

The general standard terms of PAOLI trade s.r.o. for the provision of the M2M (M2M VSPP) service, including the modification of the conditions for the processing of personal, identification, operational and location data

1. Terms used:

Company - PAOLI trade s.r.o. company, ID No. : 02646790, with registered office at Čkoslovesnkého exilu 1888/4, 14300 Praha 4, registered in the Commercial Register maintained by the Municipal Court in Prague sp. C 262433

Customer - a natural or legal person who enters into a service agreement with the Company.

2. Introductory provisions:

2.1. The Company provides customers with prepaid publicly available electronic communications services, namely M2M services as defined by the GSM Association. The Company provides Services under the Framework Agreement on Terms of Service and Individual Orders. The Scope of Services is specified in the Services Configurator, which is published on the Company's website.

2.2. Services are provided on the basis of M2M SIM cards purchased by the Customer at the Company. Each M2M SIM card is associated with a so-called communication plan that defines which services and networks are available in connection with the use of a particular SIM card. Each communication plan is assigned a specific tariff set for territorial price zones, depending on the amount of data transferred, text messages (SMS), voice calls, or Circuit Switched Data (CSD) data transmission.

3. Rights and Obligations of the Parties

3.1. The Company undertakes to provide the Services in such a way that the Customer's requirements are duly and timely satisfied in accordance with these terms and conditions. The Company undertakes to remedy the deficiencies on the Company's facilities as soon as possible, no later than within 5 calendar days of their notification, whenever technically possible. The Customer is entitled to report defects in the Customer Support Center of the Company through a customer telephone line or e-mail posted on the Company's website

3.2. The Company is authorized to provide for the provision of Services limits, in particular financial and volume, which will generally apply to a certain period of time. The Company is authorized to introduce additional ways of protecting the Services if it is to the benefit of Customers.

3.3. Availability of Services is technically conditioned by the occurrence of a radio signal. Where there is no radio signal, Services are not available. The company is not responsible for the quality of the Transmission of Services in the networks of individual operators.

3.4. The Company is entitled to prevent the dissemination of data that is disseminated by Customer in violation of the Terms of Service, the Czech legislation or good morals, by preventing access to the Services provided by the Company. The Company is also entitled to prevent the Customer from accessing websites whose content is illegal or contrary to good manners.

3.5. For security reasons, the Company is authorized to change, suspend, or revoke the Customer's access codes (password, PIN, PUK, etc.) within the Services, but is required to inform the Customer within a reasonable time in advance.

3.6. The Customer is entitled to properly use the Services in accordance with the Terms of Service and the Czech legislation, but may not sell them to third parties. The Customer is also entitled to contact the Company for failure reporting and complaints. The Customer has the right to request the Company to disclose information about the Services that the Company provides to the Customer, their setting, the amount of the amount owed, etc. and the Company is obliged to provide such information after the Customer has fulfilled the conditions of its identification set by the Company.

3.7. The customer is obliged to protect the SIM card by PIN code, to secure the PIN and PUK codes before accessing third parties, not to make changes to the Company's facilities or on the SIM card, or to interfere with them, is obliged to use the Services only in authorized ways in accordance with the written instructions.

3.8. The Customer is obliged to pay the price for the Services provided in due and timely manner. Prices for services and their method of payment are set out in the Price List published on the Company's website.

3.9. The Company maintains a Customers' database containing Personal and Customer Information, and processes the service and location data associated with the provision of the Services. The data are processed solely for the purposes of the Service for the Provision of Services to Customers and are not passed on to third parties, but may be used for business or other communications to the Customer. More detailed data on the processing of personal data is provided in the Personal Data Processing Agreement on the Company's website.

3.10. The Company is required to provide technical and organizational protection to Customer's personal, operational, and location data, notably to allow wiretapping, storing or otherwise capturing or tracking messages by persons other than Customers. The Company is obliged to provide the Customer, at its request, free of charge with the operational and location data available to it, but only to those persons identified by the Customer as eligible to act with the Company, and the Company is duly substantiated in the application.

3.11. The Company is required to store the Operational and Location Data for Customers for 6 months. Operational data is required by the Company to store the price for as long as the billing can be challenged or the payment is recovered. Thereafter, the Company undertakes to destroy both operational and locational data or make them anonymous.

4. Complaints

4.1. The Company undertakes to allow the Customer to submit complaints and to report failures of the Services provided, in which case the Company has the right to verify that the failure is not at the customer's terminal equipment.

