

TERMS AND CONDITIONS FOR THE PROVISION OF THE JDS CONNECTOR SERVICE

No. JDS_CONNECTOR_20240601

Effective from: 1 June 2023

Issued by the JDS CONNECTOR Service Provider in connection with Article 4 Additional Services of the GENERAL TERMS AND CONDITIONS FOR THE USE OF CLOUD JABLOTRON, i.e., by **JABLOTRON CLOUD Services s.r.o.**, reg. No.: 047 86 645, registered office U Přehradý 3204/61, Mšeno nad Nisou, 466 02 Jablonec nad Nisou, Czech Republic, registered in the Commercial 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 JDS CONNECTOR Service by the User.

1. DEFINITION OF TERMS

- 1.1. Capitalized terms and abbreviations referred to in these Terms and Conditions have either the meaning provided in the following table or, if not provided in the table, the meaning stipulated in the General Terms and Conditions for the Use of Cloud JABLOTRON (“TCU”) currently in effect:

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

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| <p>“Successor JDS CONNECTOR T&C”</p> | <p>means JDS CONNECTOR T&C published on the Website with a subtitle of a more recent date of publication superseding the current JDS CONNECTOR T&C in effect;</p> |
| <p>“Period”</p> | <p>means the time for which the User prepays the JDS CONNECTOR Service;</p> |
| <p>“Order”</p> | <p>means an order of the JDS CONNECTOR Service by an JDS CONNECTOR User using the Account, based on the Provider’s Offer;</p> |
| <p>“Provider”</p> | <p>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;</p> |
| <p>“JDS CONNECTOR T&C”</p> | <p>means the currently effective Terms and Conditions for the Provision of the JDS CONNECTOR Service;</p> |
| <p>“Device Registration for the purposes of JDS CONNECTOR use”</p> | <p>means Device Registration in Cloud JABLOTRON for the purposes of using the JDS CONNECTOR Service performed by a User or an Installation Partner;</p> |
| <p>“SIM card”</p> | <p>means a SIM card supplied by the Provider solely for the purpose of providing the JDS CONNECTOR Service together with the JDS CONNECTOR User Device;</p> <p>the provider of telecommunication services associated with the SIM card, as well as its owner according to the regulations on electronic communications, is the relevant operator in whose network the SIM card is registered;</p> <p>SIM cards are subject to regulation by the relevant telecommunications authority;</p> |
| <p>“JDS CONNECTOR”</p> | <p>means the JDS CONNECTOR Service, as one of the optional Services in Cloud JABLOTRON, which enables the JDS CONNECTOR User’s Device to have functional remote access and control of the Device using the MyJABLOTRON application, remote access of the Installation Partner, diagnostics and configuration of the Device using the MyJABLOTRON application, communication of the Device to the ARC, technical supervision of the Device by the Installation Partner, notification of Device events, access to event history, photos and other Data generated during operation of the Device for control and data collection from the connected Device, all with an increased probability of success;</p> |

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| “ Contract ” | means a contract on fee-based provision of the JDS CONNECTOR Service entered into between the Provider and the JDS CONNECTOR User based on which the JDS CONNECTOR User has the right to use the JDS CONNECTOR Service and the Provider has an obligation to provide this service; |
| “ JDS CONNECTOR User ” | means a User of the JDS CONNECTOR Service, i.e., a person who accesses and legitimately uses the JDS CONNECTOR Service and who is also a User of Cloud JABLOTRON. |

2. SUBJECT-MATTER OF THE JDS CONNECTOR T&C

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

3. JDS CONNECTOR SERVICE

- 3.1. The essence of the JDS CONNECTOR Service. **The JDS CONNECTOR Service is provided to GSM Control Panel Users who are offered the opportunity to use the features listed below. If User starts using the JDS CONNECTOR Service, the full MyJABLOTRON Service is provided to the User. If User does not use or stops using the JDS CONNECTOR Service, the MyJABLOTRON Service will only be available for the User’s Device to the extent that it allows the User to access the Account, see which Device the User is using and make payment for the Services. This provision therefore takes precedence over article 3.4.1. of the TCU.**

