I. Subject of the General Terms and Conditions

1. These terms are issued by JABLOTRON SECURITY a.s., Reg. No.: 285 01 861, registered office K dubu 2328/2a, Chodov, Prague 4, 149 00 File No. in the Commercial Register: B 14899 kept at the Municipal Court in Prague, and they specify the rights and obligations of the Parties in the provision and utilization of the Services.

2. The expressions used in the Terms and Conditions with a capital letter have, for the purposes of the Contract and the provision of the Services, the meaning referred to in Article II of the Terms and Conditions.

3. **CERTAIN PROVISIONS IN THE TERMS AND CONDITONS THAT COULD RAISE DOUBTS AS TO WHETHER THEY CAN BE REASONABLY EXPECTED BY THE CUSTOMER ARE WRITTEN IN BIG BOLD LETTERS. THE CUSTOMER ACCEPTS THIS CONTRACT EXPRESSLY BY CONCLUDING THE CONTRACT.**

4. The Terms and Conditions define, together with the Contract, the Certificate, the Price List and the supplementary price list, and the contractual terms and conditions under which the Services are provided. In the event of a conflict between the wording of the individual documents, the text of the Contract, then the Certificate and then the Terms and Conditions, the Price List and the supplementary price list shall take precedence.

II. Definition of terms

1. **"Alarm"** – Provider-assisted alarm equipment comprising a control panel and one or more detectors or other peripherals installed in the Premises or their immediate vicinity, transmitting signals to the JEL.

2. **"Certificate"** – a confirmation for the Customer, showing the content of the concluded Contract. The Certificate includes, among other things, the Premises' specifications and the agreed Services including the agreed response to the Signal, the date of Service Activation and the Service price.

3. **"Civil Code"** – Act No. 89/2012 Coll., the Civil Code, as amended.

4. **"Contact Person"** – a person authorized by the Customer to communicate with the Provider about the provision of the Service in matters specified in the Terms and Conditions or the Contract; two levels of Contact Person authorization, designated as "Administrator" and "User", are distinguished.
   The Contact Person is appointed by the Customer prior to Service Activation or at any time later during the Contract's effectiveness.
   The Customer must always designate at least one Contact Person with the "Administrator" level and one or more with the "User" level of authorization. The Customer may also designate only one Contact Person, who has both the "Administrator" and "User" authorizations.
   A person with "Administrator" authorization is entitled to act in all matters relating to the Service's settings, including notification of changes in Contact Persons or their contact details. In addition, s/he also has the same entitlements that result from the "User" level of authorization according to the Terms and Conditions (that is, s/he is entitled to do any acts towards the Provider to which a person with the "User" level is entitled under the Terms and Conditions, but this does not automatically imply an obligation of the Provider to act towards a person with the "Administrator" level on a duplicate basis in matters falling within the scope of a person with the "User" level, unless otherwise specified by the Terms and Conditions).
   The Customer is obliged to provide the Provider up-to-date contact details of the Contact Persons, and update them whenever they change.
   The Customer may, at any time, change the Contact Persons or Telephone Contact of the Premises, but is obliged to demonstrably and timely inform the Provider of such change.
   The Customer is liable for any abuse of its contact information by a third party. As a preventative measure, the Customer is to take all necessary measures to avoid its abuse.

5. **"Contact Telephone Number" –** the Customer's telephone number stated in the Contract or in the Certificate, specified by the Customer when setting up the Service, or during the provision of the Service, as the telephone contact to use for communication purposes related to the provision of the Service.

6. **"Contract"** – a contract concluded between the Provider and the Customer under which the Provider undertakes to provide the Customer with a Service or Services, and the Customer undertakes to pay the agreed price for the provision of the Service to the Provider. All annexes are an integral part of the Contract.

7. **"Customer"** a person who has concluded a Contract with the Provider and who is authorized to use the Premises. For the purposes of the Terms and Conditions, a Customer is understood to be either a consumer or a business person.
   A consumer is any person who beyond their business activities or beyond their autonomous exercise of their profession concludes the Contract or otherwise deals with the Provider; where the Terms and Conditions refer to consumers, the relevant provisions apply only to consumers.

   A business person is anyone who is not a consumer for the purposes of the Terms and Conditions. Where the business person is a person obliged to publish the Contract through a register of contracts within the meaning of Act No. 340/2015 Coll., on the Register of Contracts, as amended, and the Contract itself is subject to such registration, the Customer

undertakes to make its registration without undue delay after the conclusion of the Contract and at the same time inform the Provider about the registration. The customer's spouse is not a Customer.

8. **"Extraordinary Event"** an attack on the Premises or persons or things contained therein, with characteristics of an offense against life and health, liberty or property, in particular, robbery, vandalism (damage to property), illegal intrusion into the premises (wrongful entry into the dwelling or violation of the right to the Premises) and a violent attack on a person in the Premises, or a situation, when there is a risk of actual bodily harm of the person in the Premises (e.g., health problems) or property damage (e.g., a fire of the Premises).

9. "**Force Majeure**" – an obstacle that has occurred independently of the Provider's will, has prevented them from fulfilling their obligations, and the Provider could not overcome it or could only by using excessive effort or costs, such as natural disaster, sabotage, strike, war, rebellion or other massive violent unrest, crisis, demonstration, aggravated traffic situation, adverse weather conditions, as well as any act, event or condition that is outside the sphere of influence of the provider (e.g. hacker's attack, computer virus spread) and that does not allow or impedes the proper provision of the Service or the fulfilment of any other obligation, including outage of third party support services related to the provision of the Service (e.g. GSM/GPRS and similar networks and telecommunication routes, long-term power outage).

