

TERMS AND CONDITIONS FOR THE PROVISION OF THE GSM HEATING CONTROL SERVICE

No. TCSP-GSM-HC_20220701
Effective from: 1.7.2022

Issued by the provider of **Services** as stipulated in Art. 4 Additional Services of the GENERAL TERMS AND CONDITIONS FOR THE USE OF CLOUD JABLOTRON, **JABLOTRON CLOUD Services s.r.o.**, reg. No.: 047 86 645, registered office U Přebrady 3204/61, Mšeno nad Nisou, 466 02 Jablonec nad Nisou, Czech Republic, registered in the Commercial Register administered by the Regional Court in Ústí nad Labem, section C, file No. 36983, for the purpose of regulation of rights and obligations of the Parties in the use of the GSM Heating Control Service by the User.

1. DEFINITION OF TERMS

1.1. Capitalized terms and abbreviations referred to in these Terms and Conditions have either the meaning provided in the following table or, if not provided in the table, the meaning stipulated in the General Terms and Conditions for the Use of Cloud JABLOTRON currently in effect:

“Service Activation”	means the point in time from which the User is allowed to use the functions of the GSM Heating Control Service under these TCSP-GSM-HC in conjunction with the Device;
“Dedicated SIM Card”	means a special SIM card supplied by the Provider and intended for use in the Device the GSM Heating Control Service is used with, providing data communication of the Device to Cloud JABLOTRON;
“Effective Period of the TCSP-GSM-HC”	means the period from the beginning of effect of the TCSP-GSM-HC set by the Provider until the time stipulated in the Successor TCSP-GSM-HC or until the beginning of effect of the Successor TCSP-GSM-HC or until the time specified in a notification pursuant to par. 8.4, however, not longer than the Effective Period of the TCU;
“GSM Heating Control”	means one of the Home Automation Services in Cloud JABLOTRON, which enables the User to control, especially remotely, their Device intended for the heating of premises;
“Offer”	means the Provider's offer to provide the GSM Heating Control Service for a fee, communicated through the Account, indicating the time and price for the use of the Service according to the User's demand;
“Successor TCSP-GSM-HC”	means the Terms and Conditions for the Provision of the GSM Heating Control Service published on the Website replacing the current effective TCSP-GSM-HC;

“Provider”	means company JABLOTRON CLOUD Services s.r.o. , reg. No.: 047 86 645, registered office U Přehrady 3204/61, Mšeno nad Nisou, 466 02 Jablonec nad Nisou, Czech Republic;
“TCSP-GSM-HC”	means the currently effective Terms and Conditions for the Provision of the GSM Heating Control Service;
“Contract”	means a contract on a fee-based provision of the GSM Heating Control concluded between the Provider and the User;
“TCU”	means the currently effective Terms and Conditions for the Use of Cloud JABLOTRON;
“Device”	means a product for which Device Set-up is enabled within the meaning of the TCU, is equipped with a Dedicated SIM Card and is intended for the heating of buildings and premises.

2. SUBJECT-MATTER OF THE TCSP-GSM-HC

- 2.1. The subject-matter of these TCSP-GSM-HC is the regulation of mutual rights and obligations between the Parties in connection with the use of the GSM Heating Control Service by the User.

3. GSM HEATING CONTROL

- 3.1. Purpose of the GSM Heating Control Service. The purpose of the Service is to enable the User to remotely control the Device from their Account to the extent specified in the user manual accompanying the relevant Device, and to enable access to operational information about the operation of the Device, all via a Dedicated SIM Card placed in the Device. The SIM card in question then allows the Device to communicate with Cloud JABLOTRON in all networks of mobile carriers available in roaming at the place of installation of the Device, thus ensuring a higher level of resistance to network outages, all for a fixed price regardless of the volume of data transferred. The GSM Heating Control Service is not a service consisting in surveillance of buildings or premises, nor in tracking or locating people, or in any way related to the above;
- 3.2. Contents of the GSM Heating Control Service. The individual functions available in Cloud JABLOTRON consist mainly in the User being able to:
- 3.2.1. remotely control the temperature settings,
 - 3.2.2. set and change the weekly heating schedule,
 - 3.2.3. monitor the relative humidity of the premises,
 - 3.2.4. monitor the temperature graph,
 - 3.2.5. monitor the Device status,
 - 3.2.6. lock the thermostat control,
 - 3.2.7. set up notifications about selected statuses, including the range of recipients to be sent to, and

3.2.8. share Device control with multiple Users.

