of expressing modal idioms includes three subdivisions, each one is described separately.

1.7.1.1 Epistemic predicates

Basic set of epistemic predicates includes these expressions: *věřím, jsem si jistý, je nesporné, je pravděpodobné, je zřejmé, je vyloučeno, předpokládám, soudím, hádám*, etc.

Ex. *Hádám, že mu bude 50 let.*

This group also consists of other expressions, complex collocations as follows: *řekl bych, že...; vypadá to, že...; nic bych za to nedal, že...; dám za to krk, že...; podle mě...*

Ex. *Dám za to krk, že to udělal schválně.*

1.7.1.2 Epistemic particles

As Grepl states in the book *Příruční mluvnice češtiny*, this essential set of collocations includes words as follows: *nesporně, jistě, očividně, rozhodně, zřejmě, bezpochyby, patrně, stěží, třeba, možná*, etc. These expressions are equal to epistemic predicates: ***Předpokládám, že Petr už nepřijede // Petr už zřejmě nepřijde.*** They are often used as parenthesis. They do not stay in the sentence as constituents of a sentence. There are also compound epistemic particles some of them are as follows: *podle všeho, pokud vím, jestli se nemýlím, pokud se pamatuji*, etc. There is no sharp boundary between these two categories mentioned above. Many predicates act in the sentence as particles.

1.7.1.3 Modal verbs

When speakers use *muset*, they can signalize high level of certainty.

Ex. *On se musel zbláznit!*

When the word *moci* is used, speaker can state medium level of certainty.

Ex. *On mohl být nemocný.*

1.8 Epistemic modality in the English language

Palmer (2001, 24) explains that the term **epistemic** used in English should not apply only to modal systems that basically involve the notions of possibility and necessity. But it should apply to any modal system that indicates the degree of commitment by the speaker to what he says. There may be more than four possibilities when speakers might indicate that they are not presenting what they are saying as a fact, but:

- (a) that they are speculating about it
- (b) that they are presenting it as a deduction
- (c) that they have been told about it
- (d) that it is a matter only of appearance, based on the evidence of senses.

2 CZECH EQUIVALENTS OF MODAL MEANS USED IN ENGLISH

There is a different system of modal means than it is in English. Meaning of modality is expressed by several categories. These categories are as follows: grammatical means such as word building and lexical means divided into two groups:

- (a) expressions which are connected only with infinitive predicate and
- (b) expressions which are primarily connected with subordinate clauses, but also with their infinitive nominalization.

2.1 Different ways of expressing modality

According to Grepl et al. (535), sometimes there could be found three ways of expressing modality in Czech language. These are as follows:

- (1) **Alethic modality** - Speaker only objectively describes the matter of the fact.
- (2) **Deontic modality** - Speaker takes a stand, expresses approach and will realize or not realize subject of the predicate.
- (3) **Epistemic modality** - Speaker signalizes different rates of indecision about the relevance of said content.

2.2 Expressions connected with infinitive predicate

As it is stated in the book *Příruční mluvnice češtiny* (Grepl et al. 533), elements of this group are collectively called modal modifiers. They build compound constituent of a sentence along with infinitive. These expressions belong mainly to this group:

modal verbs – *muset, mít, moci, smět a chtít.*

marginal modals – *umět, dovést, vydržet, dokázat, zdráhat se, odmítat, bránit se*

modal expressions – *lze, dá se/dají se, jde/jdou*

All of these expressions mentioned above can be a part of a complex verb.

Ex. *Ten problém se může vyřešit jinak.*

Modal verbs of both types (modal verbs, marginal modals) can be a part of a complex constituent of a sentence:

a) subject Ex. *Moci poslouchat takovou hudbu je velmi příjemné.*

b) object Ex. *Přál si nemuset vstávat před šestou.*

c) attribute Ex. *Konečně se ti splnilo přání nemuset vstávat před šestou.*

2.3 Expressions connected with subordinate clause or infinitive nominalization

As Grepl (533-534) claims, means of this group are collectively called modal predicates. Boundary between these two groups mentioned in the above headline is not very sharp. Some modal predicates are connected with an infinitive rather than with a subordinate clause nowadays. These expressions are follows: *je nutné, být nucen, být povinen, sluší se, hodí se, mít dovoleno, mít potřebu.*

3 SEMANTICS OF MODAL VERBS

3.1 Definition of semantics

As Palmer states,

semantics is the technical term used to refer to the study of meaning, and, since meaning is a part of language, semantics is a part of linguistics. Unfortunately, meaning covers a variety of aspects of language, and there is no general agreement about the nature of meaning, what aspects of it may properly be included in semantics, or the way in which it should be described” Much more detailed definition of this term is to be found in Palmer’s Semantics. (Palmer 2001, 1)

In addition to the definition mentioned above Kate Kearns uses this one:

Semantics deals with the literal meaning of words and the meaning of the way they are combined, which combined together form the core of meaning, or the starting point from which the whole meaning of a particular utterance is constructed. (Kearns 2000, 1)

3.1.1 Semantics and kinds of Modality

As Kearns (52-52) says “there are several kinds of modality: **logical modality**, **deontic modality** and **epistemic modality**, which I will analyze the most. In English, modality is most commonly expressed by the modal verbs *shall*, *should*, *can*, *could*, *may*, *might*, *would* and *must*, and sometimes *will*. Modality expresses necessity and possibility. (Kearns 2000, 52) These expressions will be illustrated below as Kate Kearns describes in her book analyzing Semantics”.

3.1.1.1 Logical Modality

As it is stated by Kearns (52) “logical modality concerns the total truth possibilities for a proposition, according to the requirement of logic”.

Ex: Chelsea *might have won* the League Cup.

3.1.1.2 Deontic Modality

Kearns (55) says that “modals express deontic modality, which is concerned with compliance or compatibility with some code of behaviour or set of rules”.

Ex.: *Intruders may be prosecuted*.

3.1.1.3 Epistemic Modality

Kearns says,

epistemic modality concerns what is known. Origin of this word can be found in Greek *episteme*, with the meaning *knowledge*. Epistemic modality expresses the necessity or possibility of a proposition's being true in fact, given what is already known. In other words, epistemic modal statements express conclusions drawn from the actual evidence about the range of possibilities for what is the case of reality. (Kearns 2000, 53)

Ex: The dinosaurs *must have died out* suddenly.

3.1.2 Semantic meanings of modal verbs

I did not find any sources which describe this topic in more details than a book written by Quirk, Greenbaum, Leech, and Svartvik. Before I start listing the phrasal verbs according to criteria concerning linguistic epistemology I must state one important thing. Not every modal verb is practically used in documents that I will analyze such as General Terms and Conditions statements. Therefore not every single modal verb will be listed or described in this part. Only those that are widely used in such documents will be described in details.

As it is mentioned in Quirk,

terms used in analyzing meaning in the complex verb phrase, such as *mood* and *aspect*, also MODALITY has been used in various senses. At its most general, *modality* may be the finite as the manner in which the meaning of a clause is qualified so as to reflect the speaker's judgment of the likelihood of the proposition it expresses being true. (Quirk et al. 2004, 219)

Division of epistemic modality stated beneath is widely used, not only by Quirk, who I cite the most.