10. **"Informing the Customer"** – provision of information to at least one Customer Contact Person or the Customer themselves by telephone, by sending an email or SMS or a message using an instant messaging application.

11. **"Intervention Unit" or "IU"** – a person performing physical inspection of the Premises or any other agreed activity as part of provision of the Service for the Provider.

12. **"Jablotron Emergency Line" or "JEL"** – control office of the supervisory and alarm receiving centre of the Provider with continuous operation, which, in particular, monitors and evaluates Signals coming from the Alarm through the monitoring system, coordinates the activities of Intervention Units and communicates with the Customer regarding the provision of the Service.

13. **"Jablotron Security Centre"** is a service centre that provides services to the Provider's Customers.

14. **"Manufacturer"** – JABLOTRON ALARMS a.s., Pod Skalkou 4567/33, 466 01 Jablonec nad Nisou, Reg. No.: 286 68 715, File No. in the Commercial Register: B1957 kept at the Regional Court in Ústí nad Labem.

15. **"Installation Partner" –** an entity that provides, as a Customer's contractor, installation and servicing activities related to the Customer's Alarm.

16. **"MyJABLOTRON Service"** – a service for Customers using a Jablotron device consisting of providing the ability to retrieve information about the status of a registered device such as the Alarm and use other features associated with device operation after entering the login information through the Jablotron cloud User Interface (Account) set up and available to Customers from the MyJABLOTRON web or mobile application.
    The Customer obtains login credentials to the MyJABLOTRON Service on request by email from the Provider.
    Rights and obligations relating to the provision of the MyJABLOTRON Service are summarized in the General Terms and Conditions of the Jablotron cloud, with which the Customer is obliged to acquaint themselves and agree before using the MyJABLOTRON Service.

17. **"Party"** – any of the contracting parties to the Contract.

18. **"Personal Data Protection Act" –** Act No. 101/2000 Coll., on Personal Data Protection, as amended.

19. **"Premises"** – the guarded Premises to which the Service is provided.

20. **"Provider"** JABLOTRON SECURITY a.s., K dubu 2328/2a, Chodov, Prague 4, 149 00, Reg. No.: 285 01 861, File No. in the Commercial Register: B 14899 B 14899 kept at the Municipal Court in Prague, customer support: + 420 800 800 522, email:zakaznicka.linka@jablotron.cz.

21. **"Security SIM card"** – a SIM card supplied by the Provider, intended solely for use in the Customer's Alarm. In the case of Alarms, Jablotron provides registration of the Customer's Alarm in the Jablotron cloud and, where applicable, data communication of the Alarm with the MyJABLOTRON Service. In other cases, it provides data communications.
    The provider of telecommunication services according to the Electronic Communications Regulations is the respective operator to whose network the Security SIM Card is registered and with which the Provider has agreed on the provision of publicly available electronic communications services and is thus an authorized user of the Security SIM Card.

22. **"Service"** – any of the services subject to the Terms and Conditions, provided to the Customer under the Contract by the Provider.

    The Customer acknowledges that the provision of Services related to the transmission of Signals from the Alarm depends primarily on the proper transmission of such Signals, which, however, consists of the co-interaction of several independent processes, services and devices that are not always controlled by the Provider.

With regard to this character of Services, all commitments, representations and affirmations of the Provider are to be interpreted and applied solely to those processes, services and devices controlled by the Provider, but not in relation to processes, services and devices not controlled by the Provider, in particular:

- processes and services accompanying or allowing transmission of Signal from the Alarm;
- GSM/GPRS networks, the Internet, and services similar to them, their quality and functionality,
- components in LANs, their quality and functionality; and
- hardware and software equipment outside the sphere of control of the Provider.

23. **"Service Activation"** – the moment from which the Provider is obliged under the Contract to provide the Service to the Customer and the Customer is entitled to utilize it. The Customer is Informed of Service Activation usually by an activation call.

24. **"Signal"** means a signal or a message sent from the Alarm and received on the JEL which transmits information, in particular, about raised alarms in the Premises, the technical status of the Alarm or its part or malfunction.
The Signal is, in particular, an alarm Signal (a message received on the JEL that is sent by activating an Alarm detector, e.g. a flood detector, an opening detector, a motion detector, etc.), a sabotage alarm Signal (an alarm raised by detection of an intentional interference or unauthorized tampering with the Alarm or its parts), a panic Signal (a message received on the JEL that is sent from Alarm most commonly by activating the emergency button) or a fire Signal (a message received on the JEL that is sent by activating a fire detector of the Alarm).

25. **"Terms and Conditions"** – these general terms and conditions. The Terms and Conditions are available in printed form in the registered office of the Provider and in an electronic form on the Website, which allows for archiving, printing or other forms of their reproduction.

26. **"Unsuccessful Communication"** – a case when the JEL fails to call any of the Contact Persons.

27. **"Website"** the Provider's website accessible at www.bezpecnostnicentrum.cz.

III. Services Provided

1. The Terms and Conditions are applicable to the following services:
   a. Protection services: (i) Overall Protection, (ii) Regular Protection, (iii) Basic Protection.
   b. Protection services to a Customer's order: (i) Patrolling, (ii) Premises Security Check, (iii) Entry Control.
   c. Accompanying services: (i) Operational Supervision.

2. The provision of the Service as such cannot prevent a third party from committing a criminal offense or similar conduct and, as a result, any harm to the Customer. The Provider is not liable for the fact that a criminal offense or similar conduct is committed or any damage occurs as a result of them.

