

## **General Terms and Conditions for Vehicle Monitoring and Guard Services Provided by LEVEL, s.r.o.**

These General Terms and Conditions ("GTC") govern relations during the provision of services defined below by the trading company **LEVEL, s.r.o.**, ID No.: 474 69 374, based at Náchod, Plhovská 1997, 547 01, registered in the Commercial Register lodged with the Regional Court in Hradec Králové, Section C, File No. 2701, ("Provider"), to the service recipient ("Subscriber"), on the basis of the Vehicle Monitoring and Guard Agreement concluded in accordance with Act No. 89/2012 Coll., the Civil Code, and are binding for the contracting parties.

### **1. Subject of Agreement**

1.1. By signing this Agreement the Provider undertakes to provide the Subscriber with the services of the Positrex<sup>)))</sup> electronic monitoring system ("Positrex<sup>)))</sup> service") and the Subscriber undertakes to pay the Provider the agreed price for the services provided.

### **2. Positrex<sup>)))</sup> System**

2.1. The Positrex<sup>)))</sup> System means the set of technology and software that continuously collects information about an object's position and other parameters from that object and transmits that information to the central server, where the available data is projected to maps for the Subscriber and, where applicable, to central security dispatching, if the guard service is included in the Agreement, via a web application at the URL address [www.positrex.eu](http://www.positrex.eu) ("Positrex<sup>)))</sup> Web Application") or via mobile applications for mobile phones and tablets on iOS (Apple) and Android platforms.

### **3. Conclusion of Agreement**

3.1. The agreement between the Provider and the Subscriber may be concluded:

- a. in writing
- b. by the Subscriber registering for the services in the Positrex<sup>)))</sup> Web Application ([www.positrex.eu](http://www.positrex.eu)), at the instant the registration process is completed.

3.2. By signing this Agreement the Subscriber confirms that it is familiar with these GTC and the Services Price List and consents to both.

### **4. Conclusion of Agreement by consumer**

4.1. In the event that the Agreement is concluded by a Subscriber who is a consumer as defined by the law, registration for services in the Positrex<sup>)))</sup> Web Application also constitutes consent to the provision of services before the expiry of the 14-day statutory period enabling withdrawal from the Agreement. In such a case, if a Subscriber who is a consumer withdraws from the Agreement, the Provider has the right to claim payment for the services used prior to the Subscriber's withdrawal from the Agreement. By signing this Agreement the Subscriber who is a consumer confirms that it was issued with information adequately in advance before concluding the Agreement in accordance with the provisions of the Consumer Protection Act.

### **5. Content of Agreement**

5.1. The Agreement also always comprises these GTC, the Services Price List and the terms of the individual services, if such terms have been specially defined by the Provider. If there is any discrepancy between the terms in the individual documents, the provisions contained in the document take precedence in the following order (a) actual Agreement, (b) the terms of the individual services, if defined, (c) the Services Price List, (d) these GTC.

### **6. Changes to Agreement and service configuration**

6.1. Once concluded, the Agreement, including an Agreement in writing, may be changed by the Subscriber by the Subscriber telephoning or emailing the Provider's employees, who will enter the requisite changes into the Positrex<sup>)))</sup> Web Application. Any change made to the Agreement becomes effective the instant the electronic confirmation of the

change to the Agreement is sent. Previous earlier numbered Agreements thus cease to be valid.

### **7. Communication and password**

- 7.1. The Subscriber is aware of and agrees to the fact that it is obliged to communicate with the Provider via the contacts specified by the parties in the Agreement. In the event that the Provider is asked to provide a service via a telephone number other than the agreed number, the Provider is entitled to request the Subscriber's password, if the password has been activated by the Subscriber. The Provider is not obliged to provide the service if the password is not given. The password is also needed for communication via the Positrex<sup>)))</sup> Web Application ([www.positrex.eu](http://www.positrex.eu)) and for any changes to service configuration.
- 7.2. The Subscriber is obliged to keep its password secret and to protect it from disclosure and misuse, and is also obliged to protect telephone and email contacts from misuse. The Subscriber is liable for the disclosure or misuse of its password and/or telephone and email contacts. In the event of a security risk or if the Subscriber's password and/or telephone and email contacts are lost, the Subscriber is obliged to immediately contact the Provider and change them.
- 7.3. It is considered that the person who gives the agreed password when communicating with the Provider is the person authorised to change the service configuration and to negotiate changes to the Agreement on behalf of the Subscriber.

