

Terms and Conditions for Provision of Services

Validity from 1 August 2015 – with the exception of alarms from Jablotron Alarms

The Jablotron security center is a service center for customers of JABLOTRON SECURITY a.s. (JSC)

Basic Terms and Conditions, Definitions

- JSC undertakes to provide the customer with one of the services specified below and the customer undertakes to pay JSC the price for the provision of this service.
- The services JSC provides to customers based on the Contract are the services Overall Protection, Regular Protection or Basic Protection (the Protection Services) and the additional services Patrolling and Additional Guarding of Disturbed Premises. The terms and conditions for the individual services and the terms and conditions of operation of a SIM card are specified below.
- A contract on agreed service provided by JSC (Contract) is concluded upon the issue of a Certificate on Provision of JSC Services or conclusion of a written contract (Certificate). A Certificate contains, inter alia, information about the protected premises of the customer (Premises), the type of agreed service, the date of its activation and price. Provisions contained in a Certificate that are at variance with such terms and conditions (Terms and Conditions) have precedence.
- JSC has marked some points of the Terms and Conditions where there could be a doubt about whether the customer could reasonably expect something **in bold**. The customer declares that it expressly accepts the Terms and Conditions, including such provisions.
- An Assistance Intervention Service (AIS) is a worker of a contractual subcontractor who performs a physical check on Premises, or other agreed activity.
- The customer designates the contact persons that are, in the cases specified in these Terms and Conditions or in the Certificate, contacted by the Jablotron Alarm Receiving Center (JARC). Contact persons designated “User” are informed about events on the Premises. Contact persons designated “Administrator” can, in addition to the “User” authorizations, perform changes to the provisions on settings of a service provided specified in a Certificate.
- The JARC is a JSC control point operational 24/7, that, in particular, monitors and assesses signals coming from an alarm installed in the Premises, coordinates the activities of AIS, informs the customer of the result of a check on the Premises and also proceeds in accordance with an agreement with the customer, all under the conditions and in the manner specified below.
- The Jablotron Customer Line (JCL) is a contact point that the customer can contact with its requests.
- JSC monitors and, for a period of no less than three months, archives communications between the JARC and an alarm and between the JARC and Contact Persons.
- For communication with the JARC a customer can designate a password comprising any alphanumeric characters. In such case Contact Persons are obliged to identify themselves using the password when communicating with the JARC.

Terms and Conditions of Overall, Regular and Basic Protection Services

- The way in which JSC responds to an ALARM or PANIC signal is specified in the Certificate.
- The response is either to (i) contact the AIS promptly after the receipt of the signal for the purpose of checking the Premises without the customer’s approval (automatic call-out regime), and the customer is informed subsequently, or (ii) contact the customer promptly after the receipt of the signal for the purpose of approving a check on the Premises (call-out subject to approval regime). In the call-out subject to approval regime JSC contacts the AIS promptly after approval of the AIS call-out by the customer.
- In the call-out subject to approval regime in the event of the receipt of an ALARM or PANIC signal from the alarm the Contact Persons are informed by the JARC in the order chosen by the customer, unless the Certificate provides otherwise. Information is handed over by telephone to the first available Contact Person, this person gives or does not give his consent to the performance of a call-out.
- A request for the performance of a call-out is accepted at the moment the AIS confirms that he is available for the call-out. If no AIS can accept a request for a call-out because they are busy with previous requests and unless the Certificate provides otherwise, such requests will be handled in the order the AIS received them from the JARC.