IV. Specification of Protection Services

1. The protection services consist of the agreed procedure and, where applicable, the JEL's response to the Signal received from the Customer's Premises. The agreed procedure for responding to each received Signal is listed for the Customer in the Certificate or its appendix. The customer is entitled to change the required manner of the JEL's response to Signals during the term of the Contract using the procedure specified in the Terms and Conditions.

2. The Customer is Informed through Contact Persons in an order the Customer may arrange with the Provider.

3. The agreed procedure of the JEL in the event of Unsuccessful Communication is specified in the Certificate or in the Contract.

4. IU intervention.
   a. The Provider undertakes to have at least one IU with a location with the guaranteed arrival time ("Assigned IU") for the control of the Premises. **UNLESS STATED IN THE CERTIFICATE OR CONTRACT OTHERWISE, THE PROVIDER GUARANTEES ARRIVAL OF THE ASSIGNED IU AT THE PREMISES UNDER STANDARD TRAFFIC CONDITIONS WITHIN TWENTY (20) MINUTES FROM THE CONFIRMATION OF THE REQUEST FOR IU INTERVENTION**, unless the guaranteed time of arrival could not be met for reasons of Force Majeure.
   b. If there is no Assigned IU available to confirm the intervention request due to dealing with earlier requests, these following requests will be solved in the order the IU received them from the JEL ("intervention in order"), or the Provider can, at its discretion and if possible, request intervention from another IU, but in this case the provisions on the guaranteed arrival time are not applicable.
   c. Where it is not possible to send an IU to check the Premises or where the IU is unable to reach the Premises, the Provider will Inform the Customer.

5. Checking the Premises takes place from places securely and legally available to the Intervention Unit. The Provider notifies the Customer that during the inspection of the Premises IU employees are not allowed to overcome any obstacles (such as fences, gates, etc.) without appropriate means of access (e.g. keys, cards, drivers, chips, codes for unlocking and decoding), and they also do not enter areas with any freely moving animal. The Customer undertakes to compensate any damage that may be caused to an IU employee during the Premises inspection by a freely moving animal.

6. Where the IU detects an Extraordinary Event while inspecting the Premises, the Provider Informs the Customer. If required by the situation in the Premises, the Provider will contact the appropriate service of the Integrated Rescue System. In the event of Unsuccessful Communication or where it can reasonably be assumed that the intruder is still in the Premises, the Provider first contacts the Police of the Czech Republic. IU intervention in the case of an Extraordinary Event will not be charged to the Customer.

7. **ADDITIONAL GUARDING OF THE PREMISES**. Unless the Provider agrees otherwise with the Customer, in the case of an Extraordinary Event in the Premises, the Provider shall provide additional guarding of the Premises automatically for 2 (two) hours after its detection. The service consists of a temporary presence of the IU in the Premises in order to protect them from the intrusion of third parties. This service is already included in the price of the Protection Service used by the Customer to the extent referred to above. Where it is not possible to hand over the Premises to the Customer before the expiration of the above extent of the automatic provision of the Service, the Service shall be performed until the Premises are secured against the entry of the unauthorized persons, or until the physical handover of the Premises to the Customer. **THE CUSTOMER UNDERTAKES TO PAY THE PRICE FOR THE ADDITIONAL GUARDING OF THE PREMISES BEYOND THE EXTENT REFERRED TO ABOVE ACCORDING AT THE HOURLY RATE PRESENT IN THE SUPPLEMENTARY PRICE LIST FOR ADDITIONAL GUARDING APPLICABLE AT THE TIME OF THE SERVICE PROVISION, AND REASONABLY INCURRED COSTS OF MEASURES AGAINST THE ENTRY OF UNAUTHORIZED PERSONS. THE UP-TO-DATE PRICE LIST IS ALWAYS AVAILABLE ON THE WEBSITE.**

8. **IN THE CASE OF TECHNOLOGICAL SHUTDOWNS OR FAILURES THAT ARE OUTSIDE OF THE PROVIDER'S SPHERE OF INFLUENCE (E.G. AS A RESULT OF STORM, POWER FAILURE, MALFUNCTION OF TRANSMITTERS, NON-PERFORMANCE OF THIRD PARTIES ETC.) AND THE SUBSEQUENT BATCH DELIVERY OF MESSAGES FROM THE ALARMS AFTER THE REMOVAL OF THE CAUSE OF THE SHUTDOWN OR FAILURE, OR IN THE CASE OF OTHER SPECIFIC SITUATIONS, WHEN ALARMS GENERATE A SIGNIFICANT NUMBER OF SIGNALS IN A VERY SHORT TIME (E.G. AS A RESULT OF WIDELY HELD CELEBRATIONS AND FESTIVITIES WITH FIREWORKS), THE JEL IS TO DEAL WITH THE SIGNALS, AS A RULE, BASED ON THE PRINCIPLE OF IMPORTANCE. DESPITE ALL PROVIDER'S EFFORTS IN THESE SITUATIONS, DEALING WITH ALARM SIGNALS AND CONSEQUENT INTERVENTIONS OF IU, WHICH ARE ACCEPTED "IN ORDER", MAY BE DELAYED.**

9. Where the JEL receives more than five (5) Signal alerts from the Premises within thirty (30) days without the cause being identified by inspection of the Premises (false alarm) or where there are at least 2 (two) interventions within twenty-four (24) hours due to a false alarm, the Customer is obliged to take immediate corrective measures. Should there be no remedy within fourteen (14) days from the delivery of the Provider's request to the Customer, the Provider is entitled to withdraw from the Contract.

10. Where at least two (2) IU interventions are made to the Premises within twenty-four (24) hours due to an alarm from the same detector (zone) of the Premises for which the cause has not been identified, the Provider is entitled to put the detector (zone) off guard mode. If the Customer informs the Provider about implementation of a remedy by an installation partner, the detector (zone) concerned will be put back into guard mode.