### **8. Access to service**

- 8.1. The Provider is obliged to provide access to the service it has pledged to provide within 10 calendar days of the conclusion of this Agreement, or from the change to this Agreement, unless specified otherwise.
- 8.2. If the Positrex<sup>)))</sup> service has been arranged, the Subscriber will also be informed of the access details for the Positrex<sup>)))</sup> System Web Application.
- 8.3. If the Subscriber is in arrears with the payment of a due receivable, the Provider is entitled to block the provision of the service, until the 10th (tenth) calendar day following the due payment of the receivable by the Subscriber. In such a case the Subscriber is not entitled to reimbursement of the price of the service.

### **9. Definition of subject of performance**

- 9.1. The vehicle/monitoring subject means a vehicle or other moving or static object registered with the Positrex<sup>)))</sup> electronic monitoring system and specified by an Agreement, or which has been registered with the Positrex<sup>)))</sup> electronic monitoring system as a result of changes to the configuration of services in the Positrex<sup>)))</sup> Web Application.
- 9.2. The subject of the Positrex<sup>)))</sup> monitoring service is access to the on-line localization of the object within the Czech Republic and/or the EU (depending on the service chosen) via the internet, including accompanying services, a precise list of which is specified in the Agreement.
- 9.3. The subject of the API Service is the provision of access to the Positrex<sup>)))</sup> system via the API (Application Programming Interface), via the protocols specified by the Provider's offer and the scope of the services agreed between the Subscriber and the Provider and the subsequent provision of the relevant access rights to the assigned API interface.

### **10. Rights and obligations of the contracting parties**

- 10.1. The Provider is entitled to temporarily suspend the provision of services, particularly due to necessary modifications and maintenance of those parts of the system that directly affect the provision of services in accordance with the GTC. If possible, the Provider will inform the Subscriber of such activities or other activities that will result in the provision of services being suspended adequately in advance.
- 10.2. If the Provider is aware of any facts that will require the provision of services to be suspended, it will notify the Subscriber in advance. This obligation does not apply to the facts specified in the provisions of Art. [10.7.](#), [12.7.](#) and [16.4.](#)
- 10.3. The Provider is not legally liable for the content of the API or for activities performed by the Subscriber through the benefits provided to it.

