

## Splošni pogoji za uporabo storitve CVS Mobile

Gospodarska družba CVS Mobile, informacijske rešitve, d. d., Ulica Gradnikove brigade 011, 1000 Ljubljana (v nadaljevanju tudi ponudnik sistema CVS Mobile ali ponudnik), je dne 17.09.2018 izdala naslednj

Spolšne pogoje za uporabo storitve CVS Mobile

### SPLOŠNE DOLOČBE

1. člen

Ti splošni pogoji urejajo nudenje storitve CVS Mobile naročnikom.

### OPREDELITEV POJMOV

2. člen

**Sistem CVS Mobile** je sistem za sledenje, komunikacijo in upravljanje z voznim parkom. Sistem sestavlja programska in strojna oprema.

**Storitev CVS Mobile** je storitev, ki naročniku omogoča centralni nadzor voznega parka in komunikacijo z vozili s pomočjo mobilnega omrežja, ki jo nudi ponudnik.

**Naročnik** je uporabnik storitve CVS Mobile, ki ima sklenjeno naročniško pogodbo za uporabo storitve CVS Mobile za vsaj eno inštalacijo GPS/GSM modema.

**Mobilno omrežje** je brezžično telekomunikacijsko omrežje, ki omogoča podatkovne in govorne povezave med uporabniki radijske terminalne opreme znotraj ustreznega mobilnega omrežja, kakor tudi z drugimi telekomunikacijskimi omrežji.

**Koncesionar** je pravna oseba, ki izvaja pravni in dejanski nadzor nad celoto funkcij, ki so potrebne za zagotavljanje storitev mobilnega omrežja.

Storitve mobilnega omrežja so vzpostavljane govornih zvez, prenos podatkov in druge tehnične in komercialne storitve, ki jih omogoča mobilno omrežje in jih nudi koncesionar.

**SIM – Subscriber Identity Module (SIM kartica)** je kartica z vpisano uporabnikovo kodo, ki omogoča priključitev na mobilno omrežje in identificira uporabnika mobilnega omrežja. V primeru storitve CVS Mobile je naročniška kartica last ponudnika.

**Centralna podatkovna baza** je računalniški center, do katerega dostopa naročnik z uporabo posebne aplikacije in omogoča naročniku grafični pregled položaja vozila na digitalnih zemljevidih, pregled delovanja vozila, pošiljanje in sprejemanje sporočil, analiziranje preteklih poti, izdelavo različnih poročil ipd..

**Oprema** je vsa strojna in programska oprema, ki jo ponudnik vgradi v vozila in je pogoj za uspešno delovanje storitve CVS Mobile. Za opremo se šteje aplikacija CVS Mobile WEB, GPS/GPRS modem, komunikacijski terminal, navigacijski terminal, vmesniki, senzorji, stikala, povezovalni kabli ipd., vendar ne omejeno le na naštet. GPS/GSM modem je enota, ki je sestavljena iz GPS/GPRS modula, SIM kartice in antene za sprejem satelitskega in prenos radijskega signala.

**Komunikacijski terminal** je enota, ki omogoča vzpostavitev komunikacije do vsakega posameznega vozila oz. naročnika, kjer deluje aplikacija CVS MOBILE WEB.

**Navigacijski terminal** je enota, ki omogoča vzpostavitev komunikacije do vsakega posameznega vozila oz. naročnika, kjer deluje aplikacija; dodatno pa omogoča tudi navigiranje.

**GPS (Global positioning system)** je sistem za določanje geolokacije s pomočjo satelitskega signala.

Naročnina je dogovorjena cena za uporabo storitve CVS Mobile. Najem je dogovorjena cena za strojno opremo storitve CVS Mobile.

**Naročniška pogodba** je pogodba med ponudnikom in naročnikom kot končnim uporabnikom, s katero se sklene naročniško razmerje za uporabo storitev CVS Mobile. Njen sestavni del so tudi ti splošni pogoji ter cenik ponudnikovih storitev. Naročniško razmerje nastane s sklenitvijo naročniške pogodbe. Naročniška pogodba se sklene v pisni obliki na predtiskanem obrazcu, morebitni ustni dogovori in spremembe niso veljavni.

3. člen

Razmerje med ponudnikom in naročnikom ureja poleg veljavne zakonodaje še naročniška pogodba, katere sestavni del so tudi ti splošni pogoji, navodila za uporabo in veljavni ceniki storitev, ki vsebujejo seznam veljavnih cen storitev.

