

Trgovačko društvo **CVS Mobile d.o.o.**, Jankomir 25, 10090 Zagreb (u nastavku i **ponuđač sustava CVS Mobile ili ponuđač**), dana 17.9.2018. izdalo je sljedeće

Opće uvjete za korištenje usluge cvs mobile

OPĆE ODREDBE

1. član
Ovi opći uvjeti uređuju pružanje usluga CVS Mobile pretplatnicima.

DEFINIRANJE POJMOVA

2. član
Sustav CVS Mobile je sustav za praćenje, komunikaciju i upravljanje voznim parkom. Sustav se sastoji od programske i strojne opreme.
Usluga CVS Mobile je usluga koja pretplatniku omogućuje centralni nadzor voznog parka i komunikaciju s vozilima pomoću mobilne mreže koju nudi ponuđač.
Pretplatnik je korisnik usluge CVS Mobile, koji ima sklopljen pretplatnički ugovor za korištenje usluge CVS Mobile za barem jednu instalaciju GPS/GSM modema.
Mobilna mreža je bežična telekomunikacijska mreža koja omogućuje podatkovne i govorne veze između korisnika radio terminalne opreme unutar odgovarajuće mobilne mreže, kao i s drugim telekomunikacijskim mrežama.
Koncesionar je pravna osoba koje izvodi pravnu i stvarnu kontrolu cjelokupnih funkcija koje su potrebne za osiguravanje usluga mobilne mreže.
Usluge mobilne mreže su uspostavljanje govornih veza, prijenos podataka i druge tehničke i komercijalne usluge koje omogućuje mobilna mreža i pruža ih koncesionar.
SIM – Subscriber Identity Module (SIM kartica) je kartica s upisanim korisnikovim kodom, koja omogućuje priključivanje na mobilnu mrežu i identifikira korisnika mobilne mreže. U slučaju usluge CVS Mobile, pretplatnička kartica je vlasništvo ponuđača.
Centralna baza podataka je računalni centar kojem pristupa pretplatnik korištenjem posebne aplikacije i omogućuje naručitelju grafički pregled položaja vozila na digitalnim mapama, pregled rada vozila, slanje i primanje izvještaja, analiziranje prethodnih ruta, izradu različitih izvještaja itd.
Oprema je sva strojna i programska oprema koju ponuđač ugrađuje u vozila i uvjet je za uspješan rad usluge CVS Mobile. Opremom se smatra aplikacija CVS Mobile WEB, GPS/GPRS modem, komunikacijski terminal, navigacijski terminal, interfejsi, senzori, prekidači, kabeli za povezivanje itd., iako se ne ograničava samo na navedeno.
GPS/GSM modem je jedinica koja se sastoji od GPS/GPRS modula, SIM kartice i antene za prijam satelitskog i prijenos radio-signala.
Komunikacijski terminal je jedinica koja omogućuje uspostavljanje komunikacije do svakog pojedinačnog vozila odn. pretplatnika gdje radi aplikacija CVS MOBILE WEB
Navigacijski terminal je jedinica koja omogućuje uspostavljanje komunikacije do svakog pojedinačnog vozila odn. pretplatnika gdje radi aplikacija; a dodatno omogućuje i navigaciju.
GPS (Global positioning system) je sustav za određivanje geolokacije pomoću satelitskog signala.
Pretplata je dogovorena cijena za korištenje usluge CVS Mobile.
Zakup je dogovorena cijena za strojnu opremu usluge CVS Mobile.
Pretplatnički ugovor je ugovor između ponuđača i pretplatnika kao krajnjeg korisnika, kojim se sklapa pretplatnički odnos za korištenje usluge CVS Mobile. Njegov sastavni dio su i ovi opći uvjeti i cjenik usluga ponuđača. Pretplatnički odnos nastaje sklapanjem pretplatničkog ugovora. Pretplatnički ugovor se sklapa u pisanoj formi te se tiska na prethodno otisnutom obrascu, a eventualni usmeni dogovori nisu važeći.

3. član
Odnos između ponuđača i pretplatnika uređuje, osim važećeg zakonodavstva, i pretplatnički ugovor čiji sastavni dio čine i ovi opći uvjeti, upute za upotrebu i važeći cijenici usluga koji sadrže popis važećih cijena usluga. Ove opće uvjete mogu dopuniti posebni dogovori ugovornih strana, koji ugovorne strane obvezuju jednako kao i ovi opći uvjeti. Ukoliko opći uvjeti i posebni dogovori nisu usklađeni, važe posebni dogovori. Tokom pretplatničkog odnosa može se ugraditi i dodatna oprema i/ili osigurati dodatne usluge CVS Mobile i na temelju potpisanog zapisnika o montaži ili drugog pisanog dokumenta, bez potrebe za sklapanjem novog pretplatničkog ugovora.

Za korištenje usluga mobilne mreže važe, osim odredbi ovih općih uvjeta, i opći uvjeti koncesionara mobilne mreže koji brine o povezanosti vozila s Centralnom bazom podataka ukoliko ih ovi opći uvjeti ne isključuju.

Pretplatnik prilikom instalacije aplikacije CVS MOBILE WEB potvrđuje da je saglasan s uvjetima za krajnjeg korisnika (End-Users Terms) s obzirom na upotrebu licenciranih podataka GOOGLE MAPS i licenciranu programsku opremu. Ovom potvrdom uvjeti za krajnjeg korisnika postaju sastavni dio općih uvjeta za korištenje usluge CVS Mobile.

The company CVS Mobile d.o.o., Jankomir 25, 10090 Zagreb (hereinafter referred to as: the CVS Mobile System Provider, or the Provider), on September 17, 2018 issued the following

General Terms and Conditions for Using the CVS Mobile Service

GENERAL PROVISIONS

Article 1
These General Terms and Conditions govern the provision of CVS Mobile Services to Subscribers.

DEFINITION OF TERMS

Article 2
CVS Mobile System is a vehicle fleet tracking, communications and management system. The system comprises software and hardware equipment.
CVS Mobile Service is a service that enables the Subscriber central control over the vehicle fleet and communication with vehicles via a mobile network provided by the Provider.
Subscriber is the user of the CVS Mobile service, who has entered into the CVS Mobile Service Subscription Agreement for at least one installation of a GPS/GSM modem.
Mobile network is a wireless telecommunications network that enables data interchange and voice communication between the user of the radio terminal equipment both within the corresponding mobile network and with other telecommunication networks.
Concessionaire is a legal entity which performs legal and real control of all the functions necessary for providing mobile network Services. **Mobile network services** are the establishment of voice connections, data transfer and other technical and commercial Services enabled by the mobile network and provided by the concessionaire.
SIM – Subscriber Identity Module (SIM card) is the card inscribed with the user's code, which enables connection to the mobile network and identifies the mobile network user. In the case of the CVS Mobile service, the Subscriber's card remains under the ownership of the Provider.
Central Database is a computer centre which the Subscriber accesses via a special application, and which enables the subscriber a graphic view of the position of vehicles on digital maps, view of the operation of vehicles, to send and receive reports, analyse previous routes, prepare various reports, etc.
Equipment is any hardware and software equipment the Provider installs in vehicles, which is a prerequisite for the successful operation of the CVS Mobile service. CVS Mobile WEB, GPS/GPRS modem, a communication terminal, a navigation terminal, interfaces, sensors, switches, connection cables, etc. are all considered equipment, though it is not limited to the above.
GPS/GSM modem is a unit consisting of a GPS/GPRS module, a SIM card and an antenna for the receipt of the satellite signal and transmission of the radio signal.
Communication Terminal is a unit that enables the establishment of communications with every individual vehicle, or Subscriber where the CVS MOBILE WEB application is running.
Navigation Terminal is a unit that enables the establishment of communications with every individual vehicle, or every Subscriber where the application is running; and additionally, it enables navigation.
GPS (Global Positioning System) is a system for determining geolocation via a satellite signal.
Subscription fee is the price agreed for the use of the CVS Mobile service.
Lease is the price agreed for the hardware equipment required for the CVS Mobile service.
Subscription agreement is an agreement between the Provider and the Subscriber as the end user establishing a subscription for the use of the CVS Mobile service. These General Terms and Conditions and the Service price list are an integral part thereof. The subscription is created by entering into a subscription agreement. The subscription agreement is concluded in writing on a pre-printed template, and any verbal agreements are not valid.