- 3.2. Purpose of the JDS CONNECTOR Service. The purpose of the JDS CONNECTOR Service is to enable the following for the User’s JDS CONNECTOR Device:

- 3.2.1. remote access and control of the Device using the MyJABLOTRON app;
- 3.2.2. remote access to the Device by the Installation Partner;
- 3.2.3. diagnostics and configuration of the Equipment using the MyCOMPANY application by the Installation Partner;
- 3.2.4. communication of the Device to the ARC;
- 3.2.5. technical supervision of the Device by the Installation Partner;
- 3.2.6. notification of Device events;
- 3.2.7. access to event history, photos and other Data generated during operation of the Device for control and data collection from the connected Device;

provided that all conditions for the use of the aforementioned functions are fulfilled on the part of the JDS CONNECTOR Service User, always with an increased level of security against connection failures and communication of the Device with the JDS CONNECTOR User Account via the SIM card placed in the Device by enabling the connection of the Device in all networks of mobile operators available in roaming using Support Service Providers; in Austria, the connection is only possible to the network of T-Mobile Austria GmbH.

- 3.3. Providers of supporting services. The data processing is provided by T-Mobile Czech Republic a.s., whose services include an electronic communications service as defined by law, which uses the technical solutions of T-Mobile Austria GmbH.

- 3.4. Exclusion from surveillance. The JDS CONNECTOR Service is not a service consisting in premises surveillance or monitoring or locating people. Where services consisting in surveillance of premises are provided to JDS CONNECTOR User, they are provided by a person different from the Provider and based on a contractual relationship other than the Contract.

4. PROVISION OF THE JDS CONNECTOR SERVICE

4.1. JDS CONNECTOR Service Activation

4.1.1. The JDS CONNECTOR Service may be used free of charge for thirty (30) days from the first Device Registration in Cloud JABLOTRON after the first JDS CONNECTOR Service Activation in the gratuitous stage.

4.1.2. The JDS CONNECTOR Service Activation occurs upon the first login of the JDS CONNECTOR User into a newly created or already existing User in Cloud JABLOTRON based on login data entered during the Device Registration of to the Cloud JABLOTRON. To Activate the JDS CONNECTOR Service, the JDS CONNECTOR User is required to review and agree to the JDS CONNECTOR Terms and Conditions and, in the case of a newly established Account, to the TCU. Upon acceptance of the JDS CONNECTOR T&C, the JDS CONNECTOR T&C are accepted by the JDS CONNECTOR User and the JDS CONNECTOR User may use the JDS CONNECTOR Service.

4.1.3. JDS CONNECTOR blocking in the gratuitous stage. JDS CONNECTOR Blocking means the moment of termination of provision of the JDS CONNECTOR Service, which occurs within twenty-four (24) hours after the expiry of thirty (30) days of gratuitous use under this article of the JDS CONNECTOR T&C. A period of ninety (90) days commences on the moment referred to in the previous sentence during which the SIM card may be unblocked by entering into a Contract and making a payment under subpar.4.2.2 and Art. 5 of these JDS CONNECTOR T&C. Making a payment under these JDS CONNECTOR T&C will reactivate the SIM card within twenty-four (24) hours from making the payment. The JDS CONNECTOR SIM card located in the Device associated with the provision of the JDS CONNECTOR Service will no longer be active after Blocking. Unless a Contract is entered into and a payment made under subpar. 4.2.2 and Art. 5 of these JDS CONNECTOR T&C within this period, the SIM card will be deactivated and can no longer be used. From the moment of JDS CONNECTOR Service Deactivation, the SIM card must be replaced; for the avoidance of any doubt the Parties stipulate that the costs of replacement are to be borne by the JDS CONNECTOR User.

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

4.2. Fee-based stage of the JDS CONNECTOR Service Provision

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

4.2.2. Contract conclusion. The Provider's Offer is considered an offer to enter into a Contract.

- 4.2.3. The moment of entering into the Contract is the moment when the Provider receives agreement of JDS CONNECTOR User to these JDS CONNECTOR T&C and with the Order. By agreeing to these JDS CONNECTOR T&C and completing the Order, the JDS CONNECTOR User expresses their will to be bound by these JDS CONNECTOR T&C and the Order.
- 4.3. The JDS CONNECTOR User is obliged to ensure fulfilment of and compliance with technical prerequisites of proper functioning of the JDS CONNECTOR Service on the JDS CONNECTOR User's part. The JDS CONNECTOR User is obliged to use the SIM card only in connection with the Device for which JDS CONNECTOR Service Activation was performed.