4.2. The Customer is entitled to claim the Service provided or a defective billing of the Service within 2 months from the date of the provision of such Service. Complaints must be made in writing and delivered to the Company.

4.3. The Company is required to process the claim without undue delay, no later than one month after the receipt of the claim. If the complaint is required to co-operate with a foreign operator, the Company is obliged to handle the claim within 2 months of receipt of the complaint and within that time limit the Customer informs the complainant of the complaint.

4.4. If the claim is acknowledged as legitimate, the Company shall return the amount paid to the Claimed Service or the wrongly charged amount within one month of settling the claim.

5. Limitation, interruption, termination of provision of Services

5.1. The Company is authorized to restrict or interrupt the provision of the Services for a period of time, for technical or operational reasons, in particular for the maintenance of the technical and software resources through which the Services are provided, as well as for the damage or destruction of the telecommunication equipment, in the event that he / she is obliged to do so on the basis of a legal regulation or a decision of the administrative authority of the Czech Republic, and if there is a reasonable suspicion that the Customer or a third party through the terminal equipment of the Customer abuses the Services or uses it in a way that is contrary to the rules of their use whether it may endanger or prejudice the rights of third parties or in the manner specified in Article 3.4 of this Agreement. The Company is authorized to investigate such misuse or misuse of the Services. The Company will also discontinue the provision of the Services in the event of the Customer Service's limit being exceeded.

5.2. The Company is entitled to restrict or discontinue the provision of the Services if the Customer, despite notice, violates statutory or contractual terms, for example, is in delay with payment for the Services even after the expiration of the period of 1 week from receipt of a warning that it is in default or uses equipment not meeting applicable standards for mobile network traffic. If the Customer removes a defective condition within a period to be provided by the Company in the notice, the Company shall resume the provision of the Service. If the Customer fails to remedy the defective condition within the time limit, the Company may prevent the Customer from accessing the Service in the event of a delay in paying 3 accounts of a Service by preventing access to the Service in the event of repeated delays by terminating some or all of the concluded contracts.

6. Change and Cancellation of the Service

6.1. Customer is entitled to request a change of Service, namely:

a) In the event of a new Service being entered into by filling in the Electronic Order of Services, the text of which is on the Company's website,

b) in case of change of the existing Service by a written request sent to the Company electronically. The application must be sufficiently specific and must comply with the terms of the Services provided by the Company's offer on its website.

6.2. The company will either approve or reject a change request within 5 business days of receiving it. If a change is made to the Service before the Customer's credit for the Service is exhausted, the undrawn credit is not refunded, unless otherwise agreed by the parties.

6.3. The Customer is entitled to terminate the Service if it is not provided under the terms of the Contract, even after a reasonable period of time has elapsed since the Customer has been notified of the Company's misconduct.

7. Liability and damages

7.1. Customer is liable to pay the Company damages caused by breach of its obligations under the terms and conditions.

7.2. The Customer is responsible for misuse of the Company, the SIM card, the PIN or PUK code, or the telecommunications terminal equipment of the Company and for any damages resulting therefrom.

8. Delivery

8.1. Both the Company and the Customer will communicate with each other in electronic form to the e-mail addresses listed on the Company's Web site, respectively. in the agreement between the Customer and the Company. Messages are deemed to have arrived at the moment they are acknowledged, but no later than the third day after they are sent.

9. Change in Terms of Service

9.1. The current wording of these terms and conditions is published on the Company's website. The Company is authorized to unilaterally update and modify these M2M VSPPs, respectively. The Services Configurator, respectively. Pricelist of the Services, and undertakes to notify the Customer of any update or change without undue delay and publish it on its website at least 1 month before this update or change takes effect. These changes are authorized by the Company in particular in the event of changes in legislation, the introduction of new services and technologies, or changes in market conditions.

9.2. In the event that the Customer does not agree to change the terms and conditions, he is entitled to terminate the Framework Agreement as well as individual contracts as of the effective date of the new terms and conditions by written notice sent to the Company at least 1 week before the new terms become effective.

10. Final provisions

10.1. Legal relationships between the Company and the Customer are governed by the Framework Agreement, the Services Configurator, the Pricelist, and these M2M VSPPs.

10.2. Legal relationships between the Company and the Customer are governed by the laws of the Czech Republic, in particular Civil Code No. 89/2012 Coll., As amended, and the Act on Electronic Communications No. 127/2005 Coll., As amended.

11. Efficiency

11.1. These M2M VSPPs come into effect on 1.9. 2017