

Privredno društvo CVS Mobile d.o.o., Ulica Španskih boraca 24V, 11070 Novi Beograd (u nastavku i ponuđač sistema CVS Mobile ili ponuđač), dana 17.9. 2018. donelo je sledeće

Opšte uslove za korišćenje usluge cvs mobile

OPŠTE ODREDBE

1. član
Ovi opšti uslovi uređuju pružanje usluga CVS Mobile pretplatnicima.

DEFINISANJE POJMOVA

2. član

Sistem CVS Mobile je sistem za praćenje, komunikaciju i upravljanje voznim parkom. Sistem se sastoji od programske i mašinske opreme.

Usluga CVS Mobile je usluga koja pretplatniku omogućuje centralni nadzor voznog parka i komunikaciju sa vozilima pomoću mobilne mreže koju nudi ponuđač.

Pretplatnik je korisnik usluge CVS Mobile, koji ima sklopljen pretplatnički ugovor za korišćenje usluge CVS Mobile za barem jednu instalaciju GPS/GSM modema.

Mobilna mreža je bežična telekomunikaciona mreža koja omogućava prenos podataka i govorne veze između korisnika radio terminalne opreme unutar odgovarajuće mobilne mreže, kao i sa drugim telekomunikacionim mrežama.

Koncesionar je pravno lice koje izvodi pravnu i stvarnu kontrolu celokupnih funkcija, koje su potrebne za obezbeđivanje usluga mobilne mreže.

Usluge mobilne mreže su uspostavljanje govornih veza, prenos podataka i druge tehničke i komercijalne usluge koje omogućava mobilna mreža i pruža ih koncesionar.

SIM – Subscriber Identity Module (SIM kartica) je kartica sa upisanim korisnikovim kodom, koja omogućava priključivanje na mobilnu mrežu i identifikuje korisnika mobilne mreže. U slučaju usluge CVS Mobile, pretplatnička kartica je vlasništvo ponuđača.

Centralna baza podataka je računarski centar kome pristupa pretplatnik korišćenjem posebne aplikacije i omogućava naručiocu grafički pregled položaja vozila na digitalnim mapama, pregled rada vozila, slanje i primanje izveštaja, analiziranje prethodnih ruta, izradu različitih izveštaja itd.

Oprema je sva mašinska i programska oprema koju ponuđač ugrađuje u vozila i uslov je za uspešan rad usluge CVS Mobile. Opremom se smatra aplikacija CVS Mobile WEB, GPS/GPRS modem, komunikacioni terminal, navigacioni terminal, interfejsi, senzori, prekidači, kablovi za povezivanje itd., mada se ne ograničava samo na nabrojano.

GPS/GSM modem je jedinica koja se sastoji od GPS/GPRS modula, SIM kartice i antene za prijem satelitskog i prenos radio-signala.

Komunikacioni terminal je jedinica koja omogućava uspostavljanje komunikacije do svakog pojedinačnog vozila odn. pretplatnika gde radi aplikacija CVS MOBILE WEB.

Navigacioni terminal je jedinica koja omogućava uspostavljanje komunikacije do svakog pojedinačnog vozila odn. pretplatnika gde radi aplikacija; a dodatno omogućava i navigaciju.

GPS (Global positioning system) je sistem za određivanje geolokacije pomoću satelitskog signala.

Pretplata je dogovorena cena za korišćenje usluge CVS Mobile.

Zakup je dogovorena cena za mašinsku opremu usluge CVS Mobile.

Pretplatnički ugovor je ugovor između ponuđača i pretplatnika kao krajnjeg korisnika, kojim se zasniva pretplatnički odnos za korišćenje usluge CVS Mobile. Njegov sastavni deo su i ovi opšti uslovi i cenovnik usluga ponuđača. Pretplatnički odnos nastaje zaključivanjem pretplatničkog ugovora. Pretplatnički ugovor se zaključuje u pismenoj formi na odštampanom obrascu, a eventualni usmeni dogovori nisu važeći.

3. član

Odnos između ponuđača i pretplatnika uređuje, pored važećeg zakonodavstva, i pretplatnički ugovor čiji sastavni deo čine i ovi opšti uslovi, uputstva za upotrebu i važeći cenovnici usluga koji sadrže spisak važećih cena usluga. Ove opšte uslove mogu da dopune posebni dogovori ugovornih strana i po pravilu obavezuju isto kao i oni. Ukoliko opšti uslovi i posebni dogovori nisu usklađeni, važe posebni dogovori. Tokom pretplatničkog odnosa može da se ugradi i dodatna oprema i/ili obezbede dodatne usluge CVS Mobile i na osnovu potpisanog zapisnika o montaži ili drugog pismenog dokumenta, bez potrebe za sklapanjem novog pretplatničkog ugovora.

Za korišćenje usluga mobilne mreže važe, pored odredaba ovih opštih uslova, i opšti uslovi koncesionara mobilne mreže koji brine o povezanosti vozila sa Centralnom bazom podataka ukoliko ih ovi opšti uslovi ne isključuju.

