

## TERMS AND CONDITIONS FOR THE PROVISION OF PAID VIDEO SERVICES

No. PPV\_20231101

effective from 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 paid Video Services 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:

<b>“Effective Period of the PPV”</b>	means the period from the beginning of effect of the PPV set by the Provider until the time stipulated in the Successor PPV or until the beginning of effect of the Successor PPV or until the time specified in a notification pursuant to par. 8.4, however, not longer than the Effective Period of the TCU;
<b>“Camera”</b>	means a camera that is installed in the premises guarded by the User by means of any Service in accordance with Applicable Regulations and that 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>“LIVE+”</b>	means a Video Service 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 sixty (60) Video Sequences and subsequently access these remotely;
<b>“Successor PPV”</b>	means the Terms and Conditions for the Provision of Paid Video Services published on the Website with a subtitle of a more recent date of publication superseding the current PPV in effect;
<b>“Provider”</b>	means company <b>JABLOTRON CLOUD Services s.r.o.</b> , reg. No.: 047 86 645, registered office U Přehradý 3204/61, Mšeno nad Nisou, 466 02 Jablonec nad Nisou, Czech Republic
<b>“PPV”</b>	means the currently effective Terms and Conditions for the Provision of Paid Video Services;

"RECORD3"	means a Video Service that, in addition to an online view of Camera image, enables the User to record the transmitted Camera image up to three (3) days retrospectively, store it in the Provider's storage and at the same time record up to sixty (60) Video Sequences and subsequently access the stored records remotely;
"RECORD7"	means a Video Service that, in addition to an online view of Camera image, enables the User to record the transmitted Camera image up to seven (7) days retrospectively, store it in the Provider's storage and at the same time record up to sixty (60) Video Sequences and subsequently access the stored records remotely;
"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;
"TCU"	means the currently effective Terms and Conditions for the Use of Cloud JABLOTRON.

## 2. SUBJECT-MATTER OF THE PPV

- 2.1. The subject-matter of these PPV is regulation of mutual rights and obligations between the Parties in connection with the use of any of paid Video Services by the User; the basic free-of-charge LIVE Video Service is regulated in the TCU.

## 3. VIDEO SERVICES

- 3.1. 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.
- 3.2. Purpose of the RECORD3 and RECORD7 Video Services. The purpose of these Video Services is to provide the User with the possibility of a remote online view of Camera image, to record and store, in the Provider's storage, Video Sequences for the stipulated time and to the stipulated extent, and to record and store Camera recordings to the stipulated extent.
- 3.3. A Video Service is always arranged for one (1) Camera separately.
- 3.4. Content of the LIVE+ Video Service.
- 3.4.1. The Video Service allows an online view of Camera image in the User's Account and the possibility to record and store up to sixty (60) Video Sequences from each Camera.

- 3.4.2. Moreover, it allows recording of a Video Sequence by enabling or disabling PG output (programmable output) of the switchboard of the JABLOTRON100+ system to which the Camera is connected.
  - 3.4.3. Video Sequences are transmitted via an 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.
  - 3.4.4. 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.
  - 3.4.5. Furthermore, Video Sequences are deleted from the Provider's storage following a removal of the respective Camera from the User's Account.
  - 3.4.6. 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.
  - 3.4.7. The User may also manually delete Video Sequences in the User's Account.
- 3.5. Content of the RECORD3 and RECORD7 Video Services.
- 3.5.1. Both these Video Services include the option:
    - 3.5.1.1. of an online view of Camera image in the User's Account;
    - 3.5.1.2. to record and store up to sixty (60) Camera Video Sequences in the Provider's storage; recording of a Video Sequence may also be invoked by enabling or disabling PG output (programmable output) of the switchboard of the JABLOTRON100+ system to which the Camera is connected;
    - 3.5.1.3. to record and store Camera recordings in the Provider's storage; in the case of the RECORD3 Video Service, it is a continuous recording by the Camera for up to three (3) days, in the case of the RECORD7 Video Service, it is a continuous recording by the Camera for up to seven (7) days.
  - 3.5.2. Image recordings are transmitted via an 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.
  - 3.5.3. 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 set by the Installation Partner in the configuration environment of the Video Services according to the User's instructions.
  - 3.5.4. Furthermore, Video Sequences are deleted from the Provider's storage following a removal of the respective Camera from the User's Account.
  - 3.5.5. Recordings are automatically rewritten by new recording after the stipulated length is reached (time loop).
  - 3.5.6. Furthermore, the User may delete a recording:
    - 3.5.6.1. by switching to the LIVE Video Service, whereby the recording recorded is gradually deleted upon passage of the originally stipulated recording period, or