Te splošne pogoje lahko dopolnjujejo posebni dogovori med pogodbenima strankama v isti pogodbi in praviloma zavezujejo tako kot ti. Če splošni pogoji in posebni dogovori niso usklajeni, veljajo posebni dogovori. Tekom naročniškega razmerja se lahko vgradi dodatna oprema in/ali zagotovijo dodatne storitve CVS Mobile tudi na podlagi podpisanega montažnega zapisnika ali drugega pisnega dokumenta, brez potrebe po sklepanju nove naročniške pogodbe.

Za uporabo storitev mobilnega omrežja veljajo poleg določb teh splošnih pogojev tudi splošni pogoji koncesionarja mobilnega omrežja, ki skrbi za povezavo med vozilom in Centralno podatkovno bazo, v kolikor jih ti splošni pogoji ne izključujejo.

Naročnik ob inštalaciji aplikacije CVS MOBILE WEB potrdi, da se strinja s Pogoji za končnega uporabnika (End-Users Terms) glede uporabe licenciranih podatkov GOOGLE MAPS in licencirane programske opreme. S to potrditvijo postanejo Pogoji za končnega uporabnika sestavni del splošnih pogojev za uporabo storitev CVS Mobile.

## General Terms and Conditions for Using the CVS Mobile Service

The company CVS Mobile, informacijske rešitve, d. d., Ulica Gradnikove brigade 011, 1000 Ljubljana (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.

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.

**4. člen**

Za dostop do Centralne podatkovne baze se uporablja posebej za to namenjena aplikacija CVS Mobile WEB, ki jo naročniku ob začetku naročniške pogodbe dostavi in inštalira ponudnik.

Ponudnik bo naročnika obveščal o novih storitvah, ki jih sistem omogoča, o novih paketih, spremembah paketov, o cenah in spremembah cen storitev, kot tudi o državah, kjer je funkcionalnost storitve CVS Mobile na voljo, prek spletnega naslova <http://www.cvs-mobile.si>.

Ponudnik bo zagotavljal storitev CVS Mobile, ki sloni na tehnologiji prenosa GPRS ali drugih ustreznih načinov prenosa podatkov, vse dokler bo tak prenos zagotavljal koncesionar. Če koncesionar trajno preneha zagotavljati prenos, lahko ponudnik brez obveznosti po lastni presoji odstopi od naročniške pogodbe ali zagotovi prenos preko drugega koncesionarja.

Naročnik si je za uporabo storitve CVS Mobile dolžan na lastne stroške priskrbiti ustrezno spletno povezavo. Minimalna hitrost internetne povezave za primerno odzivnost sistema je 64 kb/s (en ISDN kanal) ali hitrejša in računalnik s spletnim brskalnikom.

Naročnik ne sme uporabiti SIM kartice, ki je integrirana v GPS/GSM modemih, ali druge opreme v kakem drugem terminalu ali za drug namen, kot je določen v naročniški pogodbi. Naročnik opreme ne sme prodati ali drugače posredovati tretjim osebam, niti jim omogočiti njene uporabe, in to ne glede na to, ali je naročnik opremo kupil ali le najel, in niti po prenehanju naročniškega razmerja, razen če je za to predhodno pridobil izrecno pisno soglasje ponudnika.

Vse pravice intelektualne lastnine za opravljanje storitve CVS Mobile in na opremi so v lasti ponudnika. Naročnik z naročniškim razmerjem ne pridobi nobenih pravic do teh pravic intelektualne lastnine, razen pravic uporabe, kot so izrecno navedene v naročniški pogodbi in teh splošnih pogojih.

**ZAČETEK NAROČNIŠKEGA RAZMERJA****5. člen**

Naročniško razmerje za uporabo CVS Mobile nastane s sklenitvijo naročniške pogodbe in začne veljati, za vsako vozilo posebej, s trenutkom vklopa vozila v sistem CVS Mobile, kar potrdi naročnik s podpisom delovnega naloga. Trenutek vklopa vozila v sistem označuje tudi začetek trajanja naročniškega razmerja, določenega z naročniško pogodbo. Nanj se vežejo vse pravice in obveznosti iz naročniške pogodbe in teh splošnih pogojev.

V naročniški pogodbi stranki med drugim določita paket storitve (sledenje znotraj Republike Slovenije ali sledenje znotraj Republike Slovenije in za tujino), kot tudi funkcionalnosti paketa (sledenje ali sledenje in komunikacija ali sledenje s komunikacijo in telemetrijo ipd.) in ali se oprema najame ali jo naročnik kupi. V naročniški pogodbi se določi tudi trajanje naročniškega razmerja.

Podatki, ki jih naročnik navede v naročniški pogodbi, morajo biti resnični, točni in popolni, saj je v nasprotnem primeru naročnik materialno odgovoren.

