

# Conditions for the provision of services

Valid from 1 November 2011 - only for the Jablotron Alarms series of alarms

**The Jablotron Security Centre (JSC) is a service centre for the customers of JABLOTRON SECURITY a.s.**

- The Jablotron Alarm Receiving Centre (ARC) is a dispatch station of the JSC with 24/7 operation which monitors and evaluates reports from the customer's protected buildings, coordinates the activities of the Alarm Response Team, informs the customer of the results from inspection of a protected building and receives instructions from customers for the protection of their buildings.
- The Jablotron Customer Line (JCL) is the contact point used by customers to send Jablotron their requirements.
- The Alarm Response Team (ART) are employees of a contractual subsupplier who carries out physical inspection of a customer's protected building or other agreed activities.
- The customer specifies his/her contact persons who are called in the case of an alarm or technological event by the ARC. The calls are made in the order specified by the customer. Information is transferred to the first available contact person.
- Contact persons marked as "Users" are informed about events in the building and are authorized to cancel the dispatch of an ART, unless the service conditions specify otherwise.
- Contact persons marked as "Administrators" have all the authorizations of "Users" and additionally can make changes in the settings of the provided service.
- JSC monitors and archives communication between the ARC and the alarm as well as between the ARC and the customer and their contact persons.
- If the ART discovers that the protected building has been broken into, the ARC will provide this information to the Police of the Czech Republic or other responsible authorities. In the case of a break-in into the building, the ART trip costs are not charged for.
- The customer specifies a password consisting of arbitrary alphanumeric characters for secure communication with the ARC. Contact persons are obliged to identify themselves with the designated password when communicating with the ARC.
- The ART will perform an inspection of the building in the case of an alarm as long as the customer has purchased at least one of the Protection services: Total Protection, Standard Protection, Basic Protection. The customer defines the reaction method for the received alarm signal. Either he/she is informed before the ART departs (if the ARC can reach the customer) and he/she can decide on their dispatch, or the dispatch is automatic. After the inspection is carried out, the ARC will inform the customer of the results of the inspection.

## **Service conditions for the Total Protection service:**

- The Total Protection service includes the price of ART dispatches. If the building has an excessive number of false alarms, the customer is obliged to implement corrective precautions. The JSC will provide assistance in this matter. In the case of the demonstrable and repeated non-solution of such situations by the customer, the JSC may propose that the customer switches to the Standard Protection service or may completely withdraw from the service contract.
- The customer may request an ART dispatch even in the case of water, gas, electricity failures etc. The ART will ensure the entry/arrival of the customer's ordered emergency services to the building. Costs for emergency services are covered by the customer.
- The customer is entitled to verify the activities of the JSC for free once per year through a deliberate false alarm.
- The customer may request two inspections of the protected building per year, for instance in the case of a long-time absence from the building. These inspections will be carried out in the requested period based on an order placed with the JCL. The results of the inspection are provided to the customer in the manner specified by the customer (e.g. via an SMS message).

## **Service conditions for the Total Protection and Standard Protection services:**

- The TOTAL and/or STANDARD PROTECTION services include the JSC's inspections of interior areas of buildings. This inspection requires the provision of the appropriate keys to the building and also the alarm codes to the ART. The ART will prepare a report on the receipt of the keys. Keys are stored in security bags, whereas keys from internal areas of buildings are additionally stored in closed security envelopes.
- The ART prepares records for each inspection of the building including information on the use of keys.



# Conditions for the provision of services

Valid from 1 November 2011 - only for the Jablotron Alarms series of alarms

- The customer is entitled to request a dispatch if he/she unintentionally leaves his/her keys in a protected building or if he/she loses the keys. After verifying the customer's identity, the ART will unlock the door using their entrusted keys.
- The customer may additionally request the delivery of spare car keys in 6 hours to any place in the Czech Republic. This is available to customers who have purchased the additional service via the Customer Line and the storage of backup keys in the ARC safe. The delivery of keys is charged based on the current price list for additional services.
- The customer can purchase a service where the ARC informs the customer that no movement has been detected in the protected building during the non-secured period. This is however conditioned by the alarm installed in the protected building supporting this service.
- The customer may define time periods when individual users can enter the building. If a user enters this building outside of this period, the customer is informed by the ARC\*.
- If a customer loses his/her payment card (or if it has been stolen), the ARC will provide him/her with the necessary information to block his/her card at his/her bank.

