

General Terms and Conditions of "Ecofleet CZ s.r.o."

Ringhofferova 115/1, Třebonice, 155 21 Prague 5 Company ID-No.: 27561534, Tax ID-No.: CZ27561534

A. Subject Matter of the General Terms and Conditions

A.1. These General Terms and Conditions regulate the procedures of the provision of GPS/GSM monitoring services of Ecofleet CZ s.r.o. (hereinafter referred to as the "services"), the conditions under which "Ecofleet CZ s.r.o." (hereinafter referred to as the "Provider") provides services to the Users and, in addition, they regulate certain other related procedures.

B. Provision of Services by the Provider

B.1. After the signing of the Agreement on GPS/GSM Services of Vehicle Monitoring or Mobile GPS Monitoring Devices (hereinafter referred to as the "Agreements") or after the payment of the Provider's services, the Provider shall start providing to the User services according to the applicable tariff according to the Provider's Price List.

B.2. By the signing hereof or by the payment of the Provider's services, the interested person confirms to have been acquainted with these General Terms and Conditions and consents to them.

C. The User's Rights and Obligations

C.1. The User is each natural or legal entity that has met the conditions stipulated by the applicable legal regulations, these General Terms and Conditions.

C.2. The User's Rights:

C.2.1. to take advantage of the services according to the Provider's offer,

C.2.2. to suggest changes in the order of services,

C.2.3. to submit proposals, comments and requests,

C.2.4. to notify the Provider of defects,

C.2.5. to lodge complaints,

C.2.6. to choose an address for sending the Provider's invoices and other documents. This address can be only an address in the Czech Republic, unless it is stipulated by agreement otherwise.

C.2.7. to take advantage of map supporting documents provided by the Provider only in relation to the services, by which the User is entitled only to a non-exclusive right to take advantage of the map supporting documents for prepaid services. The User is not entitled to any ownership titles in relation to the map supporting documents.

C.2.8. The User is not entitled, without the Provider's prior consent in writing, to assign, deploy or yield the map supporting documents otherwise or to allow their use by a third party.

C.2.9. The User is not entitled to remove, adjust, cover or interfere into any copyright or other identifications of the map supporting documents and software of the Provider and his subcontractors in any other way.

C.2.10. The User of monitoring services acquires a non-exclusive right to use the Provider's software in a monitoring device for the period of prepaid services.

C.2.11. In case of monitoring services, incl. GPRS data transmissions, the User receives, along with the monitoring device, the Provider's SIM card to be used, which the User is entitled to use only in the monitoring device delivered or approved by the Provider in writing and only for the needs of the services.

C.2.12. The User acknowledges that the Provider is entitled to configure the GPS units for communication only with the provider's systems. The user acknowledges that the GPS unit configured in this way may not be compatible with other systems.

C.3. The User's Obligations:

C.3.1. to take advantage of the provided services and monitoring devices in a manner and for the purpose resulting from the Agreement as well as generally binding legal regulations.

C.3.2. to take advantage of the services only through the monitoring devices delivered or recommended by the Provider. The User is not entitled, without the Provider's consent, to interfere into the hardware or software in any way, including but not limited to changing or copying this software,

C.3.3. to pay prices for provided services properly in the amount of the price valid at the moment of the provision of the services in compliance with valid price lists or an offer of services, to pay telecommunication fees to the operator that ensures data transmission from/to the monitoring devices unless data transmissions are incorporated into the Provider's services, pay for services and additional services that the user orders beyond the scope of the provided services specified in the contract (eg: Ecofleet Mobile Tasks, Ecofleet Mobile Tracker, etc.). The user acknowledges that simply "checking" a user right or role with such a right in the user settings in the web application www.ecofleet.com, establishes his obligation to pay for these other services,

C.3.4. to submit to the Provider, at his request, information and documents that allow to assess credibility or ability to meet obligations resulting from the order reliably (e. g. an ID-card, a passport, an extract from the Companies or Trade Register, banking information etc.,

