

## SPECIAL TERMS AND CONDITIONS FOR THE USE OF THE MyCOMPANY MODULE

NO. SCU-MYC\_20220701

Effective from: 1.7. 2022

Issued in connection with Art. 3 of the GENERAL TERMS AND CONDITIONS FOR THE USE OF CLOUD JABLOTRON by the **Cloud JABLOTRON** provider, company **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, and further regulating the rights and obligations of the Parties in the use of the MyCOMPANY Module.

### 1. DEFINITION OF TERMS

1.1. Capitalized terms and abbreviations referred to in these Terms and Conditions for the Use of the MyCOMPANY Module 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 force and effect:

<b>“Effective Period of the SCU”</b>	means the period from the beginning of effect of the SCU set by the Provider until the time stipulated in the Successor SCU or until the beginning of effect of the Successor SCU or until the time specified in a notification pursuant to subpar. 8.2.3, however, not longer than the Effective Period of the TCU;
<b>“End user(s)”</b>	means Users who does not use neither the MyCOMPANY Module nor the JA PARTNER Module;  Users who use the MyCOMPANY Module or the JA PARTNER Module have the status of End User only if they do not conduct their business while using Cloud JABLOTRON;
<b>“Mechanic”</b>	means an employee or other associate of an Installation Partner who is authorized to install and manage Device(s) of a particular End User for the account and responsibility of the Installation Partner;
<b>“Successor SCU”</b>	means the terms and conditions for the use of the MyCOMPANY Module published on the Website with a subtitle of a more recent date of publication superseding the current SCU in force and effect;
<b>“Subordinate User Profile”</b>	means the scope of rights and permissions of a subordinate identity created according to the User's requirements for their Account and assigned to another User for the purpose of performing their designated activities within the User's Account;
<b>“SCU”</b>	means these special terms for the use of the MyCOMPANY Module;

"Module User"	means a User who is an Installation Partner or a Mechanic who is authorized to use the MyCOMPANY Module according to these SCU and TCU (including Users with an assigned Subordinate User Profile) and the resulting obligations in the area of Cloud JABLOTRON support;
"TCU"	means the currently effective Terms and Conditions for the Use of Cloud JABLOTRON;

**2. SUBJECT-MATTER OF THE SCU**

- 2.1. The subject-matter hereof is regulation of the contractual relationship between the Provider and the Module User with respect to the use of the MyCOMPANY Module, stipulation of mutual rights and obligation of the Parties, and stipulation of conditions under which the Provider will allow (in the absence of Force Majeure) the Module User to use the MyCOMPANY Module.
- 2.2. There is no legal entitlement to use the MyCOMPANY Module. Access to the MyCOMPANY Module is granted to the User mainly by the Provider, and other persons may also grant access under the conditions specified in these SCU. The condition for the duration of the authorization to access the MyCOMPANY Module is primarily the proper and timely performance of the Module User's obligations in the area of Cloud JABLOTRON support arising from the TCU and these SCU.
- 2.3. The basic obligation of the Module User in the area of Cloud JABLOTRON support is the performance of the following activities towards persons interested in using, using or having used Cloud JABLOTRON:
  - 2.3.1. providing the necessary assistance to set up, activate, configure, deactivate or cancel their Accounts;
  - 2.3.2. providing the necessary assistance in the Sign-up of their Devices for Cloud JABLOTRON and their decommissioning;
  - 2.3.3. providing other necessary assistance to End Users in the use of Cloud JABLOTRON (including, for example, support for other Users for whom the Module User performs support functions or provides other assistance on the basis of a mutual agreement or an agreement concluded with the Provider or its request).
- 2.4. If there is any doubt as to the nature of a particular obligation of the Module User arising from these SCU or TCU, it shall be deemed to be among the obligations in the area of Cloud JABLOTRON support.

**3. MYCOMPANY MODULE**

- 3.1. Purpose. The MyCOMPANY Module is intended for Installation Partners, to whom it on the one hand enables to fulfil their obligations in the area of Cloud JABLOTRON support, on the other hand to manage their portfolio of End Users, as well as to communicate or perform certain actions towards the Provider and/or Related Parties; all under the terms and conditions set out in these SCU and TCU. The individual functions provided within the MyCOMPANY Module may change over time as Cloud JABLOTRON evolves.
- 3.2. The MyCOMPANY Module is available both via a web browser and the Provider's special mobile application.