In the modal verbs, the constraining factors of meaning mentioned above may be divided into two types: (a) Those such as '*permission*', '*obligation*', and '*volition*' which involve some kind of intrinsic human control over events, and (b) Those such as '*possibility*', '*necessity*', and '*prediction*', which do not primarily involve human control of events, but do typically involve human judgment of what is or is not likely to happen.

These two kinds, between which there is a gradient, may be termed INTRINSIC and EXTRINSIC modality respectively. One important observation about the modals is that each one of them has both intrinsic and extrinsic uses: for example, *may* have the meaning of permission (intrinsic) and the meaning of possibility (extrinsic).

Quirk (221) also mentions that the modals are often associated with particular pragmatic uses, eg in requests, offers, etc, where the past forms (*could*, *might*, *should*, and *would*) tend to have implications of tentativeness or politeness.

3.2 Can

As it is stated by Quirk (221) three main meanings of this modal verb are distinguished:

a) POSSIBILITY

(1) Even expert drivers *can* make mistakes.

In this sense, *can* is generally paraphrased by *it is possible* followed by an infinitive clause, for example:

It is possible for even expert drivers to make mistakes.

(2) If it's raining tomorrow, the sports *can* take place indoors.

Sometimes, *can* indicate future possibility, so suitable paraphrase for sentence (2) would be:

It will be possible sports take place indoors if it's raining.

b) ABILITY

(3) *Can* you remember where they live?

(4) They say bill *can* cook better than his wife.

As it is stated in Quirk (222) for the 'ability' sense,

can may be paraphrased by use of the *be able to* construction, or in some cases by *be capable of* or *know how to*. However, the same meaning can also be captured by the *be possible* construction; eg:

I *can* swim all the way across the lake. → It *is possible* for me to swim...

c) PERMISSION

Can we borrow these books from the library?

In this sense of permission, *can* would be paraphrased by *be allowed to*:

Are we allowed to borrow these books from the library?

As we can see verb *can* express three types of epistemic modality: *possibility*, *ability* and *permission*.

3.3 May

According to Quirk (223), there are two major meanings of this modal verb.

a) POSSIBILITY

(5) We *may* never succeed. [It is possible that we'll never succeed.]

(6) You *may* be right. [It may be that you are right.]

As we can see, the most common meaning of *may* [= possibility] is different from the possibility sense of *can*. If we want to paraphrase *may*, we use *it is possible* followed by a *that-clause*, rather than an *infinitive clause*. *May* in this sense may also be paraphrased by *It may be that ...*, or by the adverb *perhaps* or *possibly*.

b) PERMISSION

(7) You *may* borrow my bicycle if you wish.

(8) Visitors *may* reclaim necessary travel expenses up to a limit of £50.

As a permission auxiliary, *may* is more formal and less common than *can*, which (except in fixed phrases such as *if I may*) can be substituted for it. *May* possesses prescriptive sense and it is used in official documents and notices, etc, eg:

We *may* restrict or interrupt the provision of the Services to you. (Vodafone, Terms and Conditions)

It can be seen in examples mentioned above, *may* expresses *possibility* and *permission*, as well as *can* do, but it does not express the meaning of *ability*. Verbs *can* and *may* are sometimes interchangeable, but we can see the differences too that are showed above.

3.4 Will

As Quirk (228) mentions in the book, two senses of using this modal verb can be found:

a) PREDICTION

Under this heading, three uses of *will* are to be distinguished.

a1) The FUTURE predictive sense, eg:

You *will* feel better after this medicine.

a2) The PRESENT sense of *will* is similar in meaning to *must* in the 'logical necessity' sense: She *will* have had her dinner by now.

She *must* have had her dinner by now.

a3) The HABITUAL predicative meaning often occurs in conditional sentences, eg:

If litmus paper is dipped in acid, it *will* turn red.

or in timeless statements of 'predictability':

Oil *will* float on water.

b) VOLITION

As you can find in Quirk (2004, 229) three diverse subsenses may be found under this subheading.

Sated by Quirk,

the volitional range of *will* extends from the ‘weak volition’ of WILLINGNESS to the ‘strong volition’ of INSISTENCE. Between these two, there is the more usual volitional sense of INTENTION, which often combines with a sense of PREDICTION mentioned above in a1).

b1) WILLINGNESS

I *will* do it if you like.

This meaning is common in requests and offers.

b2) INTENTION

I *will* write as soon as I can.

b3) INSISTENCE

If you ‘*will* go out without your overcoat, what can you expect?

Quirk says,

this somewhat rare use implies wilfulness on the part of the subject. The auxiliary is always stressed, and cannot be contracted to ‘ll. *Will* expresses two kinds of epistemic modality: *prediction* and *volition*. The second type mentioned hereinbefore is subdivided into: *willingness*, *intention*, and *insistence*.

3.5 Shall

According to Quirk (229), especially in British English, the tradition forbidding *will* as a future auxiliary with *I* or *we* is old-fashioned and is nowadays widely ignored. *Shall* is a substitute for the future use of *will* in formal style. There are only two uses nowadays, both with a 1st person subject:

a) PREDICTION

According to the opinion polls, I *will/shall* win quite easily.

b) VOLITION

We *will/shall* uphold the wishes of the people.

Shall is supposed to be rather a rare modal auxiliary verb in present-day English, which express *prediction* and *volition*.

3.6 Must

As it is mentioned by Quirk (224) in the book, this modal verb possesses two meanings, these are:

a) (LOGICAL) NECESSITY

There *must* be some mistake.

The Smiths *must* have a lot of money.

The 'logical necessity' meaning of *must* is parallel to the use of *may* in the sense of epistemic possibility.

b) OBLIGATION

You *must* be back at ten o'clock.

In this case speaker expresses their authority. *Must* would be possibly paraphrased by: *be obliged to*, eg:

You *are obliged to* be back by ten o'clock.

Must is a very strong modal verb that expresses *logical necessity* and *obligation*.

3.7 Should

As Quirk (227) says, *should* and its synonymous use of *ought* to express a) *necessity* and b) *obligation*. In the meaning of *necessity* and *obligation* there is a slight difference while using *must* or *should*. The second mentioned verb is weaker in sense of expressing modality.

a) NECESSITY

She *should* be home by now.

b) OBLIGATION

You *should* do as they say.

II. ANALYSIS

4 INTRODUCTION TO THE PRACTICAL PART

The gathering of the data for the Bachelor thesis was not easy. From the very beginning I was meeting unwillingness of the asked companies. These were unwilling to provide any information I asked for. I was told this information is private and confidential, but on the other hand other companies have exactly these documents free to download on their websites. I chose documents of Vodafone Czech Republic from all the texts I gathered together, because of having all the documents on its website. I was not sure about their relevance, if they are useful for analysing. At first I asked Vodafone to reveal some important facts, which were vital for the analysis. I demanded to get some bits of information about the author and authenticity of the texts. I was not satisfied with answers I got and detailed ones I did not receive. So I asked my colleague at work, who is a native speaker to tell me what her opinion on the texts is. She found the texts relevant from the grammatical and functional point of view. She did not find any insufficiencies in the texts, which could impede the analysis of the documents.

