

GENERAL TERMS AND CONDITIONS OF CLOUD JABLOTRON

No. EN_GTC_20180525
Effective from: 25 May 2018

BETWEEN

- (1) the provider of Cloud JABLOTRON, i.e., company **JABLOTRON ALARMS a.s.**, reg. No.: 286 68 715, registered office Pod Skalkou 4567/33, 466 01 Jablonec nad Nisou, Czech Republic, registered in the Commercial Register administered by the Regional Court in Ústí nad Labem, section B, file No. 1957 ("**Provider**");

and

- (2) the user of Cloud JABLOTRON, i.e., the person accessing Cloud JABLOTRON and using it legitimately ("**User**");

(the Provider and the User hereinafter collectively referred to as "**Parties**", each of them individually as a "**Party**")

WHEREAS

- (A) Cloud JABLOTRON is the basic user interface for individual Services of the Provider, which are, as at the date of effect of these GTC, the following specialised Services: MyCOMPANY, MyJABLOTRON, SDC (Security Data Connector), GSM Heating Control, Video-online, and Video Recording.
- (B) The Provider is interested in providing, under conditions stipulated in these GTC, Users with a possibility to create their own Account in Cloud JABLOTRON and use the provided Services through the Account (the terms as defined below).
- (C) Users who have been allowed to access their Account may, under the conditions below, use Cloud JABLOTRON and the functionality of the Account, which is defined by individual activated Services.
- (D) The Provider expresses its will to be bound by these GTC by publishing them on the Website.
- (E) The contractual relationship regulated by these GTC is established between the Parties at the moment when the User completes Account Sign-up or Device Registration and expresses their will to be bound by these GTC by clicking the "*I agree to the Cloud JABLOTRON General Terms and Conditions*". At that moment, the GTC are accepted by the User.
- (F) CERTAIN PROVISIONS IN THESE GTC THAT COULD RAISE DOUBTS AS TO WHETHER THEY CAN BE REASONABLY EXPECTED BY THE USER ARE WRITTEN IN CAPITAL LETTERS. BY ENTERING INTO THE CONTRACTUAL RELATIONSHIP UNDER THESE GTC, THE USER EXPRESSLY ACCEPTS SUCH PROVISIONS.

THE FOLLOWING IS AGREED:

1. DEFINITION OF TERMS

1.1. The capitalized terms listed in these GTC have, based on the will of the Parties, the following meaning:

“Activation”	means the moment when the Provider enables the User to access the Account and to make use of the Account’s functionalities made available;
“Updates”	means software whose purpose is to update the source code of the Application, its extension, reduction or any other correction;
“Application”	means software whose functionality is made available to the User only after download and installation of a separate computer program on a compatible device, in particular a mobile device or tablet, etc.; for example, MyJABLOTRON application;
“Applicable Regulations”	means a set of regulations and standards the User is to comply with, in particular <ol style="list-style-type: none">1. these GTC;2. terms and conditions of Providers of Support Services related to Cloud JABLOTRON or any of Services which are (or are to be) known by or made available to the User;3. terms and conditions of Partners relating to any Service that are (or must be) known or made available to the User;4. legal regulations in force and effect in places where Devices and the User are located;5. legal regulations of the governing Czech law;6. authorization provided to the User by another User of Cloud JABLOTRON in cases referred to in par. 5.8 hereof;
“Certificate”	means a certificate issued by the Provider or another authorised person which certifies that a Mounting Partner has participated in the Provider’s training and has been acquainted with the environment of the Cloud JABLOTRON, Services and Devices;
“Cloud JABLOTRON”	means the basic user interface for individual Services, which is the starting point enabling the User to access and use activated Services;
“Data”	means all data, files or other information created by the User or originated for the User in connection with the use of Cloud JABLOTRON (or the Device(s)) or created, used or stored by the User as part of Accompanying Aspects of Cloud JABLOTRON made available by the Provider. Data also includes Personal Data;

<p>“Effective Period of the GTC”</p>	<p>means the period from the beginning of effect of the GTC laid down by the Provider until the end of the calendar month of following the month when the GTC became effective, unless the effect of the Successor GTC is prolonged pursuant to par. 14.2 hereof;</p>
<p>“Domain”</p>	<p>means the second-level domain name “MyJABLOTRON.com”;</p>
<p>“Accompanying Aspects”</p>	<p>means any functional and user options made available by the Provider through the Account which are not directly related to achieving the purpose of any of Services (e.g. the logbook or storage of photographic records, etc.);</p>
<p>“Email address”</p>	<p>means an email address of the mailbox managed by the User which the User enters during Account Sign-up or which the User entered in the Account settings as the contact address (depending on which information was provided to the Provider later);</p>
<p>“GSM Heating Control”</p>	<p>means a <u>Service made available to Users for a fee</u>, which consists (i) in a possibility to access the Device in the MyJABLOTRON user interface and to use all additional functions of the Device available in Cloud JABLOTRON in the GSM heating control section as these functions are described in the user manual accompanying the respective Device; (ii) in secure processing of data for MyJABLOTRON; and (iii) in provision of extended service support to Users of the GSM heating control Service, as further specified in special terms and conditions of the GSM heating control Service; all this under conditions stipulated in special terms and conditions of the GSM Heating Control Service;</p>
<p>“Information”</p>	<p>means any information which the User has provided the Provider or a Related Party with during Account Sign-up or Device Registration and information provided by the User to the Provider any time after Activation (with the exception of Data);</p>
<p>“License”</p>	<p>means authorization to exercise the right to use Software or any part thereof;</p>
<p>“Mounting Partner”</p>	<p>means a person authorised by the Provider or any authorised person to, in their own name and on their own account, (i) compile and make business offers for the delivery of Device(s) and related services to End Users; and (ii) draw bonus offers and order Device(s) and services from the Provider or Related Parties; and (iii) use functionalities of MyCOMPANY;</p>
<p>“MyCOMPANY”</p>	<p>means a <u>Service made available to Mounting Partners</u> which allows to compile business offers, draw bonus offers, order Devices and services from the Provider or Related Parties; all this under terms and conditions stipulated in special terms and conditions of MyCOMPANY;</p>