C.3.5. to inform without delay about any changes in data included in the Agreement, including but not limited to changes in name and surname or a business name or name, the place of residence, registered office or place of business, legal form, banking information, contact phone numbers, Company ID-No., Tax ID-No. always not later than 7 working days as of the day of such change. At the same time, the User is obliged to support the change in data with a copy of a document that certifies the change in question,

C.3.6. to get acquainted with the Provider's latest General Terms and Conditions,

C.3.7. to take advantage of the Provider's services only in compliance with applicable legal regulations of the Czech Republic like common provisions in case of using the services in employment legal relationship under Act No. 206/2006 Coll., Labor Code, Section 316,

C.3.8. to meet other obligations specified in these General Terms and Conditions.

D. The Provider's Rights and Obligations

D.1. The Provider's Obligations:

D.1.1. to provide the User with GPS/GSM monitoring services according to the latest valid price list or an offer and the annex to these General Terms and Conditions called "Services",

D.1.2. to disclose information about changes in the scope, quality and prices of the services, including but not limited to a change in the Price List of services, through the Provider's website or a notification, information materials, by mail or electronic mail

D.1.3. The Provider is not obliged to install the monitoring device, however, he can, by agreement with the User, to ensure it through a professional service trained by the Provider, unless it is agreed with the User otherwise.

D.2. The Provider's Rights:

D.2.1. to limit the provision of services for a period absolutely necessary to carry out the maintenance and adjustment to the devices aimed at the provision of the services and to implement applicable measures or decisions having final legal force made by competent administrative or other authorized bodies of the Czech Republic.

D.2.2. to request from the Interested Person / User the payment of prices according to a valid Price List or an offer of services, including payment for services and additional services that the user orders beyond the scope of the provided services specified in the contract (eg: Ecofleet Mobile Tasks, Ecofleet Mobile Tracker, etc.).

D.2.3. in compliance with applicable legal regulations, to verify information and supporting materials delivered by the User or his representative to verify his credibility and ability to meet obligations assumed.

E. Payment terms and conditions

E.1. Unless it is agreed in writing otherwise, the prices for services provided are charged in advance with the maturity of 14 days.

E.2. The Provider shall make an invoice to the User for the settlement of the amount according to the items specified in the Agreement, the User's order or for the payment of the amounts for other services that the Provider is entitled to request in compliance with these General Terms and Conditions, the Price List or an offer of services (hereinafter referred to as the "Invoice"). If any of the service cannot be charged to the User for the applicable invoicing period, such service shall be invoiced in the following invoices.

E.3. The User's obligation to settle the amounts invoiced is met as of the crediting of the applicable amount to the Provider's account. The risk of proper and timely delivery of a payment to the Provider's bank account shall be borne by the User; the interested person for the Provider's services in case of the first order.

E.4. The Provider is entitled to use the amount settled for the settlement of the User's oldest mature liability to the Provider always first for the settlement of the principal of the outstanding amount.

E.5. If the User pays a higher amount than the amount specified in the invoice, the Provider is entitled to use such prepaid amount to the settlement of the Provider's claims from the User. The arrangement under Art. E.6 hereof is applicable in that case as well. Unless the User agrees with the Provider explicitly otherwise, the Provider is entitled to use the prepaid amount for the settlement of the next invoice. In case of the User's request for the reimbursement of the overpaid amount, the Provider agrees to reimburse such amount or a part thereof as soon as possible after he has received the User's request.

E.6. The User can set off, against the Provider's claims, only such his claims that are awarded to him with final legal force.

E.7. The Provider is entitled to empower a third party to enforce the Provider's claims from the User that is in default of the payment of outstanding amounts. The User agrees to treat such a party as the Provider's properly authorized collecting/invoicing attorney.

E.8. The monitoring devices delivered by the Provider shall become the User's property only at the moment when the price of the device has been fully paid according to the price list or the Provider's offer.