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- Unless the Certificate provides otherwise, JSC guarantees the arrival of an AIS to the Premises within 20 minutes of confirmation of a request for the performance of a call-out by the AIS; unless the guaranteed arrival time could not be met due to force majeure reasons, in particular poor traffic conditions or unfavorable weather conditions.
- The Certificate also specifies how JSC will act in the event the JARC cannot reach any of the Contact Persons (Unsuccessful Communication).
- The type of check on the Premises, including its specifications, is stated in the Certificate. Checks are performed from places accessible as standard by the AIS.
- If the AIS ascertains, during a check on the Premises, that the Premises have been disturbed (i.e. it can reasonably be assumed that the Premises were subject to an unauthorized break-in), the JARC will hand over information, after getting the Contact Person's consent, about the disturbance to the Police of the Czech Republic or authorities active in criminal proceedings. Approval is not required in the event of Unsuccessful Communication or in the event that it can reasonably be assumed the intruder is still on the Premises. In the event the Premises have been disturbed, the call-out of the AIS is not billed.
- In the event JSC identifies a loss of connection between the alarm and JSC in accordance with the relevant technical standards, the JARC will inform the customer of the loss of connection.
- In the event of a non-standard situation (storm, outage of transmitters, etc.), JSC prioritizes responding to PANIC and ALARM signals.
- The customer can define a time period during which the alarm must be switched on. If this does not happen, it is informed of this by the JARC, unless the Certificate provides otherwise.
- If a Premises has more than 5 alarms in 30 days with the check result: "cause of alarm not ascertained" (false alarm) or if at least 2 call-outs are performed for one Premises within 24 hours due to a false alarm, the customer shall take remedial measures and possibly allow JSC or its contractual partners to access the alarm for this purpose. In the event such situation is not resolved with the customer, JSC is entitled to withdraw from the Contract.
- If at least two call-outs are performed to one Premises of the customer within 24 hours due to a false alarm reported from the same zone of the Premises, JSC is entitled, after informing the customer, to remove the relevant zone from the security regime. In the event the customer informs the JARC or JCL of the implementation of a repair by an installation company that is authorized to perform alarm installation (a Certificated Installation Company), JSC will again include the relevant zone in the security regime.
- With the customer's consent, JSC can install chips serving to check an AIS call-out free of charge on the Premises, and the chips become the customer's property upon installation. After the termination of the Contract JSC will not remove the chips.
- The customer is entitled to order from the JARC an additional service consisting of a check on the Premises independent of a signal received from an alarm on the Premises (Patrolling). The date and time of Patrolling and the method of informing the customer of the result of Patrolling is agreed in the order for the service. To exclude doubts, it is stated that this service is not included in the plan for the relevant Protection Service and the price of providing it is stated in the additional price list.
- In the event of a disturbance on the Premises, JSC will automatically provide, unless it agrees otherwise with the customer, the additional service of Additional Guarding (Additional Guarding of Disturbed Premises) consisting of the temporary presence of an AIS on the Premises for the purpose of protecting it from third party intrusion. This service is included in the plan for the relevant Protection Service for a period of two hours; **the customer undertakes to pay the price of providing the service over this limit in accordance with the hourly rate specified in the additional price list, which is published at the website www.bezpecnostnicentrum.cz and is an integral part of the Contract. JSC is entitled to suspend the provision of the Additional Guarding of Disturbed Premises service for the period for which it is necessary to use the AIS vehicle for a call-out to other guarded premises.**

Other Terms and Conditions of Overall and Regular Protection Service

- Unless these Terms and Conditions provide otherwise, in the OVERALL or REGULAR protection service JSC will arrange a check on internal space in the Building, provided that the customer or any Contact Person hands over to AIS the relevant means for entry to the Premises (keys, cards, controls, chips, codes for unlocking and decoding, etc.); if it is technically possible, these means should be marked with an identifier solely for the AIS). A record of acceptance of means of entry is signed. Means of entry are stored in secure luggage, and keys to internal space on Premises are also stored in closed security envelopes.

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- The customer can request a call-out in the event it locks itself out of Premises or loses a key. After confirming his identity, the AIS will open the door using its keys.
- The customer can define time periods for authorization to enter the Premises for individual alarm users. If a user enters the Premises outside this time, the customer is informed of this by the JARC, unless the Certificate provides otherwise.
- If a customer loses its payment card or it is stolen, the JARC will provide it, on request, with the necessary information to block the payment card with the bank.

Other Terms and Conditions of Overall Protection Service

- In the Overall Protection service, AIS call-outs are included in the price of the service.
- The customer is entitled to check the activities of JSC using a test alarm, free of charge and once a year.
- The customer can, over a year, for example during long-term absence from the Premises, request two checks on the Premises; such checks are only visual without entry to the Premises. These checks will be performed in the requested period based on an order made using the JCL or JARC. The customer will be informed of the result of a check in the manner agreed upon receipt of the order (e.g. in the form of a text message).

Terms and Conditions for Operation of SIM Card

- The terms and conditions for the operation of a SIM card specified in this part of the Terms and Conditions will only apply in the event the customer uses a SIM card supplied by JSC (a SIM Card) to connect the alarm and JSC.
- The price for the relevant Protection Service includes the transmission of up to 30 information text messages monthly sent from an alarm to the customer (the Limit). **The operation of a SIM Card over this Limit and any costs for the use of a SIM Card for voice services will be re-invoiced by JSC to the customer, which is obligated to pay them.** In the event of a payment delay by the customer, JSC is entitled to withdraw from the Contract.
- In the event the Limit is exceeded, the customer is obligated to promptly take measures to prevent the Limit being exceeded, and JSC will provide the necessary co-operation for this. In the event of a repeated breach of the Limit, JSC is entitled to withdraw from the Contract.
- A SIM Card is the property of JSC and is solely for use in the relevant alarm. The customer is not authorized to dispose of a SIM Card or use it for a purpose other than that specified in these terms and conditions. If a SIM Card is used in another device, JSC is entitled to block its operation, even without informing the customer, and withdraw from the Contract.
- JSC is entitled to examine detailed statements of communications involving a SIM Card provided by the network operator and use this information in communications with the customer.
- If a SIM Card is used by a customer for more than 30 days without activation of a JSC service, it will be blocked. Before such blocking of a SIM Card, JSC will try to contact the customer, so that it can effect a remedy.
- The aforementioned terms and conditions for the operation of a SIM Card are applied from the moment the customer first uses a SIM Card to transmit information.