- 10.4. The Provider is not liable for any damages incurred by the Subscriber or third parties (including loss of earnings) due to an interruption in the provision of services, damage or loss of data, etc. – particularly:
- i. caused by force majeure (e.g. flood, fire, earthquake, war...), third parties (unless such parties act on the Provider's initiative), factors caused by third suppliers (e.g. long-term power outage, loss of telecommunications links, etc.),
  - ii. in the event that the services are unlawfully used or abused by third parties (this includes, among other things, situations where access to the system is obtained by exploiting weaknesses or errors that may occur in the Provider's services or equipment supplied by third parties),
  - iii. in the event that the Subscriber or its customers become obliged to pay any indirect, occasional, special, final or court- (arbitrator-) ordered indemnification, contractual penalty, redemption or sum for the termination of the Agreement, etc., in connection with the application of these GTC or the relevant Agreement.
  - iv. in the event that the Subscriber or its customers suffer any loss of profit, data or Subscriber usage options in connection with the application of these GTC or the relevant Agreement,
  - v. in the event that the Subscriber or its customers incur any liabilities, losses, costs or claims, including legal fees, in connection with or as a result of the operation or intended operation of any of the Subscriber's services or products sold through the Subscriber, its representatives, employees or agents.
  - vi. in the event of the facts specified in the provisions of [10.1.](#), [10.5.](#), [10.7.](#), [10.9.](#) and [12.7.](#)
- 10.5. The Provider is entitled to prevent the dissemination of data disseminated by the Subscriber contrary to these Rules. If serious circumstances so require (particularly the laws of the Czech Republic, any threat to system stability, etc.), if such data is stored in a webhosting service, the Provider has the right to delete such data, including all backups.
- 10.6. The Provider is not liable for damages incurred through the non-performance of the Subscriber's other obligations arising from the generally binding legislation.
- 10.7. The Provider reserves the right to immediately suspend the provision of services in the event of a breach of the GTC by the Subscriber.
- 10.8. For the purposes of setting up the services the Subscriber is obliged to submit complete and accurate information to the Provider. It is fully liable for all information stated during the registration process, including any and all consequences arising as a result of incorrect information being stated. The Subscriber is further obliged to ensure that data provided for the purpose of setting up the services is kept complete, up-to-date and accurate through the administration of the data in the client section. In the event that the information stated is not true and accurate, the Provider is entitled to suspend the provision of the services.
- 10.9. Unless the parties explicitly agree otherwise in writing, the Subscriber may not:  
use the Provider's services to store or transmit data the content of which is in violation of the applicable laws of the Czech Republic or the international treaties by which the Czech Republic is bound, or to publish links to such data,  
engage in activities that would place a disproportionate load on the network or other part of the system of the Provider or third parties,  
engage in activities that would in any way damage the interests or good reputation of third parties or the Provider,
- 10.10. The Subscriber using the Positrex<sup>)))</sup> service or other services relating to this service (e.g. API) is aware of and undertakes to comply with the following principles:  
Upon termination of the contractual relationship the Subscriber ceases to have the right to continue using the API interface in the Positrex<sup>)))</sup> system.  
The number of queries to the API is limited to 20 queries per minute. However, in the case of very large projects placing an excess load on the API servers, the individual agreement between the Subscriber and the Provider must be confirmed in writing in the form of an Addendum to the Agreement on the Provision of Electronic Monitoring

Services, also specifying the agreed price corresponding to the requisite number of queries and current applicable price list.

- 10.11. The Subscriber is obliged to protect its login details (passwords, etc.) to its system from abuse by third parties. In the event of the loss, theft or other violation of the right to use the access rights in question the Subscriber is obliged to immediately notify the Provider of this fact, in which case the Subscriber is liable for all use of the services until the notification is issued.
- 10.12. Upon failure to comply with the provisions of [10.9.](#), [10.10.](#) and [10.11.](#) the Subscriber is liable for all damages incurred as a result, including loss of earnings.

### **11. Guarantee of availability – SLA**

- 11.1. The Provider guarantees that the services will be continually operated on a monthly basis in accordance with the following conditions:  
the availability of the Positrex<sup>)))</sup> Web Application is at least 99.5 %; availability means that the web application is deemed functional assuming a functional connection between the workstation and the internet.
- 11.2. If the guaranteed parameters are exceeded, the Subscriber may claim a discount on a proportion of the monthly price of the service no later than within 1 month.
- 11.3. If the guaranteed parameters are exceeded by more than 48 hours, the Subscriber may claim exemption from one entire monthly fee no later than within 1 month.
- 11.4. The guarantee applies solely to failures or malfunctions demonstrably caused by the Provider. The Provider's monitoring is considered decisive. The Provider is not liable for failures caused by factors outside its server room (i.e. third-party failures en route to the Subscriber).
- 11.5. The guarantee of availability does not apply to cases of force majeure (e.g. flood, fire, earthquake, terrorist attack, war), third parties (unless such parties act on the Provider's initiative), factors caused by third suppliers (e.g. long-term power outage, loss of telecommunications links, etc.) or to the facts specified in the provisions of Art. 10.1., 10.5., 10.7., [12.7.](#) and [16.4.](#)