The original analysed documents could be found in the appendix.

5 ANALYSIS OF THE BUSINESS-TECHNICAL TEXTS

This part is divided into several parts. I will analyze texts General Terms and Conditions in the first part. It is a Czech original and its English counterpart. We will see how modality is used in both languages and what means are used to express it. There will be a graph showing the numbers of used modal verbs in each category, but only in these cases when the number is higher than one. There will be a list of graphs showing the differences between used modal verbs expressing extrinsic and intrinsic modality after the first part.

Then I will analyze very similar texts, describing the same products, but they are both originals, no translations. I will describe the use of extrinsic and intrinsic modality in each part. After that I will compare different use of expressing modality in the Czech and English language.

5.1 Analysis of the document General Terms and Conditions

I will analyze the Czech original document and its English equivalent in this part.

5.1.1 Extrinsic modality

This category has three subdivisions that express: a) *possibility*, b) *necessity*, and c) *prediction*.

a) extrinsic possibility

This section will focus on the verbs I found in the document, which describe extrinsic possibility. These are as follows: *may*, *can*, *may not*, *can not* and their equivalents in the Czech document.

May

1) English version:

You *may* however come to Vodafone at any time.

You *may* set of your claims resulting from the Security Deposit under the conditions set forth in the pricelist.

A change of the Agreement *may* be conditioned by payment of an overdue amount.

2) Czech version:

K Vodafone se však i přesto *můžete* kdykoli vrátit.

Vaše pohledávky z titulu volací jistiny *můžete* započíst za podmínek uvedených v Ceníku.

Podmínkou změny smlouvy *může* být úhrada dlužné částky po splatnosti.

There you can see that use of English *may* has its counterpart in *může*, but it doesn't have to be true always.

Can

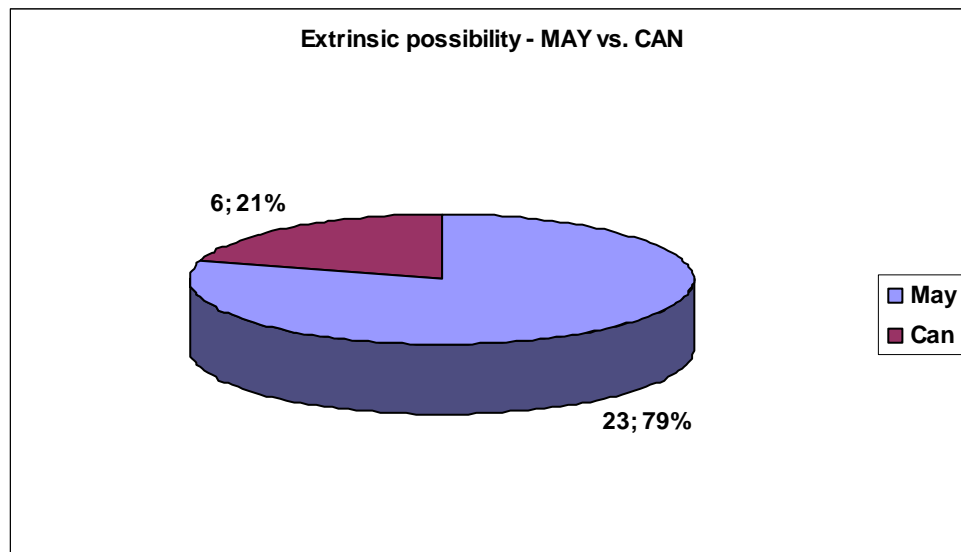
1) English version:

- You *can* change your PIN code.
- You *can* ask us for a change of the agreement.
- So that we *can* enter into the agreement with you, it is necessary that you release to us or make available to us the following data: name, surname, address, etc.

2) Czech version:

- PIN kód si *můžete* změnit.
- *Můžete* nás požádat o změnu smlouvy.
- Abychom s Vámi *mohli* uzavřít smlouvu, je třeba, abyste nám sdělil nebo zpřístupnil zejména následující údaje: jméno, příjmení, adresu atd.

It is obvious that there is a slight difference while using verbs *can* and *may* in the meaning of expressing extrinsic possibility. We can see that in Czech sentence verb *mohli* is used but in the English one verb *can* is used in the third example in the Czech version. As far as we know verb *could*, which expresses politeness, would be better to use. But there is no shift in the meaning at all.



May not

1) English version:

- We *may not* make the changes if provision of the services to you has been restricted or interrupted.
- In the period when the provision of the services is interrupted we *may not* issue the Bills to you.
- Please note that we may not replace the SIM card if, with respect to the circumstances, it is obvious or there are doubts that a holder of the above specified documents is the authorised holder of the SIM card.

2) Czech version:

- V případě, že máte omezené či přerušené poskytování služeb, *je možné*, že změnu smlouvy neprovedeme.
- Podobu přerušení poskytování služeb Vám *nemusíme* vystavovat vyúčtování.
- Prosím vezměte na vědomí, že Vám SIM kartu *nemůžeme* vyměnit v případě, kdy bude vzhledem k okolnostem zřejmé nebo budou existovat pochybnosti o tom, zda držitel uvedeného dokladu je oprávněným uživatelem SIM karty.

Look at the different examples of used means expressing *may not* in the Czech language. You can see that copular verb was used in the first case. These were the only examples which I found while analyzing the texts.

Can not

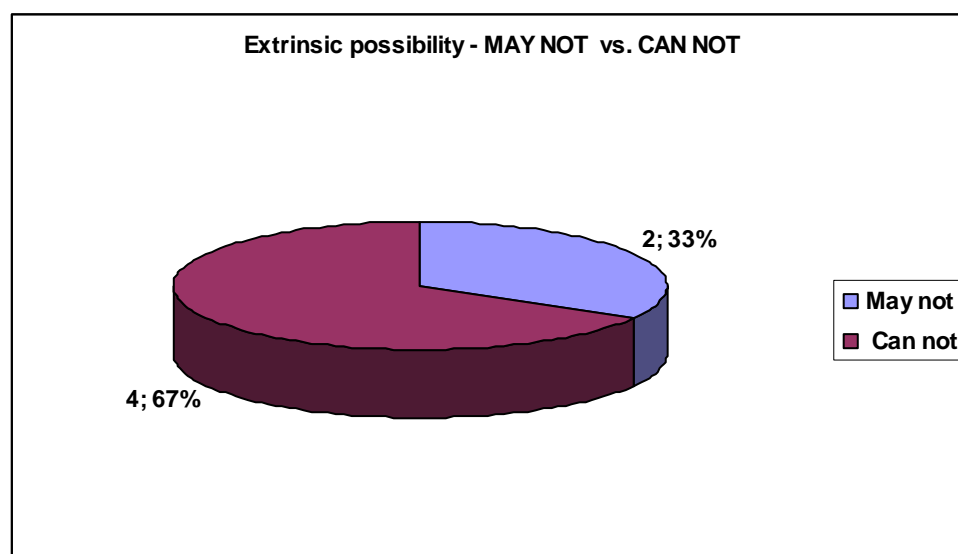
1) English version:

- You *can not* change the PUK code.
- If however, we have made such changes in consequence of amendment of valid legal regulations or if your rights and duties are not affected, this procedure *can not* be used.
- Please be aware that those provisions of the General Terms and Conditions that *can not* apply to the Pre-paid Services due to the nature thereof shall not be used.