“MyJABLOTRON”	means a <i>Service made available to Users</i> which allows to view the state of Device(s) remotely; all this under terms and conditions stipulated herein;
“Successor GTC”	means general terms and conditions of the Provider published in the manner referred to in Art. 14 hereof;
“Commercial communication”	means informative, marketing, advertising or commercial communications (i) in electronic (digital) form sent through email to the Email address; or (ii) in paper (hardcopy) form sent by mail;
“Personal Data”	means any information about an identified or identifiable natural person, i.e., information about Users and other natural persons whose Personal Data are processed in the context of use of Cloud JABLOTRON and Services. The extent of data of Users processed by the Provider is specified in the Privacy Policy published on the Website;
“Partner”	means a party who is a major contractual partner of the Provider in a specific territory;
“Providers of Support Services”	means any of the entities whose services are used for the operation of the Cloud JABLOTRON or a Service (e.g. it means providers of services or manufacturers of products or devices of hardware character that are necessary for commissioning of the Cloud JABLOTRON or a Service); in particular, this means, but is not limited to, (i) providers of telecommunication services as services of electronic communications within the meaning of generally applicable legal regulations which enable transfer of signals to and from the Device); and (ii) providers of cloud solutions (server hosting, web hosting, etc.);
“Account Sign-up”	means a process leading to the setup of an Account in Cloud JABLOTRON; the Account Sign-up starts with entering the data on the Website or launching the Application and ends with Activation;
“Device Registration”	means a procedure leading to adding a Device to the Cloud JABLOTRON either by adding the Device into an existing Account or by adding the Device with a concurrent setup of a new Account; Device Registration starts with entering the data on the Website or in the Application and ends with the Provider's or Related Party's confirmation of successful addition of the Device to the User's Account;
“Complaint”	means exercise of the right from liability for defects in the provision of Services;

<p>“SDC” / “Security Data Connector”</p>	<p>means a <i>Service made available to Users for a fee</i> which consists in (i) a guaranteed possibility of access to MyJABLOTRON user interface; (ii) secured processing of data for MyJABLOTRON; and (iii) provision of extended service support to SDC Users as detailed in special terms and conditions of SDC; all this under conditions stipulated in special terms and conditions of the SDC Service;</p>
<p>“Service(s)”</p>	<p>means services and functionalities of Software made available to a User in the User’s Account through the Website, Applications or Updates after the User’s expressed consent with these GTC; this includes services with business names of MyJABLOTRON, MyCOMPANY, SDC (Security Data Connector), GSM Heating Control, Video-online, and Video Recording;</p>
<p>“Software”</p>	<p>means the following categories of software products:</p> <ol style="list-style-type: none"> 1. software whose user interface (front-end) is made available to the User on-line through the Internet on the Domain; 2. Applications; and 3. Updates;
<p>“Consumer”</p>	<p>means a natural person, User, who beyond their business activities or beyond their autonomous exercise of their profession accesses and legitimately uses the Cloud JABLOTRON, Services and Device(s);</p>
<p>“Controller”</p>	<p>is a natural or legal person, a public authority, agency or another entity which alone or jointly with others determines the purposes and means of processing of Personal Data;</p>
<p>“Joint controllers”</p>	<p>means several persons who jointly determine the purposes and means of processing of Personal Data;</p>
<p>“Data subject”</p>	<p>is an identified or identifiable natural person to whom Personal Data relate;</p>
<p>“Related Parties”</p>	<p>means (i) persons connected with the Provider, i.e. persons controlling the Provider, persons controlled by the Provider or persons acting in concert with the Provider; (ii) Partners; and (iii) persons authorised by the Provider to manage accounts or through which account management is carried out.</p>
<p>“Account”</p>	<p>means user interface of Cloud JABLOTRON established and available for Users from the Website or an Application after entering login credentials;</p>
<p>“Secondary user”</p>	<p>is a person who has access to Cloud JABLOTRON from the User based on secondary access permissions;</p>

"Video-online"	means a <i>Service made available to Users</i> , which allows an automatic view of online transmission of a video recording from the Device connected to Cloud JABLOTRON remotely using the Internet, and capturing of up to 10 video sequences; all this under conditions stipulated in these GTC;
"Video Recording"	means a <i>Service made available to Users for a fee</i> , which allows recording of video recording transmitted from the Device in the storage and replaying it, and capturing of up to 60 video sequences; this Service is provided by the Provided only to some Partners, and this Service can be ordered under conditions stipulated in these GTC and special terms and conditions of the Video Recording Service or in special terms and conditions of Partners;
"GTC"	means these general terms and conditions and any Successor GTC adopted pursuant to 14.3 below, which are general terms and conditions of use of Cloud JABLOTRON, Services and Software;
"Force Majeure"	means any act, event or state that is outside the sphere of influence of the Provider (e.g. hacker attacks or dissemination of computer viruses) and that disables or impedes proper operation or functionality of the Cloud JABLOTRON or Services, including cases of failure to fulfil obligations on the side of Providers of Support Services, or on the side of Partners;
"Website"	means the website and the content displayed on the Domain;
"Privacy Policy" / "Policy"	means the document governing the protection of privacy and Personal Data of Users published on the Website;
"Device"	means any of products whose state may be checked in Cloud JABLOTRON and whose connection Cloud JABLOTRON allows and which is registered and has a unique <i>RegKey</i> code or another similar code.
"Processor"	means the person processing Personal Data for the Controller based on the Controller's instructions, for example (but not limited to), saves video recordings from User's Device, stores photographs made by User's Device or saves information about customers in the context of MyCOMPANY;
"Processing Agreement"	is an agreement entered into between the Provider and a User. It defines mutual rights and obligations between the parties for cases where the User is the Personal Data Controller and the Provider their Processor. The Processing Agreement is placed below the text of these GTC, and the User who is a Personal Data Controller accepts both the GTC and the Processing Agreement at the same time.

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- 1.2. Interpretation provision. Unless stipulated otherwise herein or unless it follows from the meaning of a particular provision otherwise, then any time when these GTC regulate the use of Cloud JABLOTRON, such provision includes, based on the will of the Parties, also the use of any Service.
 - 1.3. Rights in favour of Related Parties. Where the Provider gains any rights under these GTC (for example, a right to terminate or restrict access to Cloud JABLOTRON in the event of violation hereof, or a right for a fee in the case of fee-based Services, etc.), the Parties agree that such a right may be exercised against such User by a Related Party, and in such case the User is to perform for such Related Party. The User acknowledges that the Provider may authorise a Related Party to manage the User's Account. In such case, the possibilities of management of the Account by the Provider are limited by the possibilities of management of the Account of the Related Parties. In the case of any non-standard situation, the User will deal directly with the Related Party.
 - 1.4. Liability relationships (liability for defects and liability for harm) of free-of-charge phases of the SDC and GSM Heating Control Services and other fee-based Services are governed by these GTC.