### **12. Price and payment conditions**

- 12.1. The price of the services is determined by agreement and is governed by the applicable Service Price List. The price of the services comprises a monthly lump sum ("monthly lump sum") as well as item prices for services used separately. The current Services Price List can be found at [www.positrex.eu](http://www.positrex.eu). Prices are agreed excluding VAT; VAT will be added to the price of the services at the rate determined in accordance with applicable legislation.
- 12.2. The price of the services is payable on the basis of an invoice – tax document. The invoice is issued for the volume of services used in the selected billing period. (the billing period for the separate guard service is one year.)
- 12.3. The price of services arranged or used separately (e.g. single SMS) will be charged to the Subscriber by the Provider once a month, if the Provider is entitled to claim payment for such services and if the total sum exceeds 200 CZK. The sum will be billed to the Subscriber in the calendar month following the month in which the Provider became entitled to claim that sum. If the entitlement to claim the price of services arranged or used separately does not exceed the sum specified above for the individual month, it will be billed as of the last day of the billing period.
- 12.4. The Provider will issue the invoice-tax document to the Subscriber within 14 calendar days from the conclusion of this Agreement. In the event that the Provider invoices for the services on a monthly basis, the invoice – tax document will be issued to the Subscriber in the month immediately following the conclusion of the Agreement. The Subscriber agrees to the invoice being delivered by electronic mail in accordance with Act No. 235/2004 Coll. on Value Added Tax. The email address for invoice-related communication is [fakturace@level.systems](mailto:fakturace@level.systems) or [helpdesk@level.systems](mailto:helpdesk@level.systems).
- 12.5. Unless the contracting parties agree otherwise, the invoices – tax documents issued by the Provider are payable within 14 calendar days. The subscriber undertakes to pay the invoiced sums by the due date. The invoice is considered paid on the day on which the relevant sum is credited to the Provider's account. In the event that the Subscriber requests that an invoice – tax document be sent in paper form, the Subscriber

- undertakes to pay the Provider the sum of 80 CZK excluding VAT for each individual invoice sent in paper form.
- 12.6.If the Subscriber is in arrears with the due and timely payment of an invoice, the Provider is entitled to claim statutory interest on arrears and the Provider may also claim reimbursement of all costs associated with recovering the receivable from the Subscriber.
- 12.7.The Provider is entitled to suspend the provision of services if a receivable is not paid by the due date. In such a case the Subscriber is notified by the Provider by e-mail. If the Subscriber is more than 14 days in arrears, the services provided to the Subscriber are subsequently suspended.
- 12.8.The Provider is also entitled to suspend the provision of services in cases when the Subscriber is in arrears with a payment for other services of the Provider.
- 12.9.The provision of services suspended on the basis of the provisions of Art. 12.7. may only be restored after all due payments have been made and after the Subscriber has requested that the services be restored.
- 12.10.If a payment has still not been made more than 30 calendar days after the due date, this fact is considered a serious breach of the terms of the Agreement.
- 12.11.The Subscriber consents to the fact that the Subscriber may be charged up to 500 CZK excluding VAT for the restoration of services repeatedly suspended due to a breach of the terms of the Agreement.
- 12.12.If the Subscriber is in arrears with any of the payments specified in the previous paragraphs, it is obliged to interest on arrears amounting to 0.1 % of the sum owed per day. The financial liability is considered fulfilled on the day the payment is credited to the Provider's account or the day on which a sum equivalent to the price is handed to the Provider in cash.
- 12.13.If the Provider is delayed in providing a service the Subscriber is entitled to claim a refund of a portion of the lump sum equivalent to the proportional amount for each day of delay. No other compensation (e.g. compensation for damages or lost profit) cannot be provided.
- 12.14.The Subscriber hereby explicitly declares that it does not meet and cannot meet the statutory prerequisites specified by Section 109 of Act No. 235/2004 Coll., on Value Added Tax, as amended ("VAT Act") obliging the Provider to become the guarantor for unpaid tax. The Subscriber is obliged to comply with its tax obligations arising in relation to this Agreement in a due and timely manner. The Subscriber is obliged to notify the Provider without undue delay of any circumstances that could render the Subscriber unable to fulfil its tax obligations stipulated by the VAT Act, as well as the risk or potential risk of tax arrears in relation to the VAT Act on the part of the Subscriber. The Subscriber is also obliged to inform the Provider as soon as possible if:
- (i) the tax administrator has initiated proceedings on the issue of a decision declaring the Subscriber an unreliable taxpayer as defined by Section 106a of the VAT Act;
  - (ii) the tax administrator has issued a decision declaring the Subscriber an unreliable tax administrator as defined by Section 106a of the VAT Act.