If the customer uses another SIM Card in its alarm, he cannot draw bonuses and services related to the use of the SIM Card. In addition, in such case he shall return the SIM Card to JSC no later than within 10 days of the day he stops using the card.

Joint Terms and Conditions for Protection Services

- The customer agrees that for the purpose of providing services in accordance with the Contract JSC can process its personal data contained in the Certificate. In addition to personal data provided to the AIS or other entities for the purpose of providing services in accordance with the Contract, the customer also agrees to the sending of sales or service offers and commercial statements by JSC. This consent to processing of personal data can be rescinded in writing at any time. JSC is entitled to process the customer's personal data for no more than three years after the day of termination of the Contract and data for sending sales and service offers or commercial statements until consent to the sending of offers or commercial statements is revoked.

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The customer, in accordance with Section 12 of Act No. 101/2000 Coll., on protection of personal data (the "Act"), is entitled to request information about the processing of its personal data and JSC shall hand over such information without undue delay. If the customer finds or comes to believe that JSC is performing processing of its personal data in conflict with the protection of its private and personal life or in conflict with the law, the customer is entitled, in accordance with Section 21 of the Act, to ask JSC to explain or correct the defective state.

- JSC is entitled, for the purpose of ensuring performance of its duties under the Contract, improvements in the quality of services provided and documenting the content of a service agreed or customer instruction, to monitor (record) all communications with the customer or Contact Persons. Records of such communications will be stored solely for the time necessary to ensure the aforementioned purpose of recording, but for no more than three (3) years after the end of the Contract, and they will be destroyed after this period expires.
- Unless a Certificate specifies otherwise, the customer will pay the price for services provided in advance in the form of a quarterly advance for the relevant calendar quarter. JSC will issue an invoice - tax document in advance for the relevant calendar quarter and send it by e-mail. In the event of a payment delay by the customer, JSC is entitled to withdraw from the Contract. An advance on services does not include call-outs by AIS (with the exception of the Overall Protection service) and other services specified in the additional price list.
- The Contract can be terminated at any time by either of the parties, without giving a reason. The period of notice is one month and begins on the first day of the calendar month following the delivery of the notice to the other party. The customer may terminate the Contract by e-mail, if such e-mail is sent from an address that is specified in the Certificate as the customer's contact e-mail.
- JSC and the customer are also entitled to withdraw from the Contract in the cases stipulated by the Act and these Terms and Conditions. Withdrawal is effective upon the delivery of written withdrawal to the other party and has effects only in the future.
- The customer shall inform JSC of changes that are significant for identification of the Premises by the AIS (visual changes to the Premises) or for a check on the Premises by the AIS during an alarm (exchange of locks, etc.).
- The customer can authorize its service company to report the start and end of maintenance work on an alarm to the JARC/JCL; such authorization is specified in the Certificate.
- For reliable functioning of the alarm it is necessary for a technician with a Certificated Installation Company to perform annual checks.
- **In the event that JSC breaches any duty in connection with the performance of the Contract and the customer suffers damage due to such action, where compensation is not covered by the customer's insurance, JSC's liability for the damage is limited (i) to the amount of CZK 150,000, unless the Certificate expressly states another amount and also (ii) JSC is not liable for lost profit and indirect damage, with the exception of damage caused intentionally or due to gross negligence.**

Amendment to Terms and Conditions

- JSC is entitled to unilaterally amend these Terms and Conditions at any time, provided the customer is informed, in particular by e-mail, invoice and also by publishing such amendment and new text of the Terms and Conditions that replaces the previous text no later than 2 months before their effective date at the website www.bezpecnostnicentrum.cz.
- The customer shall familiarize itself with the amendment to the Terms and Conditions. The customer can express its disagreement with an amendment to the Terms and Conditions in a statement delivered to JSC, within two months of the day the amendments to the Terms and Conditions were communicated to it. In such case the amended terms and conditions will not apply in relation to such customer and JSC is entitled to withdraw from the Contract.
- If the customer does not reject a proposed amendment to the Terms and Conditions in writing no later than the day before the proposed effective date of the amendment, it shall be deemed to have accepted the proposed amendment to the Terms and Conditions with effect from the effective date of the amendment proposed by JSC.
- The same rules and procedures apply to an amendment to the additional price list.