5. JDS CONNECTOR SERVICE PRICE AND PAYMENT TERMS

- 5.1. The JDS CONNECTOR Service provided for a fee, and the Provider's current price list is always available on the Website. All prices in the price list are stated in EUR and excluding VAT, which will always be charged to the JDS CONNECTOR User in the amount specified by the Applicable Regulation.
- 5.2. The Provider may choose to provide the JDS CONNECTOR Service free of charge for a limited period of time, to the extent in its sole discretion, as well as to offer the JDS CONNECTOR User a temporary period of free use (trial) or use at a reduced price. To the extent specified by the offer, the JDS CONNECTOR User will not be obliged to pay for the relevant JDS CONNECTOR Service for the period of effect of such offer. This is without prejudice to any other provisions of these JDS CONNECTOR T&C or any payments already made for the provision of the JDS CONNECTOR Service in the previous period.
- 5.3. Any changes to the prices of the JDS CONNECTOR Service shall be published by the Provider on the Website reasonably in advance of the price list change.
- 5.4. After receipt of the Order and receipt of confirmation of payment made by the JDS CONNECTOR User according to the Order, a confirmation of payment and an invoice are sent to the JDS CONNECTOR User's Email address.
- 5.5. The Period always starts from the date of sending the information e-mail to the E-mail address and ends on the date specified in the Account.
- 5.6. The terms of payment are always listed in any Order generated based on an Offer of the Provider. The price for the provision of the JDS CONNECTOR Service is always agreed for the respective Period— a month or a year in advance (billing period) unless stated otherwise in the Order. ALL PRICES IN THE PROVIDER'S OFFER ARE LISTED WITHOUT VAT. Prices including VAT are indicated in the JDS CONNECTOR User's Order before payment for the use of the JDS CONNECTOR Service.
- 5.7. The price stated in the Offer applies to the use of the JDS CONNECTOR Service for one Device. The use of the JDS CONNECTOR Service may be paid by separate payments for each individual Device. JDS CONNECTOR paid for one Device may not be transferred to another Device.

6. LIABILITY OF THE PARTIES

- 6.1. The Provider reserves the right to limit, temporarily and for a necessary time, access to the JDS CONNECTOR Service and to Cloud JABLOTRON, mainly due to updates and maintenance of the JDS CONNECTOR Service or Cloud JABLOTRON, including technical shutdowns. As a result, some of all essential features of the JDS CONNECTOR Service may be out of operation temporarily and there may be, for example, delays in the delivery of messages, etc. If allowed by the nature of the cause

of such limitation, the Provider will inform about the time and extent of such limitation in advance. Limitations in the use of the JDS CONNECTOR Service pursuant to this paragraph do not provide the JDS CONNECTOR User with **(i)** any right to terminate the Contract; **(ii)** any right to any damages; or **(iii)** any other right arising from defective performance by the Provider.