Article 3
The relation between the Provider and the Subscriber, besides applicable legislation, is governed by a subscription agreement, an integral part of which are these General Terms and Conditions, Instructions for Use and valid price lists for Services, which contain a list of valid prices for Services. These General Terms and Conditions may be supplemented by special agreements between the contracting parties and, as a rule, they are as binding as the General Terms and Conditions. If the General Terms and Conditions are not harmonised, special agreements shall apply. During the subscription, additional equipment can be installed and/or additional Services can be provided by CVS Mobile based on a signed record of installation or other written document, without having to enter into a new subscription agreement.

In addition to provisions of these General Terms and Conditions, the General Conditions of the concessionaire of the mobile network who deals with the connection of vehicles with the Central Database shall also apply for the use of the mobile network Services, unless the latter are excluded by these General Terms and Conditions.

4. član

Za pristup Centralnoj bazi podataka koristi se za to posebno namijenjena aplikacija CVS Mobile WEB, koju pretplatniku na početku pretplatničkog ugovora dostavlja i instalira ponuđač.

Ponuđač će pretplatnika obavještavati o novim uslugama koje sustav omogućuje, o novim paketima, izmjenama paketa, o cijenama i izmjenama cijena usluga, kao i o zemljama u kojima je funkcionalnost usluge CVS Mobile na raspolaganju preko internet adrese: <http://www.cvs-mobile.hr>.

Ponuđač će osiguravati uslugu CVS Mobile, koja se zasniva na tehnologiji prijenosa GPRS ili drugih odgovarajućih načina prijenosa podataka, sve dok takav prijenos bude osiguravao koncesionar ili dok takav prijenos bude tehnički moguć i opravdan. Ukoliko koncesionar trajno prestane osiguravati prijenos ili takav prijenos više ne bude tehnički moguć i opravdan, ponuđač može bez obveza po vlastitoj procjeni odustati od pretplatničkog ugovora ili osigurati prijenos preko drugog koncesionara.

Pretplatnik je za korištenje usluge CVS Mobile dužan o vlastitom trošku pribaviti odgovarajuću internetsku vezu. Minimalna brzina internetske veze za odgovarajući odziv sustava je 64 kb/s (jedan ISDN kanal) ili brža i računalo s internet pretraživačem.

Pretplatnik ne smije koristiti SIM karticu koja je integrirana u GPS/GSM modeme ili drugu opremu u nekom drugom terminalu ili za drugu svrhu osim one koja je određena u pretplatničkom ugovoru. Pretplatnik ne smije prodati opremu ili je na drugi način prosljediti trećim osobama, niti im omogućiti njezino korištenje i to bez obzira na to je li pretplatnik opremu kupio ili samo unajmio niti nakon prestanka pretplatničkog odnosa, osim ukoliko je za to prethodno dobio izričitu pisanu suglasnost ponuđača.

Sva prava intelektualnog vlasništva za obavljanje usluge CVS Mobile i na opremi su u vlasništvu ponuđača. Pretplatnik pretplatničkim odnosom ne stječe nikakva prava na ova prava intelektualnog vlasništva, osim prava korištenja koja su izričito navedena u pretplatničkom ugovoru i ovim općim uvjetima.

POČETAK PRETPLATNIČKOG ODNOSA

5. član

Pretplatnički odnos za korištenje CVS Mobile nastaje sklapanjem pretplatničkog ugovora i počinje važiti posebno za svako vozilo od trenutka uključivanja vozila u sustav CVS Mobile, što potvrđuje pretplatnik potpisivanjem radnog naloga. Trenutak uključivanja vozila u sustav označava i početak trajanja pretplatničkog odnosa određenog pretplatničkim ugovorom. Na njega se nadovezuju sva prava i obveze iz pretplatničkog ugovora i ovih općih uvjeta.

U pretplatničkom ugovoru strane između ostalog određuju paket usluga (praćenje unutar Republike Hrvatske i u inozemstvu), kao i funkcionalnosti paketa (praćenje ili praćenje i komunikacija ili praćenje s komunikacijom i telemetrijom itd.) i/ili se oprema iznajmljuje ili je pretplatnik kupuje. U pretplatničkom ugovoru se određuje i trajanje pretplatničkog odnosa.

Podaci koje pretplatnik navede u pretplatničkom ugovoru moraju biti realni, točni i potpuni, jer je u suprotnom pretplatnik materijalno odgovoran.

ZAKUPNINA I PRETPLATA

6. član

Cijene kupovine i unajmljivanja ponuđačeve opreme i visina pretplate ponuđačevih usluga su definirane u cjeniku koji je sastavni dio pretplatničkog ugovora između ponuđača i pretplatnika.

Ponuđač će izdati račun za usluge prema ovom ugovoru do svakog posljednjeg dana u mjesecu za tekući mjesec. Rok plaćanja za ugovorne usluge je 15 dana od datuma izdavanja računa. Kupovnu cijenu za plaćanje opreme u slučaju da je pretplatnik kupuje, pretplatnik je dužan platiti u roku od osam dana od montaže opreme u vozila, osim ako se s ponuđačem ne dogovori drukčije. Mjesečna pretplata predstavlja fiksni mjesečni paušal.

Ponuđač zadržava pravo na izmjenu pretplate na usluge CVS Mobile i na izmjenu cijena zakupa i zakupa ponuđačeve opreme. Ponuđač će o izmjenama cijena pravovremeno obavijestiti naručitelja, barem mjesec dana prije početka važenja novih cijena.

7. član

Pretplata se obračunava na sljedeći način:

- pretplata se obračunava za tekući mjesec,
- za novo priključivanje vozila u sustav pretplata se obračunava od datuma

During the installation of the CVS MOBILE WEB application, the Subscriber acknowledges that he accepts the End-User Terms with relation to the use of licensed data GOOGLE MAPS and licensed software. With this acceptance, the End-Users Terms become an integral part of the General Terms and Conditions for the use of the CVS Mobile Service.

Article 4

To access the Central Database, the Subscriber shall use a special purpose application, CVS Mobile WEB, delivered to and installed at the Subscriber at the beginning of the subscription agreement by the Provider.

The Provider shall notify the Subscriber about any new services enabled by the system, new packages, modifications to packages, prices and changes in Service prices, as well as about countries where the functionality of the CVS Mobile Service is available via the website: <http://www.cvs-mobile.hr>. The Provider shall provide the CVS Mobile Service, which is based on GPRS transmission technology or other appropriate data transfer methods, until such transmission is provided by the concessionaire. If the concessionaire permanently ceases to provide transmission, the Provider can, without any obligations and at its own discretion, withdraw from the subscription agreement or provide transmission through another concessionaire.

To use the CVS Mobile Service, the Subscriber undertakes to procure an appropriate Internet connection at his own expense. The minimum speed of the Internet connection for the corresponding system response is 64 kb/s (one ISDN channel) or faster, and a computer with an Internet search engine.

The Subscriber shall not use a SIM card, which is integrated in the GPS/GSM modems or other equipment, in another terminal or for purposes other than those specified in the subscription agreement. The Subscriber shall not sell the equipment to third parties or mediate in its acquisition by them in any other way, and shall not enable its use, regardless of whether the Subscriber has bought or has only leased the equipment, even after the cessation of the subscription, unless he has gained the prior explicit written consent of the Provider.

All rights related to the intellectual property for providing the CVS Mobile Service and to the equipment are under the ownership of the Provider. The subscription shall not enable the Subscriber to acquire any rights to this intellectual property, except for the rights to use which are expressly specified in the subscription agreement and these General Terms and Conditions.