Further information on setting up each function is provided in the user manual of the Device.

3.3. The GSM Heating Control service can only be used with a Dedicated SIM Card.

3.3.1. The Dedicated SIM Card is registered in the network of T-Mobile Czech Republic a.s. (reg. No.: 649 49 681, registered office Tomíčková 2144/1, Chodov, 148 00 Praha 4, Czech Republic, registered in the Commercial Register administered by the Municipal Court in Prague, file No. B 3787), with which the Provider has an agreement in place on the provision of publicly accessible electronic communication services through a technical solution by T-Mobile Austria GmbH (registered office Rennweg 97-99, A-1030 Vienna, Austria, registered in the Commercial Register No. 171112k), which is at the same time the provider of Dedicated SIM Cards and for the duration of their use by the User their exclusive owner.

3.3.2. T-Mobile Czech Republic a.s. is the Provider of support services as defined in the TCU.

3.4. Level of the GSM Heating Control Service.

3.4.1. The Provider, as the operator of Cloud JABLOTRON, has no influence and is not responsible for the functioning of any GSM networks and does not guarantee any level of the GSM Heating Control Service in terms of delivery of data transmitted from the Device to Cloud JABLOTRON through them.

3.5. In principle, the GSM Heating Control Service is provided **for consideration**, with exceptions resulting from these TCSP-GSM-HC.

4. PROVISION OF THE GSM HEATING CONTROL SERVICE

4.1. Activation of the GSM Heating Control Service.

4.1.1. Before the GSM Heating Control Service can be activated, a Dedicated SIM Card must be obtained from an Installation Partner and the Device must be registered in Cloud JABLOTRON.

4.1.2. The Set-Up of the Device is performed for the User by the Installation Partner via the MyCOMPANY application. Set-up of the Device can only be made until the date marked on its packaging as "Expiration date". After this date, it is no longer possible to register the Device.

4.1.3. After Set-up of the Device, the Terms and Conditions of the GSM Heating Control Service are sent to the User to whose Account the Device has been assigned to the User's E-mail address so that the User can familiarize themselves with them before Service Activation.

4.1.4. The GSM Heating Control Service is Activated upon the conclusion of a contract for its provision, which means approval of these TCSP-GSM-HC in the Account and the User's first use of the GSM Heating Control Service.

4.1.5. The GSM Heating Control Service may be used on a trial basis free of charge for thirty (30) days of its first Activation. At that point, a GSM Heating Control Service Contract should be concluded and the first subscription payment made. The trial period ends upon the conclusion of the Contract.

4.1.6. If payment is not made in accordance with subpar. 4.1.5 of these TCSP-GSM-HC before the end of the trial period, the Dedicated SIM Card will be blocked

within twenty-four (24) hours of the end of the trial period and the GSM Heating Control Service will be discontinued.

