

**TERMS AND CONDITIONS FOR THE PROVISION OF THE SECURITY DATA  
CONNECTOR SERVICE**  
No. SDC\_2023205701  
Effective from: 1.57.20232

Issued by the SECURITY DATA CONNECTOR Service Provider in connection with Article 4 Additional Services of the GENERAL TERMS AND CONDITIONS FOR THE USE OF CLOUD JABLOTRON, i.e., by **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 Registered 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 SECURITY DATA CONNECTOR 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:

“SDC Service Activation”	means the moment from which the SDC User may fully use all functions of the SDC Service for registered and active Devices in Cloud JABLOTRON with a SIM card supplied for these purposes by the Provider;
“SDC Service Blocking”	means the moment of termination of provision of the SDC Service by the Provider further specified in par. 4.1.3 (Blocking in the gratuitous stage) and in subpar. 7.13 of these SDC T&C (Blocking in the fee-based stage);
“SDC Service Deactivation”	means the moment from which the SIM card in the Device may not be used for the purposes of SDC;
“Effective Period of the SDC T&C”	means the period from the beginning of effect of the SDC T&C set by the Provider until the time stipulated in the Successor SDC T&C or until the beginning of effect of the Successor SDC T&C or until the time specified in a notification pursuant to par. 8.4, however, not longer than the Effective Period of the TCU;
“Offer”	means an offer by the Provider for a fee-based provision of the SDC Service communicated through the Account, stating the period and price for the use of the SDC Service as required by the SDC User based on the data usage of the Device the SDC User requests to use the SDC Service with;
“Successor SDC T&C”	means SDC T&C published on the Website with a subtitle of a more recent date of publication superseding the current SDC T&C in effect;

<b>“Period”</b>	means the time for which the User prepays the SDC Service;
<b>“Order”</b>	means an order of the SDC Service by an SDC User using the Account, based on the Provider's Offer;
<b>“Provider”</b>	means company <b>JABLOTRON CLOUD Services s.r.o.</b> , 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;
<b>“SDC T&amp;C”</b>	means the currently effective Terms and Conditions for the Provision of the SECURITY DATA CONNECTOR Service;
<b>“Device Registration for the purposes of SDC use”</b>	means Device Registration in Cloud JABLOTRON for the purposes of using the SDC Service performed by a User or an Installation Partner;
<b>“SIM card”</b>	means a SIM card supplied by the Provider solely for the purpose of providing the SDC Service together with the SDC User Device;  the provider of telecommunication services associated with the SIM card, as well as its owner according to the regulations on electronic communications, is the relevant operator in whose network the SIM card is registered;  SIM cards are subject to regulation by the relevant telecommunications authority;
<b>“SDC”</b>	means the SECURITY DATA CONNECTOR Service, as one of the optional Services in Cloud JABLOTRON, which enables the SDC User to achieve enhanced access to the Cloud JABLOTRON user interface for controlling and collecting data from the connected Device;
<b>“Contract”</b>	means a contract on fee-based provision of the SDC Service entered into between the Provider and the SDC User based on which the SDC User has the right to use the SDC Service and the Provider has an obligation to provide this service;
<b>“SDC User”</b>	means a User of the SDC Service, i.e., a person who accesses and legitimately uses the SDC Service and who is also a User of Cloud JABLOTRON.

## 2. SUBJECT-MATTER OF THE SDC T&C

- 2.1. The subject-matter of these SDC T&C is the regulation of mutual rights and obligations between the Parties in connection with the use of the SDC Service by the SDC User.

### **3. SDC SERVICE**

- 3.1. Purpose of the SDC Service. The purpose of the SDC Service is to:
- 3.1.1. guarantee to SDC Users an enhanced possibility to access the user interface for management and collection of data from a connected Device;
  - 3.1.2. enable, through Providers of Support Services, full use of all available functionalities of Cloud JABLOTRON related to the Device without additional costs of data traffic between the Device and the SDC User's Account (i.e. for a fixed price, which already includes all communication between the Device and the SDC User's Account or, where applicable, the Provider's servers);
  - 3.1.3. ensure, through Providers of Support Services, a higher level of protection against connection and communication outages between the Device and the SDC User's Account through a SIM card placed in the Device by allowing connection of the Device in all networks of mobile operators available in roaming; in Austria, connection is only possible to the network of T-Mobile Austria GmbH.
- 3.2. The essence of the SDC Service. The SDC Service 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. Data processing is unlimited in terms of volume but is provided only for the duration of the Period.
- 3.3. Providers of supporting services. The data processing is provided by T-Mobile Czech Republic a.s., whose services include an electronic communications service as defined by law, which uses the technical solutions of T-Mobile Austria GmbH.
- 3.4. Exclusion from surveillance. The SDC Service is not a service consisting in premises surveillance or monitoring or locating people. Where services consisting in surveillance of premises are provided to SDC User, they are provided by a person different from the Provider and based on a contractual relationship other than the Contract.

