

## GENERAL TERMS AND CONDITIONS FOR THE USE OF CLOUD JABLOTRON

No. TCU\_2023205701  
Effective from: 1.5.2023

### BETWEEN

(1) the provider of Cloud JABLOTRON, i.e., company **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 (“**Provider**”);

and

(2) User,

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

### WHEREAS

- (A) Cloud JABLOTRON is an environment in which individual Services of the Provider are provided according to these TCU or other conditions of the Provider.
- (B) The Provider is interested in providing, under conditions stipulated in these TCU, Users with a possibility to create their own Accounts in Cloud JABLOTRON and use the provided Services through the Accounts.
- (C) The Provider expresses its will to be bound by these TCU by publishing them on the Website.
- (D) Users who express their will to be bound by these TCU are granted access to the Account and are granted permission to use Cloud JABLOTRON and the User-activated Services under the following conditions.

### THE FOLLOWING IS AGREED:

#### 1. DEFINITION OF TERMS

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

<b>“Activation”</b>	means the moment when the Provider allows the User to use the Services activated by the Provider;
<b>“Update”</b>	means a computer program the purpose of which is to update the source code of the Application, its extension, reduction or any other correction;

<b>“Application”</b>	means a computer program the functionality of which is available to the User only after its download from the repository, where it was made available for the needs of the Users by the Provider, and installed on a compatible device, in particular a mobile phone or tablet; in this case, downloading a computer program does not mean using the Services through a web browser;
<b>“Applicable Regulations”</b>	means a set of regulations and standards the User is to comply with, in particular <ol style="list-style-type: none"> <li>1. the TCU and special terms and conditions of use of Modules, terms and conditions of provision of Services, terms and conditions of use of Applications as well as other conditions and rules following up on the TCU or referred to by the TCU;</li> <li>2. terms and conditions of Providers of Support Services related to Cloud JABLOTRON or any of Services which are (or are to be) known by or made available to the User;</li> <li>3. terms and conditions of Important Partners relating to any Service that are (or must be) known or made available to the User;</li> <li>4. Local Law;</li> <li>5. Governing Law;</li> </ol>
<b>“Cloud JABLOTRON”</b>	means the Provider’s trade name used for an environment operating on a platform consisting of a variety of hardware, in particular server, storage and network, and software components in which the Services are provided and which the User accesses using the User’s Account;
<b>“Data”</b>	means all data, files or other information created by the User or originated for the User in connection with the use of Cloud JABLOTRON (or a Device) and stored in Cloud JABLOTRON;
<b>“Effective Period of the TCU”</b>	means the period from the beginning of effect of the TCU set by the Provider until the time stipulated in the Successor TCU or until the beginning of effect of the Successor TCU or until the time specified in a notification pursuant to par. 15.4;
<b>“Domain”</b>	means the second-level domain name “MyJABLOTRON.com”;
<b>“E-mail address”</b>	means the address of the electronic mailbox managed by the User which the User enters during Account Sign-up or which the User entered in the Account settings as the contact email address (whichever was communicated to the Provider later);

<b>“Information”</b>	means any information which the User has provided the Provider or a Related Party with during Account Sign-up or Device Registration, and information provided by the User to the Provider any time after Activation (with the exception of Data);
<b>“Camera”</b>	means a camera which is installed in the premises guarded by the User by means of any Service in accordance with Applicable Regulations and which is a device supported by the Provider, allowing an online view of its image or a transfer of the recording to a data storage via a public internet network;
<b>“End User”</b>	means a User who uses their Account in a situation which is not performance of the User’s business activity or an activity related to it, in particular when the User does not use neither the MyCOMPANY Module or the JA PARTNER Module;
<b>“Local law”;</b>	means legal regulations in force and effect in places where the User uses Devices;
<b>“License”</b>	means authorisation to exercise the right to use Software or any part thereof;
<b>“LIVE”</b>	<p>means a basic Video Service offered by the Provider that enables the User to watch, in the User’s Account, an online view of the Camera image and to record and store, in the Provider’s storage, up to ten (10) Video Sequences and subsequently access these remotely;</p> <p>the LIVE Video Service is part of the basic MyJABLOTRON Service and is provided to the User automatically after registration of the Camera to Cloud JABLOTRON;</p>
<b>“Extraordinary Administration”</b>	<p>means a temporary regime in which the performance of some of the activities of the User of the MyCOMPANY Module or the JA PARTNER Module resulting from the purpose of the aforementioned Modules is taken over either by the Provider or by a Related Party authorised by the Provider in order to ensure proper provision of Services to entities whose Accounts are linked to the aforementioned Modules of the User for whom one of the reasons for the introduction of the Extraordinary Administration has arisen, and to ensure the specified Cloud JABLOTRON support by the Users of the Modules;</p> <p>the reasons for introduction, rules, terms and conditions and the course of Extraordinary Administration are regulated in more detail in a separate document available in the repository in the Account;</p>

<b>Module</b>	means a computer program (or part thereof) designed to extend the functionality of the basic MyJABLOTRON Service by other functions, which, however, may not always be accessible to all Users, e.g., because a Module may be intended for the performance of a special activity (e.g., a business activity);
<b>Installation Partner</b>	means a person who, on the basis of a contractual relationship with an Important Partner of the Provider, supplies Devices in a particular territory;
<b>MyJABLOTRON</b>	means a basic Service provided in Cloud JABLOTRON that allows Users, in particular, to remotely view the status of the Device through their Account; all of the above under the terms and conditions set out in these TCU;
<b>Successor TCU</b>	means the General Terms and Conditions for the use of Cloud JABLOTRON published on the Website with a subtitle of a more recent date of publication superseding the current TCU in effect;
<b>Commercial Communications</b>	means any communication from the Provider to the User, including advertising and prompts to visit the website, intended to directly or indirectly support the goods or services or the image of the Provider or Related Parties;
<b>Personal Data</b>	means all data about an identified or identifiable natural person processed by the Provider in connection with the use of Cloud JABLOTRON and the use of Services by Users or other natural persons.
<b>Providers of Support Services</b>	means any of the entities whose services are used to operate Cloud JABLOTRON or provide a Service;  these include, but are not limited to, <b>(i)</b> providers of electronic communications services that enable the transmission of signals to and from the Device as well as to and from the entities providing the Alarm Receiving Center (ARC) service; and <b>(ii)</b> providers of technical solutions (server hosting, web hosting, etc.);
<b>Account Sign-up</b>	means a process leading to the setup of an Account; the Account Sign-up starts with entering the data on the Website or launching the Application and ends with Activation;
<b>Device Registration</b>	means a procedure leading to the possibility of using a Device when using Cloud JABLOTRON either by adding the Device into an existing Account or by adding the Device with a concurrent setup of a new Account; Device Registration starts with entering the data on the Website or in the Application and ends with the Provider's or Related Party's confirmation of successful addition of the Device into the User's Account;