2. SUBJECT-MATTER OF THE GTC

- 2.1. The subject-matter hereof is regulation of the contractual relationship between the Provider and the User, stipulation of mutual rights and obligation of the Parties with respect to the Cloud JABLOTRON, and stipulation of conditions under which the Provider will allow (in the absence of Force Majeure) the User to access and use the Cloud JABLOTRON.

3. CLOUD JABLOTRON

- 3.1. Cloud JABLOTRON terms and conditions. These GTC are general terms and conditions of Cloud JABLOTRON and individual Services. Each Service is available for Users under conditions stipulated herein and in special terms and conditions regulating the access and use of each Service.
- 3.2. Accompanying Aspects. Accompanying Aspects are not related directly with achieving the purpose of any Service. The User is solely liable for their use and the manner of their use. The Provider does not guarantee Accompanying Aspects and bears no liability.
- 3.3. Fee-based Services. Where any Service is to be provided based on a fee, the Provider, or a Related Party, agrees to inform the User-Consumer, before entering into such fee-based agreement, in an appropriate form of **(i)** the price for which the Service will be provided, and information on any taxes, fees and costs of delivery of the Service; **(ii)** qualitative parameters which must be met if such a fee-based Service is to be considered duly provided; and **(iii)** technical parameters which are a prerequisite of due provision of a fee-based Service.

PAYMENT FOR SERVICES MAY BE CARRIED OUT THROUGH AVANGATE B.V., REGISTERED OFFICE 26 II PRINS HENDRIKLAAN, BD1075 AMSTERDAM, THE NETHERLANDS.

- 3.4. Free Services. MyJABLOTRON, MyCOMPANY and Video-online are provided free of charge.
- 3.5. MyJABLOTRON. The purpose of MyJABLOTRON is to enable the User to access their Account and obtain information about the state of Device(s). MyJABLOTRON is made available to the User upon Account Sign-up or Registration of the User's Device. MyJABLOTRON is provided to Users without any guarantees and *as-is*. The User does not have any entitlements against the Provider in terms of liability for defects; in case

of liability for harm in connection with MyJABLOTRON, common provisions in Art. 13 hereof will apply.

4. LIMITS OF CLOUD JABLOTRON AND SERVICES

- 4.1. Limitations, maintenance. The Provider reserves the right to limit, temporarily and for a necessary time, access to Cloud JABLOTRON, mainly due to updates and maintenance of Cloud JABLOTRON, including technical shutdowns. As a result, some or all essential features of Cloud JABLOTRON may be out of operation temporarily and there may be, for example, delays in the delivery of email messages, SMS or MMS messages, or failure to record transmitted image as part of Video Recording. If allowed by the nature of the cause of such limitation, the Provider will inform about the time and extent of such limitation in advance.
- 4.2. Force Majeure. Due to the fact that proper operation and functionality of the Cloud JABLOTRON is subject to proper provision of services by Providers of support services and proper functionality of their products, or proper provision of services by Partners, the Parties hereto are aware and agree that should an event of Force Majeure occur, access to the Cloud JABLOTRON may be limited. The Provider is to take measures it considers feasible and efficient to eliminate negative consequences of any event of Force Majeure. HOWEVER, THE PROVIDER DOES NOT ASSUME ANY LIABILITY FOR NEGATIVE CONSEQUENCES OF AN EVENT OF FORCE MAJEURE SINCE THE ORIGIN OF SUCH EVENT IS ENTIRELY OUTSIDE THE PROVIDER'S CAPABILITY TO INTERVENE.
- 4.3. Threat of punitive obligation. Should the Provider face, at any time in the future, any punitive or fee obligations from the side of a third person in connection with Cloud JABLOTRON (or in connection with the Device), the Provider expressly reserves the right to limit User's access to the Account, Services or Accompanying Aspects.
- 4.4. Prolongation of the Activation period. Where the Provider is to, as part of any Service, carry out Activation in a certain period following fulfilment of terms, such a period will always be prolonged by a period for which the Provider is unable to, due to any circumstances, carry out Activation in the agreed period. These circumstances include in particular, but not limited to, circumstances foreseen in par. 4.1 or par. 4.2 hereof.
- 4.5. Third-party materials. The Parties acknowledge that certain parts of the Cloud JABLOTRON may contain third-party materials and information; in addition, the Provider may provide the User with links to third-party websites. The Provider provides the User with such links only for the purpose of personal use of the link destination by the User. The User agrees not to use such third-party materials or link destinations in a manner infringing or violating third-party rights; in particular the User will not use them for the purpose of achieving commercial advantage or obtaining another economic advantage.

5. ACCOUNT SIGN-UP, DEVICE REGISTRATION AND ACCESS TO CLOUD JABLOTRON

- 5.1. Age restriction for Users. The Cloud JABLOTRON may be used both by Users who have reached the age of majority and by persons over fifteen years of age, however provided such younger persons have adequate mental and volitional abilities and therefore have an appropriate legal capacity.
- 5.2. Account Sign-up and Device Registration. The User undertakes to provide the requested Information during the Account Sign-up and Device Registration truthfully, accurately and completely; should such Information become outdated or inaccurate during using the Cloud JABLOTRON, the User is to inform the Provider about this fact and at the same time provide the Provider with up-to-date true, complete and accurate Information. The User is responsible for outdated, false, incomplete or inaccurate Information about the User or Device(s).