### **4. PROVISION OF THE SDC SERVICE**

- 4.1. SDC Service Activation
- 4.1.1. The SDC Service may be used free of charge for thirty (30) days from the first Device Registration in Cloud JABLOTRON after the first SDC Service Activation in the gratuitous stage.
  - 4.1.2. The SDC Service Activation occurs upon the first login of the SDC User into a newly created or already existing User in Cloud JABLOTRON based on credentials sent to the SDC User's Email address. The password for the first login is generated automatically. The SDC T&C are sent, upon Device Registration in Cloud JABLOTRON, to the SDC User to their Email address in PDF before the first SDC Service Activation. To Activate the SDC Service, the SDC User is required to review and agree to the SDC Terms and Conditions and, in the case of a newly established Account, to the TCU. Upon acceptance of the SDC T&C, the SDC T&C are accepted by the SDC User and the SDC User may use the SDC Service.
  - 4.1.3. SDC blocking in the gratuitous stage. SDC Blocking means the moment of termination of provision of the SDC Service, which occurs within twenty-four (24) hours after the expiry of thirty (30) days of gratuitous use under this article of the SDC T&C. A period of thirty (30) days commences on the moment referred to in the previous sentence during which the SIM card may be unblocked by entering into a Contract and making a payment under

subpar.4.2.2 and Art. 5 of these SDC T&C. Making a payment under these SDC T&C will reactivate the SIM card within twenty-four (24) hours from making the payment. The SDC SIM card located in the Device associated with the provision of the SDC Service will no longer be active after Blocking. Unless a Contract is entered into and a payment made under subpar. 4.2.2 and Art. 5 of these SDC T&C within a period of thirty (30) days, the SIM card will be deactivated and can no longer be used. From the moment of SDC Service Deactivation, the SIM card must be replaced; for the avoidance of any doubt the Parties stipulate that the costs of replacement are to be borne by the SDC User.

- 4.1.4. The gratuitous stage shall end upon the execution of a Contract leading to the provision of the SDC Service for a fee, but no later than upon the expiration of the time period specified in subpar. 4.1.1 of these SDC T&C.

#### 4.2. Fee-based stage of the SDC Service Provision

- 4.2.1. After the expiry of the gratuitous period under Art. 4 of these SDC T&C, the SDC Service may further be used, in connection with the Device containing the SIM card, only as a fee-based Service and based on the Contract.

- 4.2.2. Contract conclusion. The Provider's Offer is considered an offer to enter into a Contract. The selection of the tariff for the use of the SDC Service depends on the data usage of the Device, and the SDC User can choose to prepay the use of the SDC Service.

- 4.2.3. The moment of entering into the Contract is the moment when the Provider receives agreement to these SDC T&C (clicking "*I agree to the SDC Terms and Conditions*") and with the Order (clicking "*Complete the order*"). By agreeing to these SDC T&C and completing the Order, the SDC User expresses their will to be bound by these SDC T&C and the Order.

- 4.3. The SDC User is obliged to ensure fulfilment of and compliance with technical prerequisites of proper functioning of the SDC Service on the SDC User's part. The SDC User is obliged to use the SIM card only in connection with the Device for which SDC Service Activation was performed.

- 4.4. Extended Support Service. Where the Mounting Partner agrees with the SDC User on an extended support service, this service will be provided in the Provider's service centre for up to seven (7) years from the first installation of the Device. The extended support service covers free repairs of the Device in which SDC is active throughout the duration of the extended support service and for which the Mounting Partner has agreed so with the SDC User. The extended support service does not apply to defects caused by incorrect or improper use of the Device, to defects resulting from intentional damage, excessive wear and tear or to damage by Force Majeure (fire, lightning strike, flood, etc.), replacement of batteries, installation work associated with the Device. THE COSTS ASSOCIATED WITH THE EXTENDED SERVICE SUPPORT REPAIR, SUCH AS DISASSEMBLY OR ASSEMBLY AT THE INSTALLATION SITE, SHIPPING, POSTAGE, TRAVEL, ETC., ARE BORNE BY THE SDC USER.