- 3.5.6.2. by removing the Camera from Cloud JABLOTRON, whereby the recording is deleted immediately.
  - 3.5.7. The User may also download recordings from the Account to the User's storage in one (1)-hour sections.
- 3.6. Parameters of Video Services.
  - 3.6.1. The quality of image in Video Services 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.
  - 3.6.2. 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 Video Services.
  - 3.6.3. The period of automatic deletion of Video Sequences may be set between one (1) and thirty (30) days of their recording.
  - 3.6.4. Parameters can be set for each Camera separately.
  - 3.6.5. 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.
  - 3.6.6. In the case of the RECORD3 and RECORD7 Video Services, the integrity of recording in the agreed length is ensured at a minimum of ninety-eight point eight per cent (98.8%) under standard conditions.
- 3.7. Level of Video Services.
  - 3.7.1. For Video Services, 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).
  - 3.7.2. In the case of the RECORD3 and RECORD7 Video Services, the integrity of recording in the agreed length is ensured at a minimum of ninety-eight point eight per cent (98.8%) under standard conditions.
  - 3.7.3. Any backups of the recordings are to be made by the User at the User's discretion and responsibility.

#### **4. PROVISION OF VIDEO SERVICES**

- 4.1. The provision of Video Services is only possible if the MyJABLOTRON Service is provided at the same time. If the User does not use the MyJABLOTRON Service for any reason, it is not possible to provide the User with any Video Service.
- 4.2. Activation of the LIVE+ Video Service.
  - 4.2.1. Any User wishing to arrange a LIVE+ Video Service must be already using the free LIVE Video Service.
  - 4.2.2. A contract for the provision of the LIVE+ Video Service is concluded by the User by selecting this Video Service in the User's Account and subsequently agreeing to these PPV.
  - 4.2.3. Once the contract for the provision of the LIVE+ Video Service is concluded, the User is redirected to the payment gateway to pay the price of the first subscription to the LIVE+ Video Service or to enter the User's payment details for the use of the service in the period following the expiry of the temporary free use of the Service (trial) provided to the User by the Provider.

- 4.2.4. Activation of the LIVE+ Video Service occurs by its launch by the Provider upon receipt of a notification from the payment gateway about the payment of the price of the first subscription to the LIVE+ Video Service by the User.
- 4.2.5. Following the activation of the Video Service, as well as in the event of its future change, the Provider will send information about the activated Video Service, the time for which it will be active, and the billing of the price of the Video Service via an e-mail message to the User.
- 4.2.6. After the activation, the LIVE+ Video Service replaces the LIVE Video Service.
- 4.3. Activation of the RECORD3 and RECORD7 Video Services.
  - 4.3.1. Any User wishing to arrange either of these Video Services must be already using the free LIVE Video Service or the LIVE+ Video Service.
  - 4.3.2. A contract for the provision of either of these Video Services is concluded by the User by selecting the Video Service in the User's Account and subsequently agreeing to the PPV.
  - 4.3.3. Once the contract for the provision of the respective Video Service is concluded, the User is redirected to the payment gateway to pay the price of the first subscription to the respective Video Service or to enter the User's payment details for the use of the Video Service in the period following the expiry of the temporary free use of the Service (trial) provided to the User by the Provider.
  - 4.3.4. Activation of the respective Video Service occurs by its launch by the Provider upon receipt of a notification from the payment gateway about the payment of the price of the first subscription to the Video Service by the User.
  - 4.3.5. Following the activation of the Video Service, the Provider will send information about the activated Video Service, the time for which it will be active, and the billing of the price of the Video Service via an e-mail message to the User.
  - 4.3.6. After the activation, the RECORD3 or RECORD7 Video Service replaces the provision of the free LIVE Video Service or the LIVE+ Video Service.
- 4.4. NOTICE to the User
  - 4.4.1. The Provider informs the User that for the first twenty-four (24) hours after the registration of the Camera to the 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 the correctness of installation (e.g., setting the correct 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.
  - 4.4.2. 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.
- 4.5. Deactivation of the Video Service means the moment from which a view of the image from the respective Camera is no longer available to the User in the User's Account. This occurs immediately after the termination **(i)** of the contractual relationship between the User and the Provider according to these PPV; or **(ii)** of the contractual relationship between the User and the Provider under the TCU.