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- 5.3. Online access to Cloud JABLOTRON. After Account Sign-up, the Provider will enable the User to access their Account and use the Services made available within the Account. The User undertakes to **(i)** use only the Website or legal Applications to access the Cloud JABLOTRON; **(ii)** use and manage the Services only via the Account. The User undertakes not to use any tools or interfaces to access Services other than the interfaces made available by the Provider on the Website and in Applications.
- 5.4. Principal and secondary access permissions. After Account Sign-up, the User may set up secondary access for their Account and each Service to allow, in addition to principal (administrator's) permissions, Secondary Users, i.e., persons with secondary access permissions, use selected functionalities of the User's Account (i.e., to allow for example a Mounting Partner or another User to access the Account).
- 5.5. Access Permissions. The User acknowledges and agrees that is solely responsible
- 5.5.1. for the security (keeping confidential) of principal login credentials to their Account in the Cloud JABLOTRON;
 - 5.5.2. for careful consideration whether, to whom and to what extent allow access to the functionalities of their Account using secondary access permissions;
 - 5.5.3. for all acts and any administration or control of the Account, the Cloud JABLOTRON or Device(s) that will be carried out through the User's Account or using the User's access permissions;
 - 5.5.4. for any manners of use of the Cloud JABLOTRON, Services and Device(s).
- Should any use of secondary access permissions to User's account lead to a breach of Applicable Regulations and occurrence of harm in connection with such a breach, the Provider assumes no liability for such harm.
- 5.6. Abuse of access permissions. Should the User learn about an unauthorized use of their access permissions, unauthorized access to the Account (or to any functionality of the Account), data breach or any unauthorized use of the Cloud JABLOTRON, the User is to immediately inform the Provider.
- 5.7. Limitation of Provider's liability. The Provider is not liable for any interventions, losses, defect or harm arisen from unauthorized access or use of the Account except in cases where such consequence was caused by negligence on the part of the Provider.
- 5.8. Access permissions of Secondary Users. Where any Secondary User obtains secondary access permissions for an account of another User of the Cloud JABLOTRON (i.e. a User with principal login credentials), the User is to **(i)** use the permissions in accordance with Applicable Regulations so as to prevent their abuse; and **(ii)** use them only to the extent permitted by the User of the Cloud JABLOTRON who provided the User with the secondary access permissions. The Secondary User is liable to the User for harm caused as a result of abuse of the secondary access permissions or as a result of exceeding the extent of thus provided permission. The User with principal access permissions is to acquaint the User with secondary access permissions with these GTC. Where a Processing Agreement is in place between the User and the Provider, the User who provides a Secondary User with secondary access permission to the Account, obliged to ensure that the Secondary User undertakes to comply with the Processing Agreement and the obligations arising from it. In the event the Secondary User refuses to comply with the Processing Agreement and the obligations resulting from it, the Secondary User is obliged to notify this to the User who had provided the Secondary User with the Account access permissions. The User is obliged to immediately remove the secondary access permission from the Secondary User.

6. PERMITTED USE OF CLOUD JABLOTRON

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- 6.1. Permitted use. The User undertakes to use the Cloud JABLOTRON, Services, Accompanying Aspects and Device(s) only in such manner and for such purposes consistent with the Applicable Regulations.
 - 6.2. Commercial benefit. The User undertakes not to reproduce, duplicate, copy, disseminate, sell, trade the Cloud JABLOTRON, Services or any parts thereof, mediate its sale or use for payment or other property benefit provided by third parties for any purpose without express prior agreement with the Provider. Furthermore, the User undertakes not to create or enable creation of any derived works of products from the Cloud JABLOTRON, Services or parts thereof.
 - 6.3. Anti-Hacking. The User undertakes:
 - 6.3.1. not to connect or attempt to connect or access the Cloud JABLOTRON or an account of another User through the Internet or otherwise in a manner other than via the interfaces permitted by the Provider;
 - 6.3.2. not to use or attempt to use the Cloud JABLOTRON, a Service or any part thereof in a different manner than that permitted by the Provider;
 - 6.3.3. not to interfere, in any manner, in the protection and security elements of the Cloud JABLOTRON, Services or Device(s); in particular, the User will not in any manner interfere in the technologies, programs, devices or parts that are designed to prevent or limit, in common operation, such actions in relation the Cloud JABLOTRON, Services, Device(s), Information and Data prohibited by these GTC or other Applicable Regulations.

Moreover, the User undertakes not to encourage any third person to act as described in par. 6.3 hereof.

- 6.4. Confirmation of copyright and industrial property rights. The User hereby acknowledges that:
 - 6.4.1. the Cloud JABLOTRON and the Device(s) are subject to copyright protection and rights arising from industrial property attributed by the law to the Provider or, where applicable, to Related Parties; all copyright and industrial property rights associated with the Cloud JABLOTRON and the Device(s) are therefore the property of the Provider or, where applicable, Related Parties and in favour of the Provider or, where applicable, Related Party.
 - 6.4.2. The designations used in connection with the Cloud JABLOTRON, Devices, individual Services (mainly Cloud JABLOTRON, JABLOTRON, MyCOMPANY, MyJABLOTRON, SECURITY DATA CONNECTOR (or SDC), GSM Heating Control, Video-online and Video Recording) are either **(i)** registered trademarks owned by the Provider or a Related Party or **(ii)** trade names specific to the Provider or Related Parties whose use by the User or a third person in commercial transactions would constitute prohibited unfair competition.

7. OBLIGATIONS OF THE USER AND THE PROVIDER

- 7.1. The User undertakes to:
 - 7.1.1. provide the Provider with all Information truthfully, accurately and completely;
 - 7.1.2. use only interfaces permitted by the Provider (see par. 5.3 hereof) to access the Account and keep in secrecy login credentials for the Account or any access or identification data enabling the use of the Cloud JABLOTRON (see par. 5.5 hereof);
 - 7.1.3. provide the Provider, at its request and in the specified time period, with other information or data that may be required in connection with the Cloud JABLOTRON (or the Device) after Activation;

