

TERMS AND CONDITIONS OF SERVICE PROVISION: ~~SMS~~-NOTIFICATION

No. TC~~NSP-SMS~~_2023~~1105~~01
Effective from: ~~4-5-1~~ November 2023

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

“ Effective Period of the TCSP-SMSTCNSP”	means the period from the beginning of effect of the TCSP-SMSTCNSP set by the Provider until the time stipulated in the Successor TCSP-SMSTCNSP or until the beginning of effect of the Successor TCSP-SMSTCNSP or until the time specified in a notification pursuant to par. 8.4, however, not longer than the Effective Period of the TCU;
“ Successor TCSP-SMSTCNSP”	means the Terms and Conditions of Service Provision: SMS Notification published on the Website with a subtitle of a more recent date of publication superseding the current TCSP-SMSTCNSP in effect;
“ Notification”	means an electronic communication compiled by the Provider on the basis of information about an event detected by a Device transferred to Cloud JABLOTRON supplemented by some additional information enabling the User to be immediately informed of the situation in the place of Device installation; <u>the Provider may provide Notifications, based on what has been ordered by the User, in various forms including SMS, voice notifications, e-mail or push notifications.</u> notifications of alarm events and other events the sending of which is free of charge are not subject to these TCSP-SMSTCNSP ;
“ Provider”	means 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 Register administered by the Regional Court in Ústí nad Labem, section C, file No. 36983;

“ TCSP-SMSTCNSP ”	means the currently effective Terms and Conditions for the Provision of the Service: SMS -Notification;
“ SMS-Notification Service ”	means one of the optional-Additional Services in Cloud JABLOTRON which allows the User to obtain information about selected events detected by the Device to which the User has access converted by the Provider to the relevant text message form and sent, in the SMS format, to the mobile devices of the circle of recipients defined by the User, <u>for example, to the form of a text message sent in the SMS format;</u>
“TCU”	means the currently effective Terms and Conditions for the Use of Cloud JABLOTRON.

2. SUBJECT-MATTER OF THE ~~TCSP-SMSTCNSP~~

2.1. The subject of these ~~TCSP-SMSTCNSP~~ is the regulation of mutual rights and obligations between the Parties in connection with the use of the ~~SMS~~-Notification Service by the User.

3. ~~SMS-NOTIFICATION SERVICE~~

3.1. Purpose of the Service. The purpose of the ~~SMS~~-Notification Service is to allow the User to keep track of events that have been detected by the Device to which the User has access and concerning which the User requests sending Notifications in the form of ~~SMS messages selected by the User~~ to recipients defined by the User ~~(mobile devices equipped with SIM cards).~~

3.2. The ~~SMS~~-Notification Service is always arranged for each one (1) Device separately. The User may arrange the ~~SMS~~-Notification Service for any of the User’s Devices as well as for a Device of another User to which the User has access.

3.3. By arranging the ~~SMS~~-Notification Service, the User acknowledges that the subscription paid by the User will be used to send ~~SMS~~-Notifications to all recipients defined for a particular Device by any authorized User in the ~~SMS~~-Notification Service settings at the time of its Activation, or at any time thereafter.

3.4. If the User arranges the ~~SMS~~-Notification Service with respect to another User’s Device to which the User only has permission to access, the provision of the ~~SMS~~-Notification Service to that User or any recipient defined by the User may be terminated by denying them access to the respective Device of another User or excluding them from receiving ~~SMS~~-Notifications in the Service settings.

3.5. Content of the Service.

3.5.1. For some devices, Cloud JABLOTRON allows the processing of technical information from the Device operation that has been transferred in encrypted form to Cloud JABLOTRON into the Notification format.

3.5.2. This is mainly information about events detected by the Device such as alarm locking or unlocking statuses, alarm failure or current temperature.

3.5.3. In the User’s account, the User may choose from a list of events offered by the Provider the User wishes to be informed about by Notifications. The list of events may be extended or narrowed down by the Provider from time to time.

3.5.4. Based on the User's settings, the Provider monitors and evaluates information from the operation of the Device transferred to Cloud JABLOTRON and if information about an event the User has requested to be informed about arrives, the Provider ~~compiles-creates~~ a ~~text~~ message ~~in the requested format~~ to which, in addition to the event specification, the Provider adds the name of the premises (according to the User's settings) the event is associated with and the time of occurrence of the event and send this Notification ~~via a third party GSM network in the SMS format~~ to the recipients defined by the User ~~(SMS Notification)~~.