### 5. **SDC SERVICE PRICE AND PAYMENT TERMS**

- 5.1. The SDC Service provided for a fee, and the Provider's current price list is always available on the Website. All prices in the price list are stated in EUR and excluding VAT, which will always be charged to the SDC User in the amount specified by the Applicable Regulation.
- 5.2. The Provider may choose to provide the SDC Service free of charge for a limited period of time, to the extent in its sole discretion, as well as to offer the SDC User a temporary period of free use (trial) or use at a reduced price. To the extent specified by the offer,

the SDC User will not be obliged to pay for the relevant SDC Service for the period of effect of such offer. This is without prejudice to any other provisions of these SDC T&C or any payments already made for the provision of the SDC Service in the previous period.

- 5.3. Any changes to the prices of the SDC Service shall be published by the Provider on the Website reasonably in advance of the price list change.
- 5.4. After receipt of the Order and receipt of confirmation of payment made by the SDC User according to the Order, a confirmation of payment and an invoice are sent to the SDC User's Email address.
- 5.5. The Period always commences on the date stated on the invoice and ends on the date stated on the invoice.
- 5.6. The terms of payment are always listed in any Order generated based on an Offer of the Provider. The price for the provision of the SDC Service is always agreed for the respective Period—a quarter, a half-year or a year in advance (billing period) unless stated otherwise in the Order. ALL PRICES IN THE PROVIDER'S OFFER ARE LISTED WITHOUT VAT. Prices including VAT are indicated in the SDC User's Order before payment for the use of the SDC Service.
- 5.7. The price stated in the Offer applies to the use of the SDC Service for one Device. The use of the SDC Service may be paid by separate payments for each individual Device. SDC paid for one Device may not be transferred to another Device.

## **6. LIABILITY OF THE PARTIES**

- 6.1. The Provider reserves the right to limit, temporarily and for a necessary time, access to the SDC Service and to Cloud JABLOTRON, mainly due to updates and maintenance of the SDC Service or Cloud JABLOTRON, including technical shutdowns. As a result, some of all essential features of the SDC Service may be out of operation temporarily and there may be, for example, delays in the delivery of messages, etc. 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. Limitations in the use of the SDC Service pursuant to this paragraph do not provide the SDC User with **(i)** any right to terminate the Contract; **(ii)** any right to any damages; or **(iii)** any other right arising from defective performance by the Provider.
- 6.2. SINCE THE PROVIDER IS NOT A PROVIDER OF MOBILE SERVICES OF ELECTRONIC COMMUNICATIONS, especially a mobile phone network, IT MAY NOT BEAR ANY LIABILITY, INCLUDING LIABILITY FOR DEFECTS AND DAMAGE, FOR SERVICES PROVIDED BY THE RESPECTIVE CARRIER (ESPECIALLY 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.
- 6.3. Coverage areas with signal for the provision of mobile electronic communications services may be graphically displayed in indicative maps available from T-Mobile Czech Republic a.s. or, where applicable, T-Mobile Austria GmbH and their roaming partners on their websites. 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 SDC User will always have network coverage in areas which are covered areas according to the map. Non-coverage of some parts of the territory is not a defective performance of the Provider or the T-Mobile Czech Republic a.s. or, where applicable, T-Mobile Austria GmbH and does not give rise to any right of the SDC User for damages or to withdraw from the Contract under these SDC T&C.