**NAJEMNINA IN NAROČNINA****6. člen**

Cene nakupa in najema ponudnikove opreme ter višina naročnine na ponudnikove storitve so opredeljene v ceniku, ki je sestavni del naročniške pogodbe med ponudnikom in naročnikom.

Ponudnik bo izdajal račun za storitve po tej pogodbi do vsakega zadnjega dne v mesecu za tekoči mesec. Plačilni rok za pogodbene storitve je 15 dni od dne izdaje računa. Kupnino za plačilo opreme, v primeru, da jo naročnik kupi, je naročnik dolžan plačati v osmih dneh od montaže opreme v vozila, razen če se s ponudnikom storitve ne dogovorita drugače.

Mesečna naročnina predstavlja fiksni mesečni pavšal.

Ponudnik storitve si pridržuje pravico do spremembe naročnine na storitve CVS Mobile ter do spremembe cen najema in nakupa ponudnikove opreme. Ponudnik storitve bo o spremembah cen pravočasno, vsaj en mesec pred začetkom veljave novih cen, obvestil naročnika.

**7. člen**

Naročnina se obračuna na naslednji način:

naročnina se obračuna za tekoči mesec, za nov priklop vozila v sistem se naročnina obračuna od dneva vklopa do zadnjega dne meseca na naslednji način: (naročnina/30 dni x dnevi uporabe = znesek delne naročnine).

Naročnik je dolžan poravnati tudi vse stroške (naročnino), ki so nastali zaradi uporabe CVS Mobile s strani tretje osebe.

Naročnik je ponudniku storitve dolžan poravnati vse stroške izterjave njegovih zapadlih obveznosti.

**MONTAŽA, PREMONTAŽA IN DEMONTAŽA****8. člen**

Oprema se bo vgrajevala v vozila naročnika po naknadno dogovorjeni dinamiki.

**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.si>. 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 days 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, 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.

**9. člen**

Montažo, pre montažo in demontažo opreme lahko izvajajo samo pooblašeni servisi ponudnika.

Montaža, pre montaža in demontaža se zaračuna v skladu z veljavnim cenikom ponudnika, ki velja na dan montaže, pre montaže ali demontaže. Ponudnik si pridruuje pravico kadarkoli spremeniti cenik montaže, pre montaže in demontaže.

Naročnik v nobenem primeru ne sme sam ali preko tretje osebe, ki ni ponudnik ali pooblašeni servis ponudnika, montirati, pre montirati ali demontirati opreme in odgovarja za vso škodo, ki bi jo ponudnik ali tretje osebe utpele zaradi kršitve te prepovedi. Poleg tega je naročnik, v primeru kršitve prepovedi iz prejšnje povedi, dolžan vso opremo, ki jo ima v najemu od ponudnika, odkupiti po polni ceni, to je za vrednost nove opreme, v skladu z veljavnim cenikom ponudnika, ki velja na dan, ko ponudnik od naročnika zahteva kupnino.

**10. člen**

V primeru, da ima naročnik ponudnikovo opremo v najemu ter ne plačuje najemnine ali naročnine ali pa pride do prekinitve pogodbe za storitve CVS Mobile, je naročnik dolžan ponudniku nemudoma omogočiti demontažo najete opreme. Demontaža se zaračuna v skladu z veljavnim cenikom, ki velja na dan demontaže.

V primeru prekinitve pogodbe se šteje za čas prekinitve pogodbe trenutek, ko je ponudnik demontiral vso najeto opremo. Naročnik je dolžan za čas od trenutka, ko ponudnik zahteva demontažo opreme, pa do trenutka, ko je ponudnik vso najeto opremo demontira, plačati ponudniku najemnino in naročnino; višina najemnine in naročnine se določi sorazmerno času. Čas dejanske prekinitve pogodbe ne vpliva na dolžnost naročnika plačati zneske, kot so določeni 18. in 19. členu teh pogojev.

Poleg tega se v primeru, da naročnik ne izpolni svoje obveznosti iz prvega odstavka tega člena, šteje, da naročnik želi opremo, ki jo ima v najemu, kupiti po polni ceni, zaradi česar mu ponudnik lahko po lastni presoji bodisi izda račun v vrednosti nove opreme bodisi vztraja pri demontaži. V slednjem primeru vsi stroški demontaže in z njo povezani stroški (npr. za sodne postopke oziroma intervencijo sodišča, druge uradne postopke, policije, detektivov ipd.) bremenijo naročnika.