3.5.5. The Notifications are being sent in the language of User's Account.

~~3.5.5. The Provider allows the User to choose from several languages in which Notifications can be sent. The selection is made by the User in the User's Account and can be changed at any time.~~

3.5.6. The User is entitled to change both the scope of the information about which the Notification according to these ~~TCSP-SMSTCNSP~~ is to be ~~delivered provided~~ to the User and the circle of defined recipients at any time, such a change being effective for the Provider by making a change to the settings.

3.5.7. There is no limit to the number of Notifications or the number of defined recipients except the amount of the subscription paid.

3.5.8. Notifications are stored by the Provider for thirty (30) days following their sending, including related operational details. It is not possible to resend a Notification.

3.5.9. The settings of Notifications by the User for the User's Device are automatically deleted when the Device is removed from Cloud JABLOTRON.

3.5.9.1. In the case of Notification settings by a User who is only granted permission to access the Device from another User, such User's notification settings will be deleted manually by any authorized User.

~~3.5.9.1-3.5.9.2.~~ -If another User's Device access permission is removed, the Notification settings set up by that User whose permission has been removed will not be automatically deleted from the Device. The settings must be deleted manually.

~~WARNING: IF ANOTHER USER'S DEVICE ACCESS PERMISSION IS REMOVED, THE NOTIFICATION SETTINGS SET UP BY THAT USER WHOSE PERMISSION HAS BEEN REMOVED WILL NOT BE AUTOMATICALLY DELETED FROM THE DEVICE. THE SETTINGS MUST BE DELETED MANUALLY.~~

3.5.10. The total number of Notifications currently prepaid for a particular Device is available in the Account in the MySERVICES section to Users who have permission to set up Notifications for the Device.

3.6. Service parameters.

3.6.1. No type of ~~SMS~~ message other than Notification within the meaning of these ~~TCSP-SMSTCNSP~~ messages can be sent within the ~~SMS~~-Notification Service.

3.7. Service level.

3.7.1. The Provider, as the operator of Cloud JABLOTRON, has no influence and is not responsible for the functioning of any GSM networks or other electronic communication networks through which Notifications are to be sent and does not guarantee any level of ~~SMS~~-Notification Service in terms of Notification deliverability through them.

4. PROVISION OF THE ~~SMS~~-NOTIFICATION SERVICE

4.1. The provision of the Notification Service is only possible if the MyJABLOTRON Service is provided in full. If the User is not provided with the MyJABLOTRON Service in full for any reason, it is not possible to provide the Notification Service.

4.1.4.2. Service Activation.

4.1.1.4.2.1. A user who wishes to use the ~~SMS~~-Notification Service must enter into a contract with the Provider for its provision by making the appropriate choice in the User's Account and subsequently agreeing to the ~~TCSP-SMSTCNSP~~.

4.1.2.4.2.2. Once the contract for the provision of the ~~SMS~~-Notification Service is concluded, the User is redirected to the payment gateway to pay for the first subscription of the ~~SMS~~-Notification Service.

4.1.3.4.2.3. Activation of the ~~SMS~~-Notification Service occurs by its launch by the Provider upon receipt of a confirmation from the payment gateway about the payment of the price of the first subscription by the User.

4.1.4.4.2.4. After activating the ~~SMS~~-Notification Service or in the event of its future change, the Provider sends information to the User by addressed electronic communication (e-mail message) about the level of subscription paid by the User and the period during which the subscription lasts or, where applicable, the remaining amount of the subscription or its exhaustion.

4.2.4.3. Deactivation of the ~~SMS~~-Notification Service means the moment from which the Provider ceases to provide the ~~SMS~~-Notification Service. Such a moment occurs (i) automatically with the termination of the User's contractual relationship with the Provider according to these ~~TCSP-SMSTCNSP~~ or (ii) with the termination of the User's contractual relationship with the Provider according to the TCU, or (iii) when the subscription is exhausted.

5. SERVICE PRICE AND PAYMENT TERMS

5.1. The ~~SMS~~-Notification Service is provided for a fee, on the principle of subscription.

5.2. The Provider may choose to provide the ~~SMS~~-Notification Service free of charge for a certain period of time, to the extent in its sole discretion, as well as to offer the User a temporary period of free trial or use at a reduced price. To the extent specified by the offer, the User will be entitled to use the ~~SMS~~-Notification Service free of charge for the duration of such offer. This is without prejudice to any other provisions of these ~~TCSP-SMSTCNSP~~ or any payments already made for the provision of the ~~SMS~~-Notification Service in the previous period.

5.3. The Provider allows the User to choose from several subscription levels, which differ in the number of prepaid Notifications that the User receives by paying the subscription and depending on the number of prepaid Notifications also by a certain price advantage. The subscription price levels are provided in the Account or on the Website.