<b>“Complaint”</b>	means exercising the right arising from defective performance of the Provider in the provision of Services;
<b>“Governing Law”</b>	means the legal order of the Czech Republic;
<b>“Service(s)”</b>	means the services and functionality of the Software made available by the Provider to Users within Cloud JABLOTRON through the Website, Applications or Updates, but in principle on the basis of the User's consent to these TCU;
<b>“Software”</b>	means the following categories of software products (computer programs): <ol style="list-style-type: none"> <li>1. computer programs the user interface (front-end) of which is available to the User online through the Internet on the Domain;</li> <li>2. Modules;</li> <li>3. Applications; and</li> <li>4. Updates;</li> </ol>
<b>“Consumer”</b>	means a User - natural person, who beyond their business activities or beyond their autonomous exercise of their profession legitimately uses Cloud JABLOTRON;
<b>“Controller”</b>	means an entity who, alone or jointly with others, determines the purpose and means of processing Personal Data;
<b>“Joint Controllers”</b>	means at least two persons who jointly determine the purposes and means of processing of Personal Data;
<b>“Data Subject”</b>	means an identified or identifiable natural person to whom Personal Data relate;
<b>“Related Parties”</b>	means <b>(i)</b> persons related to the Provider, i.e., persons controlling the Provider, persons controlled by the Provider, or persons acting in concert with the Provider, or persons controlled by the same controlling person; <b>(ii)</b> Significant Partners; <b>(iii)</b> persons authorised by the Provider to exercise the Provider's rights and obligations under these TCU or through whom the Provider exercises them; and <b>(iv)</b> persons authorised to exercise Extraordinary Administration;
<b>“Account”</b>	means a unique identity created for the User in Cloud JABLOTRON, enabling the User to use Services after the User's login details in the specified login form on the Website or in the Application;
<b>“User”</b>	means a person accessing Cloud JABLOTRON and lawfully using Cloud JABLOTRON as defined in these TCU;
<b>“User Profile”</b>	means a specific scope of rights and permissions of an individual User in relation to the use of a given Service within the User's Account assigned to the User by an authorised person;

"Video Sequence"	means an approximately one (1) minute-long recording consisting of events preceding by approximately thirty (30) seconds and following by approximately thirty (30) second an event defined by the User;
"Video Service(s)"	mean(s), depending on the context, some or all, whether paid or free of charge, services of the Provider allowing especially an online view of Camera image or recording of transmitted Camera image;  paid Video Services are governed by special Terms and Conditions for the Provision of Paid Video Services;
"TCU"	means the currently effective Terms and Conditions for the Use of Cloud JABLOTRON;
"Force Majeure"	means any action, event or condition which is outside the sphere of influence of the Provider, e.g. emergencies – natural disasters, civilisational emergencies (e.g. industrial accidents, operational accidents, technical accidents, terrorism, war states, hacker attacks, malicious computer program attacks), emergencies caused by other influences (e.g. events caused by biological threat – epidemics, pandemics, pest influence), including cases of failure to meet obligations on the part of Providers of Support Services or Important Partners, which does not allow or hinders proper functioning of Cloud JABLOTRON or restricts or hinders the functioning of some of the Services for the Use;
"Important Partner"	means a party who is a major contractual partner of the Provider in a specific territory;
"Website"	means the website and content displayed on the Domain and other domains related to the Services and the trade names of the Services;
"Privacy Policy" / "Policy"	means the Provider's policies governing the protection by the Provider of privacy and Personal Data of Users in connection with the operation of Cloud JABLOTRON, published on the Website;
"Device"	means any product for which a unique <i>RegKey</i> code or a similar code allows sign-up in Cloud JABLOTRON and the status of which can subsequently be obtained in Cloud JABLOTRON;
"Processor"	means the person who processes Personal Data for the Controller on the basis of the Controller's instructions and under the conditions set out in a special contract concluded with the Controller (for details refer to the Policy);

<b>Processing Agreement"</b>	means a contract concluded between the Provider and the User which defines their mutual rights and obligations in cases where the User is the Controller of Personal Data and the Provider is their Processor; the Processing Agreement follows after the text of these TCU, and the User, who is the Controller of Personal Data, concludes it together with the acceptance of the TCU; conclusion does not take place upon acceptance of these TCU for a User who is not a Controller of Personal Data.
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- 1.2. Interpretation provision. Unless stipulated otherwise herein or unless it follows from the meaning of a particular provision otherwise, then any time when these TCU regulate the use of Cloud JABLOTRON, such provision includes, based on the will of the Parties, also the use of any Service.
- 1.3. CERTAIN PROVISIONS IN THESE TCU THAT COULD RAISE DOUBTS AS TO WHETHER THEY CAN BE REASONABLY EXPECTED BY THE USER ARE WRITTEN IN CAPITAL LETTERS. BY ENTERING INTO THE CONTRACTUAL RELATIONSHIP UNDER THESE TCU, THE USER ACCEPTS SUCH PROVISIONS WITHOUT RESERVATIONS.
- 1.4. Rights in favour of Related Parties. Where the Provider gains any rights under these TCU (for example, a right to terminate or restrict access to Cloud JABLOTRON in the event of violation hereof, or a right for a fee in the case of fee-based Services, etc.), the Parties agree that such a right may be exercised against such User by a Related Party, and in such case the User is to perform for such Related Party. The User acknowledges that the Provider is entitled to delegate the exercise of its rights and obligations under these TCU to a Related Party, including the exercise of Extraordinary Administration established for the Account of a User who is not an End User. In such case, the performance of the Related Party's activities towards the User shall be governed by the scope of the authorisation. In the event of such a situation and if at the same time the User has any requests that the Provider would otherwise be obliged to handle, the Provider will refer it to the relevant Related Party to process this request.

## **2. SUBJECT-MATTER OF THE TCU**

- 2.1. The subject-matter hereof is regulation of the contractual relationship between the Provider and the User and stipulation of conditions, mutual rights and obligation under which the Provider will allow (in the absence of an event of Force Majeure) the User to access online and use Cloud JABLOTRON.
- 2.2. These TCU are also general terms and conditions for the use of individual Services; each of the Services is accessible to Users under the conditions set out in these TCU and in some cases under the conditions set out in separate terms of the respective Service.

## **3. BASIC SERVICE – MYJABLOTRON**

- 3.1. Purpose of the MyJABLOTRON Service. The purpose of the Service is to allow the User to create an Account, access the Account, have an overview of the status of the Device through the Account, and remotely access the Device.
- 3.2. Scope. MyJABLOTRON consists of the following features:
  - 3.2.1. an overview of each of the User's Devices;

- 3.2.2. control of each of the Devices depending on their functions;
- 3.2.3. saving and viewing images taken by some Devices;
- 3.2.4. sharing access to Devices;
- 3.2.5. user options (settings) of the Account and Devices, including setting of the period of storage of event history and image recordings;
- 3.2.6. ordering of additional Services and access to other Services;
- 3.3. the functions of the MyJABLOTRON Service may change over time, be added or discontinued, at the sole discretion of the Provider. Users will be informed of any change by a modification of these TCU.
- 3.4. Level. The MyJABLOTRON Service is provided at a single, basic level. However, the functionality of the Service can be extended by Modules.
- 3.5. Quality. ~~In view of the fact that the MyJABLOTRON Service SERVICE is provided free of charge, IT IS PROVIDED TO USERS WITHOUT ANY GUARANTEES AND AS-IS.~~
- 3.6. Prices and payment terms.
  - 3.6.1. The MyJABLOTRON Basic Service without any functional extension is provided free of charge.

~~3.6.2-3.7.~~ 3.7. Period of provision of the MyJABLOTRON Service.

~~3.6.3-3.7.1.~~ 3.7.1. The MyJABLOTRON Service is provided from Activation for the entire duration of the User's Account according to these TCU.

~~3.6.4-3.7.2.~~ 3.7.2. The provision of the MyJABLOTRON Service may be terminated in accordance with the procedure referred to in Art. 17 hereof.