START OF THE SUBSCRIPTION

Article 5

The subscription for using CVS Mobile is created by entering into a subscription agreement and shall come into effect for each individual vehicle separately at the moment of inclusion of the vehicle into the CVS Mobile system, which the Subscriber acknowledges by signing the work order. The moment of the inclusion of the vehicle in the system shall also denote the start of the duration of the subscription established by the subscription agreement. Any rights and obligations arising from the subscription agreement and these Terms and Conditions are linked thereto.

The parties to the subscription agreement inter alia specify the Service package (tracking within the Republic of Slovenia and abroad), as well as the functionality of the package (tracking or tracking and communication or tracking with communication and telemetry, etc.) and/or whether the equipment is leased or bought. The subscription agreement also specifies the duration of the subscription.

Information given in the subscription agreement by the Subscriber must be realistic, accurate and complete, otherwise the Subscriber shall be subject to substantial liability.

LEASE AND SUBSCRIPTION

Article 6

The price for the purchase or leasing of the Provider's equipment and the level of the fee for the Provider's services are specified in the price list, which is an integral part of the subscription agreement between the Provider and the Subscriber.

The Provider shall deliver an invoice for the services under this agreement each last day of month for the current month. The payment term for the agreed services shall be fifteen day from the date of the invoice. The purchase price for the payment of the equipment, if the Subscriber purchases it, shall be paid by the Subscriber within eight days following the date of the installation of the equipment into the vehicles, if not otherwise agreed with the Service Provider.

The monthly fee is the fixed monthly lump sum.

The Service Provider reserves the right to change the fee for the CVS Mobile service, and to change the price for the lease and the lease of the Provider's equipment. The Service Provider shall notify the Subscriber about the change in prices in a timely manner, at least one month prior to the effective date of new prices.

Article 7

The subscription fee shall be calculated in the following manner:

- the subscription fee is calculated for the current month,

uključivanja do posljednjeg dana mjeseca na sljedeći način: (pretplata/30 dana x dani korištenja = iznos djelomične pretplate).

Pretplatnik je dužan podmiriti i sve troškove (pretplatu), koji su nastali zbog korištenja CVS Mobile od strane treće osobe.

Pretplatnik je dužan prema ponuđaču podmiriti sve troškove naplate duga njegovih dospjelih obveza.

MONTAŽA, PREMONTAŽA I DEMONTAŽA

8. član

Oprema će se ugrađivati u vozila pretplatnika prema naknadno dogovorenoj dinamici.

9. član

Montažu, premontažu i demontažu opreme mogu izvoditi samo ovlaštteni servisi ponuđača.

Montaža, premontaža i demontaža se obračunavaju u skladu s važećim cjenikom ponuđača koji važi na dan montaže, premontaže ili demontaže. Ponuđač zadržava pravo da bilo kada izmijeni cjenik montaže, premontaže i demontaže.

Pretplatnik ni u jednom slučaju ne smije sam ili preko treće osobe, koje nije ponuđač ili ovlaštteni servis ponuđača, montirati, premontirati ili demontirati opremu i odgovara za svu štetu koju bi ponuđač ili treća osoba pretrpjeli zbog kršenja ove zabrane. Osim toga, pretplatnik je, u slučaju kršenja zabrane iz prethodne rečenice, dužan da opremu koju ima unajmljenu od ponuđača, otkupiti po punoj cijeni, tj. za vrijednost nove opreme u skladu s važećim cjenikom ponuđača koji važi na dan kada ponuđač od pretplatnika zahtjeva kupovinu.

10. član

U slučaju da pretplatnik ima ponuđačevu opremu u zakupu i ne plaća zakupninu ili pretplatu ili dođe do prekida ugovora za usluge CVS Mobile, pretplatnik je dužan ponuđaču neodgodivo omogućiti demontažu unajmljene opreme. Demontaža se zaračunava u skladu s važećim cjenikom koji važi na dan demontaže.

U slučaju prekida ugovora, za vrijeme prekida ugovora se računa trenutak kada je ponuđač demontirao svu unajmljenu opremu koju je prethodno montirao kod pretplatnika. Pretplatnik je dužan da, za vrijeme od trenutka kada ponuđač zahtjeva demontažu opreme, pa do trenutka kada je ponuđač svu iznajmljenu opremu demontirao, plati ponuđaču zakupninu i pretplatu; visina zakupnine i pretplate se određuje proporcionalno vremenu koje je pretplatnik koristio opremu. Vrijeme stvarnog prekida ugovora ne utječe na dužnost naručitelja da plati obvezujuće iznose koji su određeni u 18. i 19. članu ovih uvjeta.

Osim toga se, u slučaju da pretplatnik ne ispunji svoje obveze iz prvog stavka ovog člana, smatra se da pretplatnik želi kupiti opremu koju ima pod zakupom po punoj cijeni, zbog čega mu ponuđač može po vlastitoj procjeni ili izdati račun u vrijednosti nove opreme ili insistirati na demontaži. U posljednjem slučaju svi troškovi demontaže i s njom povezani troškovi (npr. sudski postupci odnosno intervencija suda, drugi službeni postupci, troškovi postupanja policije, privatnih istražitelja, odvjetnika, javnih bilježnika itd.) padaju na teret pretplatnika.

SERVIS

11. član

Greške u radu sustava CVS Mobile koje ne proizlaze iz uzroka navedenih u 15. članu, ponuđač će otkloniti u najkraćem mogućem roku.

Ponuđač osigurava ovlaštene servise za opremu.

Samo ovlaštteni servis može obavljati servisne zahvate na opremi.

Ponuđač zadržava pravo da zbog obavljanja hitnih servisnih radova na Centralnoj bazi podataka povremeno isključi usluge CVS Mobile. Ponuđač će se, prilikom ovih isključivanja, zalagati da ona traju najkraći mogući rok. O takvim isključivanjima će ponuđač prethodno obavijestiti pretplatnika na internetskoj stranici <http://www.cvs-mobile.hr>.

Zakupnina i pretplata se zbog nemogućnosti korištenja usluga CVS Mobile zbog radova iz prethodnih stavova ovog člana ne smanjuje.

GARANCIJA

12. član

U slučaju da naručitelj kupi opremu, ponuđač na tu opremu daje dvogodišnju garanciju.

Rok garancije za pojedine isporučene uređaje je dvije godine od datuma montaže pojedinih jedinica u vozila pretplatnika.

Garancija ne važi u slučajevima prenaponskih pojava (grom, indukcije, ...) i drugih vremensko-atmosferskih smetnji ili u slučaju više sile. Višom silom se smatra nastupanje okolnosti koje otežavaju ili onemogućuju ispunjavanje ugovornih obveza jedne ili druge ugovorne strane i koje su nastale poslije sklapanja pretplatničkog odnosa, a ugovorne strane ih prilikom sklapanja pretplatničkog odnosa nisu mogle predvidjeti, spriječiti ili izbjeći. U slučaju više sile, ugovorna

- for a new inclusion of a vehicle into the system, the fee shall be calculated from the date of the inclusion until the last day in the month in the following manner: (subscription fee/30 days x days of use = amount of partial subscription).

The Subscriber also undertakes to pay all the costs (subscription fee) resulting from the use of CVS Mobile by a third party.

The Subscriber undertakes to pay to the Service Provider for all the costs incurred in relation to the collection of his outstanding debts.

INSTALLATION, REINSTALLATION AND UNINSTALLING

Article 8

The equipment shall be installed into the Subscriber's vehicles in accordance with the additionally agreed schedule.

Article 9

Installation, reinstallation and uninstalling of the equipment shall be performed only by an authorised service of the Provider.

Installation, reinstallation and uninstalling shall be calculated in line with the current price list effective on the date of installation, reinstallation or uninstalling. The Provider reserves the right to change the price list for the installation, reinstallation or uninstalling at any time.

The Subscriber is not allowed in any case to install, reinstall or uninstall the equipment by himself or through a third party other than the Provider or an authorised service of the Provider, and shall be held responsible for any damage incurred to the Provider or to a third party as a result of the violation of this prohibition. In addition, the Subscriber undertakes, in case of violation of the prohibition in the previous sentence, to purchase all the equipment leased from the Provider at full price, i.e. for the value of new equipment in line with the Provider's current price list effective on the date when the Provider requires the Subscriber to buy the equipment.