- 6.2. SINCE THE PROVIDER IS NOT A PROVIDER OF MOBILE SERVICES OF ELECTRONIC COMMUNICATIONS, especially a mobile phone network, IT MAY NOT BEAR ANY LIABILITY, INCLUDING LIABILITY FOR DEFECTS AND DAMAGE, FOR SERVICES PROVIDED BY THE RESPECTIVE CARRIER (ESPECIALLY T-MOBILE CZECH REPUBLIC A.S. OR, WHERE APPLICABLE, T-MOBILE AUSTRIA GMBH), IN PARTICULAR, BUT NOT LIMITED TO, FOR CONNECTION OF DEVICES TO THE MOBILE NETWORK OR RELIABILITY OF DATA TRANSMISSION OVER THE MOBILE NETWORK.
- 6.3. Coverage areas with signal for the provision of mobile electronic communications services may be graphically displayed in indicative maps available from T-Mobile Czech Republic a.s. or, where applicable, T-Mobile Austria GmbH and their roaming partners on their websites. With regard to the character of transmission of radio waves and to the limited possibilities of graphical display of maps of mobile operators, there is no guarantee that the JDS CONNECTOR User will always have network coverage in areas which are covered areas according to the map. Non-coverage of some parts of the territory is not a defective performance of the Provider or the T-Mobile Czech Republic a.s. or, where applicable, T-Mobile Austria GmbH and does not give rise to any right of the JDS CONNECTOR User for damages or to withdraw from the Contract under these JDS CONNECTOR T&C.
- 6.4. Quality guarantee. The Provider calls the JDS CONNECTOR User's attention to the fact that the provision of the JDS CONNECTOR Service is not subject to any quality guarantee.
- 6.5. The JDS CONNECTOR User has the right exercise the right from liability for defects provided by the JDS CONNECTOR Service if this JDS CONNECTOR User's right is provided for in mandatory legal provisions. The JDS CONNECTOR User may file a Complaint about the JDS CONNECTOR Service through the Mounting Partner in the form of email, telephone conversation or SMS. The Mounting Partner will then ensure processing of the Complaint by the Provider. The JDS CONNECTOR User will be informed about the outcome of their Complaint by email sent to the Email address. If the JDS CONNECTOR Service does not reach the agreed level of quality, the JDS CONNECTOR User-Consumer has the right to exercise rights from defective performance, provided that:
 - 6.5.1. JDS CONNECTOR User-Consumer must point out the defect of the JDS CONNECTOR Service without undue delay after the JDS CONNECTOR User-Consumer has had the opportunity to discover the defect, but not later than within six (6) months of JDS CONNECTOR Service Activation.
 - 6.5.2. JDS CONNECTOR USER-CONSUMER IS NOT ENTITLED TO EXERCISE THEIR RIGHT ARISING FROM DEFECTIVE PERFORMANCE IN PARTICULAR IN CASES WHERE: **(i)** THE DEFECT IS OBVIOUS AND EVIDENT ALREADY AT THE TIME OF ENTERING INTO THE CONTRACT OR OTHERWISE FOLLOWS FROM THE AGREED LEVEL OF QUALITY OF THE PROVIDED JDS CONNECTOR SERVICE; **(ii)** THE DEFECT IS CAUSED AS A RESULT OF CONDUCT OF THE JDS CONNECTOR USER OR PERSONS THE JDS CONNECTOR USER ALLOWED TO USE CLOUD JABLOTRON OR THE JDS CONNECTOR SERVICE CONTRARY TO THESE JDS CONNECTOR T&C THE TCU OR INFORMATION ABOUT THE USE OF CLOUD JABLOTRON OR THE JDS CONNECTOR SERVICE; **(iii)** THE

DEFECT IS CAUSED BY A TEMPORARY LIMITATION DUE TO ONGOING UPDATES OR MAINTENANCE OF CLOUD JABLOTRON AND THE JDS CONNECTOR SERVICE OR FORCE MAJEURE.

- 6.5.3. JDS CONNECTOR User-Consumer is to file their Complaint by sending an email to the Provider's email address: support@jablotron.cz.
- 6.5.4. The Provider will issue a written confirmation of any Complaint filed. If possible, the Provider will decide on a Complaint immediately, in complex cases within three (3) working days. The Provider will handle any Complaints without undue delay, but not later than within thirty (30) days of the date of filing the Complaint, unless agreed otherwise with the JDS CONNECTOR User-Consumer. The Provider will issue a confirmation of Complaint settlement for the JDS CONNECTOR User-Consumer.
- 6.5.5. Should any mandatory legal provision of the Applicable Regulations result in the Consumer's right to withdraw from the contract due to their Complaint, the withdrawal has only effect into the future and the Provider will pay the User in the position of Consumer back only the amount corresponding to the non-consumed part of the pre-paid Period.
- 6.6. NON-CONSUMER JDS CONNECTOR USERS EXPRESSLY WAIVE THEIR RIGHTS ARISING FROM ANY DEFECTS OF SERVICES BY ACCEPTING THESE JDS CONNECTOR T&C. However, if any right arising from defective performance would arise to the JDS CONNECTOR User based on mandatory statutory provisions, then the Provider and the JDS CONNECTOR User agree on an obligation of the JDS CONNECTOR User to exercise such a right without undue delay, but not later than within one (1) month from JDS CONNECTOR Service Activation.
- 6.7. Where the JDS CONNECTOR User becomes entitled for damages from the Provider in connection with Device Registration, Account Use, use of Cloud JABLOTRON or use of the JDS CONNECTOR Service, etc., the User shall have a claim for compensation of damages or a claim for liability for defects from the Provider; the procedure is stipulated in the TCU.
- 6.8. The Provider is not liable to the JDS CONNECTOR User for any harm caused to the JDS CONNECTOR User through any activity of the Mounting Partner in connection with the JDS CONNECTOR Service. The Provider is not liable for any harm caused to the JDS CONNECTOR User in connection with services provided by the Installation Partner.