Pretplatnik prilikom instalacije aplikacije CVS MOBILE WEB potvrđuje da je saglasan sa Uslovima za krajnjeg korisnika (End-Users Terms) s obzirom na upotrebu licenciranih podataka GOOGLE MAPS i licenciranu programsku opremu. Ovom potvrdom Uslovi za krajnjeg korisnika postaju sastavni deo opštih uslova za korišćenje usluge CVS Mobile.

4. član

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

Ponuđač će pretplatnika obavestavati o novim uslugama koje sistem omogućava, o novim paketima, izmenama paketa, o cenama i izmenama cena

The company CVS Mobile d.o.o., Ulica Španskih boraca 24V, 11070 Novi Beograd (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.

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.

usluga, kao i o zemljama u kojima je funkcionalnost usluge CVS Mobile na raspolaganju preko internet adrese: <http://www.cvs-mobile.rs/>.

Ponuđač će obezbeđivati uslugu CVS Mobile, koja se zasniva na tehnologiji prenosa GPRS ili drugih odgovarajućih načina prenosa podataka, sve dok takav prenos bude obezbeđivao koncesionar. Ukoliko koncesionar trajno prestane da obezbeđuje prenos, ponuđač može bez obaveza po sopstvenoj proceni da odustane od pretplatničkog ugovora ili da obezbedi prenos preko drugog koncesionara.

Pretplatnik je za korišćenje usluge CVS Mobile dužan da o sopstvenom trošku pribavi odgovarajuću internet vezu. Minimalna brzina internet veze za odgovarajući odziv sistema je 64 kb/s (jedan ISDN kanal) ili brža i računar sa internet pretraživačem.

Pretplatnik ne sme da koristi SIM karticu koja je integrisana u GPS/GSM modeme ili drugu opremu u nekom drugom terminalu ili za drugu svrhu nego što je određena u pretplatničkom ugovoru. Pretplatnik ne sme da proda opremu ili da je na drugi način posreduje trećim licima, niti da im omogući njeno korišćenje i to bez obzira da li je pretplatnik opremu kupio ili je samo iznajmio ni posle prestanka pretplatničkog odnosa, osim ukoliko je za to prethodno dobio izričitu pismenu saglasnost ponuđača.

Sva prava intelektualne svojine za obavljanje usluge CVS Mobile i na opremi su u vlasništvu ponuđača. Pretplatnik pretplatničkim odnosom ne stiče bilo kakva prava na ova prava intelektualne svojine, osim prava korišćenja koja su izričito navedena u pretplatničkom ugovoru i ovim opštim uslovima.

POČETAK PRETPLATNIČKOG ODNOSA

5. član

Pretplatnički odnos za korišćenje CVS Mobile ugovorne strane zasnivaju zaključenjem pretplatničkog ugovora i počinje da važi posebno za svako vozilo od trenutka uključivanja vozila u sistem CVS Mobile, što potvrđuje pretplatnik potpisivanjem radnog naloga. Trenutak uključivanja vozila u sistem označava i početak trajanja pretplatničkog odnosa određenog pretplatničkim ugovorom. Na njega se nadovezuju sva prava i obaveze iz pretplatničkog ugovora i ovih opštih uslova.

U pretplatničkom ugovoru strane između ostalog određuju paket usluga (praćenje unutar Republike Srbije i u inostranstvu), kao i funkcionalnosti paketa (praćenje ili praćenje i komunikacija ili praćenje sa 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 da budu realni, tačni i potpuni, jer je u suprotnom pretplatnik materijalno i krivično odgovoran.

ZAKUPNINA I PRETPLATA

6. član

Cene kupovine i iznajmljivanja ponuđačeve opreme i visina pretplate ponuđačevih usluga su definisane u cenovniku koji je sastavni deo pretplatničkog ugovora zaključenog između ponuđača i pretplatnika.

Ponuđač će izdati račun za usluge prema ovom ugovoru do svakog poslednjeg dana u mesecu za tekući mesec. Rok plaćanja za ugovorne usluge je 15 dana od datuma izdavanja računa. Kupovnu cenu za plaćanje opreme u slučaju da je pretplatnik kupuje, pretplatnik je dužan da plati u roku od osam dana od montaže opreme u vozila, osim ako se sa ponuđačem usluge ne dogovori drugačije. Mesečna pretplata predstavlja fiksni mesečni paušal.

Ponuđač usluge zadržava pravo na izmenu pretplate na usluge CVS Mobile i na izmenu cena zakupa i zakupa ponuđačeve opreme. Ponuđač usluge će o izmenama cena pravovremeno obavestiti naručioca, barem mesec dana pre početka važenja novih cena.

7. član

Pretplata se obračunava na sledeći način:

- pretplata se obračunava za tekući mesec,
- za novo priključivanje vozila u sistem pretplata se obračunava od datuma uključivanja do poslednjeg dana meseca na sledeći način: (pretplata/30 dana x dani korišćenja = iznos delimične pretplate).

Pretplatnik je dužan da izmiri i sve troškove (pretplatu), koji su nastali zbog korišćenja CVS Mobile od strane trećeg lica.

Pretplatnik je dužan da prema ponuđaču usluge izmiri sve troškove naplate duga njegovih dospelih obaveza.