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- 7.1.4. obtain consent with processing of Personal Data from each Data Subject from which such a consent would be required by Applicable Regulations and whose Personal Data would be obtained by the Device and are part of the Data; keep the consent referred to in the previous sentence throughout the entire period of processing and provide it to the Provider any time upon request;
 - 7.1.5. refrain from using the Cloud JABLOTRON, individual Services or Device(s) in a manner decreasing the value of the Cloud JABLOTRON, individual Services or Device(s) or affecting or endangering the reputation of the Cloud JABLOTRON, individual Services, Device(s), the Provider or any Related Party;
 - 7.1.6. refrain from using the Cloud JABLOTRON, individual Services and Device(s) in a manner exhibiting signs of illegal conduct or in a manner aiding or allowing commitment of conduct exhibiting the characteristics of an administrative offence or crime;
 - 7.1.7. refrain from using the Cloud JABLOTRON, individual Services and Device(s) in contradiction with par. 6.1 through 6.3 hereof;
 - 7.1.8. refrain from using the Cloud JABLOTRON, individual Services and Device(s) in a manner that is inconsistent with the Applicable Regulations or that would lead to consequences prohibited by the Applicable Regulations;
 - 7.1.9. refrain from using the Cloud JABLOTRON, individual Services and Device(s) in a manner that affects or could affect, in contradiction with the Applicable Regulations, any third-party rights, in particular, but not limited to:
 - fundamental rights and personal freedoms guaranteed by constitutional laws;
 - personal and property rights of other persons;
 - third-party copyright or copyright-associated rights or third-party designation rights;
 - third-party rights to respect for private and family life, home and correspondence;
 - 7.1.10. refrain from using the Cloud JABLOTRON, individual Services and Device(s) in the manner of unfair competition;
 - 7.1.11. comply with license conditions referred to in Art. 10 hereof.
 - 7.1.12. process Personal Data contained in the Data using Devices and, in the Cloud JABLOTRON account, using Services in accordance with Applicable Regulations and the Processing Agreement, where applicable;
 - 7.1.13. ensure that all Secondary Users the User provides with access permissions to the Account proceed according to Applicable Regulations in processing Personal Data and undertake to comply with these GTC and the Processing Agreement, where applicable; where the Secondary User refuses to adhere to the Processing Agreement and the resulting obligations, the User is obliged to remove the secondary access permissions to the Account from the Secondary User.
- 7.2. The provisions in 7.1(7.1.4) through (7.1.11) hereof also apply by analogy to the use of Accompanying Aspects by the User.
 - 7.3. The User further undertakes to:
 - 7.3.1. use the Cloud JABLOTRON, the Account and Device(s) only in such manner and extent so as not to incur any harm in the event that the Provider uses any of its rights hereunder or under Applicable Regulations;
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- 7.3.2. regularly back up (without any prior notification by the Provider), to its own data carriers, Data the loss of which could cause any material or non-material harm to the User; the regularity of the obligation to back up Data depends in each single case on the purpose for which the User uses the Cloud JABLOTRON and Device(s), and on the User's reasonable consideration;
 - 7.3.3. notwithstanding the above subparagraphs of par. 7.3 hereof, the User is obliged, upon the request of the Provider, to back up all the Data in order to secure Data will not be damaged or destroyed.
- 7.4. The User further undertakes to:
- 7.4.1. use the Device, the Cloud JABLOTRON, Device(s) and the Data solely for the purposes of protection and surveillance of the User's own property, property of User's close persons (with their consent) and property to which the User has other property rights or rights of use;
 - 7.4.2. the User further undertakes to inform all persons whose Personal Data the User will process (Subjects) using Devices and Services in the Cloud JABLOTRON account of such processing as stipulated in Applicable Regulations;
 - 7.4.3. the User undertakes to use the Cloud JABLOTRON, Devices and Services only to such processing of Personal Data (part of Data) for which the User has a legitimate basis. In the case of processing of Personal Data that may only be based on consent, the User undertakes to obtain consent in the form required by Applicable Regulations;
 - 7.4.4. use the Cloud JABLOTRON, Services, Device(s) and Data in accordance with legal norms that regulate systems and devices eligible for capturing photographic, audio or video records in the place **(i)** of the country where the Device(s) is/are currently located; and **(ii)** the country where the User is located (or from which the User accesses their Account).
 - 7.4.5. LOG IN THE ACCOUNT AT LEAST ONCE (1) PER MONTH IN ORDER TO HAVE UP-TO-DATE KNOWLEDGE OF THE CONDITIONS UNDER WHICH THE SERVICES ARE PROVIDED.
- 7.5. The Provider undertakes:
- 7.5.1. not to abuse any of its rights it has hereunder in a manner that would unreasonably interfere with the possibility of the User's using the Cloud JABLOTRON or Device(s);
 - 7.5.2. to protect Information received from the User and treat it only in a manner and within the limits laid down in these GTC and Applicable Regulations;
 - 7.5.3. not to make accessible the User's Account, information about Devices, Information or Data (including Personal Data) to any third parties except the following: **(i)** the disclosure is required by law or Applicable Regulations; or **(ii)** the disclosure is ordered by a public authority, an administrative authority, court or arbitral tribunal; **(iii)** the disclosure is necessary to protect the legitimate interests of the Provider;
 - 7.5.4. make the User's Account accessible outside the conditions referred to in par. 7.5.3 of these GTC only if the **(i)** disclosure is in the interest of the User and it is at the same time necessary for proper operation of Cloud JABLOTRON (or its update or upgrade) and at the same the persons to whom the data are made accessible are bound by a confidentiality obligation; **(ii)** the User has shared its Account (or its part) with a Mounting Partner or another Secondary User (see par. 5.4 of these GTC); and at the same if a Processing Agreement is in place, also if such a disclosure is in accordance with the provisions of the Processing

Agreement on the involvement of other Processors.

8. TERMINATION OF ACCESS

- 8.1. THE PROVIDER IS, AT ANY TIME, ENTITLED TO TERMINATE THE USER'S ACCOUNT, PREVENT OR RESTRICT THE USER'S ACCESS TO THE CLOUD JABLOTRON, PREVENT OR RESTRICT THE USE OF INDIVIDUAL OR ALL SERVICES if:
- 8.1.1. the User violates any of their obligations referred to in par. 7.1 and 7.4 hereof or another obligation they have under the Applicable Regulations in relation to the Cloud JABLOTRON or any Service;
 - 8.1.2. the User does not use the Cloud JABLOTRON and does not access the Account within one (1) year of Activation;
 - 8.1.3. the contractual relationship is terminated with the User under these GTC or under special terms and conditions applicable to the use of any Service;
 - 8.1.4. it is required by Applicable Regulations or ordered by a public authority, an administrative authority a court or an arbitral tribunal;
 - 8.1.5. the Provider deems this appropriate with regard to the protection of interests of the Provider or a Related Party.
 - 8.1.6. The User breaches Applicable Regulations on the protection of Personal Data and/or the User breaches obligations arising from the Processing Agreement, where applicable.

Before exercising this right under this paragraph, the Provider is to inform the User about the contemplated termination of account well in advance.

- 8.2. Where the Provider asserts the right under the previous paragraph, the Provider is to simultaneously ensure that any Data of the User are no longer used. The Provider is to inform the User of this fact by an email sent to the Email address.
- 8.3. Termination of User's access to the Video Recording Service under this article results in the termination of the contractual relationship between the User of the Video Recording Service and the Partner.
- 8.4. Where the User manages Personal Data of other persons in connection with the use of Cloud JABLOTRON, the access to Cloud JABLOTRON and provision of Services based on these GTC is also subject to the Processing Agreement entered into between the User and the Provider. Termination of the contractual relationship established by the Processing Agreement will result in termination of provision of Services in connection with which the User manages Personal Data of other persons.
- 8.5. Termination of the contractual relationship between the User and the Provider will result in erasure of any Personal Data processed based on the Processing Agreement, in the manner and within the time limits set out in the Processing Agreement.

9. CONTENT

- 9.1. Due to the nature of the Cloud JABLOTRON as a platform instrument whose set-up and manner of use are fully within the control of the User, it is *the User* who is liable for any defective manner of use (i.e. contrary to these GTC, special terms and conditions of any Service or contrary to the Applicable Regulations), both towards the Provider and any third persons that may potentially be the injured parties, and towards public authorities or state administration authorities.
- 9.2. The User is the Controller of Personal Data processed in Cloud JABLOTRON by Devices and Services and as such is responsible for processing Personal Data in accordance with Applicable Regulations, Processing Agreement, where applicable,

and, if appropriate, the relevant parts of the Privacy Policy.