**SERVIS****11. člen**

Napake v delovanju sistema CVS Mobile, ki ne izhajajo iz vzrokov, navedenih v 15. členu, bo ponudnik storitve odpravil v najkrajšem možnem času. Ponudnik storitve zagotavlja pooblašene servise za opremo.

Na opremi lahko opravlja servisne posege samo pooblašeni servis.

Ponudnik si pridruuje pravico, da zaradi opravljanja nujnih servisnih del na Centralni podatkovni bazi občasno izklopi storitev CVS Mobile. Ponudnik si bo ob teh izklopih prizadeval, da bodo trajali najkrajši možni čas. O takšnih izklopih bo ponudnik predhodno obveščal naročnika na spletni strani <http://www.cvs-mobile.si>.

Naročnina in najemnina se zaradi nemožnosti uporabe storitev CVS Mobile zaradi del iz prejšnjih odstavkov tega člena ne zniža.

**GARANCIJA****12. člen**

V primeru, da naročnik kupi opremo, daje ponudnik na to opremo dveletno garancijo.

Garancijska doba za posamezne dobavljene naprave je dve leti od datuma montaže posameznih enot v vozila naročnika.

Garancija ne velja v primerih pojava prenapetosti (strela, indukcije, ...) in drugih vremenskih-atmosferskih motenj ali v primeru višje sile. Z višjo silo se razume nastop okoliščin, ki oteuujejo ali onemogočajo izpolnitev pogodbenih obveznosti ene ali druge pogodbene stranke in ki so nastale po sklenitvi naročniškega razmerja ter jih pogodbeni stranki ob sklenitvi naročniškega razmerja nista mogli predvideti, preprečiti ali se jim izogniti. V primeru višje sile je dolžna pogodbeni stranka, pri kateri je le-ta nastala, pisno obvestiti drugo pogodbeno stranko o nastopu ali prenehanju višje sile. V primeru nastanka škode zaradi višje sile je vsaka pogodbeni stranka dolžna nositi stroške, ki so ji zaradi višje sile nastali.

Garancija prav tako ne velja, če je do poškodbe naprave prišlo zaradi mehanskih poškodb naprav ali zaradi ravnjanja z napravami v nasprotju z navodili. Garancija prav tako ne pokriva normalne izrabe potrošnega materiala (baterije, zunanje antene, 12V avtomobilski vtiči, varovalke ipd.)

**OBVEZNOSTI IN ODGOVORNOSTI NAROČNIKA****13. člen Naročnik:**

se zavezuje, da bo uporabljal storitve v skladu z navodili za uporabo; sam odgovarja za izbor, zaščito in uporabo dostopnih gesel, ki so potrebna za uporabo storitev. Geslo mora naročnik ob prvi uporabi spremeniti.

**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 to pay the binding amounts specified in Article 18. and 19. 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.si>.

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 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;

je zavezan obvestiti ponudnika o sumu zlorabe njegovega gesla s strani tretje osebe. Ponudnik bo naročniku takoj in brezplačno dodelil novo geslo; je odgovoren za vse fizične poškodbe ali odtujitve (kraje) opreme v primeru najema, tudi če so poškodbe ali odtujitve posledica dejanj tretjih oseb. V primeru poškodbe ali odtujitve je naročnik dolžan plačati stroške popravila oz. nove opreme.

Naročnik se obvezuje, da bo: poravnal račune za uporabljene storitve (kupnino, najemnino, naročnino ipd.) v roku, navedenem na računu; poskrbel za varnost podatkov za priklop oziroma uporabo storitev CVS Mobile, ki so mu bili dodeljeni, in v primeru izgube ali kraje le-teh takoj obvestil ponudnika; skrbno varoval podatke ter poravnal račune za uporabljene storitve tudi v primeru, da jih bo uporabljala tretja oseba; ponudniku povrniti škodo, ki bi nastala kot posledica kršenja splošnih pogojev, naročniške pogodbe ali veljavnih predpisov; skrbel za zaščito zaupnih podatkov in vsebino storitev.

#### 14. člen

Naročnik ne sme uporabiti storitve CVS Mobile v namene, ki bi na kakršen koli način kršili osebnostne pravice posameznikov, ali na način, ki ni dovoljen z zakonom, oziroma za doseganje nezakonitih ciljev.

Vsako predvideno spremembo v načinu delovanja naročnikovega sistema, ki bi imela vpliv na kakovost delovanja ponudnikovih storitev, mora naročnik sporočiti ponudniku pisno, po e-pošti, najmanj 2 dni prej. Brez ponudnikove predhodne, pisne in izrecne odobritve naročnik ne sme izvesti predvidene spremembe.