~~3.7-3.8.~~ 3.8. Settlement of rights and obligations. ~~In the event of termination of the Service, mutual rights and obligations of the Parties are, due to the free use of the MyJABLOTRON Service, settled by termination of the provision of the Service.~~ The User is obliged to raise any claims that the User believes have not been properly settled by termination of provision of the Service settled without delay after termination of the provision of the Service with the Provider at [support@jablotron.cz](mailto:support@jablotron.cz).

~~3.8-3.9.~~ 3.9. Possibilities of extending the functionality of the MyJABLOTRON Service. As at the effective date of these TCU, the Service may be extended by the following Modules:

~~3.8.1-3.9.1.~~ 3.9.1. **MyCOMPANY** – i.e., a Module extending the MyJABLOTRON Service with features designed for Installation Partners that allow them to **(i)** manage the End User Devices installed/serviced by them, **(ii)** manage their customer portfolio, **(iii)** communicate or act with respect to the Provider or Related Parties, **(iv)** have access to technical support resources, including technical materials and software tools designated by the Provider to set up and service Devices, **(v)** create offers to install Devices for End Users, and **(vi)** receive bonus offers, from the Provider or Related Parties, all of the above under the terms and conditions set out in the Special Terms and Conditions for using the Module: MyCOMPANY;

~~3.8.2-3.9.2.~~ 3.9.2. **JA PARTNER** – i.e., a Module extending the MyJABLOTRON Service with features intended for Important Partners and other entities at the Provider's discretion, which allow them in particular to **(i)** establish, activate, configure and, where applicable, deactivate and cancel the Accounts of Installation Partners, Mechanics and in some cases End Users, **(ii)** Register Devices in Cloud JABLOTRON and, where applicable, discontinue their use, **(iii)** set up communication of registered Devices with Cloud JABLOTRON or discontinue it, **(iv)** remotely configure the Devices, **(v)** remotely perform certain tasks for



Mechanics and End Users, **(vi)** grant other Users permission to create Accounts of End Users and other persons, and in the event of having agreed so with the Provider, also **(vii)** to provide the Alarm Receiving Center (ARC) service; all of the above under the conditions specified in the Special Terms of Use of the Module: JA PARTNER;

3.9.3.10. The LIVE Video Service is part of the MyJABLOTRON Service.

3.9.4.3.10.1. Purpose of the LIVE Video Service. The purpose of this Video Service is to provide the User with the possibility of a remote online view of Camera image and to record and store, in the Provider's storage, Video Sequences for the stipulated time and to the stipulated extent.

3.9.2.3.10.2. The User may replace the LIVE Video Service with one of the paid Video Services in accordance with the special Terms and Conditions for the Provision of Paid Video Services.

3.9.3.3.10.3. The LIVE video service is arranged for all User's Cameras at the same time. If a new Camera is installed, a new contract is not concluded but the LIVE Video Service rules are also applied to the newly installed Camera.

3.9.4.3.10.4. Content of the LIVE Video Service.

3.9.4.1.3.10.4.1. The LIVE Video Service allows the User to record and store Video Sequence. Up to ten (10) Video Sequences can be saved for each Camera.

3.9.4.2.3.10.4.2. Video Sequences are transmitted via a public internet network to the Provider's data storage, where they are stored for the stipulated period of time. The User accesses them through the User's account; the User may also grant access to other persons.

3.9.4.3.3.10.4.3. Video Sequences are automatically rewritten chronologically by newer ones as soon as the maximum number of Video Sequences is reached or they are automatically deleted after a period selected by the User.

3.9.4.4.3.10.4.4. Furthermore, Video Sequences are deleted from the Provider's storage following a removal of the respective Camera from the User's Account.

3.9.4.5.3.10.4.5. The User may download the Video Sequences from the Account to the User's device between the expiration of the stipulated storage period or before automatic rewriting by newer ones.

3.9.5.3.10.5. Parameters of the LIVE Video Service.

3.9.5.1.3.10.5.1. The quality of image in the LIVE Video Service can be HD or FullHD, and the choice of the level should be based mainly on the quality of the User's internet connection to Cloud JABLOTRON.

3.9.5.2.3.10.5.2. The required level of quality of the recording being recorded is set for the User by the User's Installation Partner in the configuration environment of the LIVE Video Service.

3.9.5.3.3.10.5.3. The period of automatic deletion of Video Sequences may be set between one (1) and thirty (30) days of their recording.

3.9.5.4.3.10.5.4. Parameters can be set for each Camera separately.

3.9.5.5.3.10.5.5. The required settings of the parameters will be performed for the User by the User's Installation Partner in the configuration environment of the Services.

3.9.6.3.10.6. Level of the LIVE Video Service.

3.9.6.1.3.10.6.1. For the LIVE Video Service, under standard conditions, the success rate of online transmission is 98.8% (ninety-eight point eight per cent) and the success rate of online transmission of Video Sequence recording is 98.8% (ninety-eight point eight per cent). However, this level is not guaranteed by the Provider.

3.9.6.2.3.10.6.2. Any backups of the recordings are to be made by the User at the User's discretion and responsibility.

3.9.7.3.10.7. Activation of the LIVE Video Service.

3.9.7.1.3.10.7.1. Before activating the Video Service, it is necessary to register the Camera to Cloud JABLOTRON, which is done for the User by the User's Installation Partner.

3.9.7.2.3.10.7.2. A contract on the provision of the LIVE Video Service is concluded by the User by agreeing to these TCU, and it comes into effect upon Activation of the LIVE Video Service.

3.9.7.3.3.10.7.3. Activation of the LIVE Video Service occurs upon Registration of the Camera in Cloud JABLOTRON; from that moment on, the LIVE Video Service is provided to the User.

3.9.7.4.3.10.7.4. Camera Registration, as well as its subsequent operation, are possible only in conjunction with a switchboard of the JABLOTRON 100+ system.

3.9.8.3.10.8. NOTICE TO THE USER:

3.9.8.1.3.10.8.1. THE PROVIDER INFORMS THE USER THAT FOR THE FIRST TWENTY-FOUR (24) HOURS AFTER THE REGISTRATION OF THE CAMERA TO CLOUD JABLOTRON, THE SAME ONLINE VIEW OF THE IMAGE FROM THE USER'S CAMERA AS THE USER HAS AVAILABLE IS ALSO AVAILABLE TO THE INSTALLATION PARTNER WHO MADE THE REGISTRATION IN ORDER TO CHECK CORRECT INSTALLATION, E.G., SETTING THE CAMERA ANGLE. HOWEVER, THE INSTALLATION PARTNER DOES NOT HAVE ACCESS TO ANY VIDEO SEQUENCES OR RECORDINGS YOU MAY HAVE RECORDED. THE USER MAY CANCEL THIS PERIOD IN THE USER'S ACCOUNT.

3.9.8.2.3.10.8.2. The user may extend the period referred to in the previous subparagraph for the User' Installation Partner by an additional twenty-four (24) hours in the User's Account.

3.9.9.3.10.9. Price of the LIVE Video Service. The LIVE Video Service is provided ~~free of charge~~ together with the Basic Service and at the same terms.

3.9.10.3.10.10. Liability in the provision of the LIVE Video Service:

3.9.10.1.3.10.10.1. Limitations, maintenance. The Provider reserves the right to limit, temporarily and for a necessary time, provision of the LIVE Video Service, mainly due to updates and maintenance of Cloud JABLOTRON. As a result, some or all of the essential features of the LIVE Video Service may not work for a temporary period, e.g., the online view may not be available in the Account, it may not be possible to save Video Sequences, or the transmitted image may not be recorded.