2) Czech version:

- PUK *nikoli*.
- Pokud jsme však změny provedli z důvodu změny právních předpisů nebo změnou nejsou dotčena Vaše práva a povinnosti, tento postup *nelze* použít.
- Prosím mějte na paměti, že na poskytování předplacených služeb se z podstaty věci nevztahují ty články Všeobecných podmínek, které *nelze* vzhledem k povaze předplacených služeb použít.

There you can see that in Czech language it is possible not to use verb while expressing possibility. *Nikoli* is an adverb.



b) extrinsic necessity

Extrinsic necessity is usually expressed by *should* and *must*, as it is mentioned in the theoretical part (25).

Should

1) English version:

- You *should* know that we are not liable if you fail to use your credit on the SIM card, if you enter incorrect data when paying for the pre-paid services or your SIM is lost, stolen or abused.

2) Czech version:

- *Měli byste* vědět, že mj. neodpovídáme za to, že nevyužijte kredit na SIM kartě, nesprávně zadáte údaje při úhradě předplacených služeb nebo ztratíte či Vám někdo odcizí kupon, či pokud dojde k jeho zneužití.

I found only one verb, which describes extrinsic necessity and this is *should*. Necessity in English is not expressed only by *should*, but also by *must* for instance. The conclusion could be that necessity is not very often expressed in business-technical texts.

c) extrinsic prediction

This kind of extrinsic modality is expressed mainly by two modal verbs: *will* and *shall* and their negative forms. This subsection will offer you a quick view onto this category. *Will* expressing extrinsic prediction was not found in the document, so it is not mentioned here.

Shall

1) English version:

- Please note also that the Terms and Conditions of marketing campaigns which you take part in *shall* prevail over other parts of the agreement.
- If the delivery of the notification fails, the notification *shall* be deemed upon the service of the notification at the above specified address.

2) Czech version:

- Prosím vezměte na vědomí, že podmínky marketingových akcí, kterých se účastníte, *mají přednost* před ostatními částmi smlouvy.
- Pokud se nepodaří oznámení doručit, *považuje se* za doručené dodáním na výše uvedenou adresu.

Shall not

1) English version:

- If your agreement has been entered into for determined period of time, the above *shall not* apply.

2) Czech version:

- Toto samozřejmě *neplatí* pro smlouvu na dobu určitou.

Here we can see that Czech equivalents of modal verb *shall/shall not* are not modal verbs. Expressing extrinsic prediction by those verbs in Czech language is not done by using modal verbs. Occurrence of this modal verb in English is very rare. I mentioned that especially *shall* is used in first person singular and plural, mainly in formal and polite situations in the theoretical part (see par. 3.5, 24). But there we can see the use of *shall* is different. I suppose that this happened, because the translator did not find another way of expressing these Czech sentences and verbs used in them. Perhaps he found it the closest way of expressing. If *will* had been used, the tone of the sentence would have been completely different.

5.1.2 Intrinsic modality

This category has three subdivisions that express: a) *permission*, and b) *obligation*.

a) intrinsic permission

Although this kind of modality is usually expressed by verbs *can* and *may*, I found no *can* in the English document expressing intrinsic permission, but I found other verb expressing permission and it is *be allowed to*.

May

1) English version:

- You *may* use Vodafone Services and Third Party Services if you entered into an agreement (which need not to be in a written form) with us on provision of the Services (hereinafter the “The Agreement”).
- You *may* use the Services through the equipment which meets the requirements determined by legal regulations.
- Under exceptional circumstances, due to technical or operational reasons, we *may* change your telephone number or password even without your approval.

2) Czech version:

- Služby Vodafonu i služby třetích stran *můžete* využívat, pokud s námi uzavřete smlouvu (nemusí být písemná) o poskytování služeb (dále jen „smlouva“).
- Služby *můžete* užívat prostřednictvím zařízení, které splňuje požadavky stanovené právními předpisy.
- Ve výjimečných případech Vám z technických nebo provozních důvodů *můžeme* změnit Vaše telefonní číslo či heslo i bez Vašeho souhlasu.

Be allowed to

Be allowed to is used when we want to paraphrase either *can* or *may* in the sense of giving permission.

1) English version:

- The following *is not allowed at Vodafone*.

2) Czech version:

- Ani u nás *nemůžete*.

The reason why verb *can* is not use in this kind of text, could be that it is a formal document. *Can* is more often used in informal situations.

b) intrinsic obligation

Intrinsic obligation is often expressed by verbs: *should* and *must*. I found no *should* expressing obligation while doing the analysis. But *must* was not the only one expressing obligation I found in the text, the other one was *be obliged to*.

Must

1) English version:

- The following conditions *must* be met so that we can enter into the Agreement with you.
- Written requests *must* be sent to the Customer Care Department.
- Do not forget that you *must* use the vouchers for recharging the pre-paid SIM cards within the date specified on the vouchers.

2) Czech version:

- Abychom s Vámi mohli uzavřít smlouvu, *je třeba*, aby byly splněny tyto podmínky.
- Vaše požadavky či žádosti, které byste nám měli podle těchto Všeobecných podmínek předat, *učiňte* prostřednictvím naší zákaznické linky.
- Nezapomeňte, že kupony pro dobíjení *můžete* využít nejpozději do data uvedeného na kuponu.

Verb *must* can have several different equivalents in the Czech language. Very strange example to me is the last given sentence, when *must* expressing very strong obligation can have weaker equivalent in Czech language. This is because verb *vyžít* is finite, so weaker *můžete* can be used, but on the other hand verb *use* is not finite so strong *must* is used instead.

Be obliged to

Be obliged to is used when we want to paraphrase verb *must*.

1) English version:

- You note that if you give your consent, we *are obliged to* hand over your data also other providers of the directory inquiry service and other directory publishers.