11. With the consent of the Customer, the Provider can install, free of charge, chips for the control of IU intervention on the Premises. Upon installation, the chips become the Customer's property. The Customer is obliged to inform the Provider of any discovered damage or losses of the chip. After the termination of the Contract, the Provider does not perform removal of the chips.

12. Within the Service of Overall or Regular Protection, the Provider may, in the case of Customer's interest and if the Customer provides the UI with appropriate means of access to the Premises, perform:
    a. Inspection of the Premises interior.
        i. If it is technically possible, the Customer is obliged to provide the IU with appropriate means of access to the Premises, which will be used exclusively by the IU (such as a unique code for decoding).
        ii. The Provider is obliged to draw up a report with the Customer about the handover of the means of access.
        iii. The means of access for entrance are anonymously stored in security containers, and the keys to the interior of the Premises are also stored in sealed security envelopes.
    b. Assistance intervention (bringing entrusted means of access for entry).
        i. The Customer may (through its Contact Person) request an IU intervention in the case the Customer needs to make the Premises available using entrusted means of access for entry. The IU intervention is charged according to the type of service.
        ii. The Customer is obliged to ensure that a person is present in the Premises who will be able to demonstrate their identity and authorization for entry to the Premises.
        iii. After verification of authorization for entry, the IU will make the Premises accessible using the entrusted means of access. In case of doubt, the IU may deny access to the Premises.

13. Customers who utilize some of the Protection Services may also utilize the following services as per order:
    a. Patrolling.
        i. The Customer may agree with the Provider on Inspections of the Premises by an Intervention Unit independently of Signals received from Alarm JEL in required time periods (patrols) without the IU entering the Premises.

ii. Where the IU identifies an Extraordinary Event in the Premises, the Customer is Informed in an agreed manner.

b. Premises Security Check.
   i. The Customer may define times when the Alarm or part of it must be turned on. If the Alarm or part of it is not turned on at the defined time, the Provider Informs the Customer of such a fact.

c. Entry Control.
   i. The Customer may define time periods when the Provider should Inform the Customer, in an agreed manner, of any deactivation of the Alarm or part of it.

These Services may be agreed with the Provider by telephone, for example on the Provider's customer line referred to in Art. II of the Terms and Conditions. The prices of the Services are subject to the current supplementary price list of the Provider available on the Website.

V. Specification of Accompanying Services

1. Operational Supervision Service: this is a Service related to Jablotron alarms, which allows the Customer to determine, in its Account in the MyJABLOTRON Service, the state of the Alarm as well as to use other functionalities associated with the Account; it also allows, through a Security SIM Card, communication of the Customer's Alarm with the Jablotron cloud, provides the Customer with administration of the Security SIM Card and supervision of its operability, provides the Customer with information services about news and changes in the area of security technology and commercial security services, and facilitates the transition to the utilization of Protection Services. A necessary precondition for commencement of provision of this Service is the use of a Security SIM Card in the Alarm.

VI. Contract Conclusion

1. The Contract is concluded when the Customer accepts an offer for its conclusion. Acceptance of the offer with an addition, reservation or another change is not acceptance of the offer. In selecting a Service, the Customer is bound by the Provider's offer and may not deviate from it.

2. By concluding the Contract, the Customer confirms they have been acquainted with the Terms and Conditions, agrees with their contents, and accepts them.

3. The Contract may be concluded in writing or using means of distance communication (e.g. by telephone or email). For some Services, the Provider may require conclusion of the Contract exclusively in paper form.

4. The Provider is to provide the Customer, without delay after Contract conclusion, with at least one copy of the Contract, except cases when provision of a (one-off) Service is agreed in an urgent situation (e.g. order for patrolling via the JEL). In the event of a conclusion of the Contract in other than paper form, the Provider is to issue a Certificate for the Customer and send it to the Customer to the email or postal address provided by the Customer, together with the Terms and Conditions.

5. The Provider is also obliged to send the Certificate and the Terms and Conditions by email at any time thereafter upon request.

6. The Contract is concluded in Czech. In the case of a translation of the Contract into another language, the Czech version will prevail.

7. **BY PAYING THE PROVIDER'S INVOICE WITH THE BILLING OF SERVICE PROVISION, THE CUSTOMER CONFIRMS THAT THE CONTRACT HAS BEEN CONCLUDED AND THAT THE CUSTOMER HAS BEEN ACQUAINTED WITH THE CONTENTS OF THE SERVICE AND THE CONDITIONS OF ITS PROVISION.**

8. Conclusion of the Contract using means of distance communication.
   a. The Customer may conclude the Contract by pronouncing their consent to the offer of performance (of Services) during an activation telephone interview. During this interview, all the necessary information about the Premises, the Customer and the Service selected by the Customer is obtained and recorded in the Provider's monitoring system.
   b. The Customer is obliged to provide truthfully all the information necessary for the conclusion of the Contract in the activation interview.
   c. Where the Contract is concluded with a Customer-consumer using means of distance communication, the Customer may withdraw from such a Contract as stipulated in Art. VII paragraph 4 of the Terms and Conditions.
   d. Before the end of the activation interview, the Customer has the right to check, correct or, where applicable, completely delete, and thus not conclude the Contract, all the information provided to the Provider. The Contract is concluded upon approval at the end of the activation interview.
   e. Information about each technical step leading to conclusion of the Contract follows from the process of Contract conclusion described in this paragraph 8 of the Terms and Conditions.