~~3.9.10.2~~3.10.10.2. Quality guarantee. The Provider informs the User that the provision of the LIVE Video Service is not covered by any quality guarantee ~~in a view to its provision free of charge.~~

~~3.9.10.3~~3.10.10.3. Liability for harm. Provider's liability for a harm to the User in connection with the use of a Video Service is subject to joint arrangements stipulated in par. 14.2 of the TCU.

~~3.9.11~~3.10.11. Personal Data protection principles. Personal Data that may be contained in Video Sequences or recordings 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.

~~3.9.12~~3.10.12. In view of the fact that the provision of the LIVE Video 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, Video Services, processes and equipment under the Provider's exclusive or majority control. Especially, the Provider is or may not be under any circumstances 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.

~~3.9.13~~3.10.13. The User is responsible especially for:

~~3.9.13.1~~3.10.13.1. ensuring an internet connection of the Camera with a sufficient capacity for a fully functional transmission of image, recordings and Video Sequences to the data storage;

~~3.9.13.2~~3.10.13.2. 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 LIVE Video Service.

~~3.9.14~~3.10.14. Protection of third party rights.

~~3.9.14.1~~3.10.14.1. All video recordings recorded by the Camera belong to the User, and solely the User decides whether to record them and for what purpose.

~~3.9.14.2~~3.10.14.2. The User is aware of the User's obligation to mind the rights and legitimate interests of any third parties that may be captured in the recordings.

~~3.9.14.3~~3.10.14.3. The User is fully responsible for complying with all legal obligations imposed in this context by Applicable Regulations, in particular regarding the protection of Personal Data and the protection of personality.

~~3.9.15~~3.10.15. 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 a Video Service of a higher level than the LIVE Video Service on behalf of the User or to make other legal acts in the User's Account (e.g., to conclude a data processing contract). Furthermore, the User is aware that the Provider considers every person who uses the User's login credentials to be the User. THE PROVIDER STRONGLY RECOMMENDS THAT THE USER ALWAYS CONSIDER RESPONSIBLY

## WHETHER TO ALLOW ANOTHER PERSON TO ACCESS THE USER'S ACCOUNT.

### ~~3.9.16.3.10.16.~~ 3.10.16. Provision of the LIVE Video Service.

~~3.9.16.4.3.10.16.1.~~ 3.10.16.1. The User is entitled to unilaterally cancel the contract on the provision of the LIVE Video Service at any later date, in particular by arranging one of the paid Video Services in accordance with the special Terms and Conditions for the Provision of Paid Video Services, i.e., by making the respective choice in the User's Account, or to terminate the contract by giving notice without a notice period. The User is to send the notice from the User's Email address to the Provider's email address, the termination being effective upon delivery to the Provider.

~~3.9.16.2.3.10.16.2.~~ 3.10.16.2. The termination of the contract for the provision of the LIVE Video Service occurs automatically in the event that the last User's Camera or the switchboard of the JABLOTRON 100+ system related to the use of the Camera is removed from Cloud JABLOTRON, or if a higher-level Video Service has been arranged for all User's Cameras.

~~3.9.16.3.3.10.16.3.~~ 3.10.16.3. If the User is a Consumer, the User also enjoys all rights related to a unilateral termination of the contract arising from the Governing Law.

~~3.9.16.4.3.10.16.4.~~ 3.10.16.4. The Provider is entitled to terminate the contract at any time without cause. Termination is effective upon delivery to the User. The notice of termination is sent to the Email 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.

~~3.9.16.5.3.10.16.5.~~ 3.10.16.5. The contract will also terminate automatically when the User's access to Cloud JABLOTRON is cancelled or the User's Account is terminated.

~~3.9.17.3.10.17.~~ 3.10.17. Settlement of rights and obligations. ~~In the event of termination of the LIVE Video Service, mutual rights and obligations of the Parties are, due to the free use of the MyJABLOTRON Service, settled by termination of the provision of the LIVE Video Service.~~ The User is obliged to raise any claims that the User believes have not been properly settled by the termination of the provision of the LIVE Video Service without delay after termination of the provision of the LIVE Video Service with the Provider at [support@jablotron.cz](mailto:support@jablotron.cz).

## 4. ADDITIONAL SERVICES

4.1. Each additional Service that can be used in Cloud JABLOTRON is regulated in separate terms and conditions for the provision of that Service. Additional Services include, but are not limited to, paid video services, Vehicle Monitoring Services and Home Automation Services.

## 5. OPTIONAL SERVICES

5.1. Each optional Service that can be used in Cloud JABLOTRON is regulated in separate terms and conditions for the provision of that Service.

## **6. PRICE OF SERVICES**

- 6.1. The Provider decides which Services will be provided for a fee and which services free of charge.
- 6.2. A regularly updated price list of the Provider's Services is available on the Website and in the Application.
- 6.3. Any changes in the prices of the Services are communicated by the Provider to Users in good time by changing the price list and, in the case of a Service used by the User, by an addressed electronic communication to the User.
- 6.4. THE PROVIDER MAY ENTRUST AN ENTITY PROVIDING PAYMENT SERVICES GLOBALLY WITH THE COLLECTION OF THE PAYMENTS FOR SERVICES. At the time of entry into force, such an entity is AVANGATE B.V. dba 2Checkout, with its registered office at Singel 250, 4th floor, 1016AB Amsterdam, Netherlands.

## **7. LIMITS OF THE USE OF CLOUD JABLOTRON AND SERVICES**

- 7.1. Limitation of access. The Provider reserves the right to limit, temporarily and for a necessary time, access to Cloud JABLOTRON, mainly due to updates and maintenance and removal of defects of Cloud JABLOTRON. As a result, some or all essential features of Cloud JABLOTRON including Services may be out of operation temporarily and there may be, for example, delays in the delivery of email messages, SMS or MMS messages, or failure to record transmitted image as part of Video Recording.
- 7.2. Force Majeure. Due to the fact that proper operation and functionality of Cloud JABLOTRON is subject to proper provision of services by Providers of support services and proper functionality of their products, or proper provision of services by Important Partners, the Parties hereto are aware and agree that should an event of Force Majeure occur, access to Cloud JABLOTRON may be limited. The Provider is to take measures it considers reasonable and efficient to eliminate negative consequences of any event of Force Majeure. HOWEVER, THE PROVIDER ASSUMES NO LIABILITY FOR ADVERSE EFFECTS OF FORCE MAJEURE EVENTS.
- 7.3. Threat of punitive obligation. Should the Provider face, at any time in the future, any punitive or fee obligations from the side of a third person in connection with Cloud JABLOTRON (or in connection with the Device), the Provider reserves the right to limit User's access to the Account or Services.
- 7.4. Prolongation of the Activation period. Where the Provider is to, as part of any Service, carry out Activation in a certain period following fulfilment of terms, such a period will always be prolonged by a period for which the Provider is unable to, due to any circumstances, carry out Activation in the agreed period. These circumstances include in particular, but not limited to, circumstances foreseen in par. 7.1 or par. 7.2 hereof.
- 7.5. Third-party materials. The Parties acknowledge that certain parts of Cloud JABLOTRON may contain third-party materials and information; in addition, the Provider may provide the User with links to third-party websites. The Provider provides the User with such links only for the purpose of personal use of the link destination by the User. The User agrees not to use such third-party materials or link destinations in a manner infringing or violating third-party rights; in particular the User will not use them to achieve the User's own commercial advantage or obtaining another economic advantage.
- 7.6. Data. The User acknowledges and agrees without reservations that:

- 7.6.1. the User is solely liable for all Data the User has access to while using Cloud JABLOTRON or that arise from using Device(s) because solely the User decides on the manner of using individual Services and Devices and on whether or how the Data are obtained and handled in accordance with the Applicable Regulations or not; however, this does not apply where it is proved that the Provider violated, in handling the Data, these TCU or other Applicable Regulations;
- 7.6.2. the User is solely liable for all Data the User creates, displays, sends or stores via Cloud JABLOTRON, and the User agrees without reservations that the Provider does not and cannot assume any liability in connection with the Data (except cases where the Provider fails to fulfil its obligations hereunder, under the Processing Agreement, where applicable, or under other Governing Law);
- 7.6.3. due to the nature of Cloud JABLOTRON and Device(s), User's Data are not subject to copyright protection (they are not a unique result of User's creative intellectual activity).