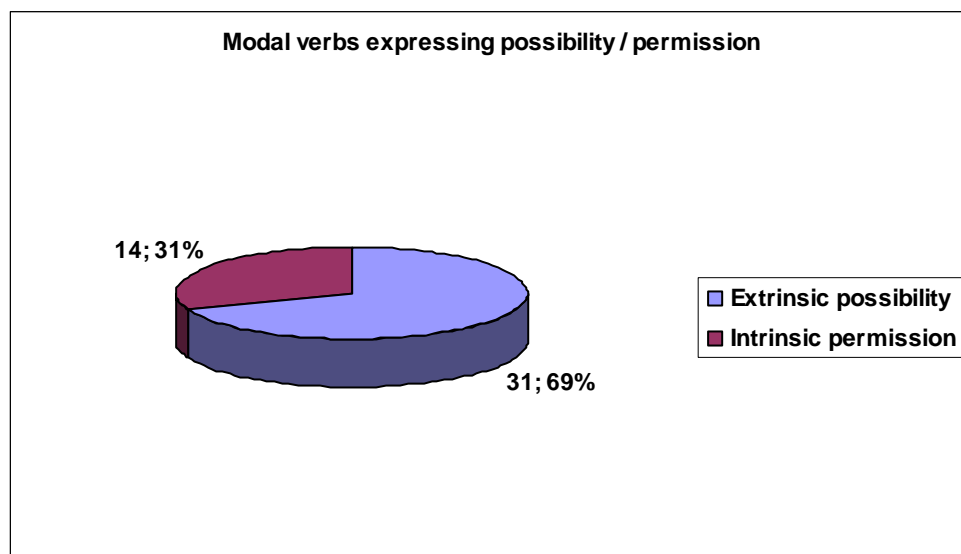
2) Czech version:

- Berete dále na vědomí, že *jsme* v případě Vašeho souhlasu *povinni* předat Vaše údaje dalším poskytovatelům informačních služeb o telefonních číslech a vydavatelům telefonních seznamů.

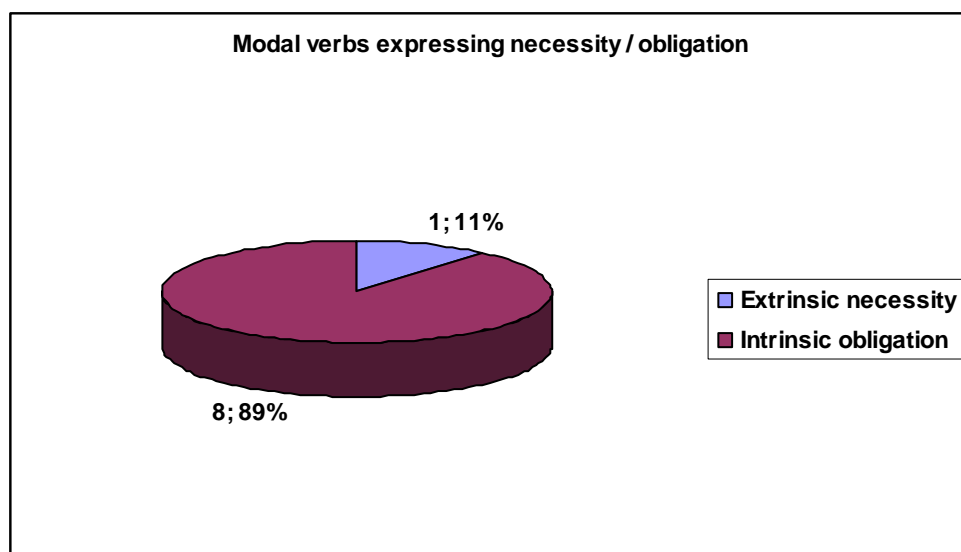
6 EXTRINSIC MODALITY VS. INTRINSIC MODALITY

I will show the different numbers in graphs describing how many modal verbs occurred in documents and what kind of modality they express. The same modal verbs can express two different kind of modality these following graphs will show it.

6.1 Modal verbs expressing extrinsic possibility and intrinsic permission



6.2 Modal verbs expressing extrinsic necessity and intrinsic obligation



There you can perfectly see proportion between modal verbs expressing different kinds of modality. This part summarizes the whole analysis of the Czech original document and its English counterpart.

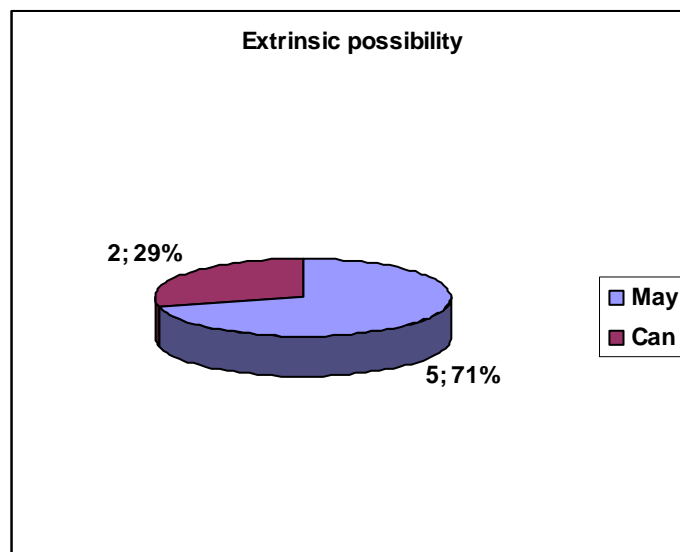
7 ANALYSIS OF ENGLISH AND CZECH ORIGINAL DOCUMENTS

This part will show nearly the same texts. They are not translations, but original documents describing the same products. The aim of this part is to show different use of modality in Czech and English language. These documents describe the use of Vodafone live! application.

Because of the fact the documents are not very long I decided not to do the analysis such detailed as the previous one. I just want to show graphically what modal means are used in the texts when they are originals, I will also mention some examples of their use.

7.1 Modality used in original English business-technical text

7.1.1 Extrinsic possibility



Examples:

- Monitoring or recording of your communications *may* take place in accordance with the law.
- You *can* also write to Vodafone Customer Care, Vodafone Limited, etc.

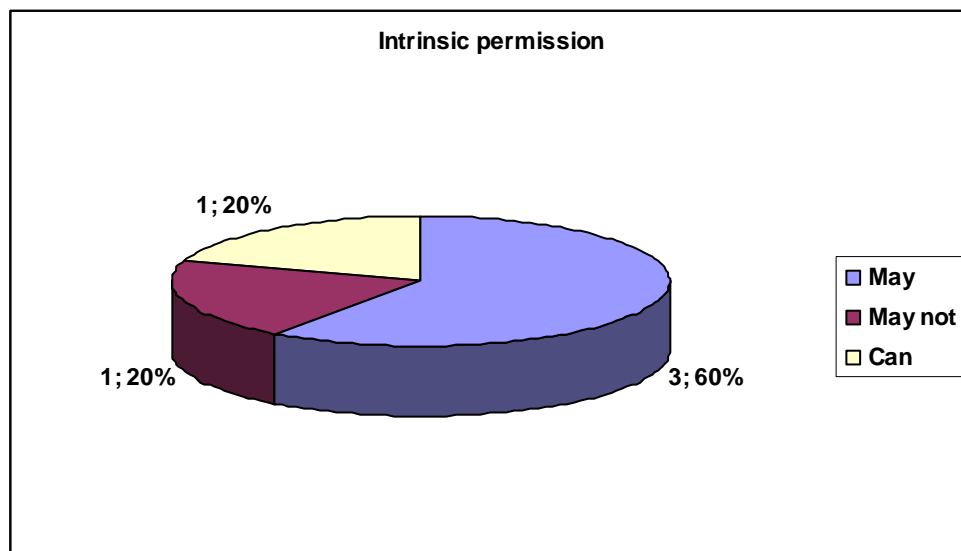
7.1.2 Extrinsic prediction

Examples:

- Nothing in these Terms *shall*, however, operate to limit or exclude any liability for fraud.
- To the extent permitted by law, Vodafone gives no warranty of any kind in relation to the Vodafone Live! application, Vodafone Live! or the Vodafone website and Vodafone *shall not* be liable for any loss or damage arising from or connected to the Vodafone Live! Application or Vodafone Live!