## Conditions for the Total Protection, Standard Protection and Basic Protection services:

- The customer may call for the arrival of an ART during an alarm. Such an alarm usually cannot be cancelled. Communication during an alarm is carried out in a manner which prevents any threat to the customer.
- The customer can define the time period during which the alarm must be set. If this does not happen, the ARC will inform the customer\*.
- When an alarm is triggered by accident or due to improper handling of the alarm, the customer may call off the ART dispatch, which will not be charged for if this is done immediately. If the alarm is deactivated within one minute after the alarm is activated by a user, the ARC considers this a case of incorrect handling of the alarm and will not react.
- Alarm operation is continuously monitored. If the ARC receives a signal that the alarm has a defect, it informs either the customer or his/her service organization based on an agreement.
- Customers who use Jablotron security SIMs have access to Jablotron's online Self-Service (MyJABLOTRON). This allows the customer to cancel his/her alarms. Access information for Web Self-Service is provided to the customer by email.
- A customer can authorize his/her installation company to report the initiation and termination of maintenance work on the alarm.
- The contract for agreed services provided by the JSC is concluded by the issue of a certificate for the provision of JSC services. The certificate contains, among other things, data about the protected building, the negotiated service and the date of its activation. Current conditions for the provision of JSC services are available at [www.jablotron.com](http://www.jablotron.com). If the conditions for the provision of JSC services are updated, the JSC will inform the customer of the changes by email.
- The customer agrees that the JSC may process his/her personal data contained in the certificate for the purpose of service provision. Personal data will not be made accessible to third parties, unless agreed otherwise or unless it is necessary for the provision of services. If the customer believes that his/her personal data are being processed in conflict with the above conditions, he/she can request that the JSC informs the customer of the extent his/her personal data are being processed and the JSC will comply with this request.
- The monthly tariff for the provided services is covered by quarterly advance payments for the appropriate calendar quarter. The JSC will issue and send (by email) an invoice - tax document for the appropriate calendar quarter. In the case of the customer's delay with the payment, the JSC will continue to provide their services for the duration of one unpaid advance payment, i.e. a maximum of three months. This however does not affect the customer's obligation to cover the amounts owed for the provided services. Advance payments for services do not cover ART trips\*\* and on-site security guards.
- Any party can terminate the contract even without specifying a reason, but this may only be done at the end of a calendar quarter. The termination notice must be at least one month.
- The customer is obliged to inform the JSC about changes that are important for the identification of the building by the ART (visual changes to the building) or for inspection of the building by the ART (replacement of locks etc.).
- The reliable operation of the alarm requires its regular annual inspection by a technician of the installation company.



# Conditions for the provision of services

Valid from 1 November 2011 - only for the Jablotron Alarms series of alarms

\* These services are only intended for companies

\*\* Total Protection includes ART dispatches

## Conditions for the operation of the security SIM card:

- If the customer has concluded signing a contract for any of the Protection services, the tariff for the appropriate service also includes the operation of the SIM card in the alarm.
- If the customer only uses the security SIM card service, this service is invoiced in quarterly instalments based on the valid price list.
- The price of the operation of the security SIM includes data communication for permanent supervision of the operation of the alarm, data flow for the operation of the Self-Service (MyJABLOTRON), transmission of up to 70 informational SMSes to the customer per month (these are charged at 2.90 CZK incl. VAT for each SMS above this limit).
- The JSC monitors the costs for the communication of the customer's alarm. If these were to exceed 400 CZK for the appropriate calendar month, the JSC will implement the necessary precautions to prevent an unnecessary increase in the customer's invoice.
- The security SIM card is owned by JABLOTRON SECURITY a.s. and is intended exclusively for use with the supplied alarm. If the SIM card is used in any other device, the SIM card's owner is entitled to block its operation.
- The owner of the SIM card is entitled to view the detailed logs of the SIM card communication provided by the network provider and to use this information during communication with the customer.
- If the customer does not pay the due payments for the operation of the security SIM card (either directly or through payment for other services), the JSC is entitled to block the SIM card after a previous demonstrable notification to the customer. Communication will be blocked for the reason stated above only after delays for payment exceed a period of 3 months.
- If the security SIM card is used by the customer for over 30 days without activation of the associated JSC service, it will be blocked. The JSC is obliged to contact the customer through appropriate means before blocking the SIM card, so that the customer has the option to rectify the situation.
- The conditions specified above for the operation of security SIM cards will apply from the moment the customer uses the SIM card to transmit information for the first time.
- If a customer uses a different SIM card in his/her alarm, he/she cannot use any bonuses and/or services associated with the use of the security SIM card. Simultaneously, he/she is obliged to return his/her security SIM card to the JSC.