~~5.4. As of the effective date of these TCSP-SMS, the Provider offers the following three subscription levels:~~

~~5.4.1. Package of 50 Notifications for the price of 2.50 €~~

~~5.4.2. Package of 250 Notifications for the price of 12.00 €~~

~~5.4.3. Package of 1000 Notifications for the price of 46.00 €~~

5.5.5.4. The subscription may be used within **three (3) years** from the date of its activation (i.e., from payment). If the User does not exhaust the subscription in the specified period, the right to send any unused Notifications is extinguished upon the lapse of that period without compensation and the relevant part of the unused subscription belongs to the Provider; it is not returned to the User.

5.6.5.5. The number of subscription levels offered as well as their content or price may be changed unilaterally by the Provider from time to time; however, such a change does not affect an already active subscription.

5.7.5.6. The Provider provides an up-to-date overview of the offered subscription levels on the Website.

5.8.5.7. All prices are stated in EUR and excluding VAT, which will always be charged to the User in the amount specified by the Applicable Regulation.

5.9.5.8. Any changes in the prices are published by the Provider on the Website in good time by changing the aforementioned overview and, in the case of a subscription level used by the User, by an addressed electronic communication to the User.

5.10.5.9. Any price changes will be automatically taken into account by the respective provider of the payment gateway service used for the payment of subscription prices without the User having to take any action.

5.11.5.10. **Payment terms.**

5.11.1.5.10.1. The User is obliged to pay the subscription to the Provider in advance, either via a credit card or PayPal.

5.11.2.5.10.2. The user can activate automatic subscription payment.

5.11.3.5.10.3. The Provider informs the User about the payment by means of a message sent to the User's E-mail address.

5.11.4.5.10.4. Invoices containing the billing of the price of the subscription are always sent to the User at the e-mail address provided by the User when setting up the payment, and are also available to the User in the User's Account.

5.10.5. Should the contract for the provision of the ~~SMS~~-Notification Service be terminated unilaterally by the User before the utilisation of an already paid subscription, the relevant part of the unused subscription belongs to the Provider; it is not returned to the User.

5.11.5.5.10.6. Should the User cease to be provided with the MyJABLOTRON Service before the subscription already paid for is used, the relevant part of the unused subscription fee will not be refunded to the User.

6. LIABILITY OF PARTIES

6.1. Limitations, maintenance. The Provider reserves the right to limit, temporarily and for a necessary time, provision of the ~~SMS~~-Notification Service, mainly due to updates and maintenance of Cloud JABLOTRON. As a result, some or all of the essential features of the ~~SMS~~-Notification Service may not work for a transitional period, e.g. it may not be possible to process the information from which the Notification is to be created, or it may not be possible to send Notifications.

6.2. Quality guarantee. The Provider calls the User's attention to the fact that the provision of the ~~SMS~~-Notification Service is not subject to any quality guarantee.

6.3. Provider's liability for a harm to the User. Provider's liability for a harm to the User in connection with the use of the SMS Notification Service is subject to joint arrangements stipulated in par. 124.2 of the TCU.

- 6.4. Personal Data protection principles. Personal Data that may be contained in Notifications or in connection with the provision of the ~~SMS~~-Notification Service are processed in accordance with the principles stipulated in the Privacy Policy the User is acquainted with before commencement of use of the User's Account.
- 6.5. In view of the fact that the provision of the ~~SMS~~-Notification Service is dependent on the performance and functioning of a number of other entities, services, processes and equipment over which the Provider has no exclusive or majority control, all the Provider's obligations, statements and assurances may always be interpreted and applied exclusively to those entities, services, processes and equipment under the Provider's exclusive or majority control. Especially, the Provider is or may not be under any circumstances responsible for the functioning of the internet connection, GSM/GPRS, the Internet and similar networks, the quality of these networks and connections, or the functionality of any hardware and software which is not under the Provider's control.
- 6.6. The User is responsible especially for timely and properly informing the Provider of any change in the User's identification or contact details, as well as for the User's availability to be contacted by the Provider with respect to provision of assistance necessary to deal with any obstacles to the provision of the ~~SMS~~-Notification Service.
- 6.7. Protection of third party rights.
- 6.7.1. The User is obliged to use the ~~SMS~~-Notification Service in accordance with applicable Regulations and, in principle, with respect to the Device to which the User enjoys an ownership right or a right to use or at least permission to access from another User. If the User loses such a right or permission, the User is obliged to make reasonable efforts to stop their use of the ~~SMS~~-Notification Service;
- 6.7.2. When using the ~~SMS~~-Notification Service, the User is obliged to pay attention to the rights and legitimate interests of third parties who may be affected by the Use of the ~~SMS~~-Notification Service, e.g., when determining the circle of defined recipients of Notifications.
- 6.8. Protection of the Provider. The User is aware that by allowing another person to access the User's Account, the User effectively allows that person to enter into a contract for the provision of the ~~SMS~~-Notification 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 RECOMMENDS THAT THE USER ALWAYS CONSIDER RESPONSIBLY WHETHER TO ALLOW ANOTHER PERSON TO ACCESS THE USER'S ACCOUNT.