- 6.4. Quality guarantee. The Provider calls the SDC User's attention to the fact that the provision of the SDC Service is not subject to any quality guarantee.
- 6.5. The SDC User has the right exercise the right from liability for defects provided by the SDC Service if this SDC User's right is provided for in mandatory legal provisions. The SDC User may file a Complaint about the SDC Service through the Mounting Partner in the form of email, telephone conversation or SMS. The Mounting Partner will then ensure processing of the Complaint by the Provider. The SDC User will be informed about the outcome of their Complaint by email sent to the Email address. If the SDC Service does not reach the agreed level of quality, the SDC User-Consumer has the right to exercise rights from defective performance, provided that:
  - 6.5.1. SDC User-Consumer must point out the defect of the SDC Service without undue delay after the SDC User-Consumer has had the opportunity to discover the defect, but not later than within six (6) months of SDC Service Activation.
  - 6.5.2. SDC USER-CONSUMER 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 THE CONTRACT OR OTHERWISE FOLLOWS FROM THE AGREED LEVEL OF QUALITY OF THE PROVIDED SDC SERVICE; **(ii)** THE DEFECT IS CAUSED AS A RESULT OF CONDUCT OF THE SDC USER OR PERSONS THE SDC USER ALLOWED TO USE CLOUD JABLOTRON OR THE SDC SERVICE CONTRARY TO THESE SDC T&C THE TCU OR INFORMATION ABOUT THE USE OF CLOUD JABLOTRON OR THE SDC SERVICE; **(iii)** THE DEFECT IS CAUSED BY A TEMPORARY LIMITATION DUE TO ONGOING UPDATES OR MAINTENANCE OF CLOUD JABLOTRON AND THE SDC SERVICE OR FORCE MAJEURE.
  - 6.5.3. SDC User-Consumer is to file their Complaint by sending an email to the Provider's email address: [support@jablotron.cz](mailto:support@jablotron.cz).
  - 6.5.4. 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 SDC User-Consumer. The Provider will issue a confirmation of Complaint settlement for the SDC User-Consumer.
- 6.6. NON-CONSUMER SDC USERS EXPRESSLY WAIVE THEIR RIGHTS ARISING FROM ANY DEFECTS OF SERVICES BY ACCEPTING THESE SDC T&C. However, if any right arising from defective performance would arise for a n SDC User based on mandatory statutory provisions, then the Provider and the SDC User agree on an obligation of the SDC User to exercise such a right without undue delay, but not later than within one (1) month from SDC Service Activation.
- 6.7. Where the SDL User becomes entitled for damages from the Provider in connection with Device Registration, Account Use, use of Cloud JABLOTRON or use of the SDC Service, etc., the User shall have a claim for compensation of damages or a claim for liability for defects from the Provider; the procedure is stipulated in the TCU.
- 6.8. The Provider is not liable to the SDC User for any harm caused to the SDC User through any activity of the Mounting Partner in connection with the SDC Service. The Provider is not liable for any harm caused to the SDC User in connection with services provided by the Mounting Partner.

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

- 7.1. The contractual relationship provided for by these SDC T&C terminates no later than with the expiry of the Effective Period of the TCU.
- 7.2. The Contract is concluded in principle for a definite period, namely the period specified in the Order.
- 7.3. The Contract terminates:
  - 7.3.1. by expiration of the Period for which the Contract was concluded;
  - 7.3.2. by concluding a new fee-based contract for the provision of the SDC Service;
  - 7.3.3. by withdrawal from the Contract by the SDC User-Consumer;
  - 7.3.4. due to a subsequent impossibility of performance by the Provider or as a result of an ongoing Force Majeure event; or
  - 7.3.5. for other reasons under Applicable Regulations.
- 7.4. The contract for the provision of the SDC Service is terminated automatically when the Device in connection with the SDC Service is used is removed from Cloud JABLOTRON.
- 7.5. If the SDC User is a Consumer, in addition to the rights set out in these SDC T&C, the User also enjoys all rights related to a unilateral termination of the contract arising from the Applicable Regulations.
- 7.6. Termination by the Provider. The Provider may terminate the Contract without a notice period for a breach of the SDC T&C or the TCU by the SDC User or for abuse of SDC by the SDC User for purposes other than those foreseen by the SDC T&C, by sending a notice of termination to the Email address. The SDC 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 Mounting Partner received the Provider's notice of termination. In the event of a breach of the SDC T&C or the TCU by the SDC User or misuse of the SDC Service by the SDC User pursuant to this paragraph, the Provider shall be entitled to a contractual penalty corresponding to the amount of money for the unused Period.
- 7.7. Termination by the SDC User.
  - 7.7.1. The SDC User may terminate the Contract without a notice period for a breach of the SDC T&C or the CU C by the Provider, by sending a notice of termination from the SDC User's Email address to the Provider's email address. The Provider is obliged to confirm, without delay, to the SDC User the delivery of the termination notice by sending a notification to the SDC User's Email address. In that case, the SDC User becomes entitled to a refund corresponding to the amount for the unused Period.
  - 7.7.2. The contractual relationship terminates with the effect of the termination notice of any Party, which occurs at the moment of delivery of the termination notice to the other Party.
- 7.8. Withdrawal from the Contract by a SDC User-Consumer.
  - 7.8.1. A SDC User-Consumer may withdraw from the Contract without cause within fourteen (14) days from its conclusion. By accepting these SDC T&C, a SDC User not in the position of a Consumer hereby expressly waives their right to withdraw from the Contract.
  - 7.8.2. The time period for a withdrawal from the Contract referred to in par. 7.8 of the SDC T&C is considered observed if a SDC User-Consumer sends a notification of withdrawal to the Provider during this time period. Where a SDC User-