9.3. Therefore, the User acknowledges and expressly agrees that:

9.3.1. the User is solely liable for all Data the User has access to while using the Cloud JABLOTRON or that arise from using Device(s) because solely the User decides on the manner of using individual Services and Devices and on whether or how the Data are obtained and handled in accordance with the Applicable Regulations or not; however, this does not apply where it is proved that the Provider violated, in handling the Data, these GTC or other Applicable Regulations;

9.3.2. the User is solely liable for all Data the User creates, displays, sends or stores via the Cloud JABLOTRON, and the User expressly agrees that the Provider does not and cannot assume any liability in connection with the Data (except cases where the Provider fails to fulfil its obligations hereunder, under the Processing Agreement, where applicable, or under other Applicable Regulations);

9.3.3. due to the nature of the Cloud JABLOTRON and Device(s), User's Data are not subject to copyright protection (they are not a unique result of User's creative intellectual activity).

10. SOFTWARE LICENSE

10.1. Use of the Software. Due to the nature of the Software as a copyright work, whereas the person entitled to exercise property rights of granting of Licenses is the Provider, the User is hereby authorised to exercise the right to use the Software to the extent and under the conditions stipulated in Art. 10 hereof.

10.2. As-is. The Software is provided to the User as-is. UNLESS EXPRESSLY STIPULATED OTHERWISE IN SPECIAL TERMS AND CONDITIONS OF ANY SERVICE, THE USER DOES NOT HAVE ANY ENTITLEMENTS FROM THE PROVIDER IN TERMS OF LIABILITY FOR DEFECTS OR LIABILITY FOR HARM.

10.3. Licensing conditions. The License is granted as non-transferable and non-exclusive, valid in all the countries worldwide. The provisions hereof regulating the use of the Cloud JABLOTRON are at the same time related and inseparable contractual arrangements applicable to the use of the Software. Violation of the GTC in provisions regulating the use of the Cloud JABLOTRON constitutes at the same time a violation of licensing conditions for the Software with the same consequences and gives rise to the same rights on the side of the Provider.

10.4. License extent. The License is provided only to manners of use that (cumulatively):

10.4.1. arise from these GTC;

10.4.2. are known in the governing Czech law; and

10.4.3. are necessary to achieve the purpose of use of the Cloud JABLOTRON, individual Services made available or use of Accompanying Aspects.

10.5. Assignment. Without prior notification to the Provider, the User may not assign rights arising from the License for the Software to third persons or grant Licenses or Sub-licenses, encumber them with pledges or provide rights to them to third persons, or transfer any part of them to third persons in any other manner. For the avoidance of any doubt, the Parties stipulate that the use of the Cloud JABLOTRON, individual Services, the Software or Device(s) by a person different from the User which rightfully obtains access credentials to the Account from the User is not considered a violation of this provision.

10.6. Fee. The License is granted free of charge.

10.7. Duration. The License is granted for the period of duration of the contractual relationship established by these GTC.

11. COMMERCIAL COMMUNICATION

11.1. Users who agreed to the use of Email Address and User Information for the purpose of sending Commercial Communications by checking the respective box or otherwise will also receive Commercial Communications about the products or services of the Provider that are not directly related to the use of Cloud JABLOTRON or Devices. The User may revoke their consent at any time in the Account settings or using the procedure referred to in the already sent Commercial communication (if sent to the Email address).

12. PROVISIONS IN THE CASE OF LIABILITY FOR DEFECTS

12.1. A *User-Consumer* of fee-based Services which are below the agreed level of quality (agreed qualitative parameters) may exercise their rights arising from defective performance; the following applies:

12.1.1. The User is obliged to point out the defect of the Service without undue delay after the User has had the opportunity to discover the defect, but not later than within 6 months of Service Activation.

12.1.2. The User is not entitled to exercise their right arising from defective performance in particular in cases where: **(i)** the defect is obvious and evident already at the time of entering into a fee-based contract or otherwise follows from the agreed level of quality of the provided Services; **(ii)** the defect is caused as a result of conduct of the User or persons the User allowed to use the Cloud JABLOTRON contrary to these GTC or information about the use of the Cloud JABLOTRON; **(iii)** the defect is caused by circumstances referred to in par. 4.1 or 4.2 hereof.

12.1.3. The User is obliged to file their Complaint by sending an email to the Provider's email address: support@jablotron.cz.

12.1.4. The Provider will issue a written confirmation of any Complaint filed. If possible, the Provider will decide on a Complaint immediately, in complex cases within three (3) working days. The Provider will handle any Complaints without undue delay, but not later than within thirty (30) days of the date of filing the Complaint, unless agreed otherwise with the User-Consumer. The Provider will issue a confirmation of Complaint settlement for the User-Consumer.

12.2. *Users who are not in the position of a Consumer* waive their rights arising from any defects of Services by accepting these GTC. However, if any right arising from defective performance would arise for a User based on mandatory statutory provisions, then the Provider and the User agree on an obligation of the User to exercise such a right without undue delay, but not later than within one (1) month from the date the defect become apparent.

13. PROVISIONS IN THE CASE OF LIABILITY FOR HARM

13.1. Harm incurred by the User in connection with the Cloud JABLOTRON. Should the User become entitled, in connection with Account Sign-up or, where applicable, Device Registration, use of the Account, use of the Cloud JABLOTRON, etc., to compensation of harm (material or non-material) due to a breach of obligation arising herefrom or a generally applicable legal regulation, the Provider will be liable only for harm caused by the Provider, in total not exceeding the amount of direct actual damage suffered by the User as an immediate and direct result of a breach of obligation based on fault, however not exceeding CZK 1,000,000 (one million Czech crowns).

13.1.1. The Provider, with regard to the above-mentioned limitation of harm compensation, will not compensate for non-material harm, including in the form

of satisfaction, loss of profit and other consequential or indirect damage or harm caused by damage to reputation.

13.1.2. The Provider is not liable for harm caused by breach of obligation if prevented from fulfilment of such obligation by an obstacle resulting from an event of Force Majeure, including obstacles arising from their personal circumstances.

13.2. The agreed limitation of compensation for harm is stipulated as reasonable with regard to all circumstances related to the provision and use of the Cloud JABLOTRON and at the same time defines harm foreseeable by the Parties which may be incurred by the User or a third person. The User is not entitled to claim compensation exceeding the agreed limitation of compensation for harm, with the exception of:

13.2.1. harm to the human natural rights;

13.2.2. harm caused intentionally or through gross negligence; or

13.2.3. cases where such right is established by a mandatory provision of the applicable law governing the GTC.