7. TERM OF THE CONTRACTUAL RELATIONSHIP

- 7.1. The contractual relationship provided for by these JDS CONNECTOR T&C terminates no later than with the expiry of the Effective Period of the TCU.
- 7.2. The Contract is concluded in principle for a definite period, namely the period specified in the Order.
- 7.3. The Contract terminates:
 - 7.3.1. by expiration of the Period for which the Contract was concluded;
 - 7.3.2. by effect a new fee-based contract for the provision of the JDS CONNECTOR Service;
 - 7.3.3. by withdrawal from the Contract by the JDS CONNECTOR User-Consumer;
 - 7.3.4. due to a subsequent impossibility of performance by the Provider or as a result of an ongoing Force Majeure event; or

7.3.5. for other reasons under Applicable Regulations.

- 7.4. Settlement of rights and obligations. Should the JDS CONNECTOR Service cease to be provided before the Period prepaid by the User is over, the Provider will not pay the User back the payment for the non-consumed period. This, however, only applies if such obligation of the Provider does not arise from the mandatory Applicable Regulations or if the JDS CONNECTOR Services ceases to be provided due to reasons caused by the User exclusively or as a result of the User's breach of JDS CONNECTOR Terms and Conditions or of TCU.
- 7.5. The contract for the provision of the JDS CONNECTOR Service is terminated automatically when the Device in connection with the JDS CONNECTOR Service is used is removed from Cloud JABLOTRON.
- 7.6. Termination by the Provider. The Provider may terminate the Contract without a notice period for a breach of the JDS CONNECTOR T&C or the TCU by the JDS CONNECTOR User or for abuse of JDS CONNECTOR by the JDS CONNECTOR User for purposes other than those foreseen by the JDS CONNECTOR T&C, by sending a notice of termination to the Email address. The JDS CONNECTOR 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 JDS CONNECTOR User received the Provider's notice of termination.
- 7.7. Termination by the JDS CONNECTOR User. The JDS CONNECTOR User may terminate the Contract for a breach of the JDS CONNECTOR T&C or the TCU by the Provider, by sending a notice of termination from the JDS CONNECTOR User's Email address to the Provider's email address. The Provider is obliged to confirm, without delay, to the JDS CONNECTOR User the delivery of the termination notice by sending a notification to the JDS CONNECTOR User's Email address.
- 7.8. Withdrawal from the Contract by a JDS CONNECTOR User-Consumer. THE CONSUMER EXPLICITLY AGREES THAT JDS SERVICE IS IN ACCORDANCE WITH ART. 4 HEREOF ACTIVATED BEFORE THE LEGAL PERIOD FOR WITHDRAWAL FROM THE CONTRACT WITHOUT CAUSE LAPSES. THE PROVIDER EXPLICITLY ALERTS THE USER THAT THEY WILL NOT BE ABLE TO WITHDRAW FROM THE CONTRACT BEFORE THIS PERIOD LAPSES.

Notwithstanding the above, the JDS CONNECTOR User in the position of Consumer is entitled to withdraw from the contract in any other cases stipulated by the Applicable Regulations.