E.9. Date of taxable supply shall be the 1st day of the month.

F. Restriction and Interruption of the Provision of Services

F.1. In case that the User fails to pay an invoice properly and by a due date in compliance with Article E hereof or fails to meet another contracting obligation and fails to remedy at the Provider's invitation by a substitutive date determined by the Provider, the Provider is entitled to restrict the provision of services to the User by prohibiting him active access to them. The arrangement under Art. F.7 hereof is applicable in that case as well.

F.2. In case of a repeated breach of contracting obligations, including but not limited to a delay in the payment of an invoice or payment of another claim, the Provider is entitled to restrict or suspend the provision of the services immediately or to terminate their provision, if applicable. A repeated breach means, for these purposes, any breach that takes place after the User breached any contracting obligation in respect of the Provider or the Provider's General Terms and Conditions in previous 5 years.

F.3. In addition, the Provider is entitled to restrict the provision of all the services by prohibiting him from active access to them immediately if there is a justified suspicion that the User or an authorized person abuses or abused the provision of the services.

F.4. If the User is in default of the payment of an invoice or if he breaches another contracting obligation and that resulted in the restriction, suspension or termination of the provision of the services under this Article hereof, the Provider is also entitled to restrict or suspend also the provision of other services to the User.

F.5. The Provider is entitled to restrict or suspend as well, if applicable, the provision of the services immediately after it comes out that letters, invoices, reminders and other documents sent by the Provider to the User to the User's last known address kept in the Provider's records were not delivered or that the User refused to accept them. This provision is not applicable in case that the Provider learned about the unsuccessful delivery based on the User's notification under Article C.3.5 hereof.

F.6. The restriction or interruption of the provision of the services under this Article is without prejudice to the Provider's claim to the payment of the prices due for the provision of the services. It is without prejudice to the arrangement under Article G. hereof concerning a contracting penalty.

F.7. The Provider is entitled to restrict the provision of the services for serious technical or operating reasons for an absolutely necessary period of time.

G. Arrangement on the Contracting Penalty and limitation of Contractual Liability

G.1. In case of breaching the User's contracting obligation to inform the Provider in writing about any and all changes under Article C.3.5 hereof and to support these changes with documents, the Provider is entitled to charge a contracting penalty in the amount of EUR 40,00 per each individual breach of that contracting obligation even repeatedly. By the payment of a contracting penalty, the User is not relieved from the obligation to inform the Provider in writing under Article C.3.5 hereof.

G.2. In case of the User's default in the payment of an invoice, the Provider is entitled to charge a contracting penalty in the amount of 0,1% of the outstanding amount per each day of default.

G.3. In case that the User fails to pay the Provider's invoice two times, the Provider is entitled to charge to the User a contracting penalty in the amount of remaining monthly lump sums for services and installments of the device until the end of the definite period of time specified in Annex No. 1 hereto.

G.4. The User agrees to pay the contracting penalty by a date determined by the Provider and specified in the invoice for the contracting penalty. By the payment of the contracting penalty, the User is not relieved from the obligation to pay the outstanding amount. The payment of the contracting penalty is without prejudice to the Provider's right to claim indemnification. Circumstances excluding liability shall not affect the obligation to pay the contracting penalty.

G.5. The User acknowledges and agrees that in the case of claiming compensation for provable damage to the Provider against the Provider, the Provider is entitled to apply a limitation of damages in the maximum amount corresponding to 12 previously billed and paid monthly payments for the service provided in relation to each object (GPS device) to which the loss event relates.

H. Processing Personal Data of the Users

H.1. The Provider keeps an updated database of the Users containing the personal data of the Users – natural persons – as well as the data of the Users – legal entities. The Provider processes these data in compliance with applicable legal regulations (at the time when the General Terms and Conditions are released, including but not limited to Act No. 110/2019 Coll., on the processing of personal data, as amended) for the purposes of the provision of telecommunication services and services related thereto, as well as for the Provider's marketing and commercial purposes.