There were no means expressing *extrinsic necessity* found in this document.

7.1.3 Intrinsic permission



Examples:

- PLEASE READ THE PRIVACY POLICY CAREFULLY – it deals with your rights and our obligations in relation to your personal data, including what Vodafone *can* do with it and to whom Vodafone *may* give it in certain situations.
- You *may not* copy, distribute, unzip, reverse engineer, decompile or otherwise disassemble the Vodafone Live! application or use any of its constituent elements in any way.

There were no means expressing *intrinsic obligation* and *volition* in the English document.

7.2 Modality used in original Czech business-technical text

I decided not use graphs in this part but only to show examples which express different kinds of modality used in the Czech language.

7.2.1 Extrinsic possibility

- Zákazníci s předplacenou kartou *nemohou* službu využívat v zahraničí.
- Službu *mohou* v zahraničí využívat pouze tarifní zákazníci.
- Seznam zemí, v nichž *je možné* využívat službu Připojení Roaming a MMS Roaming, je na www.vodafone.cz.
- K jedné SIM kartě (telefonnímu číslu) *může* zákazník tuto nabídku využít pouze jednou.

7.2.2 Intrinsic permission

- Zákazník *má právo* využívat portál a obsah Vodafonu pouze v rozsahu podmínek služby Vodafone live!.

7.2.3 Intrinsic obligation

- Zákazník zejména *není oprávněn* portál ani jeho části jakkoliv napodobovat, reprodukovat nebo kopírovat.
- Zákazník zároveň nesmí takový obsah zpřístupňovat jiným osobám mladším 18 let.

CONCLUSION

The aim of my work was to introduce the topic of modality to those people who are not very into modality and modal verbs. I wanted to summarize the most important facts and to make it understandable and not that broad as it is described in the books I used as sources of my work. And also analyze modality and modal means used in English and Czech languages.

I described and introduced the basic themes concerning modal verbs, modality and semantics of modal verbs both in English and Czech languages. I showed the differences between these two languages on the theoretical and also practical field. According to the analytical part it was sometimes very difficult to decide what kind of modality it is and what characteristic features it possesses. As I learned it is because the boundaries between specific kinds of modalities are very narrow.

Analytical part shows that there are differences between modal means used in English on the one hand and in Czech on the other hand. Majority of used modal means in English are verbs, but in Czech we can see use of other parts of speech not only verbs.

Analysing English texts from that point of view was very resourceful, new and also very interesting. I suppose that it will be also very useful for those who will want to get some information on that matter.

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LIST OF USED TERMS²

SEMANTICS - a major branch of LINGUISTICS devoted to the study of MEANING in LANGUAGE

MODALITY - a term used in GRAMMATICAL and SEMANTIC analysis to refer to contrasts in MOOD signalled by the verb and associated categories

EPISTEMIC MODALITY – is concerned with the logic structure of statements which assert or imply that propositions are known or believed

ALETHIC MODALITY – is concerned with necessary or contingent truth of propositions

DEONTIC MODALITY – is concerned with the logic of obligation and permission

LOGICAL MODALITY - a qualification of propositions, informing us as whether each is true or false, in the given context

EPISTEMIC PARTICLE – an invariable item with grammatical function, which does not fit into a standard classification of PARTS OF SPEECH

INFINITIVE PREDICATE - a part of a sentence which contains the verb and gives information about the subject

MODAL MODIFIER - a constituent in a construction that imparts information relating to the head of the construction

AUXILIARY VERB – a term used in GRAMMATICAL classification of verbs to refer to the set of VERBS, subordinate to the main LEXICAL verb, which help to make distinctions in MOOD, ASPECT, VOICE etc.

² There is a list of terms used in this thesis. There are not all of the terms but the most relevant to this work. I used A Dictionary of Linguistics and Phonetics by David Crystal.

APPENDIX P I: VODAFONE LIVE! TERMS AND CONDITIONS

End User Terms

By downloading and installing the embeddable and executable software application (“Vodafone Live! application”) and using it to display content from Vodafone Live! (“Vodafone Live!”) on your mobile device you agree to the terms set out below (the “Terms”).

1. Licence

1.1 Vodafone grants you a non-exclusive licence to download and use the Vodafone Live! application to display Vodafone Live on your mobile device only.

1.2 All rights including intellectual property rights in the Vodafone Live! application and Vodafone Live! remain the property of Vodafone and its licensors.

2. Use of the Vodafone Live! application and Vodafone Live!

2.1 The Vodafone Live! application is for personal non-commercial use only and is only available to Vodafone customers resident in the UK.

2.2 Access to Vodafone Live! is subject to the Vodafone Live! website terms and conditions found at vodafone.co.uk/termsandconditions (“Website Terms and Conditions”) and by accessing Vodafone Live! you agree to the Website Terms and Conditions.

2.3 You may not copy, distribute, unzip, reverse engineer, decompile or otherwise disassemble the Vodafone Live! application or use any of its constituent elements in any way.

3. Warranties & Liability

3.1 The Vodafone Live! application is made available on an "as is" and "as available" basis and you download, install and use the Vodafone Live! application at your own discretion and risk.

3.2 Vodafone has taken reasonable care to ensure that the Vodafone Live! application contains no inaccuracies, errors, viruses or defects; however Vodafone does not warrant that this is the case.

3.3 To the extent permitted by law, Vodafone gives no warranty of any kind (implied, statutory or otherwise) in relation to the Vodafone Live! application, Vodafone Live! or the Vodafone website and Vodafone shall not be liable for any loss or damage arising from or connected to the Vodafone Live! application or Vodafone Live!

3.4 Vodafone has no control over any third party services available via Vodafone Live! and Vodafone may change Vodafone Live! at its discretion. Vodafone may withdraw or change the Vodafone Live! application at any time for technical, commercial, public interest or operational reasons. In the event that the Vodafone Live! application or Vodafone Live! is being permanently withdrawn, Vodafone will endeavour to advertise this with as much prior notice as reasonably possible. Depending on the reason for the suspension, withdrawal or change, it may not always be possible to give advance notice.

3.5 Vodafone may block use of the Vodafone Live! application if you breach these Terms or the Website Terms and Conditions.

4. Service Provider

4.1 The Vodafone Live! application has been developed and is provided to you by Vodafone Limited, Vodafone House, The Connection, Newbury, Berkshire RG14 2FN, Registered number 1471587, UK VAT Number 569953278 (“Vodafone” and also referred to in these Terms as “we” “us” and “our”). Vodafone is regulated by Ofcom or their replacement from time to time; for more information go to ofcom.org.uk.