7. TERM OF THE CONTRACTUAL RELATIONSHIP

- 7.1. The contractual relationship provided for by these ~~TCSP-SMSTCNSP~~ terminates no later than with the expiry of the Effective Period of the VPU.
- 7.2. The contract is concluded for a fixed period of time, specifically the period until the User exhausts the number of Notifications prepaid by the User but no longer than for the period during which the subscription can be exhausted according to these ~~TCSP-SMSTCNSP~~ (see paragraph 5.45.5).
- 7.2.1. The contract for the provision of the ~~SMS-Service~~-Notification Service is terminated automatically when the Device in connection with the operation of which Notifications are sent to the User is removed from Cloud JABLOTRON.

- 7.2.2. If the User is a Consumer, in addition to the rights set out in these ~~TCSP-SMSTCNSP~~, the User also enjoys all rights related to a unilateral termination of the contract arising from the Applicable Regulations.
- 7.2.3. The contract for the provision of the ~~SMS-Service~~ Notification Service terminates at the expiry of the period referred to in paragraph ~~5.45.45.5~~ of the ~~TCSP-SMSTCNSP~~ or, where applicable, upon exhaustion of the subscription and the User's failure to pay for another subscription regardless of the reason (i.e., for example, due to lack of funds in the account from which the subscription is paid, failure to update of the credit card data, blockage of funds due to distraint on the User's assets, malfunction of the payment gateway, etc.).
- 7.3. The Provider is entitled to terminate the contract at any time without cause.
 - 7.3.1. There is no period of notice, therefore, the notice of termination takes effect upon delivery to the User.
 - 7.3.2. The notice of termination is sent to the User's E-mail address. The User is obliged to confirm, without delay, to the Provider the delivery of the termination notice by sending a notification to the Provider's email address from which the User received the Provider's notice of termination.
- 7.4. The contract will also terminate automatically when the User's access to Cloud JABLOTRON is cancelled or the User's Account is terminated for any of the reasons set out in the relevant provisions of these ~~TCSP-SMSTCNSP~~ or TCU. If, at the time of the cancellation of the User's access to Cloud JABLOTRON or the termination of the User's Account for any Device by such User, there is a subscription of the SMS Notification Service which is also used by other Users and the Device continues to be connected to Cloud JABLOTRON, the SMS Notification Service remains active for such other Users until the exhaustion or expiry of the respective subscription.

8. EFFECTIVE PERIOD OF THE ~~TCSP-SMSTCNSP~~ AND SUCCESSOR ~~TCSP-SMSTCNSP~~

- 8.1. **Force and effect.** With the exception of provisions in par. 8.2 and Chyba! Nenalezen zdroj odkazů.8-5 of the ~~TCSP-SMSTCNSP~~ (the force and effect of which are not limited in time), these ~~TCSP-SMSTCNSP~~ are effective for the Effective Period of the ~~TCSP-SMSTCNSP~~.
- 8.2. If the Successor ~~TCSP-SMSTCNSP~~ take effect, the Effective Period of the ~~TCSP-SMSTCNSP~~ terminates at the beginning of the effectiveness of the Successor ~~TCSP-SMSTCNSP~~.
- 8.3. The Effective Period of Successor ~~TCSP-SMSTCNSP~~ becomes the new Effective Period of the ~~TCSP-SMSTCNSP~~ upon the end of the Effective Period of the ~~TCSP-SMSTCNSP~~.
- 8.4. If the Provider publishes a notice in the Account stating the date on which the effect of ~~TCSP-SMSTCNSP~~ terminates, the effect of the ~~TCSP-SMSTCNSP~~ will terminate on that date. Such notice will be published in the Account at least 2 (two) months before the termination date of the ~~TCSP-SMSTCNSP~~.
- 8.5. **Successor ~~TCSP-SMSTCNSP~~.**
 - 8.5.1. The Provider continuously develops, improves or extends the functional and user capabilities of the ~~SMS~~-Notification Service, optimizes their provision including adaptation to changes in the market, changes in prices or conditions of performance and supply of third parties, proceeds to various changes in the technologies used to or in the provision of the ~~SMS~~-Notification Service, etc. At the same time, there are continuous changes in the legislation relating to the provision of the ~~SMS~~-Notification Service, or changes in their interpretation or

in the decision-making practice of the authorities concerned. FOR THESE REASONS, IT IS NECESSARY THAT THE PROVIDER REPLACE THESE ~~TCSP-SMSTCNSP~~ FROM TIME TO TIME WITH SUCCESSOR ~~TCSP-SMSTCNSP~~.