H.2. The User acknowledges that the Provider will, for the period of the duration of the contracting relationship, process personal data of the User – a natural person – as well as the data of the User – a legal entity – obtained in relation to the contracting relationship or another direct or indirect contact with the User or from third parties, if applicable, including but not limited to information about his exact identity (name, surname, address, date of birth), payment moral, banking information and IMEI of devices for the purpose of the provision of the services. The User acknowledges as well that the obligation to provide personal data to the Provider does not follow from the law, however, the order cannot be accepted and fulfilled consequently without providing them. In addition, the User acknowledges that the Provider can transfer these data for further processing to third parties specified in Article H.4 hereof for the purposes laid down in this Article.

H.3. The User agrees that the Provider will process, for the Provider's marketing and commercial purposes, his personal data obtained in relation to the contracting relationship, i. e. the data included in the order or obtained in relation to the provision of the services to the User, or obtained from third parties that are entitled to the transfer of personal data to the Provider, including but not limited to, based on the User's consent, and, for that purpose, he can make them accessible to third parties cooperating with the Provider in the organization of marketing events; all of these while fully respecting applicable legal regulations (at the time when the General Terms and Conditions are released, including but not limited to Act No. 110/2019 Coll., on personal data protection, as amended). The consent in compliance with this Article can be withdrawn anytime only with the User's explicit declaration made in written form and sent to the Provider. If the User withdraws his consent to the processing of personal data, the Provider is entitled, based on applicable legal regulations, to continue processing his personal data in the extent specified in Article H.2 hereof.

H.4. The Provider is entitled to make accessible the data in compliance with Article H.1 and H.2 hereof in compliance with applicable legal regulations (at the moment when the General Terms and Conditions are released, including but not limited to Act No. 110/2019 Coll., on personal data protection, as amended) as follows:

H.4.1 to third entities ensuring for the Provider the preparation and production of printed materials and documents intended for the Users (including but not limited to the Provider's invoices and information materials) and their distribution,

H.4.2. to the operators of public telecommunication networks and the providers of public telecommunication services if it is absolutely necessary to ensure the connection and access to the network for mutual invoicing and the identification of the abuse of the network and services; the abuse of services means, for these purposes, also repeated failure to pay the services used,

H.4.3. in case of the existence of the Provider's claim from the User, to third entities for the purposes of collecting claims in compliance with Art. E.7 hereof,

H.4.4. to third parties that provided service to the User when taking advantage of the services of which price was charged by the Provider to the User consequently in compliance with Art. E.2 hereof and the User failed to pay the invoice by its due date,

H.4.5. to other entities in cases when the obligation to make personal data accessible results from generally binding legal regulations.

H.5. In case that one can withdraw the consent with the processing of personal data in compliance with Article H.3. hereof, the User can express his disagreement with the processing of personal data in writing. In case of expressing disagreement, the provisions of the General Terms and Conditions that are subject to the provision of a consent are not applicable to the User. The withdrawal of a consent as well as in case of expressing disagreement is without prejudice to the provision of services to the User.

H.6. The User acknowledges that the Provider will process his name, surname and address for an indefinite period of time after the termination of the contracting relationship for the purpose of the offer of trade and services, still in compliance with Act No. 110/2019 Coll., on personal data protection, as amended. These data shall not be provided to third parties, except for the entities specified in Art. H.4.1 hereof. The User is entitled to express his disagreement with this procedure in writing anytime. The Provider agrees to erase any and all other personal data of the Users in case of the termination of the contracting relationship not later than four (4) calendar months as of the day as of which the last accounting period was terminated, except for the data in case of which their further processing results from a generally binding legal regulation. However, if the Provider records a claim from the User after the termination of the contracting relationship as well as in case that any court, administrative or similar proceedings are ongoing between the Provider and the User, the Provider is entitled to keep processing his personal data for the purposes of the enforcement of rights related to that claim or the ongoing proceedings, if applicable. In such case, the Provider agrees to erase the personal data not later than 5 years after the payment of the claim or the termination of the proceedings with final legal effect, if applicable.