5. Cost

5.1 Vodafone will not charge you to download and use the Vodafone Live! application offline. Standard data charges will apply when you connect to the Vodafone Live! wapsite or any third party site via the Vodafone Live! application. You will not be able to download the application whilst roaming.

6. Your information

6.1 Vodafone’s usage of your personal information that you supply to Vodafone is governed by Vodafone’s Privacy Policy, which forms part of these Terms and which can be found at vodafone.co.uk/privacypolicy. PLEASE READ THE PRIVACY POLICY CAREFULLY - it deals with your rights and our obligations in relation to your personal data, including what Vodafone can do with it and to whom Vodafone may give it in certain situations.

7. Trademarks

7.1 The word or mark "Vodafone" however represented, including stylised representations, all associated logos and symbols, and combinations of any of the foregoing with another word or mark, are the trade marks of Vodafone or one of the Vodafone Group companies (the "Trade Marks").

7.2 You shall only make fair use of the Trade Marks and will not use them:

- (a) as or as part of your own trade marks;
- (b) in a manner which is likely to cause confusion;
- (c) to identify products to which they do not relate;
- (d) to imply endorsement or otherwise of products or services to which they do not relate;
or
- (e) in any manner which does or may cause damage to the reputation of any of the above-mentioned companies.

8. Help!

If you have any enquiries or problems concerning the Vodafone Live! application, please contact Vodafone customer care on 191 from your mobile phone if you are a Vodafone customer (charged at your standard tariff) or 07836 191191 from any other phone (charged at your telephone provider's national rate) or email us by going to vodafone.co.uk and clicking on "Support" and then "Contact Us" and completing the required form. You can

also write to Vodafone Customer Care, Vodafone Limited, Vodafone House, The Connection, Newbury, Berkshire, RG14 2FN.

Monitoring or recording of your communications may take place in accordance with the law, and in particular for Vodafone's business purposes, such as for quality control and training, to prevent unauthorised use of Vodafone's telecommunication systems and to ensure effective systems operation and in order to prevent or detect crime.

9. General

9.1 We may delay enforcing our rights under these Terms without losing them.

9.2 You agree that we may sub-contract the performance of any of our obligations or may assign these Terms or any of our rights or obligations without giving you notice. You undertake not to assign, re-sell or in any other way transfer your rights or obligations under these Terms.

9.3 We will not be liable to you for any breach of these Terms, which arises because of any circumstances that we cannot reasonably be expected to control.

9.4 The Contracts (Rights of Third Parties) Act 1999 does not apply to the agreement between you and us formed by these Terms.

9.5 If any part of these Terms is determined to be legally invalid or unenforceable, then the invalid or unenforceable provision will be deemed superseded by a valid, enforceable provision that most closely matches the intent of the original provision and the remainder of the Terms shall continue in effect.

9.6 You acknowledge and agree that in entering into these Terms you do not rely on, and shall have no remedy in respect of, any statement, representation, warranty or understanding (whether negligently or innocently made) of any person (whether party to these Terms or not) other than as expressly set out in these Terms as a warranty. Nothing in these Terms shall, however, operate to limit or exclude any liability for fraud.

9.7 Vodafone reserves the right at all times to disclose any information as Vodafone deems necessary to satisfy any applicable law, regulation, legal process or governmental request.

9.8 These Terms shall be governed and interpreted in accordance with English law and you and we both consent to the non-exclusive jurisdiction of the English courts.

9.9 The general terms and conditions of the Vodafone airtime service (or those of your service provider) and the terms and conditions of the Vodafone prepay service (as applicable) shall also apply when using the Vodafone Live! application if you have a mobile phone on the Vodafone network.

APPENDIX P II: PODMÍNKY UŽÍVÁNÍ VODAFONE LIVE!

1. Služba Vodafone live! je služba společnosti Vodafone Czech Republic a.s. (dále jen společnost Vodafone), která umožňuje zákazníkům společnosti Vodafone přístup na portál Vodafone live!. Prostřednictvím portálu Vodafone live! (dále jen „portál“) poskytuje Vodafone svým zákazníkům přístup k multimediálnímu obsahu Vodafone nebo třetích stran na internetových či wapových stránkách prostřednictvím sítě elektronických komunikací. Služba Vodafone live! zahrnuje možnost stáhnutí obsahu (download) do mobilního telefonu zákazníka, jeho dočasné zobrazení (browsing), přehrání (streaming) a zasílání obsahu s využitím technologií jako např. SMS, MMS.
2. Obsahem se rozumí jakýkoli obsahový materiál zpřístupněný zákazníkům prostřednictvím služby Vodafone live!. Podle účelu a typového zařazení obsahu Vodafone rozděluje obsah do kategorií na (i) obsah ke stažení (downloadable obsah) zahrnující veškerý obsah Vodafone v sekcích Hry a aplikace, Obrázky, Video a Hudba, a (ii) zpřístupněný obsah třetích stran na internetových a wapových stránkách třetích stran.
3. Pokud bude zákazník přistupovat a zobrazovat internetové a wapové stránky třetích stran prostřednictvím portálu Vodafone live!, tj. prostřednictvím přístupového bodu Vodafone live!, tak bude obsah přizpůsobován zobrazení pro zákazníkem užívaný mobilní telefon za účelem zrychlení zobrazování obsahu a zkvalitnění internetu a wapu v mobilních telefonech k čemuž Vodafone zpracovává IMEI mobilního telefonu zákazníka, tj. unikátní číslo stanovené výrobcem pro každý mobilní telefon.
4. Službu Vodafone live! (dále jen „služba“) může využívat každý zákazník společnosti Vodafone, který má aktivovanou SIM kartu spolu se službou Vodafone Připojení, tj. některým z datových tarifů společnosti Vodafone a nastavením telefonu pro využívání této služby včetně Vodafone předplacené karty s datovým tarifem společnosti Vodafone a tuto SIM kartu používá ve Vodafone live! mobilním telefonu (Vodafone live! zákazník) nebo jiném mobilním telefonu s nastavením přístupového bodu Vodafone live!. Vodafone live! mobilní telefon je telefon, který na svém krytu nese značku Vodafone a který má speciální tlačítko (ať už fyzické či softwarové, tzv. soft key), které umožňuje přímý přístup na portál Vodafone live!. Vodafone live! telefony jsou dostupné v nabídce Vodafone.
5. Vodafone zaručuje možnost využívání služby v plném rozsahu pouze v případě použití Vodafone live! mobilních telefonů zakoupených u společnosti Vodafone.
6. Služba je při splnění podmínek užívání služby aktivní automaticky, protože službu Vodafone Připojení mají automaticky aktivní všichni noví zákazníci, pokud si ji nedeaktivují. Vodafone live! telefon zakoupený u Vodafone je automaticky nastaven pro využívání služby Vodafone Připojení.
7. Zákazníci s předplacenou kartou nemohou službu využívat v zahraničí. Službu mohou v zahraničí využívat pouze tarifní zákazníci, kteří mají aktivované roamingové služby společnosti Vodafone. Seznam zemí, v nichž je možné využívat službu Připojení roaming a MMS Roaming, je na www.vodafone.cz. Při využívání služby v zahraničí bude zákazníkovi po dobu připojení na portál účtována cena za

připojení v zahraničí podle platného ceníku služby Vodafone Připojení; jinak platí podmínky služby včetně cen obsahu.