- 3.3. Module content. The MyCOMPANY Module contains in particular the following functions:
- 3.3.1. the function of a request for sign-up of a Device for Cloud JABLOTRON,
  - 3.3.2. the function of management of installed/serviced Devices, including management of the Device communication to Cloud JABLOTRON (“installation management”);
  - 3.3.3. the function of End User portfolio management (“portfolio management”),
  - 3.3.4. the function of communication to the Provider and/or Related Parties (“communication function”);
  - 3.3.5. the function of creating and managing offers for installations of Devices to End Users (“offer management function”);
  - 3.3.6. the function of Subordinate User Profiles.
    - 3.3.6.1. A Module User is entitled, at their discretion, to set up a Subordinate User Profile for their Account for another User;
    - 3.3.6.2. the login to a Subordinate User Profile is the User’s e-mail address and the password is a string of alphanumeric characters generated in the process of setting up the Subordinate User Profile;
    - 3.3.6.3. the User learns about the creation of a Subordinate User Profile for the Module User’s account on the basis of an e-mail message created in the process of creating a Subordinate User Profile and containing, inter alia, the User’s login data;
    - 3.3.6.4. the scope of rights and permissions associated with the Subordinate User Profile is determined by the Module User;
    - 3.3.6.5. WARNING: an inappropriate scope of rights and permissions associated with a Subordinate User Profile may, in its broadest form, allow the person to whom such a profile has been created to obtain even more rights than the Module User themselves;
    - 3.3.6.6. activities performed within a Subordinate User Profile are logged;
    - 3.3.6.7. the Module User is entitled to cancel the Subordinate User Profile at any time;
    - 3.3.6.8. the User for whom such a profile has been created will be notified of the cancellation of the Subordinate User Profile by a notification sent to the e-mail address used as a login to the account in question;
    - 3.3.6.9. Personal Data may be processed in the performance of the User’s activities under the Subordinate User Profile. In this context, the Module User is obliged to comply with all obligations arising from the GDPR;
    - 3.3.6.10. A Subordinate User Profile with the same content can be created for multiple Users at the same time and there is no limit to the number of Subordinate User Profiles that can be created by one Module User;
    - 3.3.6.11. the variants of set-up of the scope of rights and permissions associated with a Subordinate User Profile result from the technical capabilities of Cloud JABLOTRON, which are determined by the Provider, who may change them from time to time at its discretion after informing the affected Module Users.

- 3.4. The MyCOMPANY Module will function substantially as described in the basic module information available on the Website. THE RISK OF USING THE MODULE IS BORNE BY THE MODULE USER.
- 3.4.1. **DISCLAIMER OF WARRANTIES.** The MyCOMPANY Module is provided for use “as-is”. To the extent permitted by applicable law, the Provider disclaims all warranties in relation to the Module, makes no contractual warranties or guarantees of any kind nor does it declare any conditions under which the Module will always function. Guarantees of fitness for a particular purpose or non-infringement are also excluded.
- 3.4.2. **LIMITATION AND EXCLUSION OF DAMAGES.** If, despite the previous disclaimer of warranties, the Module User has any right to compensation for damages, then, unless otherwise stated in the Applicable Regulations, compensation for damages is limited to direct damages only, and only up to an aggregate amount of CZK 50,000 (fifty thousand Czech crowns). The Module User may not claim compensation for any other damages, including consequential, special, indirect or incidental damages and lost profits.
- 3.5. **License.** The use of the MyCOMPANY Module is fully subject to the license conditions contained in Art. 12 of the TCU, including the gratuitous granting of the license by the Provider.

#### **4. MAKING THE MYCOMPANY MODULE AVAILABLE**

- 4.1. Making the MyCOMPANY Module available. Access to the MyCOMPANY Module is granted to the User by the Provider or another authorized entity either on the basis of a request from an Important Partner or on the basis of an agreement with the relevant User, but in principle only after such User has completed the Provider’s specialized training and provided the Information necessary to establish access. If authorized to do so by the Provider, an Important Partner may establish access for the User, or in the case of Subordinate User Profiles, access is set up and the scope of rights is set by the Module User, but in principle only on the basis of completion of specialized Provider’s training by such User. If a person interested in accessing the MyCOMPANY Module does not yet have an Account, the Provider or another authorized entity will first create the Account and send the person an e-mail message with access data to the Account where the MyCOMPANY Module is already available.
- 4.2. Activation of the MyCOMPANY Module means the point at which the Module User is granted access to the MyCOMPANY Module and occurs upon the cumulative fulfilment of the following conditions: (i) the Module User’s first login to their Account after the Module is made available pursuant to paragraph 4.1 of these SCU and (ii) acceptance of these SCU.
- 4.3. Deactivation of the MyCOMPANY Module means revocation of the Module User’s access to the MyCOMPANY Module by the Provider, which occurs within twenty-four (24) hours after (i) the termination of the Module User’s contractual relationship with the Provider pursuant to these TCU, or (ii) the Module User’s contractual relationship with the Provider pursuant to the TCU.