- 4.1.7. If the GSM Heating Control Service is interrupted, a period of thirty (30) days will begin during which the SIM Card can be unblocked by concluding the Contract and paying the subscription fee.
- 4.1.8. Once the subscription fee is paid, the Dedicated SIM Card is reactivated within the next twenty-four (24) hours.
- 4.2. After the expiry of the trial period pursuant to para 4.1 of these TCSP-GSM-HC, the GSM Heating Control Service in relation to the Device may continue to be used only for a fee under a Contract.
- 4.3. Contract conclusion.
 - 4.3.1. The Provider's Offer is considered an offer to enter into a Contract.
 - 4.3.2. Regarding the price of the GSM Heating Control Service, the User has a choice of plans when concluding the Contract, and the price of the GSM Heating Control Service is prepaid for the agreed period.
 - 4.3.3. The Contract is concluded at the moment when the Provider receives the User's consent to these TCSP-GSM-HC by agreeing to them in the Account and ordering a selected plan.
 - 4.3.4. By agreeing to these TCSP-GSM-HC and completing the order in their Account, the User expresses their will to be bound by these Terms and Conditions and the order.
 - 4.3.5. The Contract is concluded for the period for which the GSM Heating Control Service is subscribed and the payment of an additional subscription fee extends the term of the Contract by the respective period.
 - 4.3.6. If no additional subscription is paid before the expiry of the term for which the Contract is concluded, the Dedicated SIM Card will be blocked within twenty-four (24) hours of the expiry and the GSM Heating Control Service will be discontinued.
 - 4.3.7. If the GSM Heating Control Service is interrupted, a period of thirty (30) days will begin during which the SIM Card can be unblocked by paying the subscription, specifically concluding the Contract and paying the subscription fee.
 - 4.3.8. Once the subscription fee is paid, the Dedicated SIM Card is reactivated within the next twenty-four (24) hours.
- 4.4. Deactivation of the GSM Heating Control Service.
 - 4.4.1. If the subscription fee is not paid, whether according to subpar. 4.1.8 or 4.3.8 of these TCSP-GSM-HC, the Dedicated SIM Card is permanently deactivated and can no longer be used upon expiry of the period specified in subpar. 4.1.7 or the period for which the GSM Heating Control Service is subscribed, which also deactivates the Service.
 - 4.4.2. Deactivation of the GSM Heating Control Service will erase all information related to the Service from Cloud JABLOTRON.
 - 4.4.3. From the moment of deactivation, a replacement of the Dedicated SIM Card is required to use the GSM Heating Control Service again. Any replacement of the Dedicated SIM Card and the costs associated with it will be borne by the User.
 - 4.4.4. Deactivation of the GSM Heating Control Service means the moment from which the Provider ceases to provide the GSM Heating Control Service. Such

a moment occurs **(i)** automatically with the termination of the User's contractual relationship with the Provider according to these TCSP-GSM-HC or **(ii)** with the termination of the User's contractual relationship with the Provider according to the TCU, or **(iii)** when the subscription is exhausted.

5. PRICE OF THE GSM HEATING CONTROL SERVICE AND PAYMENT TERMS

- 5.1. With the exception of the trial period, the GSM Heating Control service is provided for a fee on a subscription basis.
- 5.2. Provider's Offer.
 - 5.2.1. The price stated in the Offer applies to the use of the GSM Heating Control Service for one Device.
 - 5.2.2. All prices in the Provider's offer are listed without VAT. Prices including VAT are indicated in the User's order before it is sent to the Provider.
 - 5.2.3. Payment for the GSM Heating Control Service is made for each individual Device separately.
 - 5.2.4. Payment for a particular Device may not be transferred to another Device.
- 5.3. The User's order generated on the basis of the Offer contains, in addition to the period for which the Service is to be subscribed (billing period), the subscription amount and payment terms.
- 5.4. Upon acceptance of the User's order and receipt of the confirmation of payment made by the User, a confirmation of payment and an invoice, which also lists the period for which the Service is prepaid, are sent to the User's E-mail address.
- 5.5. The purchase of the GSM Heating Control Service and payments may be made through a third party authorized by the Provider.
- 5.6. Any changes in the prices are published by the Provider on the Website in good time by changing the aforementioned overview and, in the case of a subscription level used by the User, by an addressed electronic communication to the User.
- 5.7. The Provider may choose to provide the GSM Heating Control Service free of charge for a limited period of time, to the extent in its sole discretion, as well as to offer the User a temporary period of free trial or use at a reduced price. To the extent of acceptance of the Provider's discounted offer and for the duration of effectiveness of that offer, the User will not be obliged to pay for a Service either at all or for certain Devices. This is without prejudice to any other provisions of these TCSP-GSM-HC or any payments already made for the provision of the Service in the previous period.
- 5.8. Any price changes will be automatically taken into account by the respective provider of the payment gateway service used for the payment of subscription prices without the User having to take any action.
- 5.9. Payment terms.
 - 5.9.1. The User is obliged to pay the price of the GSM Heating Control Service to the Provider in advance (subscription). The User makes the first payment immediately after the conclusion of the contract for the provision of the GSM Heating Control Service, and other payments always monthly in advance, either by credit card or PayPal.
 - 5.9.2. An automatic monthly payment in the amount of the price for the applicable GSM Heating Control Service is always activated.