8. Zákazník při prvním užití SIM karty ve Vodafone live! telefonu, má právo využít nabídku společnosti Vodafone na stažení jedné položky z každé sekce Hudba, Hry a aplikace, Video a Obrázky po dobu 30 dnů ode dne prvního užití SIM karty ve Vodafone live! telefonu (dále jen „nabídka“). K jedné SIM kartě (telefonnímu číslu) může zákazník tuto nabídku využít pouze jednou.
9. Vodafone si vyhrazuje právo portál, jeho strukturu, zařazený obsah a služby poskytované prostřednictvím portálu kdykoliv aktualizovat a měnit. Nově zavedené služby nebo nabídky mohou podléhat zvláštním podmínkám.
10. Vodafone nenes odpovědnost za jakoukoliv škodu vzniklou zákazníkovi v důsledku stažení obsahu do mobilního telefonu prostřednictvím portálu či internetových a wapových stránek třetích stran zpřístupněných prostřednictvím služby.
11. Zákazník bere na vědomí, že Vodafone je nositelem autorských práv ke stránkám tvořícím portál včetně práv ke zveřejnění obsahu; jakékoliv jejich užití třetí osobou je podmíněno souhlasem Vodafone. Zákazník zejména není oprávněn portál ani jeho části jakkoliv napodobovat, reprodukovat nebo kopírovat. Zákazník má právo využívat portál a obsah Vodafone pouze v rozsahu podmínek služby Vodafone live!.
12. Obsah zpřístupněný prostřednictvím portálu je chráněn autorskými právy. Zákazník je oprávněn obsah získaný prostřednictvím portálu využít výhradně pro svou osobní potřebu, není tedy zejména oprávněn ho kopírovat, přeposílat či jinak distribuovat nebo využít pro komerční účely. Užívání obsahu chráněného autorskými právy může být omezeno prostřednictvím technologických prostředků zamezujících neoprávněnému nakládání s obsahem (např. tzv. Digital Rights Management).
13. Prostřednictvím portálu nebo zadáním URL na portálu může zákazník vstoupit na internetové a wapové stránky třetích stran, které nejsou součástí portálu. Za zobrazování a stahování obsahu na internetových a wapových stránkách třetích stran nenes společnost Vodafone jakoukoliv odpovědnost.
14. Prostřednictvím portálu může zákazník získat přístup k obsahu, který není určen osobám mladším 18 let nebo může být zákazníkem vnímán jako neslušný či nevhodný. Zákazník bere na vědomí, že je na jeho vlastní uvážení a na jeho vlastní riziko, zda k takovému obsahu přistoupí. Zákazník zároveň nesmí takový obsah zpřístupňovat jiným osobám mladším 18 let. Přístup k takovému obsahu v rámci služby lze omezit nastavením příslušného profilu (profil Dítě) na stránkách www.vodafone.cz v sekci Samoobsluha Můj Vodafone.
15. Zákazník neplatí za užívání služby, ale platí za související datové přenosy při jejím užívání, tj. za zobrazování obsahu třetích stran nebo stahování obsahu třetích stran z internetových a wapových stránek prostřednictvím služby, dle svého aktivního datového tarifu.
16. Za prohlížení a užívání níže uvedených sekcí :
 - (i) domovská stránka portálu Vodafone live!,

- (ii) sekce Menu, Moje, Info a ceny včetně podsekcí,
 - (iii) výsledky vyhledávání zadaných na domovské stránce v sekci Hledej na Seznam a v sekci Hledat,
 - (iv) Mobilní samoobsluha,
 - (v) aplikace Vodafone live! Student SMS Grátis 2.0,
 - (vi) sekce Stahuj a podsekcce Hry a aplikace, Hudba, Obrázky a Videá, nejsou datové přenosy zákazníkovi zpoplatňovány.
- V sekcích Stahuj a podsekcích Hry a aplikace, Hudba, Obrázky a Videá jsou zákazníkovi účtovány ceny při downloadu za downloadable obsah.

17. Ceny za obsah ke stažení jsou uvedeny zde. Ceny služeb uvedených jako zdarma jsou zahrnuty v ceně ostatních služeb elektronických komunikací poskytovaných zákazníkovi.
18. V případě přerušení připojení v průběhu stahování obsahu Vodafone prostřednictvím portálu bude cena příslušného obsahu ke stažení účtována v plné výši. Soubory, jejichž stahování nebylo úspěšně dokončeno, budou uloženy na portálu na stránce Moje v části Moje soubory a zákazník může stažení příslušného obsahu dokončit kdykoliv po opětovném obnovení připojení k portálu; cena příslušného obsahu ke stažení nebude v případě dokončení jeho stahování zákazníkovi účtována opakovaně.
19. Při přístupu na portál prostřednictvím Vytáčeného spojení bude zákazníkovi po dobu připojení na portál účtována cena za připojení podle platného ceníku (cena za připojení je účtována po minutách); jinak platí podmínky služby včetně cen obsahu.
20. Ceny účtované společností Vodafone zákazníkovi za downloadable obsah jsou v rámci služby Chytrý přehled zahrnuty v celkové částce útraty.
21. Za účelem zkvalitňování služeb a produktů a zkvalitňování nabídky služeb a produktů zákazníkovi na portálu Zákazník bere na vědomí a souhlasí s využitím informací o využitelnosti portálu a návštěvnosti internetových a wapových stránek, zejména pro tzv. cílenou reklamu.
22. Pokud si zákazník nepřeje tzv. cílenou reklamu, tak má právo toto oznámit společnosti Vodafone prostřednictvím zákaznické linky. Využívání těchto informací bude ukončeno v přiměřené lhůtě dle technických a administrativních možností. Pro vyloučení pochybností Vodafone upozorňuje, že budou zákazníkovi i nadále v rámci užívání portálu zobrazovány reklamní bannery.
23. Zákazník vyjadřuje svůj souhlas s těmito podmínkami každým přistoupením na portál, tj. využitím služby. Přistoupením na portál zákazník současně bere na vědomí, že v souladu s těmito podmínkami mu budou prostřednictvím portálu zobrazovány reklamní bannery.
24. V otázkách neupravených v těchto podmínkách služby platí Všeobecné podmínky pro poskytování služeb elektronických komunikací, platný Ceník služeb a podmínky uvedené v tištěných materiálech společnosti Vodafone, případně na stránkách www.vodafone.cz.

25. Vodafone má právo tyto podmínky kdykoli aktualizovat či měnit, a to s účinností ode dne zveřejnění změn na stránkách www.vodafone.cz, nebude-li stanoven pozdější termín účinnosti.

26. Tyto Podmínky nabývají platnosti a účinnosti dne 6.11.2008 a v plném rozsahu nahrazují podmínky platné do tohoto data.