Article 10

If the Subscriber has the Provider's equipment on lease and does not pay for the lease or does not pay the subscription fee, or there is a cancellation of the agreement for providing Services by CVS Mobile, the Subscriber undertakes to enable the immediate uninstalling of the leased equipment to the Provider. The uninstalling shall be charged in line with the current price list effective on the date of the uninstalling.

In case of termination of the agreement, the time of termination shall be regarded the moment the Provider has uninstalled all the equipment under the lease. The Subscriber undertakes to pay the Provider the lease and the subscription fee from the time the Provider requested that the equipment was uninstalled until the time the Provider actually uninstalled all the equipment leased; the price for the lease and the subscription fee shall be determined proportionally to the time. The time of the actual termination of the agreement does not have any influence whatsoever on the subscriber's obligations (in line with Articles 18 and 19 of these Terms and Conditions) to pay the binding amounts specified in Paragraphs 4 and 5 of Article 18 of these Terms and Conditions.

In addition, if the Subscriber fails to fulfil his obligations from the first Paragraph of this Article, it shall be considered that the Subscriber wants to buy the equipment under the lease at full price, for which the Provider may, at his discretion, deliver an invoice at the value of new equipment to the Subscriber or insist on uninstalling. In the latter case, all the costs of uninstalling, together with related costs (e.g. court procedures, or court intervention, other legal proceedings, police, detectives, etc.) shall be borne by the Subscriber.

SERVICE

Article 11

Errors during the operation of the CVS Mobile system that do not arise from the reasons specified in article 15 shall be removed by the Service Provider as soon as possible.

The Service Provider provides authorised services for the equipment.

Repairs to the equipment can be only carried out by an authorised Service.

The Provider reserves the right to discontinue at times the provision of CVS Mobile Services for the reason of urgent repair work to the Central Database. During this discontinuation of operations, the Provider shall endeavour to ensure that this lasts for the shortest time possible. The Provider shall notify the Subscriber of such discontinuation with prior notice released on the website <http://www.cvs-mobile.hr>.

The lease and the subscription fees shall not be reduced as a result of the inability to use the CVS Mobile Service because of work specified in the previous paragraphs of this Article.

WARRANTY

Article 12

If the Subscriber purchases the equipment, the Provider gives a two-year warranty for that equipment.

The warranty period for each delivered devices is two years from the installation date of individual units into the Subscriber's vehicles.

The warranty shall be rendered void in the event of overvoltage phenomena (lightning, induction, etc.) and other weather and atmospheric disturbances, or in case of Force Majeure. Force Majeure is defined as the occurrence of circumstances which make it difficult or impossible for one or another contractual party to fulfil their obligations, which occurred after their entering into the

strana kod koje je ista nastala, dužna je pisanim putem obavijestiti drugu ugovornu stranu o nastupanju ili prestanku više sile. U slučaju nastanka štete zbog više sile, svaka ugovorna strana je dužna snositi svoju štetu, odn. troškove koji su nastali zbog više sile.

Garancija isto tako ne važi ako je do oštećenja uređaja došlo zbog mehaničkih oštećenja uređaja ili zbog postupanja s uređajima na način koji je u suprotnosti s uputama.

Garancija isto tako ne pokriva normalno korištenje potrošnog materijala (baterije, vanjske antene, 12 V automobilske utikači, osigurači itd.)

OBVEZE I ODGOVORNOSTI PRETPLATNIKA

13. član

Pretplatnik:

- se obvezuje da će koristiti usluge u skladu s uputama za upotrebu;
- sam odgovara za izbor, zaštitu i korištenje pristupnih lozinki koje su potrebne za korištenje usluge. Pretplatnik mora izmijeniti lozinku prilikom prve upotrebe;
- je obavezan obavijestiti ponuđača o sumnji u zloupotrebu njegove lozinke od strane treće osobe. Ponuđač će pretplatniku odmah besplatno dati novu lozinku;
- je odgovoran za sva fizička oštećenja ili otuđivanja (krađe) opreme u slučaju zakupa, iako su oštećenja ili otuđivanja posljedica radnji trećih osoba. U slučaju oštećenja ili otuđenja, pretplatnik je dužan platiti troškove popravka odn. nove opreme.

Pretplatnik se obvezuje da će:

- podmiriti račune za korištene usluge (kupnja, zakup, pretplatu itd.) u roku koji je naveden na računu, i to čak i u slučaju da uslugu koristi treća osoba;
- se pobrinuti za sigurnost podataka za priključivanje odnosno korištenje usluge CVS Mobile koji su mu dani, i u slučaju gubitka ili krađe, o tome će odmah obavijestiti ponuđača;
- pažljivo zaštititi podatke;
- ponuđaču nadoknaditi štetu koja bude nastala kao posljedica kršenja općih uvjeta, pretplatničkog ugovora ili važećih propisa;
- voditi računa o zaštiti poverljivih podataka i sadržaju usluga.

14. član

Pretplatnik ne smije koristiti uslugu CVS Mobile u svrhe koje bi na bilo koji način kršile osobna prava pojedinaca ili na način koji nije dozvoljen zakonom, odnosno za postizanje nezakonitih ciljeva.

Svaku predviđenu izmjenu u načinu rada pretplatnikovog sustava koja bi imala utjecaja na kvalitetu rada ponuđačevih usluga, pretplatnik mora priopćiti ponuđaču pisanim putem preko elektroničke pošte, najmanje 2 dana ranije. Bez ponuđačevog prethodnog pisanog i izričitog odobrenja, pretplatnik ne smije izvoditi predviđene izmjene.

Svaku planiranu izmjenu na pretplatnikovom sustavu koja bi utjecala na izmjenu tehničkih parametara i podešavanja sustava CVS Mobile (izmjena računalnog sustava, zamjena, izmjena ili nadogradnja strojne ili programske opreme, način povezivanja po komunikacionoj mreži i drugo), pretplatnik mora priopćiti ponuđaču najmanje 30 (trideset) dana prije izmjene. Bez ponuđačevog prethodnog pisanog i izričitog odobrenja, pretplatnik ne smije izvoditi planirane izmjene.

Pretplatnik ne smije posegnuti u sustav CVS Mobile na način koji bi imao za posljedicu tehničke ili druge smetnje u radu i integritetu sustava. Pretplatnik mora uzeti u obzir sva pravila čuvanja i zaštite sustava CVS Mobile i podataka i ne smije pokušati upasti u zaštićeni dio sustava CVS Mobile, izvoditi usluge na sustavu s neodobrenom opremom ili pristupati podacima za koje nije ovlašten.

Pretplatnik je dužan sve smetnje prilikom upotrebe sustava prijaviti odmah (preko telefona, telefaksa ili elektroničke pošte) i na način koji je dogovoren odn. naveden u uputama izvođača.

U slučaju kršenja odredbi iz ovog člana, pretplatnik je dužan ponuđaču ili trećim osobama nadoknaditi svu nastalu štetu. Osim toga, pretplatnik je, u slučaju kršenja zabrane iz ovog člana, dužan svu opremu ponuđača koju ima pod zakupom otkupiti po punoj cijeni, tj. za vrijednost nove opreme, u skladu s važećim cjenikom ponuđača koji važi na dan kada ponuđač od pretplatnika zahtjeva kupovinu.

U slučaju kršenja odredbi iz ovog člana, pretplatnik je dužan ponuđaču ili trećim osobama nadoknaditi svu nastalu štetu. Osim toga, naručitelj je u slučaju kršenja zabrane iz ovog člana, dužan svu opremu ponuđača koju ima pod zakupom, otkupiti po punoj cijeni, tj. za vrijednost nove opreme, u skladu s važećim cjenikom ponuđača koji važi na dan kada ponuđač od pretplatnika zahtjeva kupovinu.