## **8. ACCOUNT SIGN-UP, DEVICE REGISTRATION AND ACCESS TO CLOUD JABLOTRON**

- 8.1. Age restriction for Users. Cloud JABLOTRON may be used both by Users who have reached the age of majority and by persons over fifteen years of age, however provided such younger persons have adequate mental and volitional abilities and therefore have an appropriate legal capacity.
- 8.2. Account Sign-up and Device Registration. The User undertakes to provide the requested Information during the Account Sign-up and Device Registration truthfully, accurately and completely; should such Information become untrue (outdated), inaccurate or incomplete during the use of Cloud JABLOTRON, the User is to inform the Provider about this fact and at the same time provide the Provider with true (up-to-date), accurate and complete Information. The User is responsible for untrue (outdated), inaccurate or incomplete Information about the User or Device(s).
- 8.3. Online access to Cloud JABLOTRON. Access to Cloud JABLOTRON is possible solely on the basis of User authentication. After the Account Sign-up, the Provider will provide the User with the possibility of accessing the Account using unique credentials reserved exclusively for the User. The login is the email address selected by the User during Account Sign-up and the password is an alphanumeric string generated by the Provider.
  - 8.3.1. The user is obliged to keep the User's credentials secret and not to disclose them or otherwise make available to another person. The User is aware that in the event of sharing the credentials with another person, the Provider is not technically able to distinguish the persons using them and thus attributes all activities in which they were used (including the administration or control of the Account, setting up the Device, obtaining records from the Device and copying them) to the User.
  - 8.3.2. The User acknowledges and agrees that the User is solely responsible for all actions with respect to the use of the Cloud that will be performed using the User's credentials.
  - 8.3.3. The User undertakes access Cloud JABLOTRON and Services exclusively using interfaces made available by the Provider on the Website and in the Applications and to authenticate in them using the User's dedicated credentials.
  - 8.3.4. The User may change the password subsequently in the Account.

- 8.4. Access to another User's Device. After Account Sign-up, the User may grant access permissions to the User's Devices, including individually, to another User.
- 8.4.1. The extent of user rights related to the respective access permissions is defined by the User in the Account settings.
- 8.4.2. The Provider may change the list of customizable user rights from time to time.
- 8.4.3. If the User obtains permission to access another User's Device, the User is obliged to **(i)** dispose of such permission in accordance with the Applicable Regulations; **(ii)** act in such a way that it is not misused; and **(iii)** use it only to the extent and for the purposes for which it was provided by another User.
- 8.4.4. The User is liable for the damage caused to another User as a result of misuse of the access permission to another User's Device or as a result of exceeding the scope of the access permission granted.
- 8.4.5. Where a Processing Agreement is in place between the User and the Provider, the User who provides another User with an access permission to the former's Device is obliged to ensure that the latter undertakes to comply with the Processing Agreement and the obligations arising therefrom. In the event that such User refuses to comply with the Processing Agreement and the obligations arising therefrom, the former is obliged to immediately withdraw the right of access to the Device from the latter.
- 8.5. Misuse of credentials or access permission. If the User becomes aware of unauthorised use of the User's credentials or access permission granted by the User, the User is obliged to inform the Provider immediately by email message sent at [support@jablotron.cz](mailto:support@jablotron.cz).
- 8.6. Limitation of Provider's liability. The Provider is not be liable for any interference, loss, defect or damage arising out of or in connection with misuse of credentials or access permission, except where such a result would be caused by gross negligence or intent on the part of the Provider.

## **9. PERMITTED USE OF CLOUD JABLOTRON**

- 9.1. Permitted use. The User undertakes to use Cloud JABLOTRON only in such manner and for such purposes consistent with the Applicable Regulations.
- 9.2. Commercial benefit. The User undertakes not to reproduce, duplicate, copy, disseminate, sell, trade Cloud JABLOTRON, Services or any parts thereof, mediate their sale or use them for consideration or other property benefit provided by third parties for any purpose without express prior agreement with the Provider or without being allowed to by the Provider. Furthermore, the User undertakes not to create or enable creation of any derived works of products from Cloud JABLOTRON, Services or parts thereof without express prior agreement with the Provider.
- 9.3. Anti-Hacking. The User undertakes:
- 9.3.1. not to connect or attempt to connect or access Cloud JABLOTRON or an Account of another User through the Internet or otherwise in a manner other than via the interfaces permitted by the Provider;
- 9.3.2. not to use or attempt to use Cloud JABLOTRON, use a Service or any part thereof in a different manner than that permitted by the Provider;
- 9.3.3. not to interfere, in any manner, in the protection and security elements of Cloud JABLOTRON, Services or Device(s); in particular, the User will not in any manner interfere in the technologies, programs, devices or parts that are designed to prevent or limit, in common operation, such actions in relation Cloud

JABLOTRON, Services, Device(s), Information and Data prohibited by these TCU or other Applicable Regulations.

Moreover, the User undertakes not to encourage any third person to act as described in par. 9.3 hereof or to assist any third person in such conduct.

9.4. Confirmation of copyright and industrial property rights. The User hereby acknowledges that:

9.4.1. Cloud JABLOTRON and Devices are subject to copyright protection and industrial property rights enjoyed by the Provider or, where applicable, Related Parties;

9.4.2. The designations used in connection with Cloud JABLOTRON, Devices, individual Services (mainly JABLOTRON, Cloud JABLOTRON, MyJABLOTRON, MyCOMPANY, JA PARTNER, SECURITY DATA CONNECTOR (or SDC), GSM Heating Control) are either (i) registered trademarks owned by the Provider or a Related Party or (ii) trade names characteristic of the Provider or Related Parties and the use of which by an entity different from the Provider or a Related Party in commercial transactions would constitute prohibited unfair competition.