### **13. SIM card**

- 13.1.Under the Agreement the Subscriber is provided with a SIM card as part of the service. This SIM card is inserted either in a removable way or by fixed installation in the communication unit and is the property of the Provider. The Subscriber is not entitled to manipulate the SIM card in any way during the term of the contract. If the SIM card is inserted in the communication unit in a removable manner, the Subscriber is obliged to remove the SIM card and return it undamaged to the Provider no later than on the day of termination of the contract, whereby the obligation to return the SIM card is deemed to be fulfilled by sending it by post on the last day of the return period. If the SIM card in the communication unit is not removable, the Provider shall deactivate such card no later than on the day of termination of the Contract, the Customer shall not return such card. The Customer is aware of the specific type of card used in the unit by the text on the invoice for the GPS unit.
- 13.2.In the event of any unauthorised tampering with the SIM card and/or if the Subscriber fails to comply with its obligation to return the SIM card to the Provider, the Provider has the right to claim a lump sum (contractual penalty) as compensation from the Subscriber

amounting to 350 CZK. Payment of the contractual penalty does not affect the right to compensation for damaged incurred by the Provider as a result of the unauthorised tampering with the SIM card, including damages exceeding the amount of the contractual penalty paid.

13.3. The provisions of this article of the GTC do not apply if the services are provided by the Provider using the Subscriber's own SIM.

#### **14. Inspection of communication units – troubleshooting**

14.1. The Subscriber is liable for protecting the communication unit against damage, including unauthorised tampering, and for the power supply to the communication unit. In the event of a discrepancy or suspected discrepancy the Subscriber is obliged to contact the Provider's dispatching and, if instructed to do so by dispatching, to bring the vehicle to the establishment in which the communication unit was installed in the vehicle, at its own expense and risk, for the purposes of an inspection or to rectify the discrepancy. The Subscriber also is obliged to bring the vehicle in at its own expense and risk if a discrepancy is detected by the Provider to enable the discrepancy to be rectified.

#### **15. Liability of Provider**

15.1. The Subscriber is aware that the services provided by the Provider under this Agreement make property more secure against unauthorised tampering, help to prevent crime and, if a crime is committed, help to reveal it and mitigate its consequences. The Provider cannot and does not bear any liability for damages caused to the Subscriber or third parties as a result of any unauthorised infringement of their rights by the perpetrators of crimes or third parties unlawfully acting against the rights of the Subscriber or third parties. In particular the Provider is not liable for damages incurred by the Subscriber or third parties as a result of any failure to locate the vehicle.

15.2. The Subscriber is obliged to immediately notify the Provider of any changes to its identification, invoicing or contact details that could affect the provision of services under the Agreement.

#### **16. Duration of Agreement**

16.1. This Agreement is concluded for an unlimited period, unless the Agreement specifies otherwise. Either party may withdraw from this Agreement concluded for an unlimited period by issuing written notice with a notice period of 30 calendar days, which commences on the first day of the calendar month following the calendar month in which the notice is delivered to the other contracting party.

16.2. In the event that the separate Positrex<sup>)))</sup> guarding service is used, this Agreement is concluded for an unlimited period with the option to terminate the Agreement as of the last day of every month for which the Agreement is valid; the written notice of termination must be delivered to the other contracting party no later than one month before that date.

16.3. Either party may withdraw from the Agreement in the event of a gross breach of the Agreement by the other contracting party. A gross breach of the Agreement particularly, although not exclusively, means cases where the Subscriber fails to pay for a service by the due date, the Subscriber commits a gross breach of an obligation stipulated by the Agreement, or if insolvency proceedings are initiated against the Subscriber, the Subscriber is declared bankrupt or the Subscriber goes into liquidation.

16.4. The Provider is entitled to withdraw from the Agreement effective immediately in the event of a gross breach of the terms of the Agreement by the Subscriber, particularly in the cases specified in the provisions of Art. [10.9.](#), [10.10.](#), [10.11.](#) and [12.10.](#)

16.5. The facts specified in the provisions of Art. [10.1.](#), [10.2.](#), [10.4.](#), [10.5.](#) and [10.7.](#) do not render the Provider in arrears with the performance of its obligations.