ODGOVORNOST PONUĐAČA

15. član

Ponuđač ne odgovara za štetu koja nastane pretplatniku zbog:

- nepoštivanja odredbi ovih općih uvjeta, dogovora ili izričitih uputa ponuđača;
- nepridržavanja uputa za upotrebu ugrađene (kupljene ili unajmljene) opreme;
- nepoštivanja općih uvjeta koncesionara;
- grešaka, smetnji u radu ili nefunkcioniranja mobilne mreže koncesionara;

subscription and were beyond the capability of the contracting parties to anticipate, prevent or avoid at the time of their entering into the agreement. In case of Force Majeure, the contractual party with which Force Majeure occurred is obliged to notify the other party in writing of the occurrence or termination of the event. In case of damage due to Force Majeure, each contractual party is obliged to bear the costs resulting from Force Majeure. The warranty is also rendered void if the devices are damaged mechanically or due to their handling in a manner opposite to the instructions.

Furthermore, the warranty does not cover the normal use of consumables (batteries, outside antennas, 12V car connectors, fuses, etc.).

SUBSCRIBER'S OBLIGATIONS AND RESPONSIBILITIES

Article 13 The Subscriber:

- undertakes to use the services in line with the instructions for use;
- is responsible by himself for the selection, protection and use of the access passwords required to use the Service. The Subscriber must change the password on the first use;
- is obliged to notify the Provider about suspected abuse of his password by a third party. The Provider shall provide a new password to the Subscriber free of charge;
- is responsible for all physical damages or disposal (theft) of the equipment in the case of leasing, regardless of the fact that the damage and disposal are a consequence of actions by third parties. In case of damage or disposal, the Subscriber undertakes to pay for the costs of the repair, or new equipment.

The Subscriber undertakes to:

- pay the invoices for the used services (purchase, lease, subscription fee, etc.) within the term specified on the invoice;
- take care of the security of the connection data, i.e. the use of the CVS Mobile Service provided to him, and to notify the Provider immediately in the case of loss or theft;
- carefully protect data and pay the invoices for the used Services in the event that they are used by a third party;
- indemnify the Provider for the damage resulting from violation of the General Terms and Conditions, the Subscription Agreement or current regulations;
- pay attention to the protection of confidential data and the contents of services.

Article 14

The Subscriber is not allowed to use the CVS Mobile service for purposes that would in any way breach the personal rights of individuals or which are not legally permitted, i.e. for achieving illegal objectives.

The Subscriber shall notify the Provider of any anticipated change in the operation of the Subscriber's system which could affect the operational quality of the Provider's Services in writing or by e-mail, at least 2 days earlier. The Subscriber is not allowed to make the anticipated changes without the Provider's prior written and explicit approval.

Any planned alteration of the Subscriber's system that would affect the technical parameters and the settings of the CVS Mobile system (alteration of the computer system, replacement, change or upgrading of the hardware and the software, manner of connection along the communication network, etc.) should be notified to the Provider by the Subscriber at least 30 (thirty) days before the alteration. The Subscriber is not allowed to make the planned alterations without the prior written consent of the Provider.

The Subscriber is not allowed to intervene into the CVS Mobile system in a manner that would result in the technical and other interference of the operation and the integrity of the system. The Subscriber must consider all the rules for preservation and protection of the CVS Mobile system and data, and is not allowed to try and invade the protected part of the CVS Mobile system, to provide services on the system with unauthorised equipment, or to access data for which he has no authorisation.

The Subscriber undertakes to report immediately any interference occurring during the operation of the system (by phone, fax or e-mail) and in the manner that is agreed, i.e. stated in the contractors' instructions.

In case of violation of the provisions in this Article, the Subscriber shall indemnify the Provider or any third party for any damage that has occurred. In addition, the Subscriber undertakes, in case of violation of the prohibition from this Article, to purchase all the equipment leased from the Provider at full price, i.e. for the value of new equipment in line with the Provider's current price list effective on the date when the Provider requires the Subscriber to buy the equipment.

SERVICE PROVIDER'S RESPONSIBILITIES

Article 15

The Provider has no responsibility towards the Subscriber for damages resulting from:

- noncompliance with the provisions of these General Terms and Conditions, the Agreement or explicit instructions issued by the Provider;
- the instructions for use of the installed (purchased or leased) equipment;

- nefunkcioniranja sustava u stranim mobilnim mrežama;
- grešaka, smetnji u radu ili nefunkcioniranja internetske veze između Centralne baze podataka i pretplatnika;
- grešaka, smetnji u radu ili nefunkcioniranja GPS sustava, kao i u slučaju da GPS signal iz razloga na koje ponuđač ne može utjecati, nije zadovoljavajuće kvalitete.

Ponuđač ne odgovara za gubitak podataka koji su sačuvani u GPS/GSM modemu ili drugoj ugrađenoj opremi u slučaju da se modem ili oprema iz bilo kog razloga isključi iz električne instalacije vozila ili da se podaci izgube zbog mehaničkog oštećenja jedinice (npr. u slučaju automobilske nesreće).

Ponuđač ne odgovara za štetu koja može nastati zbog objavljivanja ili neautoriziranog korištenja podataka u slučaju:

- provale u računalni sustav,
- gubitka ili razotkrivanja korisničke lozinke,
- nesavjesnog čuvanja korisničke lozinke.

Ponuđač ne odgovara i ne jamči za štetu i greške koje bi potjecale iz programske opreme sustava CVS Mobile ili iz grešaka u radu mreže GSM i GPRS.

Ni u kom slučaju ponuđač nije odgovoran ni za kakvu štetu, uključujući i ne ograničavajući se na štetu zbog gubitka dobiti, prekida poslovanja, gubitka poslovnih informacija ili druge materijalne ili nematerijalne štete, koja proistječe iz korištenja ili nemogućnosti korištenja usluga CVS Mobile.

U drugim slučajevima ponuđač odgovara samo za štetu prouzrokovanu namjerno ili zbog teškog nemara, odgovornost ponuđača za eventualnu prouzrokovanu štetu je ograničena samo do visine obične štete (tj. smanjenja imovine). Prilikom otkrivanja grešaka i nepravilnosti, odnosno nastanka štete, pretplatnik mora nastupiti odgovarajućom mjerom za smanjenje štete.

Ni u kom slučaju odšteta ne može premašiti iznose prosječne mjesečne pretplate oštećenog pretplatnika u posljednjih pola godine prije štetnog događaja odnosno u odgovarajućem kraćem periodu ako pretplatnički odnos još ne traje pola godine.

PROBNE INSTALACIJE

16. član

Pretplatnik i ponuđač se mogu, iz razloga utvrđivanja pogodnosti usluge CVS Mobile, dogovoriti da će ponuđač u neka vozila pretplatnika (probna vozila) na određeno vrijeme namontirati opremu i omogućiti pretplatniku korištenje usluge CVS Mobile. Trajanje probnog roka navode pretplatnik i ponuđač u probnom ugovoru za korištenje usluge.

Pretplatnik je dužan da najkasnije 8 dana prije isteka probnog roka obavijesti ponuđača 1. bilo da će sklopiti pretplatnički ugovor, i pri tome navodi uslugu na koju se želi da pretplati, i/ili će opremu kupiti ili uzeti u zakup, 2. bilo da neće sklopiti pretplatnički ugovor, i pri tome navodi datum kada ponuđač može demontirati opremu iz njegovih probnih vozila. Datum demontaže mora biti određen u periodu do isteka probnog roka.

Ukoliko pretplatnik ne ispunji svoje obveze iz prethodnog stavka ovog člana, smatra se da je pretplatnik s ponuđačem sklopio pretplatnički ugovor o iznajmljivanju na neodređeno vrijeme za ugrađenu opremu s odabranim paketom i s početkom trajanja pretplatničkog odnosa od datuma isteka probnog perioda i u skladu s trenutno važećim cjenikom.

VLASNIČKO PRAVO I PRETHODNI OTKUP OPREME

17. član

Oprema, koju pretplatnik unajmi ili se ugradi u pretplatnikovo vozilo, vlasništvo je ponuđača i zato je pretplatnik nakon isteka pretplatničkog odnosa dužan odmah je vratiti ponuđaču.