9. Service change.
   a. The Customer is entitled, any time after three (3) months of utilization of any Protection Service, to request replacement of the Service utilized by the Customer by another Protection Service.

b. A Service change may be negotiated always only from the first day of the month following notice to the Provider of such a request for change, however, provided that the Customer informs the Provider of its request for change no later than three (3) working days before the end of the calendar month; otherwise, a change is possible only from the first day of the second month following notice to the Provider of such a request for change.

VII. Term of the Contract

1. The Contract is concluded for an indefinite period of time unless agreed otherwise by the Parties.

2. The Contract, including one concluded for a definite period of time, may be terminated by either Party, even without cause.
   a. The notice period is one (1) month and commences on the first day of the month following the delivery of notice to the other Party.
   b. The Customer is entitled to terminate the Contract also using the respective Provider's form, sent by the Provider to the Customer upon request. The Customer is to send a scanned copy of a form filled-out and signed, by the Customer or their authorized representative, to the Provider to the email address referred to in Art. II of the Terms and Conditions.

3. The Parties are entitled to withdraw from the Contract for reasons referred to in the law, in the Contract or in the Terms and Conditions.

4. A Customer-consumer is entitled to withdraw from a Contract concluded using means of distance communication or a Contract concluded off-premises without stating a reason within fourteen (14) days, with the following applying to the withdrawal:
   a. The time limit commences on the day of Contract conclusion.
   b. The Customer is to inform the Provider of the Customer's exercising of the right to withdraw from the Contract by sending notice; the Customer may use a model withdrawal form available on the Website for download ("Downloads" section); however, the Customer is not obliged to use that form.
   c. To comply with the time limit for withdrawal from the Contract, the Customer is to send notice before the end of the time limit.
   d. Where the Customer withdraws from the Contract, the Provider is to return to the Customer, without undue delay, however, no later than within fourteen (14) days from withdrawal, all payments received from the Customer. The Provider is to return the payments in the same manner as used by the Customer to make their payments, unless agreed otherwise with the Customer. In any case, the Customer shall not incur any other costs.
   e. Where the Customer has requested that provision of the Services commence during the period for withdrawal from the Contract, the Customer is to pay the Provider a proportion of the agreed price for the Services provided until the moment of withdrawal from the Contract.

5. The Provider is entitled to withdraw from the contract in the event of:
   a. commencement of insolvency proceedings with the Customer, at any time after commencement including the period after declaration of bankruptcy liquidation of the Customer's assets;
   b. Customer's being in default with any monetary obligation under the Terms and Conditions or the Contract for more than thirty (30) days;
   c. sudden inability to provide an IU intervention to inspect the Premises in accordance with the Terms and Conditions;
   d. repeated inability to successfully contact the Customer, who also fails to respond to a request by the Provider to contact the Provider;
   e. for other reasons stipulated in the law, in the Contract or in the Terms and Conditions.

6. Where the Customer has prepaid the Service price before withdrawing from the Contract, the Provider is to refund the amount of money in a proportional amount corresponding to non-utilized Services without undue delay after withdrawal from the Contract.

7. Withdrawal is effective upon delivery of written notice to the other Party, and unless provided by the law otherwise, it only has effect for the future.

VIII. Provider's rights and obligations

1. The Provider is to monitor, process and, for a minimum of three (3) months, archive communication received from the Alarm.

2. The Provider is to monitor, in accordance with the applicable technical standards and, where appropriate, with the degree of security agreed with the Customer, the functionality of communication between the JEL and the Alarm, and to Inform the Customer in the case of determining the loss of JEL connection.

3. To carry out its obligations under the Contract, provide a Service as well as to attest the contents of a negotiated Service or an order of the Customer, or to improve the quality of Services provided, the Provider monitors (records) all communication with the Customer or Contact Persons. Records of such communication will be stored exclusively for the time strictly necessary to secure the purpose of the recording, but no longer than for a period of three (3) years from Contract termination. They will be destroyed after that time.

IX. Customer's rights and obligations

1. By concluding the Contract, the Customer assures the Provider that the Customer is entitled to use the Premises and that the Customer does not negotiate the Service to support or protect conduct inconsistent with generally applicable legal regulation or a right of a third party to the Premises, and that the Service will not be used as such. Where the Customer's representation contained in this paragraph turns out to be false and where there is a claim of a third party from the Provider due to infringement, restriction or other obstruction of execution of its right to the Premises as a result of Service provision, the Customer undertakes to provide the Provider with all the assistance in defence against such a claim. However, where the defence against the claim raised is unsuccessful, the Customer undertakes to fully compensate the Provider, i.e. to reimburse the Provider for all damage, harm, incurred expenses, fees or any other costs, without undue delay after being requested to do so by the Provider.

2. By concluding the Contract, the Customer requests, within the meaning of the respective provisions in the Civil Code, commencement of provision of the Service according to the possibilities of the Provider without undue delay after conclusion of the Contract (that is, in the case of a Customer-consumer, already in the time limit for withdrawal from the Contract concluded remotely or off-premises).

3. The Customer is responsible for proper acquaintance of Contact Persons with the Terms and Conditions before commencement of provision of the Service, or as soon as practicable.

4. The Customer may specify a password consisting of any alphanumeric characters for telephone communication with the JEL. In this case, Contact Persons are obliged to identify themselves with the password when communicating with the JEL, otherwise they will not be provided with information. Where the Customer does not choose a password, Contact Persons are to communicate with the JEL using the Contact Telephone Number, otherwise they will be denied provision of information.