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

10.1. The Provider is obliged to comply with these TCU when providing the Services.

10.2. The User is obliged to comply with these TCU when using the Services.

10.3. The User further undertakes to:

10.3.1. provide the Provider or, where applicable, the relevant Related Parties with all Information truthfully, accurately and completely;

10.3.2. use only interfaces permitted by the Provider (see par. 8.3 hereof) to access the Account and keep in secrecy login credentials for the Account or any access or identification data enabling the use of Cloud JABLOTRON (see par. 8.3 hereof);

10.3.3. provide the Provider, upon request and within a specified time, with additional Information or data necessary for the proper provision of the Services by the Provider or for the proper functioning of Cloud JABLOTRON;

10.3.4. refrain from using the Cloud JABLOTRON, individual Services or Device(s) in a manner decreasing the value of the Cloud JABLOTRON, individual Services or Device(s) or affecting or endangering the reputation of the Cloud JABLOTRON, individual Services, Device(s), the Provider or any Related Party;

10.3.5. refrain from using Cloud JABLOTRON, individual Services and Devices in a manner that would be contrary to the Applicable Regulations or would lead to consequences prohibited by the Applicable Regulations, in particular in a manner exhibiting the characteristics of unlawful conduct or in a manner which facilitates or enables the commission of an act exhibiting the characteristics of unlawful conduct, in particular an administrative infraction or a crime, or in a manner which would violate any rights of third parties, in particular, but not exclusively, (i) fundamental rights and personal freedoms guaranteed by constitutional laws; (ii) intellectual property rights; (iii) the right to protection of personality and respect for privacy.

10.3.6. Process Personal Data contained in the Data using Devices and, in the Account, using Services in accordance with Applicable Regulations and the Processing Agreement if in place.



- 10.3.7. Use Cloud JABLOTRON, the Account and Devices only in such manner and extent so as not to incur any harm in the event that the Provider uses any of its rights hereunder or under Applicable Regulations;
- 10.3.8. to the extent allowed by the technical capabilities of Cloud JABLOTRON, regularly back up (without any prior notification by the Provider), to its own data carriers, Data the loss of which could cause any material or non-material harm to the User; the regularity data backup depends solely on the User's reasonable consideration;
- 10.3.9. regardless of the above, back up all Data to the extent allowed by technical capabilities of Cloud JABLOTRON, also always at the Provider's request.
- 10.3.10. When using Cloud JABLOTRON and individual Services, observe the protection of Personal Data according to Applicable Regulations, in particular **(i)** inform all persons whose Personal Data will be processed within the Account (Data Subjects) about such processing in accordance with Applicable Regulations; this also applies to cases where Personal Data are processed in the MyCOMPANY or JA PARTNER Modules; **(ii)** use Cloud JABLOTRON only to such processing of Personal Data (part of Data) for which the User has a legal basis. In the event of Personal Data processing that may only be based on consent, obtain consent with processing of Personal Data from each Data Subject from whom such a consent is required by Applicable Regulations and whose Personal Data would be obtained by the Device and are part of the Data; keep the consent referred to in the previous sentence throughout the entire period of processing and provide it to the Provider any time upon request; **(iii)** use Devices and Data in accordance with legal norms that regulate systems and devices eligible for capturing photographic, audio or video records in the place of the country where the Device is currently located and the country where the User is located (or from which the User accesses their Account).
- 10.3.11. ACCESS THE ACCOUNT AT LEAST ONCE (1) A MONTH TO REVIEW THE CURRENT TERMS AND CONDITIONS FOR THE PROVISION OF SERVICES.

10.4. The Provider further undertakes to:

- 10.4.1. to provide Services in accordance with these TCU and Governing Law;
- 10.4.2. not to disclose the User's Account, information about the Device, Information or Data (including Personal Data) to any third party except the following cases: **(i)** disclosure is required by Applicable Regulations; or **(ii)** disclosure is ordered by a public authority, administrative authority, court or arbitration tribunal; **(iii)** disclosure is necessary to protect the legitimate interests of the Provider, in particular as part of Extraordinary Administration under special rules; **(iv)** [disclosure to the selected Important Partners in the minimum extent necessary to ensure the continuation of User's using of Cloud JABLOTRON](#); **(v)** in the context of the processing of Personal Data through a Processor and, where applicable, other Processors, but always in accordance with the Policy; **(vi)** disclosure is in the User's interest and is also necessary for the proper operation of Cloud JABLOTRON (or its update or upgrade); persons to whom data are made available in this case must be obliged in advance by the obligation of confidentiality and, at the same time, if a Processing Agreement is in place, such disclosure must comply with the provisions of the Processing Agreement on the involvement of other Processors.
- 10.4.3. Except the above cases, the Provider is entitled to disclose such data to third parties only in an anonymized form that does not allow the identification of a particular Account, User or Device.

10.4.4. Where any Service is to be provided based on a fee, inform the User-Consumer, before entering into such fee-based agreement, in an appropriate form of **(i)** the price for which the Service will be provided, and information on any taxes, fees and costs of delivery of the Service; **(ii)** qualitative parameters which must be met if such a fee-based Service is to be considered duly provided; and **(iii)** technical parameters which are a prerequisite of due provision of a fee-based Service; the information may be communicated to the User by a Related Party instead of the Provider.

## **11. TERMINATION OF ACCESS**

11.1. THE PROVIDER IS, AT ANY TIME, ENTITLED TO RESTRICT OR TERMINATE USER'S ACCESS TO CLOUD JABLOTRON AS WELL AS PREVENT, RESTRICT OR TERMINATE THE POSSIBILITY OF THE USE OF INDIVIDUAL OR ALL SERVICES if:

11.1.1. the User violates any of the User's obligations referred to in these TCU or another obligation they have under the Applicable Regulations in connection with the TCU;

11.1.2. the User fails to access the Account for one (1) year after Activation or since the User's last access to the Account;

11.1.3. the contractual relationship with the User under these TCU is terminated;

11.1.4. it is required by Applicable Regulations or ordered, finally and conclusively, by a public authority, an administrative authority a court or an arbitral tribunal;

11.1.5. the Provider deems this appropriate with regard to the protection of interests of the Provider or a Related Party.

11.1.6. The User breaches Applicable Regulations on the protection of Personal Data and/or the User breaches obligations arising from the Processing Agreement, where applicable.

Before exercising this right under this paragraph, the Provider is to inform the User about the contemplated termination of account by email sent to the Email address at least a week in advance.

11.2. Where the Provider asserts the right under the previous paragraph, the Provider is to simultaneously ensure that any Data of the User are no longer used. However, this is without prejudice to regular backups on the part of the Provider and the contents of previous backups in which the User's Data will remain stored. The Provider is to inform the User of this procedure by an email sent to the Email address.

11.3. Where the User uses Services in connection with which the Provider processes Personal Data of third parties in the context of the use of Cloud JABLOTRON, the access to Cloud JABLOTRON and provision of Services based on these TCU is also subject to the Processing Agreement entered into between the User and the Provider. Termination of the contractual relationship established by the Processing Agreement will result in termination of provision of Services in connection with which the User processes Personal Data of other persons.

11.4. If the contractual relationship established by the Account Sign-up between the User and the Provider is terminated, the Personal Data processed on the basis of the Processing Agreement will be anonymised. However, this is without prejudice to regular backups on the part of the Provider and the contents of previous backups in which the Personal Data will remain stored.