#### **5. RIGHTS AND OBLIGATIONS OF THE PARTIES**

- 5.1. The Module User undertakes, in particular:
- 5.1.1. to comply strictly with the Applicable Regulations when using the Module and ensure that all persons the Module User allows to access the Module User’s Account comply with the same obligation;
- 5.1.2. to refrain from any unauthorized interference with the functionality of the

Module;

- 5.1.3. not to create fictitious accounts in Cloud JABLOTRON and not to attempt to create such accounts;
  - 5.1.4. not to use the Module in violation of the rights, legitimate interests or legitimate expectations of End Users or other persons affected by the use of the Module;
  - 5.1.5. to fulfil their obligations from acts towards End Users, the Provider and Related Parties duly and in time; in the event of breach of this obligation, the Provider will acquire the right referred to in Art. 11 of the TCU – Termination of access;
  - 5.1.6. to inform Users in their customer portfolio that the Provider or other persons (as a JA PARTNER Module user cooperating with the Module User) will have access to their contact details;
  - 5.1.7. to act in such a way as not to endanger the safety of Data;
  - 5.1.8. to back up Data related to their use of the Module on an ongoing basis, especially those whose loss could cause any material or immaterial damage to the Module User, Installation Partners, Mechanics or End Users or other persons, such as Data that the Module User has entered or created in the Module or Data made available to the Module User in the Module;
  - 5.1.9. to refrain from making any misrepresentations or statements to End Users regarding the Sign-up status of their Devices;
  - 5.1.10. not to terminate their use of Cloud JABLOTRON without first informing the Provider and the End Users for whom the Module User performs the activities described in par. 2.3 of these SCU sufficiently in advance (i.e., at least three months in advance) of such intention;
  - 5.1.11. to protect and promote the Provider's interests known to them with respect to the operation of Cloud JABLOTRON.
- 5.2. The Provider undertakes, in particular:
- 5.2.1. to exercise its rights under these SCU so as not to interfere with the Module User's ability to use the MyCOMPANY Module except as provided in these SCU, the TCU and the Extraordinary Administration Rules;
  - 5.2.2. to protect Information received from the Module User and treat it only in a manner and within the limits laid down by these SCU and TCU;
  - 5.2.3. not to disclose the Module User Account, Information or Data contained in the Module User Account to any third party except in the case of Extraordinary Administration and in cases where (i) disclosure is necessary to protect the interests of the Provider or a Related Party, or (ii) disclosure is required by law or Applicable Regulations, or (iii) disclosure is ordered by a public authority, administrative body, court or arbitration tribunal, or (iv) disclosure is in the interest of the Module User, or (v) disclosure is necessary for the proper operation or use of the Module (incl. its update or upgrade), and the person to whom the disclosure is made is bound by a duty of confidentiality;
  - 5.2.4. back up the Data for the period of time for which it allows the Module User to Use the Module.
- 5.3. Information during Device Sign-up. The Module User also undertakes to ensure that during Device Sign-up all Information obtained from an End User about the End User's Device will always be provided truthfully, accurately and completely. In the event that the Information about the End User becomes outdated or inaccurate, the Partner will immediately inform the Module User about this fact and at the same time provide the Provider with (enter in the User) up-to-date true, accurate and complete Information. Negative consequences, including liability relationship arising from outdated, false,

incorrect or incomplete information (about the Device or the End User) will be borne by the Module User.

- 5.4. Use of the contents of End User accounts in Cloud JABLOTRON. The Module User is not entitled to dispose of the content, information or data displayed, stored or otherwise derived from End Users' accounts in Cloud JABLOTRON in any manner other than in accordance with these SCU and any agreement with the relevant End User.
- 5.5. User tribe administration.
  - 5.5.1. Access to contact details. The Module User acknowledges that the Provider reserves the right to access the End User's contact data recorded in Cloud JABLOTRON, in particular for the purposes of sending commercial communications, performing Extraordinary Administration and sending information related to the possible termination of cooperation between the Provider or a Related Party and the Module User.
  - 5.5.2. Extraordinary administration of the user tribe. In order to maintain or ensure the fulfilment of the Module User's obligations in the area of Cloud JABLOTRON support arising from the relevant TCU or these SCU, the Provider has issued the Extraordinary Administration Rules, which are part of these SCU. By entering into a contractual relationship governed by these SCU, the Module User confirms that they have read and understood them and undertakes to comply with them.