5. The Customer undertakes to:
    a. well in advance, and if this is not possible, then without undue delay, inform the Provider of any changes in the information given to the Provider in connection with Activation or Service provision, in particular information that is essential for an IU for identification of the Premises (visual changes in the Premises, a change in the Premises' identifier in the case of Services that include guarding the Premises, etc.) or for inspection of the Premises (lock replacement, freely moving animal, etc.) or for communication with the Customer (e.g. Contact Telephone Numbers or Contact Persons);
    b. promptly notify the Provider of destruction or damage to the System;
    c. ensure their availability or availability of their Contact Persons by phone, otherwise they bear the risk of costs associated with any necessary measures taken by the Provider for the purpose of guarding the Premises.

6. The Customer is to inform the JEL by telephone of commencement and termination of service work on the Alarm.
    a. The Customer may authorize an Installation Partner who carries out Alarm servicing to inform the JEL of commencement and termination of service work on the Alarm on behalf of the Customer; such authorization is stated in the Contract or the Certificate.
    b. **DURING THE REPORTED SERVICE WORK, THE PROVIDER DOES NOT RESPOND TO ANY INCOMING SIGNALS FROM THE PREMISES, REGARDLESS OF WHETHER THE ALARM HAS BEEN SWITCHED TO SERVICE MODE OR NOT.**

7. **THE JEL ALSO CONSIDERS RECEIPT OF A SIGNAL OF COMMENCEMENT OF THE ALARM SERVICE MODE AS COMMENCEMENT OF SERVICE WORK.**
    a. **THE PROVIDER DOES NOT INFORM THE CUSTOMER IN ANY WAY ABOUT RECEIPT OF A SIGNAL OF COMMENCEMENT OF THE ALARM SERVICE MODE.**
    b. **WHERE THE JEL RECEIVES A SIGNAL OF TERMINATION OF THE ALARM SERVICE MODE WITHOUT THE CUSTOMER PREVIOUSLY INFORMING THE JEL ABOUT COMMENCEMENT AND TERMINATION OF SERVICE WORK ON THE ALARM, THE PROVIDER WILL NOT RESPOND TO ANY INCOMING SIGNALS FROM THE PREMISES FOR A FURTHER FIVE (5) MINUTES.**

8. The Customer is aware that regular annual checks by an Installation Partner are necessary for reliable functioning of the Alarm. The Customer undertakes to maintain, at their own expense and responsibility, the Alarm in a functional and operational state, in particular, to carry out prescribed or recommended checks and tests to that end.

9. Information about the extended guarantee of a Jablotron Alarm: The Manufacturer undertakes to repair a faulty Alarm free of charge in its service centre for seven (7) years from its first installation. Conditions under which the extended guarantee is provided are stored in the Customer Account available from the MyJABLOTRON web application.

10. Information about the Manufacturer's insurance of liability for damage in case of malfunction or failure of the Jablotron Alarm: The Provider has insured its liability for damage caused by theft of items from the Premises or destruction of items in the Premises guarded by the Alarm in the case of Alarm malfunction or Alarm failure. Insurance conditions are stored in the Customer Account available from the MyJABLOTRON web application.

X. Prices and payment terms

1. The price for a Service provided to the Customer is listed in the Contract or the Certificate. Prices of some services not provided on a regular basis are listed in a supplementary price list, whose current version is available to the Customer on the Website. The Provider may amend the supplementary price list at any time and publish the respective changes on the Website no less than one (1) month prior to their coming into effect.

2. The Customer is to pay the price for the Services provided in advance for the respective calendar quarter, unless agreed otherwise by the Parties.

3. The basis for payment of the Service price for the Customer is the Provider's invoice sent according to agreement of the Parties in electronic form to the Customer's email address.

4. The Service price does not include IU interventions (except the Overall Protection Service).

5. The Customer is obliged to pay the invoice amount by wire transfer to the Provider's account, without delay after receiving the invoice, unless a longer maturity is listed on the invoice.

XI. Protection of personal data

1. The Customer acknowledges that:
    a. The Provider is entitled to process the Customer's personal data for the purpose of performance of the Contract as well as for the necessary protection of its rights and legally protected interests;
    b. The Provider is also entitled to use, to the statutory extent, the Customer's personal data for the purpose of offering business or services;
    c. The Provider is entitled to use electronic contact details for electronic mail obtained from the Customer for the purpose of performance of the Contract for dissemination of business and operational communications relating to products or services of the Provider;
    d. The Customer is obliged to provide personal data communicated when concluding the Contract correctly and truthfully, and it is obliged to inform the Provider of any change without undue delay.

2. The Provider is entitled to provide the Customer's personal data to the extent necessary to its suppliers involved in Service provision (in particular, IUs).

3. The Customer agrees that the Provider:
    a. add additional Customer' personal data the Provider obtains based on the Contract or in connection with it to the data referred to in par. 1(b) and for the purpose listed therein,
    b. provide the data referred to in par. 1(b) for the purpose of offering business and services also to another controller connected to the Provider in terms of personnel or financially,
    c. process the Customer's personal data in the form of records of telephone communication with the Provider to improve the quality of the Services provided,

4. The Customer may revoke their consent with personal data processing at any time in writing. The Provider is entitled to process the personal data processed based on the Customer's consent until the expiry of three (3) years from the date of Contract termination. The Customer may inform the Provider at any time and without charge that the Customer does not wish to receive other business communication, via the Provider's email address referred to in Art. II of the Terms and Conditions.

5. The Provider is obliged, upon the Customer's request, to Inform to what extent the Customer's personal data are processed, or, where applicable, provide explanation where the Customer believes that their personal data are processed contrary to the agreed purpose of processing or a generally applicable regulation. The Customer may request the Provider to remove any identified discrepancies in personal data processing. Where the Customer's request is found justified, the Provider is obliged to rectify the detrimental situation without delay.