- 5.9.3. The automatic monthly payment is usually debited five (5) days before the end of the month. The Provider informs the User about the payment by means of a message sent to the User's E-mail address.
- 5.9.4. The User can cancel the automatic payment at any time in their Account. The change can be made either with effect from the end of the subscription period or immediately.
- 5.9.5. Invoices containing the billing of the price of the subscription are always sent to the User at the e-mail address provided by the User when setting up the payment, and are also available to the User in the User's Account.
- 5.9.6. Should the contract for the provision of the GSM Heating Control Service be terminated unilaterally by the User before the utilisation of an already paid subscription, the relevant part of the unused subscription belongs to the Provider; it is not returned to the User.

6. RIGHTS AND OBLIGATIONS, LIABILITY OF THE PARTIES

- 6.1. The User's rights arising from defective performance of the Provider, the Provider's liability for harm incurred by the User as well as any Complaints will be governed by the relevant provisions of the TCU with the necessary modifications.
- 6.2. The Provider calls the User's attention to the fact that the provision of the GSM Heating Control service is not subject to any quality guarantee.
- 6.3. In view of the fact that the provision of the GSM Heating Control service is dependent on the performance and functioning of a number of other entities, services, processes and equipment over which the Provider has no exclusive or majority control, all the Provider's obligations, statements and assurances may always be interpreted and applied exclusively to those entities, services, processes and equipment under the Provider's exclusive or majority control. Especially, under no circumstances is the Provider responsible for the functioning of the internet connection, GSM/GPRS and similar networks, the quality of these networks and connections, or the functionality of any hardware and software which is not under the Provider's control.
- 6.4. For the avoidance of doubt, the Provider does not bear any liability, including liability for defects and damage, for services provided by T-Mobile Czech Republic a.s. or, where applicable, T-Mobile Austria GmbH, in particular, but not limited to, for connection of Devices to the mobile network or reliability of data transmission over the mobile network.
- 6.5. Coverage areas with signal for the provision of mobile electronic communications services may be graphically displayed in indicative maps of T-Mobile Czech Republic a.s. or, where applicable, T-Mobile Austria GmbH and their roaming partners on their websites or otherwise. With regard to the character of transmission of radio waves and to the limited possibilities of graphical display of maps of mobile operators, there is no guarantee that the User will always have network coverage in areas which are covered areas according to the map. Non-coverage of certain parts of the territory is not a defect in performance on the part of the Provider or T-Mobile Czech Republic a.s., or T-Mobile Austria GmbH, and does not entitle the User or any other person to any liability on the part of the Provider (for example, damages) nor does it provide them with any right to withdraw from the contractual relationship established by these TCSP-GSM-HC.
- 6.6. The Provider reserves the right to limit, temporarily and for a necessary time, provision of the GSM Heating Control Service, mainly due to updates and maintenance of Cloud JABLOTRON. As a result, some of all essential features of the GSM Heating Control Service may be out of operation temporarily and there may be, for example, delays in the delivery of messages. If allowed by the nature of the cause of such limitation, the

Provider will inform about the time and extent of the limitation in advance. Limitations to the provision of the service pursuant to this paragraph do not entitle the User to **(i)** any right to any damages; or **(ii)** any other right arising from defective performance by the Provider.