H.7. In the processing of personal data, the Provider agrees to take care that the User suffers no harm to his rights and to take such measures to avoid unauthorized or accidental access to the Users' personal data, their changes, deterioration or loss, unauthorized transmissions, their other unauthorized processing as well as other abuse of personal data. In case that the User's personal data are transferred to third parties specified in Art. H.4 and H.5 hereof, the Provider agrees to enter into an agreement on personal data processing with these entities in which the third parties provide guarantees of technical and organizational security of personal data protection in compliance with the requirements of Act No. 110/2019 Coll., on personal data protection, as amended.

H.8. In case that the obligations laid down in special legal regulations (including but not limited to Act No. 110/2019 Coll., on personal data protection, as amended) are breached in the processing of the User's personal data, the User is entitled to claim a remedy in the manner stipulated in these legal regulations.

H.9. The User is entitled to information about the personal data processed about him by the Provider under the conditions stipulated by special legal regulations (Act No. 110/2019 Coll., on personal data protection, as amended).

I. Protection of Confidential Information

I.1. The User is obliged to maintain confidentiality about any and all confidential and secret information and facts that he learned in relation to the performance of the service, except for information that is designated by the Provider to be disclosed.

I.2. Any and all information that is identified as such by the Provider in compliance with this Article or is of such character that can cause harm to any Contracting Party in case of its disclosure regardless the fact whether it has the character of personal, business or other information is regarded as business secret.

I.3. Only the Provider can relieve from the obligation of confidentiality. The obligation of confidentiality in the scope of this Article after the termination of the validity hereof is applicable with no time limit until it is canceled by the Provider with a relief in writing, unless the Contracting Parties agree in an individual case otherwise. The User is responsible for damage caused to the Provider by breaching the obligation of confidentiality under this Article.

I.4. The User shall maintain the protection of rights from industrial and intellectual property in respect of the hardware and software obtained from the Provider and of any and all documentation accompanying the services. The User shall refrain from such handling of the Provider's products that increase the danger of their copying or other abuse from the point of view of breaching copyright and industrial rights.

J. Complaints, Rights of defective performance

J.1. By the services of which defective performance was caused, the procedure will be in accordance with the Complaints Procedure, which is an integral part of these General Terms and Conditions.

K. Force and Effect of the Contracting Relationships and the Use of the Services

K.1. The force of the contracting relationships is provided by the Agreement and the tariff according to the latest valid Price List and the Provider's offer.

L. Amendment to the General Terms and Conditions and their Force, Amendment to other Contracting Conditions

L.1. The General Terms and Conditions are in force and effect for the entire duration of contracting relationships with the User. The termination of the contracting relationship is without prejudice to the force and effect of these provisions hereof that, in relation to their character, have to continue up to the full settlement of all claims resulting from the contracting relationship, including but not limited to the provision on the choice of the law, the provisions of the User's personal data processing, the provisions on the liability for damage and indemnification, about contracting penalties, etc.

L.2. The Provider is entitled to amend and supplement the General Terms and Conditions due to the amendment to the applicable law, changes in the conditions of the market of the GPS/GSM monitoring services or for reasons that are required to regulate relationships resulting from contracting relationships.

L.3. The Provider is entitled to change the scope, quality and prices of the services or to terminate the provision of existing services due to inflation, the introduction of new services, the improvement of the quality of services, the development of new technologies, etc.

L.4. The Provider and the User agreed that the Provider shall inform the User about changes in the scope, quality and the prices of services as well as the amendment to the General Terms and Conditions in the manner laid down in Art. D.1.2 hereof. If disclosure is made in more ways specified in Art. D.1.2 hereof, the day on which the specific change was disclosed for the first time is regarded as decisive for the purposes of the beginning of periods.