6. Where the Customer provides the Provider, in connection with the Service, with personal data of another person, the Customer is responsible for having done so with the knowledge of the data subject, based on their informed consent, and for having met all legal obligations imposed to protect them.

XII. Conditions of Security SIM Card operation

1. The Security SIM Card is not the Customer's property and the Customer is not entitled to handle it or use it for a purpose other than operation within the Alarm in connection with the Terms and Conditions. The Customer may not remove the Security SIM Card from the Alarm without prior consent of the Provider or at least prior notice to the Provider. Should a Security SIM Card be used in a different device, the Provider is entitled to block its operation without Informing the Customer, and at the same time it is entitled to withdraw from the Contract.

2. The price for the provision of any Protection Service and the Operational Supervision Service related to the Jablotron Alarm already includes all services regarding operation of a Security SIM Card in the Alarm and its administration, including provision of any data communication of the Alarm through it as part of the MyJABLOTRON Service. In the case of other

Alarms, the price for the operation, administration and data communication is stipulated in the Contract. **THE CUSTOMER BEARS COSTS ASSOCIATED WITH USE OF THE SECURITY SIM CARD CONTRARY TO THE TERMS AND CONDITIONS.**

3. The Provider is not liable for the malfunction of a Security SIM Card except malfunction caused by the Provider, and the Provider is not liable for the functionality of the GMS/GPRS network of the respective mobile operator to which the Security SIM Card is registered.

4. The Provider is entitled to inspect detailed statements of communication of the Security SIM Card processed by the telecommunication network operator and use such information in communication with the Customer.

5. Where the Security SIM Card has been used by the Customer for more than thirty (30) days without Activation of any of the Services, it will be blocked. Before such blocking of the Security SIM Card, the Provider will attempt to contact the Customer to give them the possibility to remedy.

6. Conditions for the operation of the Security SIM Card apply from the time the Customer uses the Security SIM Card for information transfer for the first time.

7. Where the Customer uses something other than the Security SIM Card in its Jablotron Alarm, the Customer may not, in most cases, use the MyJABLOTRON Service for such an Alarm. The Customer is also obliged to return the Security SIM Card to the Provider within ten (10) days from the date on which the Customer ceases to use it, or to discard it in the same time period and inform the Provider of such a fact.

XIII. Rights arising from defective performance – complaints, dispute resolution

1. The Provider is obliged to provide the Customer with the agreed Service under the conditions, at the quality and to the extent stipulated in the Contract or, where applicable, in the Terms and Conditions, and undertakes to carry out only activities stipulated in the Contract or in the Terms and Conditions. The Provider is only liable for any breach of obligation to carry out such agreed activities, and not for the results.

2. Where there has been defective performance of the Service and it can be remedied, the Customer is entitled to a remedy free of charge, in particular, to supplementation of the Service or provision of a replacement Service, or to a reasonable discount from the price.

3. Where no remedy is possible and the Service cannot be duly used due to a defect, the Customer has the right to a reasonable discount from the Service price or to withdrawal from the Contract. This is without prejudice to any other rights arising from applicable legal regulations.

4. The Customer is not entitled to any rights arising from defective performance if the Customer knew about the defect before provision of the Service or caused the defect themselves, in particular by providing incorrect or incomplete information and details.

5. The right arising from defective performance does not preclude the right to damages, which, however, can only be achieved by exercising the right arising from defective performance; it cannot be claimed for any other legal reason, including damage compensation.

6. Making a complaint
    a. The Customer has the right to make a complaint about a Service provided (defective performance) or an invoice – tax document received if such an invoice does not include particulars prescribed by the law has been issued contrary to the Contract.
    b. The Customer is to make their complaint about an invoice with the Provider without undue delay after receiving the invoice.
    c. The Customer is to make their complaint about defective performance with the Provider without undue delay after the Service was provided to the Customer and the Customer could determine the defect.

7. Complaints by Customers-consumers.
    a. As a rule, customers claim rights arising from defective performance with the Provider in writing, stating their data, the identified defect in performance as well as the right arising from defective performance chosen by the Customer (manner of complaint settlement).
    b. The Provider is to confirm to the Customer in writing when the right was exercised as well as the repair of the defect (remedy of the Service) or any other complaint settlement and its duration, or, where applicable, justifies rejection of the complaint in writing.
    c. A change in the choice of right arising from defective performance without the Provider's consent is only possible where the Customer has requested repair of a defect (remedy of the Service) that proves to be irremovable.
    d. The Provider will decide on the Customer's complaint immediately, no later than within three (3) working days. This period of time does not include reasonable time necessary, according to the kind of service, for expert assessment of the defect including the time required for requesting and provision of cooperation from third parties. The Provider will Inform the Customer about necessity of expert assessment and requesting or provision of cooperation from third parties.

e. The Provider will settle the Customer's complaint, including defect removal (Service remedy), without undue delay, but no later than within thirty (30) days of the date of complaint filing, unless agreed otherwise by the Provider and the Customer. Lapse of this time limit is considered a material breach of the Contract.
f. The time limit for exercising the rights arising from defective performance is extended by the time from making a justified complaint to its settlement or to the time when the Customer was to take over the performance.
g. Where the complaint is not resolved in another manner or where the Provider agrees otherwise with the Customer, the Customer will be returned amounts paid for Services the Customer had made a complaint about to the amount corresponding to a reasonable discount from the price of the Services or the amount incorrectly charged; any overpayment or already paid amounts may be offset by the Provider to the payment of receivables from the Customer. Where it is necessary to issue a correction invoice (credit note), the Parties are obliged to provide each other with the necessary cooperation to meet the respective tax obligations.
h. In the case of a justified complaint, the Customer is entitled to reimbursement of reasonably incurred costs. However, where the Customer fails to apply for the reimbursement of these costs within one (1) month following the expiry of the time limit in which defects are to be claimed (complaints are to be made), the Customer is no longer entitled to cost reimbursement.