- 6.7. The Provider is not liable to the User for any harm caused to the User through any activity of an Installation Partner in connection with the GSM Heating Control Service.
- 6.8. The Provider is not liable for the impossibility to Set up the Device if the Device Set-up was made by the Installation Partner after the date marked on the package as "Expiration date".
- 6.9. Personal data protection principles. Personal Data that may be processed in connection with the provision of the GSM Heating Control Service are processed in accordance with the principles stipulated in the Privacy Policy the User is acquainted with before commencement of use of the User's Account.
- 6.10. The User is obliged, in particular, to:
 - 6.10.1. ensure fulfilment of and compliance with technical prerequisites of proper functioning of the GSM Heating Control Service;
 - 6.10.2. use the Dedicated SIM Card only in conjunction with the Device with which the GSM Heating Control Service has been activated;
- 6.11. with regard to the fact that the Service mediates communication between the Device and Cloud JABLOTRON, the User bears all costs associated with communication between the User's end device (i.e. mobile phone, computer, tablet, etc.) and Cloud JABLOTRON themselves.
- 6.12. The User is responsible especially for timely and properly informing the Provider of any change in the User's identification or contact details, as well as for the User's availability to be contacted by the Provider with respect to provision of assistance necessary to deal with any obstacles to the provision of the GSM Heating Control service.
- 6.13. Protection of third party rights.
 - 6.13.1. The User is obliged to use the GSM Heating Control Service in accordance with applicable Regulations and, in principle, with respect to the Device to which the User enjoys an ownership right or a right to use or at least permission to access from another User. If the User loses such right or entitlement, the User is obliged to terminate their use of the GSM Heating Control Service;
 - 6.13.2. When using the GSM Heating Control Service, the User is obliged to pay attention to the rights and legitimate interests of third parties who may be affected by the Use of the GSM Heating Control Service, e.g., when determining the circle of defined recipients of Notifications;
- 6.14. Protection of the Provider. The User is aware that by allowing another person to access the User's Account, the User effectively allows that person to enter into a contract for the provision of the GSM Heating Control Service on behalf of the User or to make other legal acts in the User's Account. Furthermore, the User is aware that the Provider considers every person who uses the User's login credentials to be the User. THE PROVIDER RECOMMENDS THAT THE USER ALWAYS CONSIDER RESPONSIBLY WHETHER TO ALLOW ANOTHER PERSON TO ACCESS THE USER'S ACCOUNT.

7. TERM OF THE CONTRACTUAL RELATIONSHIP

- 7.1. The contractual relationship established by these TCSP-GSM-HC is concluded for the period specified in the order according to par. 5.3 of these TCSP-GSM-HC.

- 7.2. The contractual relationship governed by these TCSP-GSM-HC terminates, in particular, upon expiry of the term for which it was agreed.
- 7.3. The Provider is entitled to terminate the contractual relationship established by these TCSP-GSM-HC by notice:
 - 7.3.1. due to a (serious) breach of these TCSP-GSM-HC or the TCU by the User, without a notice period; termination will be effective upon delivery to the User;
 - 7.3.2. at any time, including without cause, with a fourteen (14) days' notice; the notice period begins on the date of delivery of the notice to the User;
 - 7.3.3. The notice of termination is sent to the User's E-mail address. The User is obliged to 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.
- 7.4. The User is entitled to terminate the contractual relationship established by these TCSP-GSM-HC due to a (serious) breach of these TCSP-GSM-HC or the TCU by the Provider, or at any time, including without cause, by giving notice without a notice period.
 - 7.4.1. The User is obliged to send the notice from the User's E-mail address to the Provider's (designated) E-mail address.
- 7.5. The Parties are entitled to withdraw from the contractual relationship established by TCSP-GSM-HC for the reason stipulated in these TCSP-GSM-HC or arising from the Applicable Regulations.
 - 7.5.1. The Provider is entitled to withdraw from the contractual relationship established by these TCSP-GSM-HC due to subsequent impossibility of performance or as a result of an ongoing Force Majeure event.
 - 7.5.2. A User-Consumer may withdraw from the contractual relationship established by these TCSP-GSM-HC without cause within fourteen (14) days of its establishment. In addition to the rights set out in these TCSP-GSM-HC, such User also enjoys all rights related to a unilateral termination of the contract arising from the Applicable Regulations.
 - 7.5.3. A User-Consumer may use the form attached as Annex 1 to these TCSP-GSM-HC to withdraw from the Contract.
 - 7.5.4. By accepting these TCSP-GSM-HC, a User not in the position of a Consumer hereby expressly waives their right of withdrawal.
 - 7.5.5. The time period for a withdrawal referred to in subpar. 7.5.2 of these TCSP-GSM-HC is considered observed if a User-Consumer sends to the Provider during this time period a notification of withdrawal from the contractual relationship established by these TCSP-GSM-HC.
- 7.6. The contractual relationship established by these TCSP-GSM-HC is automatically terminated if:
 - 7.6.1. The Device whose operation is associated with the use of the GSM Heating Control Service is removed from Cloud JABLOTRON;
 - 7.6.2. The User's access to Cloud JABLOTRON is cancelled pursuant to the relevant provisions of the TCU or the User's Account is terminated for any of the reasons set out in the relevant provisions of these TCSP-GSM-HC or TCU.
- 7.7. The contractual relationship established by these TCSP-GSM-HC terminates no later than with the expiry of the Effective Period of the TCU.