Ugovorne strane se mogu bilo kada u periodu trajanja pretplatničkog ugovora ili/ i poslije njegovog završetka dogovoriti o otkupu opreme.

PRESTANAK UGOVORA, ONEMOGUĆAVANJE PRISTUPA PODACIMA I OTKAZ UGOVORA

18. član

Pretplatnički ugovor se sklapa za period koji je naveden u ugovoru i počinje da teče sljedećeg dana od dana obostranog potpisivanja ugovora. Ako period sklapanja na ugovoru nije naveden, ugovor je sklopljen na neodređeno vrijeme.

U slučaju da se ugovor sklapa na neodređeno vrijeme, otkazni rok je 30 dana. U slučaju otkazivanja ugovora sklopljenog na neodređeno vrijeme, a prije isteka roka od 24 mjeseca od dana početka njegovog važenja, pretplatnik je dužan da plati ponuđaču demontažu opreme u vrijednosti od 50€/vozilu (iznos ne uključuje PDV).

Ako se pretplatnički ugovor sklapa na određeno vrijeme (na period naveden u ugovoru) i pretplatnik raskine ugovor pre isteka tog perioda, dužan je da ponuđaču u roku od 8 dana po raskidu plati sve obaveze, koje bi za njega nastale na osnovu ugovora do isteka perioda navedenog u ugovoru, kada prijevremenog raskida ne bi bilo. Pri tome se za obračun uzima stanje opreme i usluga na dan odustajanja od ugovora.

- noncompliance with the General Terms of the concessionaire;
- errors, operational interference or non-functioning of the concessionaire's mobile network;
- non-functioning of the system in foreign mobile networks;
- errors, operational interference or non-functioning of Internet access between the Central Database and the Subscriber;
- errors, operational interference or non-functioning of the GPS system, and in the event that the GPS signal has unsatisfactory quality for reasons that are beyond the control of the Provider;

The Provider shall not be responsible for the loss of data stored in the GPS/GSM modem or any other installed equipment if the modem or the equipment are disconnected from the electrical installation of the vehicle from whatever reason, or if the data is lost due to the mechanical damage of the unit (e.g. in the event of a car accident).

The Provider is not responsible for any damage that may occur due to the disclosure or unauthorised use of data the event of:

- a break-in into the computer system,
- loss or disclosure of the user's password,
- negligent storage of the password.

The Provider is not responsible and does not give any guarantee for any damage or error resulting from the CVS Mobile system software or from errors in the operation of the GSM and GPRS networks.

The Provider is not responsible in any case for any damage, including, but not limiting to, damage due to loss of profit, termination of business activities, loss of business information, or any other substantial or non-substantial damage, resulting from use or inability to use the CVS Mobile Services.

The indemnification cannot exceed the amount of the average monthly subscription fee of the Subscriber that has suffered damage in the period of the last half year prior to the occurrence of the damaging event, or in the corresponding shorter period if the subscription has not yet lasted for half a year. In other cases, the Provider is only responsible for damages caused intentionally or as a result of severe negligence, and the responsibility of the Provider for any caused damage is limited only to the amount of an ordinary damage (i.e. decrease in the asset). When detecting errors or irregularities, i.e. occurrence of damage, the Subscriber must act with adequate measures to decrease the damage.

TRIAL INSTALLATIONS

Article 16

The Subscriber and the Service Provider may agree, for the purpose of establishing the benefits of the CVS Mobile service, that the Provider shall install equipment in some of the Subscriber's vehicles (trial vehicles) for a defined period of time and shall enable the Subscriber to use the CVS Mobile Service. The duration of the trial period shall be specified in a trial agreement for using the Service between the Subscriber and the Service Provider. The Subscriber undertakes, no later than 8 days prior to the expiry of the trial period, to notify the Service Provider that 1. he is either entering into a subscription agreement, specifying the Service to which he wishes to subscribe, and/or is buying or leasing the equipment, or 2. he does not intend to enter into a subscription agreement, specifying the date when the Service Provider can uninstall the equipment from his trial vehicles. The date for uninstalling must be specified within the period of time until the expiry of the trial period.

If the Subscriber fails to meet the obligations from the previous paragraph of this Article, the Subscriber shall be deemed to have entered a subscription agreement with the Service Provider on the lease of the installed equipment for an indefinite period of time, with the selected package and the start of the subscription being the date of the expiry of the trial agreement, in line with the currently applicable price list.

PROPERTY RIGHT AND PRIOR PURCHASE OF THE EQUIPMENT

Article 17

The equipment, leased or installed in the Subscriber's vehicle, shall remain the under the ownership of the Provider, therefore obliging the Subscriber to return it to the Provider as soon as the subscription expires.

The contractual parties may agree on the purchase of the equipment at any time during the duration of the subscription agreement and/or after its cessation.

CESSATION OF THE AGREEMENT, PREVENTION OF DATA ACCESS AND CANCELLATION OF THE AGREEMENT

Article 18

The subscription agreement shall be concluded for the period specified in the agreement and begins on the day following the day of mutual signing. If the agreement period hasn't been stated, the agreement shall be concluded for an indefinite period.

In the event that the agreement shall be concluded for an indefinite period, the cancellation period shall last for 30 days. In the event of cancellation of an agreement concluded for an indefinite period, and prior to an expiration date of 24 months from the day of entering into force, the subscriber shall be obliged to pay demounting of the equipment in the value of 50 EUR / vehicle (VAT not included).

If the subscription agreement is to be concluded for a definite period (for the period stated in the agreement) and the subscriber terminates the agreement prior to that date, the subscriber shall be obliged to pay all obligations within eight days upon termination, which would have arisen based on the agreement by the end of the period, in the event when there would not be any early

Poslije isteka perioda na koji je bio sklopljen ugovor, pretplatnički odnos se automatski nastavlja kao novi ugovor, uz iste uvjete i u istom trajanju kao prethodni, ukoliko neka od strana u roku od jednog mjeseca prije isteka perioda na koji je ugovor sklopljen ne izjavi drugačije. Pod uvjetima iz ovog stava pretplatnički odnos može više puta da se automatski produži. Odredba ovog stava važi ako se ugovorne strane ugovorom ili posebnim pisanim sporazumom ne dogovore drugačije.

U svim slučajevima prestanka prema ovom članu, pretplatnik je također dužan da u cijelosti podmiri sve obaveze iz pretplatničkog i zakupnog/kupovnog odnosa, nastale do dana kada je pretplatnički odnos stvarno prestao, tj. do trenutka kada je pretplatnik bio isključen iz usluge CVS Mobile odnosno u slučaju iznajmljivanja opreme kada je ista vraćena ponuđaču.

Svaka od ugovornih strana može da otkáže pretplatnički odnos bez otkaznog roka ako utvrdi da suprotna strana krši odredbe ovih općih uvjeta, pretplatnički ugovor ili odredbe važećih propisa.

Ponuđač može bilo kada, bez otkaznog roka, da otkáže pretplatnički odnos ako je protiv pretplatnika započeo ili završio postupak prinudnog poravnjanja, stečaja, likvidacije, brisanja iz sudskog registra ili drugi postupak zbog insolventnosti ili prinudnog prestanka, ili ako ponuđač na drugi način utvrdi da pretplatnik ima ili bi mogao da ima probleme u smislu poslovanja i ispunjavanja ugovornih obaveza.

19. član

Ponuđač ugovor o pretplaćničkom odnosu, bez predhodnog odobrenja predplatnika, može u bilo koje vrijeme prenijeti na bilo koje poduzeće u većinskom vlasništvu društva CVS Mobile, odnosno, poduzeće u nadležnosti društva CVS Mobile, o čemu će prethodno obavijestiti pretplatnika. Nakon upoznavanja s općim uvjetima naručitelj daje svoj pristanak na takav prijenos. Svaki drugačiji prijenos pretplatničkog ugovora zahtjeva pismeni pristanak suprotne strane, inače takav pristanak nije valjan. Ugovor o pretplaćničkom odnosu obvezuje sve stranke, njihove pravne nasljednike, pravne zastupnike i opunomoćene.