#### **17. Delivery**

17.1. Documents to be delivered in paper form ("Correspondence") will be delivered to the delivery address specified for the other party adequately in advance. Correspondence is considered delivered the moment it is received by the other contracting party. Correspondence is also considered delivered the moment the addressee refuses to take delivery of the Correspondence or on the tenth day after the Correspondence was

posted, in the event that the addressee is not present at the delivery address and is not aware that the relevant Correspondence has been sent. If a consignment containing Correspondence is returned as undeliverable (e.g. with a note that the addressee does not reside, is not present or is not based at the address, is unknown or has moved out without giving a new address) it is considered that the relevant Correspondence is delivered on the date the consignment is returned, regardless of whether the addressee was or could have been aware of the consignment.

17.2. The contracting parties further undertake to inform the other contracting party of any change in their contract details without undue delay (tel., e-mail, delivery address, etc.).

## 18. Protection of personal data

18.1. The Provider's activities are governed by Directive EU 2016/679 (General Data Protection Regulation) of 27 April 2016 (GDPR), and the Provider undertakes to treat all personal data disclosed by the Subscriber as confidential, to use it solely for the fulfilment of the Agreement, and to refrain from publishing or providing such information to third parties, with the exception of cases where the provision of such information is essential for the fulfilment of the Agreement. By signing this Agreement the Subscriber grants the Provider its consent to allow its personal data to be processed in the Provider's databases. The Subscriber has the right to access, correct or supplement its personal data and, after this Agreement ceases to be effective, also the right to have its personal data deleted from the Provider's systems to the extent enabled by the applicable legislation.

18.2. The User declares that it is aware of the fact that, during the fulfilment of its obligations under the Agreement the Provider continually localizes the vehicle and records those locations. The User consents to this without reservation or objection and, by signing the Agreement, declares that it does not consider this fact to constitute an infringement of its personal or other rights. The User is obliged to state this fact to third parties whom it enables to use the vehicle and, if required by special legislation, is obliged to request the consent of such persons.

18.3. The User consents to the fact that the personal data it has provided or provides for the fulfilment of the Agreement may be processed by the Provider and stored to the extent necessary for the purposes of the Agreement. By signing the Agreement the User confirms that it has been informed, pursuant to Art. 6 and 7 of Directive EU 2016/679 (General Data Protection Regulation) of 27 April 2016, that the provision of personal data is voluntary and that its consent may be revoked at any time.

## 19. Final provisions

19.1. Contractual relations between the Provider and the Subscriber are governed by the provisions of Act No. 89/2012 Coll., Civil Code.

19.2. The Provider reserves the right to change these GTC, due to major changes resulting from an amendment to the legislation or technological changes that have a fundamental impact on the provision of services under the Agreement. However, in the event of such a unilateral change the Subscriber has the right to issue notice of withdrawal from the Agreement within 30 days of the change being announced. In the event that no such notice is issued, it is considered that the Subscriber has consented to the change to the GTC.

19.3. The current wording of these GTC is published on the Provider's website. Any changes to these GTC must be made in writing.

19.4. In accordance with the provisions of Section 1752 (1) of Act No. 89/2012 Coll., the Civil Code, as amended, the Provider has the right to unilaterally change the wording of these GTC. It will inform Subscribers of such a change via its website and will also send notification of the change to the GTC to the Subscriber's invoicing email as registered in the Positrex<sup>)))</sup> Web Application. In the event that Subscriber does not consent to the new wording of the GTC, the notice period specified in Art. [16.1.](#) of these GTC is shortened to 14 calendar days.

19.5. By paying the fee on the basis of the accounting document issued after the change to the wording of the GTC, the Subscriber consents to the new wording of the GTC.

19.6. The Subscriber declares that it is thoroughly familiar with the technical information published by the Provider on the Provider's websites at [www.positrex.eu](http://www.positrex.eu) and [www.positrex.com](http://www.positrex.com).

19.7. These GTC establish and specify the contractual relationship between the contracting parties and form an integral part of the Agreement, if such an agreement has been signed (in accordance with the provisions of Art. [3.1.](#) of the GTC).

19.8. These GTC have been drawn up in accordance with the applicable laws and other legislation of the Czech Republic.

These GTC are valid and effective from 01 September 2024 and fully supersede all previously published GTC relating to the provision of electronic monitoring services by the Provider.