## **5. PRICE FOR THE VIDEO SERVICES AND PAYMENT TERMS**

- 5.1. LIVE+, RECORD3 and RECORD7 Video Services are provided for a fee, and the Provider's current price list is always available on the Website. All prices in the price

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

- 5.2. The Provider may choose to provide some of the LIVE+, RECORD3 and RECORD7 Video Services free of charge for a limited period of time, to the extent in its sole discretion, as well as to offer the User a temporary period of free trial or use at a reduced price. To the extent specified by the offer, the User will not be obliged to pay for the relevant Video Service for the period of effect of such offer. This is without prejudice to any other provisions of these PVV or any payments already made for the provision of Video Services in the previous period.
- 5.3. Any changes in the prices of the Services are published by the Provider on the Website in good time by changing the price list and, in the case of a Video Service used by the User, by an addressed electronic communication to the User.
- 5.4. 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 for Video Services without the User having to take any action. However, if the User is not interested in further provision of a Video Service after a price list change, the User must terminate the payments in the settings of the Services in the User's Account.
- 5.5. The User is entitled to terminate the contract for the provision of the Video Service subject to the price list change on the effective date of the price list unilaterally by notice.
- 5.6. Payment terms.
  - 5.6.1. The User is obliged to pay the price of the Video Service to the Provider in advance (subscription). The User makes the first payment immediately after the conclusion of the contract for the provision of the Video Service, and other payments always monthly in advance, either by credit card or PayPal.
  - 5.6.2. An automatic monthly payment in the amount of the price for the applicable Video Service is always activated.
  - 5.6.3. The automatic monthly payment is usually debited five (5) days before the end of the month. The Provider informs the User about the payment by means of a message sent to the User's E-mail address.
  - 5.6.4. The user may cancel the automatic payment at any time in the User's Account by setting up another Video Service related to the Camera. The change can be made either with effect from the end of the subscription period or immediately.
  - 5.6.5. Invoices containing the billing of the price of the Video Service provided 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.
  - 5.6.6. Should the contract for the provision of any of the Video Services 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.
  - 5.6.7. 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 THE PARTIES**

- 6.1. Limitation, maintenance. The Provider reserves the right to limit, temporarily and for a necessary time, provision of a Video Service, mainly due to updates and maintenance of Cloud JABLOTRON. As a result, some or all of the essential features of the 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.

6.2. Quality guarantee.

6.2.1. The Provider calls the User's attention to the fact that the provision of any Video 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 a Video Service is subject to joint arrangements stipulated in par. 14.2 of the TCU.

6.4. 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.

6.5. In view of the fact that the provision of Video Services 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.

6.6. The User is responsible especially for:

6.6.1. 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;

6.6.2. 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 a Video Service.

6.7. Protection of third party rights.

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

6.7.2. 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.

6.7.3. 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.