20. član

Ponuđač zadržava pravo da u slučaju da pretplatnik ne podmiruje sve svoje prispjele obveze, onemogućujući pristup podacima u Centralnoj informacionoj bazi podataka, i to za sva vozila pretplatnika koja imaju instaliran sustav CVS Mobile. U periodu dok je pristup podacima onemogućen zbog nepodmirenja obveza od strane pretplatnika, pretplatnik je uprkos tome dužan ponuđaču platiti sve svoje obveze (pretplata, zakupnina i drugo), određene ugovorom i važećim cjenikom. Poslije cjelokupne otplate svih prispjelih obveza, ponuđač je dužan pretplatniku ponovo omogućiti pristup podacima u Centralnoj informativnoj bazi podataka, pri čemu ponuđač ne odgovara za podatke u periodu kada je pristup pretplatnika Centralnoj bazi podataka onemogućen.

Ukoliko pretplatnik ne podmiri svoje obveze u roku od tri mjeseca od njihovog dospijanja, ponuđač ima pravo isključiti SIM kartice iz mobilne mreže. Takvo isključivanje znači i otkaz pretplatničkog odnosa od strane ponuđača bez otkaznog roka. U slučaju takvog otkaza ugovora od strane ponuđača, za pretplatnika nastaju iste posljedice određene u 4. odnosno 5. stavu 18. člana (obveza na 24 ili 36 mjeseci) ovih općih uvjeta; pri tome nije važno kada ponuđač isključuje SIM karticu odnosno odstupa od ugovora, a isto tako nije važno kada period od tri mjeseca neplaćanja pretplatnika istekne; i ako ponuđač isključuje karticu, odnosno odstupa od ugovora ili period od tri mjeseca istekne nakon isteka ugovorne obveze, to ne utječe na pretplatnikovu dužnost plaćanja iz 4. odn. 5. stava 18. člana ovih uvjeta.

UVJETI ZA ISKLJUČIVANJE USLUGE

21. član

Ponuđač može, zbog zaštite pretplatnikovih interesa ili sprječavanja zloupotreba prema pretplatniku, privremeno spriječiti upotrebu usluge CVS Mobile u slučaju sumnje u zloupotrebu ili ako s pretplatnikom ne može uspostaviti kontakt.

Ponuđač isključuje GPS/GSM modem iz mobilne mreže ako ponuđač ili koncesionar odn. njegovi ugovorni partneri utvrde da se pretplatnička kartica koristi u GPS/GSM modemu ili bilo kojem drugom terminalu koji je ukraden, zloupotrijebljen ili otuđen na protupravn način ili ako utvrde da se pretplatnička kartica koristi na nekom drugom terminalu koji nije GPS/GSM modem.

U slučaju uništenja, gubitka ili krađe GPS/GSM modema ili druge ugrađene opreme, pretplatnik je dužan o tome odmah pisanim putem obavijestiti ponuđača, a u slučaju krađe, i policiju.

U slučaju prijave uništenja, gubitka ili krađe GPS/GSM modema ili druge ugrađene opreme, ponuđač će onemogućiti korištenje SIM kartice. Ponuđač će to učiniti najkasnije za 24 sata poslije primitka pisane obavijesti pretplatnika. Eventualni troškovi obavljenih usluga u periodu do stvarnog isključivanja padaju na teret pretplatnika.

U slučaju uništenja, gubitka ili krađe GPS/GSM modema ili druge ugrađene opreme, pretplatnik je dužan ponuđaču platiti iznos koji odgovara vrijednosti

cancellation. The calculation shall include the status of equipment and services on the day of cancellation.

After the period which was concluded in the agreement, the subscription will automatically continue as a new agreement, with the same terms and in the same duration as the previous one, unless one of the parties within one month before the expiry of the period for which the contract was made, declares otherwise. Under the terms from this paragraph, subscription can be multiply automatically prolonged. The provision from this paragraph shall be valid unless the parties agree otherwise in written form.

In all cases of cessation under this Article, the Subscriber is also required to pay in full all his liabilities resulting from the subscription and leasing/purchasing relation accrued until the actual date of the cessation of the agreement, i.e. until the moment the Subscriber is disconnected from the CVS Mobile service or, in the case of leasing, when the equipment is returned to the Provider.

Each contractual party may cancel the subscription without a period of notice if he establishes that the other party is violating provisions of these General Terms and Conditions, the subscription agreement or the provisions of current regulations.

The Provider can, at any time and without a period of notice, cancel the subscription if a forced settlement, bankruptcy, liquidation, removal from the court register or other proceeding resulting from the insolvency or forced termination of operation has been initiated or completed against the Subscriber, or if the Provider establishes in some other way that the Subscriber has or could have problems related to its operation and fulfilment of his contractual obligations..

Article 19

The Provider may transfer the subscription contract without prior written consent by the Client at any given time onto any CVS Mobile majority-owned company or any enterprise controlled by CVS Mobile while providing a notice on the transfer to the Client. Upon reading these General Terms and Conditions, the Client consents in advance to such a transfer. Any other manner of transfer of subscription contract requires the written consent by the opposite party. Otherwise, such a transfer will be considered null and void. The subscription contract is binding to every participating party and their successors, legal representatives and authorized persons.

Article 20

The Provider reserves the right to disable access to data in the Central Database to the Subscriber if he does not fulfil due liabilities, for all the Subscriber's vehicles where the CVS Mobile system has been installed. For the period when the access to data is disabled, the Subscriber is nevertheless obliged to pay for all his liabilities to the Provider (subscription fee, leasing fee, and other), specified in the agreement and the current price list. After full payment of all outstanding liabilities, the Provider is required to enable access to data in the Central Database for the Subscriber, whereupon the Provider is not liable for the data in the period when the Subscriber's access to the Central Database was disabled.

If the Subscriber fails to settle his liabilities within a period of three months after they become due, the Provider has the right to exclude the SIM cards from the mobile network. Such exclusion shall mean the cancellation of the subscription by the Provider without a period of notice. In case of such cancellation of the agreement by the Provider, the Subscriber shall bear all the consequences as specified in Paragraph 3 of Article 18 in these General Terms and Conditions; whereby, it is not relevant when the Provider discontinues the SIM card, i.e. withdraws from the agreement, and it is also not important when the period of 3 months of non-payment expires; and if the Provider discontinues the card, i.e. cancels the agreement or the 3-month period expires after the expiry of the binding period, this has no effect on the Subscriber's obligation regarding payment as per Paragraph 3 of Article 18 of these Terms and Conditions.

TERMS FOR DISABLEMENT OF SERVICE

Article 21

The Provider may temporarily prevent the use of the CVS Mobile service in case of suspected abuse or if he can not make contact with the Subscriber, with the purpose of protecting the Subscriber's interest or preventing abuse aimed at the Subscriber.

The Provider shall discontinue the GPS/GSM modem from the mobile network if the Provider or the concessionaire, or its contractual partners, establish that the subscription card is used in the GPS/GSM modem or any other terminal which has been stolen, abused or disposed of in an illegal way, or if they establish that the subscription card is used on any other model which is not the GPS/GSM modem. In case of destruction, loss or theft of the GPS/GSM modem or any other installed equipment, the Subscriber is required to notify the Provider thereof in writing, and in case of theft, also the police.

In the event of a report of the destruction, loss or theft of the GPS/GSM modem or any other installed equipment, the Provider shall disable use of the SIM-card. The Provider shall do this no later than 24 hours following receipt of the Subscriber's notification. Any costs for services used during the period until the actual disconnection shall be borne by the Subscriber.

nove opreme po trenutno važećem cjeniku ponuđača.

ZAŠTITA PODATAKA

22. član

Podaci, koji se odnose na pretplatnički odnos, predstavljaju poslovnu tajnu ponuđača.

Ponuđač će podatke u vezi s pretplatničkim odnosom sakupljati, obrađivati i koristiti u skladu s propisima o čuvanju osobnih podataka i koristiti ih samo za zaključivanje, izvršenje, mijenjanje i prekid ugovora s pretplatnikom, obračunavanje usluga, izdavanje računa i eventualno obavještanje pretplatnika o novostima u ponudi.