- 7.8. Unless it follows otherwise from these TCSP-GSM-HC, the relevant provisions of the TCU will apply by analogy to the termination of the contractual relationship between the User and the Provider.
- 7.9. The unused portion of the subscription fee will not be refunded by the Provider to the User if the contractual relationship established by these TCSP-GSM-HC is terminated pursuant to:
 - 7.9.1. subpar. 7.3.1 of these TCSP-GSM-HC;
 - 7.9.2. par. 7.4 of these TCSP-GSM-HC without cause or for a cause different than a (serious) breach of these TCSP-GSM-HC or the TCU by the Provider;
 - 7.9.3. par. 7.6 of these TCSP-GSM-HC.

8. EFFECTIVE PERIOD OF THE TCSP-GSM-HC AND SUCCESSOR TCSP-GSM-HC

- 8.1. Force and effect. With the exception of provisions in par. 8.2 and 8.5 of the TCSP-GSM-HC (the force and effect of which are not limited in time), these TCSP-GSM-HC are effective for the Effective Period of the TCSP-GSM-HC.
- 8.2. If the Successor TCSP-GSM-HC take effect, the Effective Period of the TCSP-GSM-HC terminates at the beginning of the effectiveness of the Successor TCSP-GSM-HC.
- 8.3. The Effective Period of Successor TCSP-GSM-HC becomes the new Effective Period of the TCSP-GSM-HC upon the end of the Effective Period of the TCSP-GSM-HC.
- 8.4. If the Provider publishes a notice in the Account stating the date on which the effect of the TCSP-GSM-HC terminates, the effect of the TCSP-GSM-HC will terminate on that date. Such notice will be published in the Account at least 3 (three) months before the termination date of the TCSP-GSM-HC.
- 8.5. Successor TCSP-GSM-HC.
 - 8.5.1. The Provider continuously develops, improves or extends the functional and user capabilities of the GSM Heating Control Service, optimizes their provision including adaptation to changes in the market, changes in prices or conditions of performance and supply of third parties, proceeds to various changes in the technologies used to or in the provision of the GSM Heating Control Service, etc. At the same time, there are continuous changes in the legislation relating to the provision of the GSM Heating Control Service, or changes in their interpretation or in the decision-making practice of the authorities concerned. FOR THESE REASONS, IT IS NECESSARY THAT THE PROVIDER REPLACE THESE TCSP-GSM-HC FROM TIME TO TIME WITH SUCCESSOR TCSP-GSM-HC.
 - 8.5.2. Users are notified of any changes to the TCSP-GSM-HC through Provider's notifications published in the User's Account and at the same time through notifications sent to Users' Email addresses.
 - 8.5.3. CHANGES WILL BE ANNOUNCED IN ADVANCE AND THEY COME INTO EFFECT:
 - a) USUALLY NO EARLIER THAN THREE (3) MONTHS OF NOTIFICATION UNDER SUBPAR. 8.5.2 OF THE TCSP-GSM-HC,
 - b) IN THE EVENT OF REGULATORY CHANGES OR CHANGES RELATED TO THE DEVELOPMENT, IMPROVEMENT OR EXTENSION OF THE FUNCTIONAL OR USER CAPABILITIES OF THE GSM HEATING CONTROL SERVICE, THIS MAY OCCUR BEFORE THE CASES

REFERRED TO IN A) OF THIS SUBPARAGRAPH; HOWEVER, NO EARLIER THAN ON THE DATE FOLLOWING THE PUBLICATION OF THE SUCCESSOR TCSP-GSM-HC IN THE USER'S ACCOUNT.