Vsako načrtovano spremembo na naročnikovem sistemu, ki bi vplivala na spremembo tehničnih parametrov in nastavitev sistema CVS Mobile (sprememba računalniškega sistema, zamenjava, sprememba ali nadgradnja strojne ali programske opreme, način povezovanja po komunikacijskem omrežju in drugo), mora naročnik sporočiti ponudniku najmanj 30 (trideset) dni pred spremembo. Brez ponudnikove predhodne pisne in izrecne odobritve naročnik ne sme izvesti načrtovane spremembe.

Naročnik ne sme posegati v sistem CVS Mobile na način, ki bi imel za posledico tehnične ali druge motnje v delovanju in integriteti sistema. Naročnik mora upoštevati vsa pravila varovanja in zaščite sistema CVS Mobile in podatkov in ne sme poskušati vdreti v zaščiteni del sistema CVS Mobile, izvajati storitev na sistemu z neodobreno opremo ali pristopati do podatkov, za katere ni pooblaščen.

Naročnik je dolžan vse motnje pri uporabi sistema prijaviti takoj (po telefonu, telefaksu ali elektronski pošti) in na način, ki je dogovorjen oz. podan v navodilih izvajalca.

V primeru kršitve določil iz tega člena je naročnik dolžan ponudniku ali tretjim osebam povrniti vso nastalo škodo. Poleg tega je naročnik, v primeru kršitve prepovedi iz tega člena, dolžan vso opremo, ki jo ima v najemu od ponudnika, odkupiti po polni ceni, to je za vrednost nove opreme, v skladu z veljavnim cenikom ponudnika, ki velja na dan, ko ponudnik od naročnika zahteva kupnino.

### ODGOVORNOST PONUDNIKA STORITVE

#### 15. člen

Ponudnik ne odgovarja za škodo, ki naročniku nastane zaradi: neupoštevanja določb teh splošnih pogojev, dogovorov ali izrecnih navodil ponudnika;

navodil za uporabo vgrajene (kupljene ali najete) opreme; neupoštevanja splošnih pogojev koncesionarja; napak, motenj v delovanju ali nedelovanju mobilnega omrežja koncesionarja; nedelovanja sistema v tujih mobilnih omrežjih; napak, motenj v delovanju ali nedelovanju internetne povezave med Centralno podatkovno bazo in naročnikom; napak, motenj v delovanju ali nedelovanju GPS sistema, kot tudi v primeru, če GPS signal zaradi razlogov, na katere ponudnik storitve ne more vplivati, ni zadovoljive kvalitete.

Ponudnik ne odgovarja za izgubo podatkov, ki so shranjeni v GPS/GSM modemu ali drugi vgrajeni opremi v primeru, da se modem ali oprema iz kateregakoli vzroka izklopi iz električne napeljavne vozila ali da se podatki izgubijo zaradi mehanske poškodbe enote (npr. v primeru avtomobilske nesreče).

Ponudnik storitve ne odgovarja za škodo, ki lahko nastane zaradi razkritja ali neavtorizirane uporabe podatkov v primeru:

vdora v računalniški sistem, izgube ali razkritja uporabniškega gesla, nevestnega hranjenja uporabniškega gesla.

Ponudnik ne odgovarja in ne jamči za škodo in napake, ki bi izvirale iz programske opreme sistema CVS Mobile ali iz napak v delovanju omrežja GSM in GPRS.

V nobenem primeru ponudnik ni odgovoren za kakršno koli škodo, vključno in ne omejeno na škodo zaradi izgube dobička, prekinitve poslovanja, izgube poslovnih informacij ali drugo gmotno ali negmotno škodo, ki izvira iz uporabe ali nemožnosti uporabe storitve CVS Mobile.

V nobenem primeru odškodnina ne more preseči vsote povprečne enomesečne naročnine oškodovanega naročnika v zadnjega pol leta pred škodnim dogodkom oziroma v ustreznem krajšem obdobju, če naročniško razmerje še ne traja pol leta.

V drugih primerih ponudnik odgovarja le za škodo, povzročeno namerno ali iz hude malomarnosti, odgovornost ponudnika za morebitno povzročeno škodo pa je

obližniti obvestiti Providerja o sumu na zlorabo njegovega gesla s strani tretje osebe. 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; 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.

omejena le do višine navadne škode (tj. zmanjšanje premoženja). Ob odkritju napak in nepravilnosti oziroma nastanka škode mora naročnik nastopiti z ustreznimi ukrepi za zmanjšanje škode.