Consumer received any item allowing the functioning of the SDC Service, the SDC User is to return such an item by post or in person to the Provider without undue delay, but not later than within fourteen (14) days of withdrawal from the Contract. The Provider will return obtained amounts to the SDC User-Consumer, including the costs of delivery, in the same manner they were received from the SDC User-Consumer, or, where the selected method does not allow this, in another appropriate manner, without undue delay, but not later than within fourteen (14) days of withdrawal from the Contract. The time limit for the refund will be extended by the time period of return of the item (i.e. the time from the passage of the time limit referred to in the previous sentence until the moment the item is taken over by the Provider) used to use the SDC Service (this does not apply where a SDC User-Consumer proves they have already sent the item back). The costs of delivery of such item will be refunded only to the amount of the cheapest delivery method offered by the Provider. Costs incurred by a SDC User-Consumer associated with withdrawal from the Contract are to be borne by the SDC User-Consumer themselves. Returned funds will be reduced in proportion to the agreed price for performance provided until the moment of withdrawal from the Contract. The SDC User will be obliged to return the SIM card only if requested, through the Provider to the Email address, to return their SIM card(s).

- 7.9. The contract will also terminate automatically when the SDC User's access to Cloud JABLOTRON is cancelled or the SDC User's Account is terminated for any of the reasons set out in the relevant provisions of these SDC T&C or the TCU.
- 7.10. Form for withdrawal from the Contract. A SDC User-Consumer may use the form attached as Annex 1 to the SDC T&C to withdraw from the Contract.
- 7.11. If access to Cloud JABLOTRON or the SDC Service is terminated for any reason referred to in these SDC T&C or Art. 11 of the TCU (Termination of access), the contractual relationship between the Parties regulated by these SDC T&C also terminates.
- 7.12. Unless stipulated otherwise, provisions in Art. 11 of the TCU (Termination of access) will apply by analogy to termination of the mutual contractual relationship between the SDC User and the Provider.
- 7.13. SDC Blocking, SDC Service Deactivation;
  - 7.13.1. SDC Blocking in the fee-based stage means the moment of termination of provision of the SDC Service, which occurs within (twenty-four) 24 hours after the termination of the Contract. A period of thirty (30) days commences on the moment referred to in the previous sentence, i.e. after the end of the Period, during which the SIM card may be unblocked by entering into a Contract and making a payment under subpar. 4.2.2 and Art. 5 of these SDC T&C. Making a payment under Art. 5 of these SDC T&M will reactivate the SIM card within 24 hours from making the payment.
  - 7.13.2. Unless a Contract is entered into and a payment made under subpar. 4.2.2 and Art. 5 of these SDC T&C within a period of thirty (30) days, the SIM card will be deactivated and can no longer be used. From the moment of SDC Service Deactivation, the SIM card in the Device must be replaced; for the avoidance of any doubt the Parties stipulate that the costs of replacement are to be borne by the SDC User; an SDC User-Consumer will be requested to provide their express consent with the SDC Service Activation as a fee-based Service.



**8. EFFECTIVE PERIOD OF THE SDC T&C AND SUCCESSOR SDC T&C**

8.1. Force and effect. With the exception of provisions in par. 8.2 and 8.5 of the SDC T&C (the force and effect of which are not limited in time), these SDC T&C are effective for the Effective Period of the SDC T&C.

8.2. If the Successor SDC T&C take effect, the Effective Period of the SDC T&C terminates at the beginning of the effectiveness of the Successor SDC T&C.

8.3. The Effective Period of the Successor SDC T&C becomes the Effective Period of the SDC T&C upon the end of the Effective Period of the SDC T&C.