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 a 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 Agreement). 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 PPV terminates no later than with the expiry of the Effective Period of the VPU.
- 7.2. As a principle, the contract is concluded for a fixed term, i.e., the period for which the User subscribed to the relevant Video Service or for the period of utilisation of the temporary period of free use (trial).
  - 7.2.1. The agreed period for paid Video Services may be repeatedly extended by the User by timely payment of the subscription.
  - 7.2.2. The User is entitled to unilaterally cancel the contract at any later date, in particular by arranging another Video Service related to the Camera, or by notice without a notice period.
  - 7.2.3. The contract on the provision of the respective Video Service terminates automatically when the Camera or the JABLOTRON100+ switchboard related to the use of the Camera is removed from the Cloud JABLOTRON.
  - 7.2.4. If the User is a Consumer, in addition to the rights set out in these PPV, the User also enjoys all rights related to a unilateral termination of the contract arising from the Applicable Regulations.
  - 7.2.5. The contract on the provision of the respective Video Service terminates if the User fails to pay the 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. No later than the next day after sending the notice of termination to the User, the Provider will activate the free LIVE Video Service for the User.
- 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 PPV or TCU.

## **8. EFFECTIVE PERIOD OF THE PPV AND SUCCESSOR PPV**

- 8.1. Force and effect. With the exception of provisions in par. 8.2 and 8.5 of the PPV (the force and effect of which are not limited in time), these PPV are effective for the Effective Period of the PPV.
- 8.2. If the Successor PPV take effect, the Effective Period of the PPV terminates at the beginning of the effectiveness of the Successor PPV.
- 8.3. The Effective Period of Successor PPV becomes the new Effective Period of the PPV upon the end of the Effective Period of the PPV.
- 8.4. If the Provider publishes a notice in the Account stating the date on which the effect of PPV terminates, the effect of the PPV will terminate on that date. Such notice will be published in the Account at least 2 (two) months before the termination date of the PPV.

8.5. Successor PPV.

8.5.1. The Provider continuously develops, improves or extends the functional and user capabilities of Video Services, 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 Video Services, etc. At the same time, there are continuous changes in the legislation relating to the provision of Video 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 PPV FROM TIME TO TIME WITH SUCCESSOR PPV.

8.5.2. Users are notified of any changes to the PPV 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 OF THE PPV,

b) IN THE EVENT OF REGULATORY CHANGES OR CHANGES RELATED TO THE DEVELOPMENT, IMPROVEMENT OR EXTENSION OF THE FUNCTIONAL OR USER CAPABILITIES OF VIDEO SERVICES, 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 PPV IN THE USER'S ACCOUNT.

8.5.4. IF THE USER DOES NOT AGREE WITH THE SUCCESSOR PPV, THE USER IS OBLIGED TO STOP USING THE VIDEO 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 these PPV ONE (1) MONTH BUT TERMINATES NO LATER THAN ON THE DAY PRECEDING THE DATE OF ENTRY INTO EFFECT OF THE SUCCESSOR PPV;

b) in the event of changes pursuant to subpar. 8.5.3(b) OF these PPV TWO (2) MONTHS.

8.6. A Video Service may only be used under the conditions specified in the effective PPV. THEREFORE, WHERE THE USER USES A VIDEO SERVICE, LOGS INTO THE ACCOUNT OR OTHERWISE USES THE CLOUD JABLOTRON, IT WILL BE DEEMED THAT THE USER ALSO EXPRESSES, THROUGH THIS FACTUAL ACT, AGREEMENT WITH THE EFFECTIVE PPV 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 PPV and the TCU, these PPV take precedence over the TCU.

- 9.3. Severability. Should any provision hereof become invalid or unenforceable or should it be found as such by a competent court or any other authority with the power to issue binding decisions or findings, this fact shall not affect the validity or enforceability of other provisions in these TCU; 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.
- 9.4. Language version, governing law. These PPV 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 PPV 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.
- 9.5. Failure to exercise a right. Any failure of the Provider to exercise or enforce or not insisting on any of its rights or remedies to protect rights the Provider is entitled to under these PPV 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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