- 7.9. Withdrawal from the Contract by JDS Connector User not in the position of a Consumer. By accepting these JDS CONNECTOR T&C the non-Consumer JDS CONNECTOR Users expressly waive their right to withdraw from the Contract.
- 7.10. The contract will also terminate automatically when the JDS CONNECTOR User's access to Cloud JABLOTRON is cancelled or the JDS CONNECTOR User's Account is terminated for any of the reasons set out in the relevant provisions of these JDS CONNECTOR T&C or the TCU.
- 7.11. If access to Cloud JABLOTRON or the JDS CONNECTOR Service is terminated for any reason referred to in these JDS CONNECTOR T&C or Art. 9 of the TCU (Termination of access), the contractual relationship between the Parties regulated by these JDS CONNECTOR T&C also terminates.
- 7.12. Unless stipulated otherwise, provisions in Art. 9 of the TCU (Termination of access) will apply by analogy to termination of the mutual contractual relationship between the JDS CONNECTOR User and the Provider.
- 7.13. JDS CONNECTOR Blocking, JDS CONNECTOR Service Deactivation;

- 7.13.1. JDS CONNECTOR Blocking in the fee-based stage means the moment of termination of provision of the JDS CONNECTOR Service, which occurs within (twenty-four) 24 hours after the termination of the Contract. A period of ninety (90) days commences on the moment referred to in the previous sentence, i.e. after the end of the Period, during which the SIM card may be unblocked by entering into a Contract and making a payment under subpar. 4.2 and Art. 5 of these JDS CONNECTOR T&C. Making a payment under Art. 5 of these JDS CONNECTOR T&M will reactivate the SIM card within 24 hours from making the payment.
- 7.13.2. Unless a Contract is entered into and a payment made under subpar. 4.2 and Art. 5 of these JDS CONNECTOR T&C within a period of ninety (90) days, the SIM card will be deactivated and can no longer be used. From the moment of JDS CONNECTOR Service Deactivation, the SIM card in the Device must be replaced; for the avoidance of any doubt the Parties stipulate that the costs of replacement are to be borne by the JDS CONNECTOR User; an JDS CONNECTOR User-Consumer will be requested to provide their express consent with the JDS CONNECTOR Service Activation as a fee-based Service.

8. EFFECTIVE PERIOD OF THE JDS CONNECTOR T&C AND SUCCESSOR JDS CONNECTOR T&C

- 8.1. Force and effect. With the exception of provisions in par. 8.2 and 8.5 of the JDS CONNECTOR T&C (the force and effect of which are not limited in time), these JDS CONNECTOR T&C are effective for the Effective Period of the JDS CONNECTOR T&C.
- 8.2. If the Successor JDS CONNECTOR T&C take effect, the Effective Period of the JDS CONNECTOR T&C terminates at the beginning of the effectiveness of the Successor JDS CONNECTOR T&C.
- 8.3. The Effective Period of the Successor JDS CONNECTOR T&C becomes the Effective Period of the JDS CONNECTOR T&C upon the end of the Effective Period of the JDS CONNECTOR T&C.
- 8.4. If the Provider publishes a notice in the Account stating the date on which the effect of the JDS CONNECTOR T&C terminates, the effect of the JDS CONNECTOR T&C will terminate on that date. Such notice will be published in the Account at least 2 (two) months before the termination date of the JDS CONNECTOR T&C.
- 8.5. JDS CONNECTOR Successor T&C.
- 8.5.1. The Provider continuously develops, improves or extends the functional and user capabilities of the JDS CONNECTOR Service, optimizes its provision including adaptation to changes in the market, changes in prices or conditions of performance and supply of third parties, proceeds to various changes in the technologies used to or in the provision of the JDS CONNECTOR Service, etc. At the same time, there are continuous changes in the legislation relating to the provision of the JDS CONNECTOR 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 JDS CONNECTOR T&C FROM TIME TO TIME WITH SUCCESSOR JDS CONNECTOR T&C.
- 8.5.2. Users are notified of any changes to the JDS CONNECTOR T&C through Provider's notifications published in the User's Account and at the same time through notifications sent to Users' Email addresses.