L.5. The User shall be informed about an amendment to or updating of the General Terms and Conditions through the Provider's website. If the User fails to file an objection in writing to the Provider not later than 20 calendar days as of the disclosure of the amendment to the General Terms and Conditions, it is considered to be an agreement to the amendment to the General Terms and Conditions.

M. Governing Law

M.1. The rights and obligations of the Contracting Parties resulting from the contracting relationships between them are governed by the law of the Czech Republic.

N. Common and Final Provisions

N1. The Provider's documents (including but not limited to the notice of termination of the contracting relationship, the notification of a change in services, amendment to the General Terms and Conditions, a notification about the settlement of a complaint, reminder as well as other documents) that are delivered through a postal services operator are sent to the User's address that the User has chosen for that purpose or to the address of residence / registered office / place of business that the User specified in the registration or in the Agreement or of which change the User notified to the Provider in compliance with Art. C.3.5 hereof.

N.2. Legal actions made by fax, electronic mail or a message or information displayed on the Provider's website after the User logs in under his name and with his password are considered to be written legal actions as well.

N.3. If the User fails to deliver an instrument sent, the instrument is regarded as delivered as of its delivery to the address of residence / registered office / place of business that the User has chosen or specified in the registration in the order or of which change the User notified to the Provider in compliance with Art. C.3.5 hereof, if applicable. An instrument is regarded as delivered also with expiration of a period for the collection of a postal consignment in vain even if the User did not learn about its depositing or as of the day when the instrument was returned to the Provider depending on which of these circumstances was the first one occurred.

N.4. A day means a calendar day unless it is explicitly laid down otherwise.

N.5. The Czech wording of these General Terms and Conditions is a binding wording.

N.6. These General Terms and Conditions, a valid Price List or an offer of services are inseparable parts of the contracting relationships between the Provider and the User. In case of a difference in a provision contained in the Agreement and the General Terms and Conditions, the provision contained in the Agreement prevails.

N.7. The Annex – Services – forms an inseparable part hereof.

N.8. In case that one or more provisions hereof is regarded as unlawful, invalid or unenforceable, such unlawfulness, invalidity or non-enforceability is without prejudice to the other provisions hereof that will be interpreted as if the unlawful, invalid or unenforceable provisions did not exist. The Parties agree that any and all unlawful, invalid or unenforceable provisions are replaced with lawful, valid and enforceable provisions that are similar as much as possible to the meaning and purpose hereof.

N.9. The General Terms and Conditions enter into force on 1 May 2021..

Annex to the General Terms and Conditions of "Ecofleet CZ s.r.o." – Description of the Service

The service means the monitoring of mobile objects, the collection of data about their current location, altitude, speed and condition of inputs and outputs monitored. Data collected in this way are collected in the Provider's server and made accessible to the User through the Provider's website after logging in with the user name and password for the purpose of their further processing. In addition, the service means any other activities of the Provider specified in the current Price List or the offer of the services.

Archiving period

Archiving period means the period during which the Provider is obliged to store and archive data recorded and stored by the GPS monitoring system. The archiving period is calculated from the moment the GPS coordinates are recorded (when it was detected by the locator). After the expiration of the archiving period, the Provider is entitled to permanently delete the data even if the service lasts. If the archiving period is exceeded, the Provider will delete the older data, but will keep the stored data newer, which has not yet exceeded the archiving period. In the event of termination of the service for an individual monitored object, the Provider is entitled to delete all archived data for this object, including data stored during the archiving period. The User acknowledges that in case of expiration of the archiving period for all objects, or in case of termination of the service for an individual monitored object, it is not possible to demand the Provider to provide archived data and subsequently compensate in case of deletion from the GPS monitoring system. The user is therefore obliged to download data for his own use on an ongoing basis, and in the event of termination of the service for an individual object, he is obliged to download and back up data before the service for this object is terminated.

Unless the contracting parties agree otherwise in writing, the archiving period is 24 months.