13.3. Where an entitlement arises towards the Provider for compensation of harm of a third person in whose interest the fulfilment of an obligation arising from the GTC should have apparently served, the User undertakes, with regard to the fact that such extension of obligations arising from the GTC had not been obvious, compensate such third person for any harm the Provider is to compensate, or reimburse the Provider if it has provided such third person with compensation in the meantime.

13.4. The agreed limitation of compensation for harm will always apply to the fullest extent permitted by mandatory provisions of the applicable law governing these GTC or to the extent implied by the mandatory provisions of the applicable law.

13.5. Harm incurred by a third party in connection with the Cloud JABLOTRON. Should a third person become entitled, in connection with the User's use of the Cloud JABLOTRON contrary to the Applicable Regulations, to compensation for damage by the Provider, then:

13.5.1. the User hereby assumes the obligation to compensate for damage caused to the third person and undertakes to compensate damage to such third person; or

13.5.2. where the Provider has already compensated the third person for the damage incurred, the User undertakes to reimburse the Provider for the amount expended and for the cost incurred in connection with it, within three (3) days from the date of the Provider's sending a notification about occurrence of this obligation to the User's Email address. In the event of the User's default with the payment, the Provider and the User hereby stipulate an interest on late payment of 0.05% of the due amount daily.

14. EFFECTIVE PERIOD OF THE GTC AND SUCCESSOR GTC

14.1. Effect. With the exception of provisions in par. 14.2 and 14.3 of these GTC (whose force and effect are not limited in time), these GTC are effective for the Effective Period of the GTC.

14.2. Prolongation.

14.2.1. WHERE SUCCESSOR GTC ARE PUBLISHED IN THE ACCOUNT DURING THE EFFECTIVE PERIOD OF THE GTC, THE EFFECTIVE PERIOD OF THE GTC IS EXTENDED UNTIL THE BEGINNING OF EFFECT OF THE SUCCESSOR GTC.

14.2.2. WHERE SUCCESSOR GTC ARE NOT PUBLISHED IN THE ACCOUNT DURING THE EFFECTIVE PERIOD OF THE GTC, THE EFFECTIVE PERIOD

OF THE GTC IS EXTENDED UNTIL THE END OF THE FOLLOWING CALENDAR MONTH AND SUCH AN EXTENDED PERIOD IS CONSIDERED THE EFFECTIVE PERIOD OF THE GTC, UNLESS THE PROVIDER PUBLISHES A NOTIFICATION IN THE ACCOUNT STATING A DATE OF THE END OF EFFECT OF THE GTC; IN SUCH CASE, THE EFFECTIVE PERIOD OF THE GTC IS EXTENDED UNTIL SUCH A DATE AND NO OTHER PROLONGATION TAKES PLACE.

14.2.3. THE PROVIDER IS OBLIGED TO NOTIFY THE DATE OF THE END OF EFFECT OF THE GTC AT LEAST THREE (3) MONTHS IN ADVANCE. ANY NOTIFIED SHORTER PERIOD IS AUTOMATICALLY SEEN AS IF A THREE (3) MONTH PERIOD HAD BEEN NOTIFIED.

14.3. Successor GTC.

14.3.1. The Provider continuously develops, improves and extends the functional and user possibilities made available through the Account, and with regard to varied needs of Users of the Cloud JABLOTRON from different parts of the world modifies the range of Services provided and functionalities of the Software, and expands the portfolio of Devices that can be registered in the Cloud JABLOTRON. At the same time, there are constant changes of legal regulations applicable to the provision of Services. FOR THESE REASONS, IT IS NECESSARY THAT THE PROVIDER AMEND THESE GTC FROM TIME TO TIME AND REPLACE THEIR TEXT WITH THE TEXT OF SUCCESSOR GTC.

14.3.2. Users are notified of any changes to the GTC through Provider's notifications published in the User's Account and at the same time sent to Users' Email addresses.

14.3.3. CHANGES WILL BE NOTIFIED ALWAYS IN ADVANCE, AND THEY WILL NOT BECOME EFFECTIVE EARLIER THAN FOURTEEN (14) DAYS AFTER NOTIFICATION AS REFERRED TO IN 14.3.2. OF THE GTC EXCEPT CHANGES MADE DUE TO LEGISLATIVE CHANGES OR CHANGES ASSOCIATED WITH THE DEVELOPMENT, IMPROVEMENT OR EXTENSION OF FUNCTIONAL OR USER POSSIBILITIES MADE AVAILABLE THROUGH THE ACCOUNT OR WITH EXTENSION OF SERVICES, WHICH MAY BECOME EFFECTIVE EVEN EARLIER, HOWEVER, NO EARLIER THAT AT THE MOMENT OF PUBLICATION IN THE USER'S ACCOUNT.

14.3.4. IF THE USER DOES NOT AGREE WITH CHANGES TO THE GTC, THE USER IS OBLIGED TO DISCONTINUE USING THE SERVICES AND, WITHOUT UNDUE DELAY AFTER THE USER LEARNED ABOUT THE CHANGES TO THE GTC, HOWEVER, NO LATER THAN WITHIN THREE (3) MONTHS FROM THE BEGINNING OF EFFECT OF SUCH CHANGES, TERMINATE THE CONTRACTUAL RELATIONSHIP WITH THE PROVIDER UNDER ART. 15 OF THE GTC. WHERE THE USER WISHES TO HAND IN ITS NOTICE WITH A NOTICE PERIOD, THE USER IS OBLIGED TO SPECIFY UNAMBIGUOUSLY THE DURATION OF THE NOTICE PERIOD IN ITS NOTICE OF TERMINATION, AND THE DURATION OF THE NOTICE PERIOD MUST NOT EXCEED THREE (3) MONTHS COUNTED FROM THE FIRST DAY OF THE CALENDAR MONTH FOLLOWING THE MONTH IN WHICH THE NOTICE IS DELIVERED TO THE PROVIDER; OTHERWISE, NOTICES ARE GOVERNED BY ART. 15.2 OF THE GTC.

14.4. For the avoidance of any doubt, the Parties agree that use of the Cloud JABLOTRON is possible only under the condition of agreement with the GTC. Therefore, where the User uses Services, logs in to the Account or otherwise uses the JABLOTRON Cloud, it will be deemed that the User expresses, through this real act, agreement with the GTC of the most recent publication date and the User's will to be bound by them.