## Extension of alarm warranty:

- Extension of the JABLOTRON alarm warranty refers to the obligation of JABLOTRON ALARMS a.s. to repair defective alarms free of charge at their service centre for a period of 7 years after the first installation of the alarm.
- The extended warranty does not cover costs associated with making on-site repairs (disassembly, assembly, transportation costs, postage costs, travel costs etc.).
- Free repairs of alarms do not apply to defects caused by incorrect or unsuitable use of the alarm, defects caused by intentional damage, excessive wear and tear or damage caused by extraordinary circumstances (fire, lightning, floods etc.).
- The extended warranty applies to the entire alarm, not to its installation (which is covered by the installation company).
- The extended warranty does not apply to batteries.
- The installation of the alarm must be demonstrably carried out by an installation company which is at the time of installation a holder of a valid certificate from JABLOTRON ALARMS a.s. which entitles the company to provide installation of the appropriate products.
- The extended warranty is provided only assuming adherence to the prescribed installation procedures and only if the alarm is used in compliance with the supplied manuals.
- Only customers who are active users of a JSC service related to the given alarm may make extended warranty

# Conditions for the provision of services

Valid from 1 November 2011 - only for the Jablotron Alarms series of alarms

claims (at least the security SIM service). The customer must receive a document of activation of the service and its validity by a Certificate on the provision of JSC services.

## **Insurance for damages in the case of alarm failures or its breakdown:**

JABLOTRON ALARMS a.s. has concluded an arrangement for damage liability insurance for damage caused by product defects and for damage caused by theft from protected buildings or the destruction of items in protected buildings. The acknowledgment of a claim for damages requires that the customer - user of the alarm (hereby referred to simply as the customer) meets the following insurance conditions:

- The customer and his/her alarm must be properly registered at the JSC.
- The alarm must be, as of its activation, configured so that the JSC makes archival copies of the detailed records of operating events. This information is archived in the JSC data centre for the potential verification of the insurance event by the insurance company.
- To allow archiving of operating events, the customer must have an active JSC service associated with the given alarm (at least the Security SIM service).
- The alarm must be demonstrably installed by an installation company with a valid certificate for the installation of JABLOTRON ALARMS a.s. products.
- When applying for an insurance claim, the customer must provide an invoice - tax document associated with the installation of the alarm and a document on the regular annual inspection of alarm operation carried out by a technician of a certified installation company
- A condition for claiming an insurance event is that the damage was investigated by the Police of the Czech Republic.
- In the case of doubts, an expert assigned by JABLOTRON ALARMS a.s. will process an expert's analysis on the fulfilment of insurance conditions.
- The basic insurance covers damages caused by failure of the alarm or its breakdown up to a maximum of CZK 2 million, for valuables up to CZK 0.5 million (for the Total Protection service the maximum is increased to CZK 5 million).
- Failures of the alarm are defined as demonstrable technical defects of devices during a break-in - with the exception of defects which have been demonstrably reported by the system to the user before the insurance event and the user did not ensure that these are resolved.
- Breakdown of the alarm also includes a situation when the perpetrator demonstrably carried out actions which the system should have detected but did not - for instance the opening of doors, movement in areas monitored by motion sensors, breaking a window.
- A condition for insurance validity is that the building is properly locked, windows are closed and the alarm is set, in the case of defects or failures of the alarm.

The insurance covers the actual caused damages of the following types:

- Theft or destruction of movable items demonstrably stored in the building - insurance up to the negotiated limit of CZK 2 million (CZK 5 million for the Total Protection service).
- Theft or destruction of valuables demonstrably stored in the building - insurance up to the negotiated limit of CZK 0.5 million.
- Theft or destruction of construction parts and building accessories demonstrably installed in the building - insurance up to the negotiated limit of CZK 2 million.

Insurance will not be provided if:

- The alarm was not switched to the mode intended for the signalling of events - i.e. it was not set - demonstrably based on the data archives stored in the JSC or the internal alarm memory.
- Damages were caused in a part of the building which did not include security precautions required for detecting the claimed event.
- The alarm reacted to the situation in compliance with its declared functions, i.e. damage was caused despite the proper operation of the system.
- It is demonstrably shown that during the event the alarm was not installed in compliance with the information provided during registration or activation of the alarm, or if it is demonstrably shown that the customer did not use JSC services in compliance with the agreed upon conditions (e.g. if the customer did not pay for the service).
- It is demonstrably shown that the failure or breakdown of the alarm was not caused by a reason which the alarm's manufacturer could affect or resolve during construction and production of the device.



# Conditions for the provision of services

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## Damage compensation claims:

- The customer must apply for damage compensation immediately (at the latest within 10 workdays) to the relevant device's manufacturer (i.e. JABLOTRON ALARMS a.s.) and the manufacturer then transfers the request together with the manufacturer's statement and the service operator's statement to the insurance company.
- The insurance company decides on the damage compensation claim in compliance with its internal regulations, rules and general conditions for the negotiated insurance product. The insurance company's statement and any provided damage compensation will be provided by the manufacturer to the customer.