- 8.5.2. Users are notified of any changes to the ~~TCSP-SMSTCNSP~~ 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 TWO (2) MONTHS OF NOTIFICATION UNDER SUBPAR. 8.5.2 ~~TCSP-SMSTCNSP~~,
 - 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 ~~TCSP-SMSTCNSP~~ IN THE USER'S ACCOUNT.
- 8.5.4. IF THE USER DOES NOT AGREE WITH THE SUCCESSOR ~~TCSP-SMSTCNSP~~, 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 ~~TCSP-SMSTCNSP~~ ONE (1) MONTH BUT TERMINATES NO LATER THAN ON THE DAY PRECEDING THE DATE OF ENTRY INTO EFFECT OF THE SUCCESSOR ~~TCSP-SMSTCNSP~~;
 - b) in the event of changes pursuant to subpar. 8.5.3(b) of the ~~TCSP-SMSTCNSP~~ TWO (2) MONTHS.
- 8.6. The ~~SMS~~-Notification Service may only be used under the conditions specified in the effective ~~TCSP-SMSTCNSP~~. THEREFORE, WHERE THE USER USES THE ~~SMS~~ NOTIFICATION SERVICE, LOGS INTO THE ACCOUNT OR OTHERWISE USES CLOUD JABLOTRON, IT WILL BE DEEMED THAT THE USER ALSO EXPRESSES, THROUGH THIS FACTUAL ACT, AGREEMENT WITH THE EFFECTIVE ~~TCSP-SMSTCNSP~~ AND THE USER'S WILL TO BE BOUND BY THEM.

9. FINAL PROVISIONS

- 9.1. Unless stipulated otherwise herein, rights and obligations of the User and the Provider are governed by the TCU then in effect.
- 9.2. In the event of a conflict between these ~~TCSP-SMSTCNSP~~ and the TCU, these ~~TCSP-SMSTCNSP~~ take precedence over the TCU.
- 9.3. Assignment of the Agreement. The Provider is entitled to transfer, as the assignor, the Provider's rights and obligations from the contractual relationship regulated by these ~~TCSP-SMSTCNSP~~ in whole or in part to a third party, with effects applicable to what has not yet been fulfilled.

- 9.3.1. By concluding a contractual relationship according to the ~~TCSP-SMSTCNSP~~, the User provides the Provider-assignor with consent to such possible transfer.
- 9.3.2. The assignment of the contract becomes effective against the User when the User is informed by the Provider, as the assignor, of the assignment of the contract or when the assignee proves the assignment of the contract to the User.
- 9.3.3. The User's consent to the assignment is granted exclusively in the event of assignment to an entity that is in the position of a person controlled by the Provider or a person controlling the Provider or a person controlled by the same controlling person that controls the Provider.
- 9.4. Severability. Should any provision hereof become invalid or unenforceable or should it be found as such by a competent court or any other authority with the power to issue binding decisions or findings, this fact shall not affect the validity or enforceability of other provisions hereof; however, the User in such case undertakes to negotiate with the Provider without undue delay, but no later than within five (5) days of the Provider's notice, a new agreement, a valid and enforceable one, the purpose of which will, if possible, correspond to the original provisions or will at least aim to achieve the purpose that is the closest to the original provision.
- 9.5. Language version, governing law. These ~~TCSP-SMSTCNSP~~ are translated into several versions; in the case of any discrepancy between the various language versions, the Czech version prevails. Since the Provider has its registered office in the Czech Republic, where essential technical aspects of Cloud JABLOTRON are also located, these ~~TCSP-SMSTCNSP~~ are governed and are to be interpreted in accordance with the laws of the Czech Republic. In the event of a trial with the Provider, the Parties agree on local jurisdiction of the court in the district of which the Provider has its registered office.
- 9.6. Failure to exercise a right. Any failure of the Provider to exercise or enforce or not insisting on any of its rights or remedies to protect rights the Provider is entitled to under these ~~TCSP-SMSTCNSP~~ 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.

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