- 8.5.3. CHANGES WILL BE ANNOUNCED IN ADVANCE AND THEY COME INTO EFFECT:
- a) USUALLY NO EARLIER THAN TWO (2) MONTHS OF NOTIFICATION UNDER SUBPAR. 8.5.2 OF THE JDS CONNECTOR T&C,
 - b) IN THE EVENT OF REGULATORY CHANGES OR CHANGES RELATED TO THE DEVELOPMENT, IMPROVEMENT OR EXTENSION OF THE FUNCTIONAL OR USER CAPABILITIES OF THE SMS NOTIFICATION SERVICE, THIS MAY OCCUR BEFORE THE CASES REFERRED TO IN A) OF THIS SUBPARAGRAPH; HOWEVER, NO EARLIER THAN ON THE DATE FOLLOWING THE PUBLICATION OF THE SUCCESSOR JDS CONNECTOR T&C IN THE USER'S ACCOUNT.
- 8.5.4. IF THE USER DOES NOT AGREE WITH THE SUCCESSOR JDS CONNECTOR T&C, THE USER IS OBLIGED TO STOP USING THE SMS NOTIFICATION SERVICE USED BY THE USER, REJECT THE CHANGES AND TERMINATE THE CONTRACTUAL RELATIONSHIP WITH THE PROVIDER FOR THIS REASON. THE PERIOD OF NOTICE COMMENCES ON THE DATE OF DELIVERY OF THE NOTICE OF TERMINATION TO THE PROVIDER AND LASTS:
- a) in the event of changes pursuant to subpar. 8.5.3(a) of the JDS CONNECTOR T&C ONE (1) MONTH BUT TERMINATES NO LATER THAN ON THE DAY PRECEDING THE DATE OF ENTRY INTO EFFECT OF THE SUCCESSOR JDS CONNECTOR T&C;
 - b) in the event of changes pursuant to subpar. 8.5.3(b) of the JDS CONNECTOR T&C TWO (2) MONTHS.
- 8.6. The JDS CONNECTOR Service may only be used under the conditions specified in the effective JDS CONNECTOR T&C. THEREFORE, WHERE THE USER USES THE JDS CONNECTOR 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 JDS CONNECTOR T&C THE USER'S WILL TO BE BOUND BY THEM.

9. FINAL PROVISIONS

- 9.1. Unless stipulated otherwise in these JDS CONNECTOR T&C, rights and obligations of the JDS CONNECTOR User and the Provider are governed by these JDS CONNECTOR T&C and the TCU then in effect.
- 9.2. In the event of any discrepancy between the JDS CONNECTOR T&C and the TCU, the JDS CONNECTOR T&C take precedence over the TCU.
- 9.3. Having regard to the fact that the JDS CONNECTOR Service mediates communication between the Device and Cloud JABLOTRON, the JDS CONNECTOR User bears all costs associated with communication between the JDS CONNECTOR User's end device (i.e. mobile phone, computer, tablet, etc.) and Cloud JABLOTRON itself.
- 9.4. Severability. Should any provision in the JDS CONNECTOR T&C become invalid or unenforceable or should it be found as such by a competent court or another authority with powers to issue binding decisions or rulings, this fact does not affect the validity or enforceability of other provisions in the JDS CONNECTOR T&C; however, in that case, the JDS CONNECTOR User agrees to make new agreement with the Provider without undue delay (not later than within five (5) days from being invited by the Provider), a valid and enforceable one, which will, if possible, correspond to the original

arrangement in terms of the purpose or which will at least have a purpose which is the nearest to the original provision.

- 9.5. 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 JDS CONNECTOR T&C are governed and are to be interpreted in accordance with the Governing Law. In the event of a trial with the Provider, the Parties agree on local jurisdiction of the court in the district of which the Provider has its registered office. These JDS CONNECTOR T&C are translated into several versions; in the case of any discrepancy between the various language versions, the Czech version prevails.
- 9.6. Failure to exercise a right. Any failure of the Provider to exercise or enforce or does not insist on any of its rights or remedies to protect rights the Provider is entitled to under the JDS CONNECTOR T&C or under the Applicable Regulations, the JDS CONNECTOR User agrees that such conduct of the Provider will not be considered a waiver such a right by the Provider.

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