**TESTNE INŠTALACIJE****16. člen**

Naročnik in ponudnik storitve se lahko iz razloga ugotavljanja ustreznosti storitve CVS Mobile dogovorita, da bo ponudnik v nekatera vozila naročnika (testna vozila) za določen čas montiral opremo ter omogočil naročniku uporabo storitve CVS Mobile. Trajanje testnega obdobja navedeta naročnik in ponudnik storitve v testni pogodbi za uporabo storitve.

Naročnik je dolžan najkasneje 8 dni pred potekom testnega obdobja obvestiti ponudnika storitve 1. bodisi, da bo sklenil naročniško pogodbo, ter pri tem navesti storitev, na katero se želi naročiti, in ali bo opremo kupil ali vzel v najem, 2. bodisi, da ne bo sklenil naročniške pogodbe, in pri tem navesti datum, kdaj lahko ponudnik storitve demontira opremo iz njegovih testnih vozil. Datum demontaže mora biti določen v obdobju do poteka testnega obdobja.

Če naročnik ne izpolni svojih obveznosti iz prejšnjega odstavka tega člena, se šteje, da je naročnik s ponudnikom storitve sklenil najemno naročniško pogodbo za nedoločen čas, za vgrajeno opremo z izbranim paketom in z začetkom trajanja naročniškega razmerja z dnevom poteka testne dobe ter v skladu s trenutno veljavnim cenikom.

**LASTNINSKA PRAVICA IN PREDHODNI ODKUP OPREME****17. člen**

Oprema, ki jo naročnik najame in se vgradi v naročnikovo vozilo, je last ponudnika, zato jo je naročnik po prenehanju naročniškega razmerja dolžan nemudoma vrniti ponudniku.

Pogodbeni stranki se lahko kadarkoli v času trajanja naročniške pogodbe ali tudi po koncu le-te dogovorita za odkup opreme.

**PRENEHANJE POGODBE, ONEMOGOČANJE DOSTOPA DO PODATKOV IN ODPOVED POGODBE****18. člen**

Naročniška pogodba se sklepa za obdobje, ki je navedeno na pogodbi in ki začne teči naslednji dan po sklenitvi pogodbe. Če obdobje sklenitve na pogodbi ni navedeno, je pogodba sklenjena za nedoločen čas.

V primeru, da se pogodba sklepa za nedoločen čas, je odpovedni rok 30 dni. V primeru odpovedi pogodbe sklenjene za nedoločen čas pred pretekom dobe 24 mesecev od začetka njene veljavnosti, je naročnik dolžan plačati ponudniku demontažo opreme v vrednosti 50€/vozilo (znesek ne vsebuje DDV).

Če se naročniška pogodba sklepa za določeno obdobje (ki je navedeno na pogodbi) in naročnik odpove pogodbo pred potekom tega obdobja, je dolžan ponudniku v 8 dneh po odstopu poravnati vse obveznosti, ki bi zanj nastale na podlagi pogodbe do konca obdobja sklenitve, če predčasne odpovedi ne bi bilo. Pri tem se za obračun vzame stanje opreme in storitev na dan odstopa od pogodbe.

Po preteku obdobja, za katero je bila sklenjena pogodba, se naročniško razmerje avtomatsko nadaljuje kot nova pogodba, z enakimi pogoji in v enakem trajanju kot prejšnja, razen če katera od strank najkasneje en mesec pred iztekom obdobja sklenitve izjavi, da ne želi podaljšanja. Pod pogoji iz tega odstavka se lahko naročniško razmerje večkrat avtomatično podaljša. Določba tega odstavka velja, če se stranki v pogodbi ali v ločenem pisnem sporazumu ne dogovorita drugače.

V vseh primerih prenehanja po tem členu je naročnik dolžan tudi v celoti poravnati vse obveznosti iz naročniškega in najemnega/nakupnega razmerja, nastale do dne, ko je naročniško razmerje dejansko prenehalo, to je do trenutka, ko je bil naročnik izklopljen iz storitve CVS Mobile oziroma, v primeru najema opreme, ko je bila le-ta vrnjena ponudniku.

Vsaka od pogodbenih strank lahko brez odpovednega roka odpove naročniško razmerje, če ugotovi, da nasprotna stranka krši določila teh splošnih pogojev, naročniške pogodbe ali določila veljavnih predpisov.

Ponudnik lahko kadarkoli, brez odpovednega roka, odpove naročniško razmerje, če je zoper naročnika začel ali končan postopek prisilne poravnave, stečaja, likvidacije, izbriša iz sodnega registra ali drug postopek zaradi insolventnosti ali prisilnega prenehanja, ali če ponudnik na drug način ugotovi, da ima ali bi utegnil imeti naročnik težave v smislu poslovanja in izpolnjevanja pogodbenih obveznosti.