- 8.5.4. IF THE USER DOES NOT AGREE WITH THE SUCCESSOR TCSP-GSM-HC, THE USER IS OBLIGED TO STOP USING THE GSM HEATING CONTROL SERVICE, REJECT THE CHANGES AND TERMINATE THE CONTRACTUAL RELATIONSHIP WITH THE PROVIDER FOR THIS REASON. THE PERIOD OF NOTICE COMMENCES ON THE DATE OF DELIVERY OF THE NOTICE OF TERMINATION TO THE PROVIDER AND LASTS:
- a) in the event of changes pursuant to subpar. 8.5.3(a) of the TCSP-GSM-HC ONE (1) MONTH BUT TERMINATES NO LATER THAN ON THE DAY PRECEDING THE DATE OF ENTRY INTO EFFECT OF THE SUCCESSOR TCSP-GSM-HC;
 - b) in the event of changes pursuant to subpar. 8.5.3(b) of the TCSP-GSM-HC THREE (3) MONTHS.
- 8.6. The GSM Heating Control Service may only be used under the conditions specified in the effective TCSP-GSM-HC. THEREFORE, WHERE THE USER USES THE GSM HEATING CONTROL SERVICE, LOGS INTO THE ACCOUNT OR OTHERWISE USES CLOUD JABLOTRON, IT WILL BE DEEMED THAT THE USER ALSO EXPRESSES, THROUGH THIS FACTUAL ACT, AGREEMENT WITH THE EFFECTIVE TCSP-GSM-HC AND THE USER'S WILL TO BE BOUND BY THEM.

9. FINAL PROVISIONS

- 9.1. Unless stipulated otherwise herein, rights and obligations of the User and the Provider are governed by the TCU then in effect.
- 9.2. In the event of a conflict between these TCSP-GSM-HC and the TCU, these TCSP-GSM-HC take precedence over the TCU.
- 9.3. The GSM Heating Control Service is provided in the Czech Republic and the Slovak Republic.
- 9.4. Contract assignment. The Provider is entitled to transfer, as the assignor, the Provider's rights and obligations from the contractual relationship regulated by these TCSP-GSM-HC in whole or in part to a third party, with effects applicable to what has not yet been fulfilled.
- 9.4.1. By concluding a contractual relationship according to the TCSP-GSM-HC, the User provides the Provider-assignor with consent to such possible transfer.
 - 9.4.2. The assignment of the contract becomes effective against the User when the User is informed by the Provider, as the assignor, of the assignment of the contract or when the assignee proves the assignment of the contract to the User.
 - 9.4.3. The User's consent to the assignment is granted exclusively in the event of assignment to an entity that is in the position of a person controlled by the Provider or a person controlling the Provider or a person controlled by the same controlling person that controls the Provider.
- 9.5. Severability. Should any provision hereof 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 hereof; however, 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.

- 9.6. Governing law, language version. Since the Provider has its registered office in the Czech Republic, where essential technical aspects of Cloud JABLOTRON are also located, these TCSP-GSM-HC 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. These TCSP-GSM-HC are translated into several language versions; in the case of any discrepancy between the various language versions, the Czech version prevails.
- 9.7. 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 TCSP-GSM-HC 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.
- 9.8. 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/>.

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Annex 1 to the Terms and Conditions for the GSM Heating Control Service Provision

Notification of withdrawal from the Contract

- **JABLOTRON CLOUD Services s.r.o.**, reg. No.: 047 86 645, registered office U Přehradý 3204/61, Mšeno nad Nisou, 466 02 Jablonec nad Nisou, Czech Republic, registered in the Commercial Register administered by the Regional Court in Ústí nad Labem, section C, file No. 36983

- **I/We(*) hereby notify my/our(*) withdrawal from the Contract (*)**

- **Date of order(*) / date of delivery(*)**

- **Name(s) and surname(s) of the User(s)-Consumer(s) of the GSM Heating Control service**

- **Address(es) of the User(s)-Consumer(s) of the GSM Heating Control service**

- **Signature(s) of the User-Consumer(s) of the GSM Heating Control service** (only if the form is sent in hard copy)

- **Date**

(*) Delete where inapplicable or complete the details.

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