## **12. SOFTWARE LICENSE**

- 12.1. Use of the Software. Due to the nature of the Software, considered to be an author's work for which the Provider is authorised to exercise its copyright, the Provider hereby grants the User a License to the Software to the extent and under the conditions set out in Art. 12 hereof.
- 12.2. As-is. The Software is provided to the User *as-is*. UNLESS OTHERWISE AGREED BETWEEN THE PARTIES IN A SEPARATE AGREEMENT, THE IS NOT ENTITLED TO ANY CLAIMS OF LIABILITY FOR DEFECTS OR LIABILITY FOR HARM BASED ON THE USE OF THE SOFTWARE AGAINST THE PROVIDER.
- 12.3. Licensing conditions. The License is granted as non-transferable and non-exclusive, valid in all the countries worldwide. The provisions hereof regulating the use of Cloud JABLOTRON are at the same time related and inseparable contractual arrangements applicable to the use of the Software. Violation of the TCU in provisions regulating the use of Cloud JABLOTRON constitutes at the same time a violation of licensing conditions for the Software with the same consequences and gives rise to the same rights on the side of the Provider.
- 12.4. License extent. The License is provided only to manners of use that (cumulatively):
  - 12.4.1. arise from these TCU;
  - 12.4.2. are known in the governing Czech law; and
  - 12.4.3. are strictly necessary to achieve the purpose of using Cloud JABLOTRON or individual Services made available to the User.
- 12.5. Assignment. The User may not assign rights arising from the License for the Software to third persons or grant Licenses or Sub-licenses, encumber them with pledges or provide rights to them to third persons, or transfer any part of them to third persons in any other manner (this does not preclude passage of rights arising from the Software License to a legal successor of the User).
- 12.6. Fee. A license to use the Software as part of the use of the Basic Service via a web browser is granted free of charge; the use of the Software as part of the use of other Services, or the use of Modules, Applications or some of them may be charged by the Provider. The amount of the payment as well as the payment terms are listed in such cases on the Website or available to users in their Accounts.
- 12.7. Duration. The License is granted for the period of duration of the contractual relationship established by these TCU.

## **13. COMMERCIAL COMMUNICATIONS**

- 13.1. Users who agreed to the use of Email address and User Information for the purpose of sending Commercial Communications by checking the respective box or otherwise will also receive Commercial Communications about the products or services of the Provider or Related Parties that are not directly related to the use of Cloud JABLOTRON or Devices. The User may revoke their consent at any time in the Account settings or using the procedure referred to in every sent Commercial communication (if sent to the Email address).
- 13.2. Commercial communications may also be communicated through banner advertising displayed in the graphical interface of the Account accessible through both the Website and the Application.

## **14. JOINT PROVISIONS ON LIABILITY**

## 14.1. RIGHTS ARISING FROM DEFECTIVE PERFORMANCE

- 14.1.1. In the case of Provider's performance that is free of charge, users are not entitled to any rights arising from defective performance, including claims for compensation of any costs or damages. This is without prejudice to any mandatory provisions of the Applicable Law that may provide otherwise, which shall prevail in such a case.
- 14.1.2. In the case of fee-based Services that are not provided properly, User-Consumers may exercise their rights arising from defective performance, and:
- 14.1.2.1. The User is obliged to point out the defect of the Service without undue delay after the User has had the opportunity to discover the defect.
- 14.1.2.2. The User is not entitled to exercise their right arising from defective performance in particular in cases where: **(i)** the defect is evident already at the time of arranging the Service or otherwise follows from the agreed level of quality of the provided Service; **(ii)** the defect is caused as a result of conduct of the User or persons the User allowed to use Cloud JABLOTRON contrary to these TCU or other conditions regarding the use of Cloud JABLOTRON or the use of Services; **(iii)** the defect is caused by circumstances referred to in par. 7.1 or 7.2 hereof.
- 14.1.2.3. The User is obliged to file their Complaint by sending an email to the Provider's email address: [support@jablotron.cz](mailto:support@jablotron.cz).
- 14.1.2.4. If possible, the Provider will decide on a Complaint immediately, in complex cases within three (3) working days. The Provider will handle any Complaints without undue delay, but not later than within thirty (30) days of the date of filing the Complaint, unless agreed otherwise with the User-Consumer. The Provider will issue a confirmation of Complaint settlement for the User-Consumer.
- 14.1.3. In the case of fee-based Services that are not provided properly, Users who are not in the position of the Consumer agree with the Provider, by accepting these TCU, that any possible rights arising from defective performance of the Provider are excluded. However, if any right arising from defective performance would arise for a User based on mandatory Applicable Regulations, then the Provider and the User agree on an obligation of the User to exercise such a right without undue delay, but not later than within one (1) month from the date the defect become apparent, otherwise that right is extinguished.

## 14.2. LIABILITY FOR HARM

- 14.2.1. Harm to third parties. Due to the nature of Cloud JABLOTRON as a platform instrument whose set-up and manner of use are fully within the control of the User, it is the User who is liable for any defective manner of use (i.e. contrary to these TCU, special terms and conditions of any Service or contrary to the Applicable Regulations), both towards the Provider and any third persons that may potentially be the injured parties, and towards public authorities or state administration authorities.
- 14.2.2. Harm to the User. Should the User become entitled, in connection with the use of Cloud JABLOTRON, to compensation of harm (material or non-material), the Provider will be liable only for harm caused by the Provider, in total not exceeding the amount of direct actual damage suffered by the User as an immediate and direct result of a breach of obligation based on fault, however

not exceeding CZK 100,000 (one hundred thousand Czech crowns) for the entire duration of the contractual relationship established by these TCU.

14.2.2.1. The Provider, with regard to the above-mentioned limitation of harm compensation, informs the User that the Provider will not compensate for non-material harm, including in the form of satisfaction, loss of profit and other consequential or indirect damage or harm caused by damage to reputation.

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

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

14.2.3.1. harm to the human natural rights;

14.2.3.2. harm caused intentionally or through gross negligence; or

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

14.2.4. The limitation of compensation for harm agreed in the TCU will always apply to the fullest extent permitted by mandatory provisions of the applicable law governing these TCU.

14.2.5. Harm to a third party.

14.2.5.1. Where an entitlement arises against the Provider for compensation of harm of a third person, the User undertakes, with regard to the fact that such extension of obligations arising from the TCU had not been obvious, to compensate such third person, without delay after being requested to do so by the Provider, for any harm the Provider is to compensate, or reimburse the Provider if it has provided such third person with compensation in the meantime.

14.2.5.2. Should a third person become entitled, in connection with the User's use of Cloud JABLOTRON contrary to the Applicable Regulations, to compensation for damage by the Provider, then: (i) the User hereby assumes the obligation to compensate for the damage caused to the third party and undertakes to compensate such third party; or (ii) if the Provider has already compensated the third party for the damage, the User undertakes to compensate the Provider for the amount incurred as well as for the costs incurred in this connection, within three (3) days from the date of the Provider's sending a notification about occurrence of this obligation to the User's Email address. In the event of the User's default with the payment, the Provider and the User hereby stipulate an interest on late payment of 0.05% (five hundredths) of the due amount daily.