## **6. TERMINATION OF ACCESS**

- 6.1. The Provider is entitled to revoke the Module User's access to the MyCOMPANY Module in the event of a serious breach of these SCU and in the cases specified in Art. 11 of the TCU and par. 6.2 of the SCU.
- 6.2. Furthermore, the Provider may revoke, prevent or restrict Module User's access to the MyCOMPANY Module if:
  - 6.2.1. the conditions for the exercise of Extraordinary Administration are met in accordance with the relevant provisions of the Extraordinary Administration Rules;
  - 6.2.2. the Module User will no longer meet the defining characteristics of a "Module User" as defined in par. 1.1 of this SCU;
  - 6.2.3. it follows from the Applicable Regulations or from a decision of a public authority, administrative body, court or arbitration tribunal.
- 6.3. The right of access to the MyCOMPANY Module terminates automatically in the event of termination of the contractual relationship between the Parties established by the Data Processing Agreement.
- 6.4. The Provider may assert the right to terminate access under this paragraph only after a reasonable time period for rectification has lapsed, except the case referred to in par. 6.3.
  - 6.4.1. The Provider is obliged to inform the Module User about the provision of a deadline for rectification and its length, together with the definition of the defective condition.
  - 6.4.2. If the Provider exercises the right to terminate access under this Article, it is also entitled to use the Module User Data in accordance with the provisions of the Extraordinary Administration Rules, including the transfer of such Module User Data to a third party in compliance with the Applicable Regulations.

- 6.5. Settlement of rights and obligations. In the event of termination of access to the MyCOMPANY Module, the mutual rights and obligations of the Parties shall be settled by termination of access due to the gratuitous nature of its use. The Module User is to claim any claims of the Module User that the Module User believes have not been properly settled immediately after termination of access with the Provider at [support@jablotron.cz](mailto:support@jablotron.cz).

## **7. RESPONSIBILITY**

- 7.1. With regard to enabling gratuitous use of the MyCOMPANY Module, the Module User is not entitled to any rights against the Provider for defective performance in connection with the use of the MyCOMPANY Module.

### **7.2. Damage caused to the Module User.**

- 7.2.1. Should the Module User become entitled, in connection with the use of the MyCOMPANY Module, to compensation of harm due to the violation of an obligation resulting from these SCU or Applicable Regulations, 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 Module User as an immediate and direct result of a breach of obligation based on fault, however not exceeding CZK 1,000 (one thousand Czech crowns) for the entire duration of the contractual relationship regulated by these SCU.

7.2.1.1. The Provider, with regard to the above-mentioned limitation of harm compensation, will not compensate for especially 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 (goodwill).

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

- 7.2.2. The agreed limitation of compensation for damages will always apply to the greatest extent permitted by the mandatory provisions of the applicable law governing these SCU or to the extent resulting therefrom, and is agreed to be reasonable with respect to all circumstances related to the provision and use of the MyCOMPANY Module, and at the same time defines the foreseeable damage that may be incurred by the Module User or a third party. The Module User is not entitled to claim compensation exceeding the agreed limitation of compensation for harm, with the exception of:

7.2.2.1. harm to the human natural rights;

7.2.2.2. harm caused intentionally or through gross negligence;

7.2.2.3. cases where such right is provided for by a mandatory provision of the applicable law governing these SCU.

### **7.3. Harm caused to a third party.**

- 7.3.1. Should a third party whose interest was clearly to be served by the performance of an obligation arising from these SCU be entitled to compensation for damages against the Provider, the Module User undertakes, with respect to the fact that such overlap of obligations arising from these SCU was not apparent when the contractual relationship governed by these SCU was concluded, to compensate such a third party for all damages to which the Provider will be liable, or to reimburse the Provider for any funds it has expended against such a third party in the meantime to compensate for damages.

7.3.2. Should a third person become entitled, in connection with the Module User's use of the MyCOMPANY Module contrary to the Applicable Regulations, to compensation for damage by the Provider, then:

7.3.2.1. by entering into a contractual relationship governed by these SCU, the Module User assumes the obligation to compensate for the damage caused to such third party and undertakes to indemnify such third party; or

7.3.2.2. if the Provider has already compensated the third party, the Module User undertakes to reimburse the Provider for all means it has incurred in the meantime to compensate such third party, including related costs,

within three (3) days from the date of receipt of the Provider's notification of the occurrence of this obligation, in particular to the Module User's e-mail address; in the event of the Module User's delay in payment, the Provider and the Module User agree on contractual interest on late payment in the amount of five tenths (0.5) % of the amount due per day.