15. PERSONAL DATA PROCESSING

- 15.1. Personal Data, e.g., names, audio and visual appearance of a person or places of presence and movement of persons, may be processed in connection with the use of Cloud JABLOTRON, Devices and Services.
- 15.2. The extent, categories and purposes of processing of Personal Data depend (i) on which particular Services the User uses (MyJABLOTRON, MyCOMPANY, SDC (Security Data Connector), GSM Heating Control, Video-online and Video Recording), and (ii) how and where the User uses Devices and how the User sets up the Cloud JABLOTRON and Services.
- 15.3. The categories of Personal Data being processed are defined in the Processing Agreement for each Service. The text of the Processing Agreement follows below after the text of these GTC, and by accepting these GTC, the User accepts that in case the User processes Personal Data in connection with the use of Cloud JABLOTRON, the conditions of Personal Data processing by the Provider as their Processor for the User as their Controller are subject to that Processing Agreement.
- 15.4. Any processing of Personal Data is subject to the Privacy Policy publicly available on the Provider's website.
- 15.5. Processing of Personal Data in connection with the use of Cloud JABLOTRON and Services is twofold:
 - 15.5.1. The Provider processes Personal Data of the User and Personal Data of other persons the User provided with secondary access permissions to the Account. The Provider processes Personal Data necessary to enter into a contractual relationship and Personal Data necessary for the use of the Cloud JABLOTRON, Devices and Services based on these GTC (legal basis for the processing). The Provider acts in the capacity of Controller with respect to such personal data. The categories of Personal Data and the scope and purpose of their processing are defined in the Privacy Policy.
 - 15.5.2. The Provider processes, in connection with the transfer of Data, also Personal Data of the User and of third parties obtained through Cloud JABLOTRON Devices and Services. The extent, categories and purposes of processing of such Personal Data are determined by the User. The User is then the Controller of such Personal Data and the Provider is their Processor. The User is responsible for processing only Personal Data for the processing of which the User is entitled based on a legal basis in accordance with Applicable Regulations.
- 15.6. In processing Personal Data the User is the Controller of, the User is obliged to comply with Applicable Regulations. In particular, but not limited to, the User is obliged to inform data subjects of the extent, categories and purposes of Personal Data processing, handle requests of data subjects for sending, erasure and transmission of Personal Data, and to mark monitored spaces with information signs. Obligations of the User are more specifically defined in the Processing Agreement.
- 15.7. In processing Personal Data whose Controller is the User, the Provider is obliged to comply with Applicable Regulations and the Processing Agreement and to process Personal Data only based on the Controller's written instructions. Controller's written instructions means orders of particular Services and Devices and their setting in the Account as well as setting of Cloud JABLOTRON.
- 15.8. The User accepts the Provider's Privacy Policy in connection with all processing of Personal Data. In the event of an amendment to the Privacy Policy, the User is entitled to withdraw from these GTC under the same conditions as if these GTC were replaced by Successor GTC as set out in par. 14.2.2 of the GTC.

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- 15.9. Amendments to the Privacy Policy will be notified in the same manner as adoption of Successor GTC (par. 14.3.3 of the GTC).
- 15.10. Where the User allows another natural person to access the User's Account, such a Secondary User is a Joint Controller of Personal Data together with the User. The User is obliged to ensure that all persons whose Personal Data are being processed are informed in accordance with Applicable Regulations of Joint Controllers.

16. DURATION OF THE CONTRACTUAL RELATIONSHIP

- 16.1. The contractual relationship between the User and the Provider commences upon acceptance of the GTC and terminates at the latest with the end of effect of the GTC as referred to in Art. 14 hereof.
- 16.2. Before the expiry of the Effective Period of the GTC, the User is entitled to terminate the contractual relationship regulated by these GTC at any time without cause and without a notice period, by sending a notice of termination from their Email address to the Provider's email address. The Provider is obliged to confirm, without delay, to the User the delivery of the termination notice by sending a notification to the User's Email address.
- 16.3. Before the expiry of the Effective Period of the GTC, the Provider is entitled to terminate the contractual relationship regulated by these GTC at any time without cause and without a notice period, by sending a notice of termination to the User's Email address. The User is obliged confirm, without delay, to the Provider the delivery of the termination notice by sending a notification to the Provider's email address from which the User received the Provider's notice of termination.
- 16.4. In the event of termination under par. 16.2 and 16.3, the contractual relationship terminates with the effect of the termination notice by any Party, which occurs at the moment of delivery of the termination notice to the other Party.
- 16.5. Where access to the Cloud JABLOTRON is terminated for any reason referred to in Art. 8 hereof, the contractual relationship between the Parties regulated by these GTC also terminates.
- 16.6. Termination of the contractual relationship between the Provider and the User established by the Processing Agreement will result in a termination of the contractual relationship between the Parties governed by these GTC, and vice versa.

17. OTHER PROVISIONS

- 17.1. Severability. Should any provision herein become invalid or unenforceable or should it be found as such by a competent court or any other authority with the power to issue binding decisions or findings, this fact shall not affect the validity or enforceability of other provisions herein; in that case, the User in such case undertakes to negotiate with the Provider without undue delay (but no later than within five (5) days of the Provider's notice) a new agreement, a valid and enforceable one, the purpose of which will, if possible, correspond to the original provisions or will at least aim to achieve the purpose that is the closest to the original provision.
- 17.2. Language version, governing law. These GTC are translated into several languages; in the case of any discrepancy between the various language versions, the Czech version takes precedence. Since the Provider has its registered office in the Czech Republic, where essential technical aspects of Cloud JABLOTRON are also located, these GTC are governed and are to be interpreted in accordance with the laws of the Czech Republic. In the event of a trial with the Provider, the Parties agree on local jurisdiction of the court in the district of which the Provider has its registered office.
- 17.3. Failure to exercise a right. Any failure of the Provider to exercise or enforce or not insisting on any of its rights or remedies to protect rights the Provider is entitled to under

these GTC or under the Applicable Regulations, the User agrees that such conduct of the Provider will not be considered a waiver of such a right by the Provider.

- 17.4. Dispute resolution. Should there be a consumer dispute under the Contract between the Provider and a User-Consumer which is not settled by mutual agreement (this is, the User-Consumer must contact the Provider first), the User-Consumer may file a motion for an out-of-court settlement of such a dispute to the designated authority for out-of-court consumer dispute resolution, which is the Czech Trade Inspection (Česká obchodní inspekce, Ústřední inspektorát - oddělení ADR, Štěpánská 15, 120 00 Praha 2, Czech Republic; email: adr@coi.cz; website: adr.coi.cz). A User-Consumer may also use the online dispute resolution platform established by the European Commission, available at <http://ec.europa.eu/consumers/odr/>.