Ponuđač će dobivene podatke koristiti samo za nesmetano provođenje pretplatničkog odnosa i za analize tržišta i obavijesti namijenjene poboljšanju ponude pretplatnicima i korisnicima.

Prihvaćanjem ovih Općih uvjeta naručitelj je suglasan i slaže se da pružatelj usluge obradi, anonimizira i koristi u analitičke svrhe podatke o sljedivosti ili tako obrađene anonimizirane podatke šalje na obradu trećim osobama u svrhu provedbe analize u transportu.

Zbog nesmetanog provođenja pretplatničkog ugovora, pretplatnik daje ovlaštenje ponuđaču da smije, u cilju nesmetanog provođenja pretplatničkog ugovora i naplate duga eventualnih dospjelih otvorenih potraživanja koje ima prema pretplatniku, bilo kada i od bilo kojeg tijela, institucije, poslodavca, banke ili drugog rukovoditelja osobnih podataka, dobiti zahtjevano podatke, sa svrhom provjeravanja podataka navedenih u ugovoru o sklapanju pretplatničkog odnosa odn. za utvrđivanje njihovih izmjena.

Sigurnost prijenosa podataka preko mobilne mreže i razgovora za vrijeme uspostavljenih veze zavisi od tehničkih mogućnosti i uvjeta koncesionara i njegovih ugovornih partnera.

Ponuđač brine o tome da pretplatnikovi podaci u Centralnoj bazi podataka budu osigurani odgovarajućim mjerama i tehničkim metodama. Pristup ovim podacima ima samo pretplatnik, odgovarajući državnatelj, ako za to imaju zakonsku osnovu i ponuđač kao operater sustava za potrebe servisiranja sustava, nuđenja korisničke podrške i sastavljanja mjesečnih izvještaja za pretplatnika.

Zbog provjeravanja identiteta i čuvanja podataka, pretplatnik je dužan prilikom instaliranja nove aplikacije na ponuđačev zahtjev identificirati se s brojem pretplatničkog ugovora. Pretplatnik je sam odgovoran za to da broj pretplatničkog ugovora čuva kao povjerljiv podatak.

Ponuđač može, zbog osobne promocije, objaviti podatak o postojanju pretplatničkog ugovora i broju instaliranih GPS/GSM modema odnosno druge ugrađene opreme i osnovne podatke o pretplatniku (naziv, sjedište, osoba za kontakt, broj telefona za kontakt i elektronička adresa za kontakt).

ZAVRŠNE ODREDBE

23. član

Tekst ovih općih uvjeta predan je pretplatniku prilikom sklapanja ugovora što pretplatnik potvrđuje potpisom obrazca ugovora. S time se uručenje smatra izvršenim.

Ugovorne strane će rješavati sporazumno eventualne sporove koji bi proistekli iz pretplatničkog ugovora.

24. član

Ponuđač zadržava pravo na izmjenu ovih općih uvjeta, pod uvjetom da o izmjenama barem 8 dana prije početka stupanja na snagu obavijesti pretplatnike i to tako što na internetskoj stranici <http://www.cvs-mobile.hr/> objavi nove opće uvjete.

Ukoliko pretplatnik nije suglasan s izmjenama odnosno dopunama općih uvjeta, može odustati od pretplatničkog ugovora. Odustajanje stupa na snagu odmah. Ukoliko ponuđač ne dobije izjavu o odustajanju u roku od 30 dana od datuma kada je obavijestio pretplatnika o izmjenama i dopunama u skladu s prvim stavkom ovog člana, smatra se i pretplatnik to izričito potvrđuje da pretplatnik prihvaća i suglasan je s izmjenama odnosno dopunama i općim uvjetima, a ugovorni odnos se poslije isteka 30 dana od objavljivanja izmjena i dopuna procjenjuje u skladu s izmijenjenim odnosno dopunjenim općim uvjetima.

25. član

Potpisivanjem pretplatničkog ugovora pretplatnik potvrđuje da ga je njegovim potpisivanjem dobio i da je upoznat sa sadržajem ovih općih uvjeta i da je suglasan s njihovim sadržajem kao i sa cjenikom i opisom usluge i drugim prilozima pretplatničkog ugovora i prihvaća sve obveze na ime njih.

U Zagrebu, dana 17.09.2018

In case of destruction, loss or theft of the GPS/GSM modem or any other installed equipment, the Subscriber is required to pay to the Provider the amount equivalent to the value of new equipment in line with the current price list of the Provider.

DATA PROTECTION

Article 22

Data related to the subscription is the commercial secret of the Provider. The Provider shall collect, process and use data related to the subscription in line with legislation on personal data protection and shall only use it for concluding, performing, altering and terminating the agreement with the Subscriber, calculating Services, issuing invoices and possibly notifying the Subscriber about updates in the offer.

The Provider shall use obtained data only for the uninterrupted implementation of the subscription and for market analysis, and notifications intended for the improvement of the offer to subscribers and users.

By accepting these general terms and conditions, the client hereby gives consent to the service provider for subsequent processing, anonymisation and use of tracking data for transportation analytics purposes, or to communicate such data rendered anonymous for processing to third persons for the purpose of transportation analytics.

For the purposes of uninterrupted implementation of the subscription agreement, the Subscriber authorises the Provider, for the purpose of smooth implementation of the subscription agreement and collection of any outstanding claims that he has from the Subscriber, to obtain required information at any time and from any authority, institution, employer, bank or any other personal data manager in order to verify information given in the subscription agreement, i.e. establish change thereof.

The security of transfer of information via the mobile network and conversations during the established connection is dependent on the technical possibilities and conditions of the concessionaire and his contractual partners. The Provider shall take care to ensure that the Subscriber's data in the Central Database is secured by adequate measures and technical methods. Access to this data is only given to the Subscriber, appropriate state authorities, if they have legal grounds for that, and the Provider as the operator of the system for the purpose of system servicing, offering customer support and compiling monthly reports for the Subscriber.

During the installation of a new application, the Subscriber shall be required, at the Provider's request, to identify himself with the number of the subscription agreement, for the purpose of identity verification and data storage. The Subscriber himself shall be responsible for keeping the number of the subscription agreement confidential.

For the purpose of his own promotion, the Service Provider may release information related to the existence of the subscription agreement and the number of the installed GPS/GSM modems, i.e. other installed equipment, and basic information about the Subscriber (name, head office, contact person, contact phone number and contact e-mail address).

FINAL PROVISIONS

Article 23

The text of this General Terms and Conditions shall be sent to the address stated in the subscription agreement, or to a new address notified in writing by one contractual party to the other. Delivery shall thus be considered completed, even if the addressee has not taken over the text. The contractual parties shall solve any disputes which may arise from the subscription agreement in an amicable way. On the contrary, the competent court for disputes shall be a court in Ljubljana.

Article 24

The Provider reserves the right to amend these General Terms and Conditions, provided that he notifies subscribers at least 8 days before the amendment becomes effective by releasing new General Terms on Conditions on the website <http://www.cvs-mobile.hr/>

If the Subscriber disagrees with the amendments, or supplements to the General Terms and Conditions, he may withdraw from the subscription agreement. The withdrawal is effective immediately.

If the Provider does not receive a declaration of withdrawal within 30 days following the date when he informed the Subscriber about the amendments in line with the first Paragraph of this Article, it shall be considered, and the Subscriber explicitly confirms this, that the Subscriber accepts and agrees with the changes, or supplements, and the General Conditions and Terms, and the contractual relation shall be assessed in line with the amended General Terms and Conditions after the expiry of 30 days from the amendment notification.

Article 25

By signing this subscription agreement the Subscriber acknowledges that, by signing it, he has received and is familiar with the content of these General Terms and Conditions and that he agrees with the content along with the price list and service description and other annexes to the subscription agreement, and accepts all the obligations thereon.

In Zagreb, 17 Septembre 2018