7.4. Liability of the Module User.

7.4.1. The Module User is fully liable for the use of the MyCOMPANY Module. The Module User is liable for a defective manner of use of the MyCOMPANY Module to the Provider and to any third parties that could possibly be the injured parties (mainly to End Users), and to public authorities or administrative authorities.

7.4.2. The Module User acknowledges and agrees that the Module User will be solely responsible for all Data accessed through the use of the MyCOMPANY Module or arising from the use of the MyCOMPANY Module. However, this does not preclude the application of the provisions of the Extraordinary Administration Rules.

7.4.3. The Module User is the Controller of the personal data of End Users and other persons processed in the MyCOMPANY Module and as such is responsible for processing the personal data in accordance with the Applicable Regulations.

**8. EFFECTIVE PERIOD OF THE SCU AND SUCCESSOR SCU**

8.1. Force and effect. With the exception of par. 8.2 and 8.3 of the SCU (the force and effect of which are not limited in time), these SCU are effective for the Effective Period of the SCU.

8.2. Prolongation.

8.2.1. If Successor SCU are posted to the Account during the Effective Period of the SCU, then the Effective Period of the SCU will end upon the commencement of effect of the Successor SCU, unless the Successor SCU state otherwise.

8.2.2. The Effective Period of the Successor SCU becomes the Effective Period of the SCU upon the end of the Effective Period of the SCU.

8.2.3. The Provider may post a notice in the Account at any time during the SCU Effective Period stating the date on which the SCU ends.

8.3. Successor SCU. If the Module User does not agree with the Successor SCU, the Module User is obliged to stop using the MyCOMPANY Module and to terminate the contractual relationship with the Provider established by these SCU without undue delay after becoming aware of the Successor SCU, but no later than within one (1) month from the beginning of their effectiveness, in accordance with par. 9.3 of the SCU. Where the Module User wishes to hand in its notice with a notice period, the Module



User is obliged to specify unambiguously the duration of the notice period in their notice of termination, and the duration of the notice period must not exceed two (2) 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. 9.3 of the SCU.

- 8.4. The Parties agree that after termination of the Effective Period of these SCU, the MyCOMPANY Module may only be used under conditions stipulated in the Successor SCU with the most recent publication date. Where the Module User logs in to their Account after the Effective Period of the SCU, it will be deemed that the Module User also expressed, with this real act, agreement with Successor SCU with the most recent publication date and their will to be bound by them.

## **9. TERM OF THE CONTRACTUAL RELATIONSHIP**

- 9.1. The contractual relationship governed by these SCU is established upon the activation of the MyCOMPANY Module.
- 9.2. The contractual relationship provided for by these SCU terminates no later than with the expiry of the Effective Period of the TCU.
- 9.3. Before the expiry of the Effective Period of the SCU, the Module User is entitled to terminate the contractual relationship established by these SCU 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 Installation Partner the delivery of the termination notice by sending a notification to the Installation Partner's Email address.
- 9.4. Before the expiry of the Effective Period of the SCU, the Provider is entitled to terminate the contractual relationship established by these TCU at any time without cause and without a notice period, by sending a notice of termination to the Module User's Email address. The Module 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.
- 9.5. The contractual relationship terminates upon the effective date of the termination notice.
- 9.6. If the contractual relationship between the Parties governed by the TCU is terminated, or if access to the MyCOMPANY Module or Cloud JABLOTRON is terminated for any of the reasons set forth in Art. 6 of these SCU or Art. 11 of the TCU (Termination of Access), the contractual relationship between the Parties established by these SCU will terminate at the same time.

## **10. OTHER PROVISIONS**

- 10.1. Unless stipulated otherwise herein, rights and obligations of the Module User and the Provider are governed by the TCU then in force and effect.
- 10.2. In the event of a conflict between these SCU and the TCU, these SCU take precedence over the TCU.
- 10.3. 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 in these SCU; however, the Module 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.

- 10.4. Language version, governing law. These SCU are translated into several languages; in the case of any discrepancy between the various language versions, the Czech version prevails. Since the Provider has its registered office in the Czech Republic, where essential technical aspects of Cloud JABLOTRON are also located, these SCU 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.
- 10.5. 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 SCU or under the Applicable Regulations, the Module User agrees that such conduct of the Provider will not be considered a waiver of such a right by the Provider.

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