## **15. EFFECTIVE PERIOD OF THE TCU AND SUCCESSOR TCU**

- 15.1. Effect. With the exception of provisions in par. 15.2 and 15.5 of these TCU (the force and effect of which are not limited in time), these TCU are effective for the Effective Period of the TCU.
- 15.2. If the Successor TCU take effect, the Effective Period of the TCU terminates at the beginning of the effectiveness of the Successor TCU.
- 15.3. The Effective Period of Successor TCU becomes the new Effective Period of the TCU upon the end of the Effective Period of the TCU.
- 15.4. If the Provider publishes a notice in the Account stating the date on which the effect of TCU terminates, the Effective Period of the TCU will terminate on that date. Such notice will be published in the Account at least ~~three-two~~ (23) months before the termination date of the TCU.
- 15.5. Successor TCU.
- 15.5.1. The Provider continuously develops, improves or extends the functional and user capabilities made available through the Account as well as modifies, with regard to various needs of users of Cloud JABLOTRON from various parts of the world, the extent of the Services provided and the Software functionality, extends the number of Devices that may be registered to Cloud JABLOTRON, optimizes the provision of Services including adaptation to changes in the market, changes in prices or conditions of performance and supplies by third parties, and proceeds to various changes in the technologies used for or in the provision of Services. At the same time, there are continuous changes in the legislation relating to the provision of Services, 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 TCU FROM TIME TO TIME WITH SUCCESSOR TCU.
- 15.5.2. Users are notified of any changes to the TCU through Provider's notifications published in the User's Account and at the same time through notifications sent to Users' Email addresses.
- 15.5.3. CHANGES WILL BE ANNOUNCED IN ADVANCE AND THEY COME INTO EFFECT: (I) USUALLY NO EARLIER THAN ~~THREE-TWO~~ (32) MONTHS OF NOTIFICATION UNDER SUBPAR. 15.5.2 OF THE TCU, (II) IN THE CASE OF CHANGES IN LEGAL REGULATIONS OR CHANGES RELATED TO THE DEVELOPMENT, ENHANCEMENT OR EXPANSION OF FUNCTIONAL OR USER CAPABILITIES OF CLOUD JABLOTRON AND SERVICES, IT MAY OCCUR BEFORE THE CASES REFERRED TO IN (I) OF THIS SUBPARAGRAPH, BUT NOT EARLIER THAN THE DAY FOLLOWING THE PUBLICATION OF THE SUCCESSOR TCU IN THE USER'S ACCOUNT.
- 15.5.4. IF THE USER DOES NOT AGREE WITH THE SUCCESSOR TCU, THE USER IS OBLIGED TO STOP USING THE SERVICE USED BY THE USER, REJECT THE CHANGES AND TERMINATE THE CONTRACTUAL RELATIONSHIP WITH THE PROVIDER FOR THIS REASON. The User is to send the notice from the User's Email address to the Provider's email address; the notice period commences upon delivery of the notice of termination and lasts: (i) in the case of changes pursuant to SUBPAR. 15.5.3(i) of these TCU ONE (1) MONTH BUT TERMINATES NO LATER THAN ON THE DAY PRECEDING THE DATE OF ENTRY INTO EFFECT OF THE SUCCESSOR TCU; (ii) in the case of changes pursuant to subpar. 15.5.3(ii) of these TCU ~~THREE-TWO~~ (23) MONTHS.
- 15.6. USE OF CLOUD JABLOTRON IS ONLY POSSIBLE SUBJECT TO CONSENT TO THE TCU. THEREFORE, WHERE THE USER USES A 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 TCU AND THE USER'S WILL TO BE BOUND BY THEM.

**16. PERSONAL DATA PROCESSING**

- 16.1. Personal Data are processed in connection with the provision and use of the Services.
- 16.2. In each processing, both the Provider and the User may act as Data Controller, Joint Data Controller with another Controller, Data Processor or additional Data Processor.
- 16.3. The scope and purpose of the processing, as well as the types of Personal Data processed, depend on **(i)** what Services the User uses, **(ii)** how and where the User uses the Device, and **(iii)** what settings the User chooses for the User's Account and Services.
- 16.4. Processing of Personal Data carried out by the Provider in the role of a Controller is governed by the Privacy Policy publicly available on the Website or by the applicable Processing Agreement.
- 16.5. In cases where the User is in the position of a Controller or a Processor for another Controller with respect to Personal Data of third parties processed in Cloud JABLOTRON, the User is responsible for ensuring that the Personal Data is processed in accordance with the Applicable Regulations.
  - 16.5.1. As a Data Controller, the User is obliged, in particular, to inform Data Subjects of the extent and type of Personal Data processed and the purposes of Personal Data processing, to handle requests of Data Subjects for sending, erasure and transmission of Personal Data, and to mark monitored spaces with information signs.
  - 16.5.2. As a Data Processor for another Controller, the User is obliged, in particular, to inform the Provider of the User's status as a Processor and invite the Provider to conclude a contract with the User regulating this further processing of Personal Data.
- 16.6. The text of the Processing Agreement, which defines the mutual rights and obligations of the User, as the Data Controller, and the Provider, as the Data Processor, is attached below after the text of these TCU. By agreeing to these TCU, the User also agrees that the terms and conditions of processing of Personal Data by the Provider as its Processor for the User are governed by the attached Processing Agreement.
- 16.7. The User has acquainted with the Privacy Policy in connection with all processing of Personal Data by the Provider, and accepts it. In the event of an amendment to the Policy, the User is entitled to withdraw from these TCU under the same conditions as if these TCU were replaced by Successor TCU as set out in par. 15.5 of the TCU.
- 16.8. Amendments to the Policy will be notified in the same manner as acceptance of Successor TCU (par. 15.5 of the TCU).
- 16.9. If the User grants another User permission to access the former's Device and if the latter is a Joint Controller of Personal Data together with the former, the former is obliged to ensure that the persons whose Personal Data are processed are informed in accordance with the Applicable Regulations on Joint Controllers.

**17. TERM OF THE CONTRACTUAL RELATIONSHIP**

- 17.1. The contractual relationship between the User and the Provider established by these TCU arises between the Parties at the moment the User completes Account Sign-up or Device Registration and expresses the will to be bound by these TCU by agreeing

to them, by clicking the “/ agree” button, thereby accepting the TCU by the User, and expires no later than the expiry of the Effective Period pursuant to Art. 15 of the TCU.

- 17.2. Prior to the expiry of the Effective Period of the TCU, the User is entitled to terminate the contractual relationship established by these TCU at any time without cause and without notice period. The User will send the notice from the User's Email address to the Provider's email address. The Provider is obliged to confirm, without delay, to the User the delivery of the termination notice by sending a notification to the User's Email address.
- 17.3. Before the expiry of the Effective Period of the TCU, 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 User's Email 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.
- 17.4. In the event of termination under par. 17.2 and 17.3, the contractual relationship terminates with the effect of the termination notice by any Party, which occurs at the moment of delivery of the termination notice to the other Party.
- 17.5. If access to Cloud JABLOTRON is cancelled for any of the reasons specified in par. 11.1 of these TCU or the User's ability to use the basic Service is cancelled, the contractual relationship between the Parties established by these TCU also terminates.
- 17.6. Termination of the contractual relationship between the Provider and the User established by the Processing Agreement will result in a termination of the contractual relationship between the Parties established by these TCU that relates to the respective Processing Agreement, and vice versa.

## **18. FINAL PROVISIONS**

- 18.1. Severability. Should any provision hereof become invalid or unenforceable or should be finally and conclusively found as such by a competent court or another competent body, such a fact will not affect the validity or enforceability of the remaining provisions hereof;
- 18.2. 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 TCU 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 TCU are translated into several versions; in the case of any discrepancy between the various language versions, the Czech version prevails.
- 18.3. Failure to exercise a right. Any failure of the Provider to exercise or enforce or not insisting on any of its rights or remedies to protect rights the Provider is entitled to under these TCU 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.
- 18.4. Dispute resolution. Should there be a consumer dispute under the Contract between the Provider and a User-Consumer which is not settled by mutual agreement (this is, the User-Consumer must contact the Provider first), the User-Consumer may file a motion for an out-of-court settlement of such a dispute to the designated authority for out-of-court consumer dispute resolution, which is the Czech Trade Inspection (Česká obchodní inspekce, Ústřední inspektorát - oddělení ADR, Štěpánská 15, 120 00 Praha 2, Czech Republic; email: [adr@coi.cz](mailto:adr@coi.cz); website: [adr.coi.cz](http://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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