8.4. If the Provider publishes a notice in the Account stating the date on which the effect of the SDC T&C terminates, the effect of the SDC T&C will terminate on that date. Such notice will be published in the Account at least 23 (threetwo) months before the termination date of the SDC T&C.

8.5. SDC Successor T&C.

8.5.1. The Provider continuously develops, improves or extends the functional and user capabilities of the SDC Service, optimizes its 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 SDC Service, etc. At the same time, there are continuous changes in the legislation relating to the provision of the SDC 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 SDC T&C FROM TIME TO TIME WITH SUCCESSOR SDC T&C.

8.5.2. Users are notified of any changes to the SDC T&C 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—TWO (32) MONTHS OF NOTIFICATION UNDER SUBPAR. 8.5.2 OF THE SDC T&C,
- b) IN THE EVENT OF REGULATORY CHANGES OR CHANGES RELATED TO THE DEVELOPMENT, IMPROVEMENT OR EXTENSION OF THE FUNCTIONAL OR USER CAPABILITIES OF THE SMS NOTIFICATION 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 SDC T&C IN THE USER'S ACCOUNT.

8.5.4. IF THE USER DOES NOT AGREE WITH THE SUCCESSOR SDC T&C, THE USER IS OBLIGED TO STOP USING THE SMS NOTIFICATION SERVICE USED BY THE USER, 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 SDC T&C ONE (1) MONTH BUT TERMINATES NO LATER THAN ON THE DAY PRECEDING THE DATE OF ENTRY INTO EFFECT OF THE SUCCESSOR SDC T&C;

b) in the event of changes pursuant to subpar. 8.5.3(b) of the SDC T&C ~~THREE-TWO~~ (32) MONTHS.

8.6. The SDC Service may only be used under the conditions specified in the effective SDC T&C. THEREFORE, WHERE THE USER USES THE SDC 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 SDC T&C THE USER'S WILL TO BE BOUND BY THEM.

## 9. FINAL PROVISIONS

9.1. Unless stipulated otherwise in these SDC T&C, rights and obligations of the SDC User and the Provider are governed by these SDC T&C and the TCU then in effect.

9.2. In the event of any discrepancy between the SDC T&C and the TCU, the SDC T&C take precedence over the TCU.

9.3. The SDC Service is provided in Albania, Austria, Bangladesh, Belgium, Belarus, Bulgaria, Chile, Croatia, Curacao, Cyprus, Denmark, Egypt, Estonia, Finland, France, French Guiana, Germany, Gibraltar, Great Britain (including Northern Ireland), Greece, Guadeloupe, Hungary, Iceland, Ireland, Italy, Kosovo, Lebanon, Latvia, Liechtenstein, Lithuania, Luxembourg, Malta, Martinique, Mauritius, Mexico, Monaco, Netherlands, New Zealand, Norway, Poland, Portugal, Reunion, Romania, Russia, Saudi Arabia, Serbia, Slovakia, Slovenia, South Africa, Spain, Sweden, Switzerland, Turkey, Ukraine, United Arab Emirates and Vietnam.

9.4. Having regard to the fact that the SDC Service mediates communication between the Device and Cloud JABLOTRON, the SDC User bears all costs associated with communication between the SDC User's end device (i.e. mobile phone, computer, tablet, etc.) and Cloud JABLOTRON itself.

9.5. Severability. Should any provision in the SDC T&C become invalid or unenforceable or should it be found as such by a competent court or another authority with powers to issue binding decisions or rulings, this fact does not affect the validity or enforceability of other provisions in the SDC T&C; however, in that case, the SDC User agrees to make new agreement with the Provider without undue delay (not later than within five (5) days from being invited by the Provider), a valid and enforceable one, which will, if possible, correspond to the original arrangement in terms of the purpose or which will at least have a purpose which is the nearest 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 SDC T&C are governed and are to be interpreted in accordance with the Governing Law. 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 SDC T&C are translated into several 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 does not insist on any of its rights or remedies to protect rights the Provider is entitled to under the SDC T&C or under the Applicable Regulations, the SDC User agrees that such conduct of the Provider will not be considered a waiver such a right by the Provider.

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**Notification of withdrawal from the Contract**

- **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, 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 and surname of the SDC User-Consumer(s)**
  
- **Address of the SDC User-Consumer(s)**
  
- **Signature of the SDC User-Consumer(s) (only if the form is sent in hard copy)**
  
- **Date**

(\*) Delete where inapplicable or complete the details.

\* \* \*