8. Where the Provider proceeds, in dealing with complaints by Customers-business-people, in a similar manner to dealing with complaints by Customers-consumers, the Provider does not recognize that these Customers have the same rights that only belong to consumers.

9. In the case of Force Majeure or should circumstances occur on the side of the Customer based on which the Customer wholly or partially does not use the services ordered, paid and secured by the Provider Services, the Customer is not entitled to refund of the price paid or a discount from the price.

10. The Customer can file their complaints and objections related to the Contract by telephone or in writing using the contact details of the Provider stated in Art. II of the Terms and Conditions. Where a complaint by a Customer-consumer has content requirements as a complaint about Services, such a complaint will be handled as a complaint under the Terms and Conditions.

11. Consumers have the right to out-of-court settlement of the dispute and they may contact, with their complaints or proposals for out-of-court resolution, the Czech Trade Inspection (www.coi.cz), which exercises supervision of compliance with obligations under the applicable regulations on consumer protection, and it is also the competent authority for the out-of-court settlement of consumer disputes. Consumers may also use the online dispute resolution platform established by the European Commission, available at http://ec.europa.eu/consumers/odr/, for the out-of-court settlement of consumer disputes.

12. Personal data protection supervision is carried out by the Czech Office for Personal Data Protection.

13. The Contract and related issues are governed by Czech law, especially the Civil Code, consumer protection legislation and other legal regulations of the Czech Republic amended from time to time. Any litigations between the Parties will be resolved by competent general courts of the Czech Republic.

XIV. Liability of the Parties

1. **WHERE THE PROVIDER BREACHES ANY OF ITS OBLIGATIONS IN CONNECTION WITH PERFORMANCE OF THE CONTRACT, AND THE CUSTOMER SUFFERS DAMAGE DUE TO SUCH CONDUCT WHOSE COMPENSATION IS NOT COVERED BY CUSTOMER'S INSURANCE, THE PROVIDER'S LIABILITY FOR THE OCCURRENCE OF SUCH DAMAGE IS LIMITED BY (I) AN AMOUNT OF CZK 150,000 (ONE HUNDRED AND FIFTY THOUSAND CZECH CROWNS), UNLESS A DIFFERENT AMOUNT IS EXPLICITLY STATED IN THE CONTRACT OR IN THE CERTIFICATE, AND AT THE SAME TIME (II) THE PROVIDER IS NOT LIABLE FOR LOSS OF PROFITS AND INDIRECT DAMAGE EXCEPT DAMAGE CAUSED INTENTIONALLY OR THROUGH GROSS NEGLIGENCE.**

2. The Provider is relieved from the obligation of damage compensation towards the Customer arisen to the Provider due to a breach by the Provider of an obligation under the Contract or the law as a result of Force Majeure.

3. The Provider is not liable for:
   a. the arrival time of the Police of the CR to which an Extraordinary Event has been reported,
   b. capture of the person who caused the Extraordinary Event,
   c. outages of supporting third-party services related to the provision of the Service (e.g. malfunction of GSM/GPRS and similar networks and telecommunication routes, malfunction and outages of the Internet),
   d. any damage incurred by the Customer as a result of these facts.

4. The Customer is obliged to inform the Provider in writing about the occurrence of damage and make a claim for compensation without undue delay after its occurrence, but no later than within one (1) month of the occurrence of the damage.

5. The Customer undertakes to provide, in the case of occurrence of damage, the Provider or the insurance company with which the Provider has insurance of liability for damage with all assistance necessary for the assessment of the causes of damage occurrence, damage amount, and, subsequently, for insurance event adjustment.

6. As regards the Service utilized by the Customer, the Customer is liable in particular for:
    a. ensuring access of the Alarm to the respective transmission network or the Internet for the fully functional transmission of signals to the monitoring system;
    b. ensuring full operation of the Alarm (in particular, electricity supply and backup power sources);
    c. availability of Contact Persons in cases where cooperation is required from their part under the Terms and Conditions, in particular, to ensure their response within two (2) hours from Unsuccessful Communication;
    d. occurrence of damage due to the Provider's procedure according to instructions or information not corresponding to the current state on the side of the Customer (e.g. regarding changes to the Premises, Alarm, Contact Persons) where the Customer failed to demonstrably communicate such changes.

XV. Changes in the Terms and Conditions

1. The Provider is entitled to change the Terms and Conditions to a reasonable extent due to reasonable needs (in particular, due to the extension of Services provided including accompanying ones, changes in technology used for or in the provision of Services, changes in prices of conditions of third-party performance used by the Provider in the provision of Services, changes in legal regulations governing the provision of Services or regulating related areas, or changes in their interpretation or in the decision-making practice of the authorities concerned).

2. The Provider is obliged to Inform the Customer of any changes in advance, either by email, invoice or the Customer's Account in the MyJABLOTRON Service and at the same time by publishing the respective change and the new version of the Terms and Conditions, which replaces the previous version, on the Website no later than two (2) months before their coming into effect.

3. The Customer is obliged to acquaint themselves with changes in the Terms and Conditions. The Customer is entitled to reject the changes by a written notice of termination of the Contract with a two (2)-month notice period commencing on the first day of the month following delivery of the notice to the Provider.

4. Where the Customer fails to terminate the Contract in writing within the meaning of the previous paragraph before the change coming into effect, it shall be deemed that the Customer has accepted the proposed change in the Terms and Conditions as at the proposed effective date.

JABLOTRON SECURITY a.s.