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 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..

## 19. člen

Ponudnik lahko naročniško pogodbo brez predhodne pisne privolitve naročnika kadarkoli prenese na katerokoli podjetje v večinski lasti družbe CVS Mobile oziroma podjetje, ki ga družba CVS Mobile obvladuje, o čemer obvesti naročnika. Ob seznanitvi s temi splošnimi pogoji naročnik podaja vnaprejšnjo privolitve v takšen prenos. Vsak drugačen prenos naročniške pogodbe zahteva pisno privolitve nasprotno stranke, sicer je takšen prenos ničen. Naročniška pogodba zavezuje vse vpletene stranke, njihove pravne naslednike, pravne zastopnike in pooblaščenca.

## 20. člen

Ponudnik si pridržuje pravico, da v primeru, če naročnik ne poravnava vseh svojih zapadlih obveznosti, onemogoči dostop do podatkov na Centralni informacijski podatkovni bazi, in sicer za vsa vozila naročnika, ki imajo instaliran sistem CVS Mobile. V obdobju, ko je dostop do podatkov onemogočen, je dolžan naročnik kljub temu ponudniku plačevati vse svoje obveznosti (naročnina, najemnina in drugo), določene s pogodbo in veljavnim cenikom. Po celotnem poplačilu vseh zapadlih obveznosti je dolžan ponudnik naročniku znova omogočiti dostop do podatkov na Centralni informativni podatkovni bazi, pri čemer ponudnik ne odgovarja za podatke v obdobju, ko je bil naročniku dostop do Centralne podatkovne baze onemogočen.

Če naročnik ne poravnava svojih obveznosti v treh mesecih od njihove zapadlosti, ima ponudnik pravico, da izklopi SIM kartice iz mobilnega omrežja. Tak izklop pomeni tudi odpoved naročniškega razmerja s strani ponudnika brez odpovednega roka. V primeru takšne odpovedi pogodbe s strani ponudnika nastanejo za naročnika enake posledice, kot so določene v 3. odstavku 18. člena teh splošnih pogojev; pri tem ni pomembno, kdaj ponudnik izklopi SIM kartico oz. odstopi od pogodbe, prav tako ni pomembno, kdaj se obdobje treh mesecev neplačila naročnika izteče; tudi če ponudnik izklopi kartico oz. odstopi od pogodbe ali se obdobje treh mesecev izteče po preteku obdobja vezave, to ne vpliva na naročnikovo dolžnost plačila iz 3. odstavka 18. člena teh pogojev.

**POGOJI ZA IZKLOP STORITVE**

## 21. člen

Ponudnik lahko zaradi varovanja naročnikovih interesov ali preprečevanja zlorab naročniku začasno prepreči uporabo storitve CVS Mobile v primeru suma zlorabe ali če z naročnikom ne more vzpostaviti kontakta.

Ponudnik izklopi GPS/GSM modem iz mobilnega omrežja, če ponudnik ali koncesionar oz. njegovi pogodbeni partnerji ugotovijo, da se naročniška kartica uporablja v GPS/GSM modemu ali katerem koli drugem terminalu, ki je ukraden, zlorabljen ali odtujen na protipraven način ali če ugotovijo, da se naročniška kartica uporablja v kakšnem drugem terminalu, ki ni GPS/GSM modem.

V primeru uničenja, izgube ali kraje GPS/GSM modema ali druge vgrajene opreme je naročnik dolžan o tem nemudoma pisno obvestiti ponudnika, v primeru kraje pa tudi Policijo.

V primeru prijave uničenja, izgube ali kraje GPS/GSM modema ali druge vgrajene opreme bo ponudnik onemogočil uporabo SIM kartice. Ponudnik bo to storil najkasneje v 24 urah po prejemu obvestila naročnika. Morebitni stroški opravljenih storitev v času do dejanskega izklopa bremenijo naročnika.

V primeru uničenja, izgube ali kraje GPS/GSM modema ali druge vgrajene opreme je naročnik dolžan ponudniku plačati znesek, ki ustreza vrednosti nove opreme, po trenutno veljavem ceniku ponudnika.

**VAROVANJE PODATKOV**

## 22. člen

Podatki, ki se nanašajo na naročniško razmerje, so poslovna skrivnost ponudnika. Ponudnik bo podatke v zvezi z naročniškim razmerjem zbiral, obdeloval in uporabljal v skladu s predpisi o varovanju osebnih podatkov in jih bo uporabljal le za sklepanje, izvajanje, spreminjanje in prekinitve pogodbe z naročnikom, zaračunavanje storitev, izdajanje računov in morebitno obveščanje naročnika glede novosti v ponudbi.

Ponudnik bo pridobljene podatke uporabljal le za nemoteno izvajanje naročniškega razmerja in za tržne analize in obvestila, namenjene izboljšanju ponudbe naročnikom in uporabnikom.

Naročnik s sprejetjem teh splošnih pogojev daje soglasje ponudniku, da lahko podatke sledenja nadalje obdelava, jih anonimizira in jih uporablja v namene analitike v transportu ali tako obdelane anonimizirane podatke pošilja v obdelavo tretjim osebam za namene analitike v transportu.

Zaradi nemotene izvajanja naročniške pogodbe naročnik pooblašča ponudnika, da si slednji sme z namenom nemotene izvajanja naročniške pogodbe in izterjave morebitnih zapadlih odprtih terjatev, ki jih ima do naročnika, kadarkoli in od kateregakoli organa, institucije, delodajalca, banke ali drugega upravljavca osebnih podatkov, pridobiti zahtevane podatke, z namenom preverjanja podatkov, navedenih v pogodbi o sklenitvi naročniškega razmerja oz. za ugotavljanje njihovih sprememb.

Varnost prenosa podatkov po mobilnem omrežju in pogovorov v času vzpostavljene zveze je odvisna od tehničnih zmognosti in pogojev koncesionarja in njegovih pogodbenih partnerjev.

Ponudnik skrbi, da so naročnikovi podatki v Centralni podatkovni bazi zavarovani z ustreznimi ukrepi in tehničnimi metodami. Dostop do teh podatkov ima samo naročnik, ustrezni državni organi, če imajo za to zakonsko podlago, in ponudnik

## 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.

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

## Splošni pogoji za uporabo storitve CVS Mobile

kot operater sistema za potrebe servisiranja sistema, nudenja uporabniške podpore in sestavljanja mesečnih poročil naročniku.

Zaradi preverjanja identitete in varovanja podatkov se naročnik pri inštalaciji nove aplikacije dolžan na ponudnikovo zahtevo identificirati s številko naročniške pogodbe. Naročnik je sam odgovoren za to, da številko naročniške pogodbe varuje kot zaupen podatek.

Ponudnik storitve lahko zaradi lastne promocije objavi podatek o obstoju naročniške pogodbe in številu instaliranih GPS/GSM modemov oziroma druge vgrajene opreme ter osnovne podatke o naročniku (naziv, sedež, kontaktna oseba, kontaktna telefonska številka in kontaktni e-naslov).

### KONČNE DOLOČBE

#### 23. člen

Pisanja iz teh splošnih pogojev se pošilja na naslov, ki je naveden v naročniški pogodbi oz. na nov naslov, ki ga ena pogodbeni stranka pisno sporoči drugi pogodbeni stranki. S tem se vročitev šteje za opravljeno, čeprav naslovnik pisanja ni prevzel.

Pogodbeni stranki bosta morebitne spore, ki bi izvirali iz naročniške pogodbe, reševali sporazumno. V nasprotnem primeru je za spore pristojno sodišče v Ljubljani.

#### 24. člen

Ponudnik si pridržuje pravico do spremembe teh splošnih pogojev, pod pogojem, da o spremembah vsaj 8 dni pred začetkom veljavnosti obvesti naročnike in sicer tako, da na spletni strani <http://www.cvs-mobile.si/> objavi nove splošne pogoje. Če naročnik ne soglaša s spremembami oziroma dopolnitvami splošnih pogojev, lahko odstopi od naročniške pogodbe. Odstop lahko začne veljati nemudoma. Če ponudnik ne prejme odstopne izjave v 30 dneh od dneva, ko je obvestil naročnika o spremembah in dopolnitvah v skladu s prvim odstavkom tega člena, se šteje in naročnik to izrecno potrjuje, da naročnik sprejema in se strinja s spremembami oziroma dopolnitvami teh splošnih pogojev, pogodbeno razmerje med strankam pa se po poteku 30 dni od objave sprememb in dopolnitev presoja v skladu s spremenjenimi oziroma dopolnjenimi splošnimi pogoji.

#### 25. člen

S podpisom naročniške pogodbe naročnik potrjuje, da jo je ob njenem podpisu prejel in je seznanjen z vsebino teh splošnih pogojev ter da soglaša z njihovo vsebino, kakor tudi s cenikom in opisom storitev in drugimi prilogami k naročniški pogodbi in sprejema vse obveznosti iz njihovega naslova.

V Ljubljani, dne 17.09.2018

## General Terms and Conditions for Using the CVS Mobile Service

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.si/>

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 Ljubljana, 17 Septembre 2018