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 da izvode samo ovlašćeni servisi ponuđača.

Montaža, premontaža i demontaža se obračunavaju u skladu sa važećim cenovnikom ponuđača koji važi na dan montaže, premontaže ili demontaže.

Ponuđač zadržava pravo da bilo kada izmeni cenovnik montaže, premontaže i demontaže.

Pretplatnik ni u jednom slučaju ne sme sam ili preko trećeg lica, koje nije ponuđač ili ovlašćeni servis ponuđača, da montira, premontira ili demontira opremu i odgovara za svu štetu koju bi ponuđač ili treće lice pretrpelo kršenja ve zabrane. Pretplatnik je, u slučaju kršenja zabrane iz prethodnog stava ovoga člana, dužan da svu opremu koju ima iznajmljenu od ponuđača, otkupi po punoj ceni, tj. za

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.rs/>. 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,
- 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

vrednost nove opreme u skladu sa važećim cenovnikom ponuđača koji važi na dan kada ponuđač od pretplatnika zahteva 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 da ponuđaču neodložno omogući demontažu iznajmljene opreme. Demontaža se obračunava u skladu sa važećim cenovnikom koji važi na dan demontaže.

U slučaju prekida ugovora, za vreme prekida ugovora računa se trenutak kada je ponuđač demontirao svu iznajmljenu opremu. Pretplatnik je dužan da, za vreme od trenutka kada ponuđač zahteva 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. Vreme stvarnog prekida ugovora ne utiče na dužnost naručioca da plati obavezujuće iznose koji su određeni u članu 18. i 19. ovih uslova. Pored toga se, u slučaju da pretplatnik ne ispuni svoje obaveze iz prvog stava ovog člana, računa da pretplatnik želi opremu koju ima pod zakupom da kupi po punoj ceni, zbog čega mu ponuđač može po sopstvenoj proceni ili da izda račun u vrednosti nove opreme, ili da insistira na demontaži. U poslednjem slučaju svi troškovi demontaže i sa njom povezani troškovi (npr. sudski postupci odnosno intervencija suda, druge službene postupke, policije detektiva itd.) padaju na teret pretplatnika.

SERVIS

11. član

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

Ponuđač usluge obezbeđuje ovlašćene servise za opremu.

Samo ovlašćeni servis može da obavlja 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 obavestiti pretplatnika na internet strani <http://www.cvs-mobile.rs>.

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

GARANCIJA

12. član

U slučaju da naručilac kupi opremu, ponuđač na tu opremu daje garanciju predviđenu Zakonom o zaštiti potrošača.

Period garancije za pojedine isporučene uređaje se računa od datuma montaže pojedinih jedinica u vozila pretplatnika i predviđen je Zakonom o zaštiti potrošača.

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 onemogućavaju ispunjavanje ugovornih obaveza jedne ili druge ugovorne strane i koje su nastale posle sklapanja pretplatničkog odnosa, a ugovorne strane ih prilikom sklapanja pretplatničkog odnosa nisu mogle predvideti, sprečiti ili izbeći. U slučaju više sile, ugovorna strana kod koje je ista nastala, dužna je da pismenim putem obavesti drugu ugovornu stranu o nastupanju ili prestanku više sile. U slučaju nastanka štete usled više sile, svaka ugovorna strana je dužna da snosi troškove koji su nastali zbog više sile.

Garancija ne važi ako je do oštećenja uređaja došlo usled mehaničkih oštećenja uređaja ili zbog postupanja sa uređajima na način koji je u suprotnosti sa uputstvom. Garancija ne pokriva normalno korišćenje potrošnog materijala (baterije, spoljašnje antene, 12 V automobilski utikači, osigurači itd.)

OBAVEZE I ODGOVORNOSTI PRETPLATNIKA

13. član

Pretplatnik:

- se obavezuje da će koristiti usluge u skladu sa uputstvima za upotrebu;
- sam odgovara za izbor, zaštitu i korišćenje pristupnih lozinki koje su potrebne za korišćenje usluge. Pretplatnik mora da izmeni lozinku prilikom prve upotrebe;
- je obavezan da obavesti ponuđača o sumnji u zloupotrebu njegove lozinke od strane trećeg lica. 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 posledica radnji trećih lica. U slučaju oštećenja ili otuđenja, pretplatnik je dužan da plati troškove popravke odn. nove opreme.

Pretplatnik se obavezuje da će:

- izmiriti račune za korišćene usluge (kupovinu, zakup, pretplatu itd.) u roku koji je naveden na račun;
- se pobrinuti za bezbednost podataka za priključivanje odnosno korišćenje usluge CVS Mobile koji su mu dati, i u slučaju gubitka ili krađe, o tome će odmah obavestiti ponuđača;
- pažljivo zaštititi podatke i izmiriti račune za korišćene usluge u slučaju da ih koristi treće lice;
- ponuđaču nadoknaditi štetu koja bude nastala kao posledica kršenja opštih

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.rs>.

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;
- 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;

- uslova, pretplatničkog ugovora ili važećih propisa;
- voditi računa o zaštiti poverljivih podataka i sadržini usluga.

14. član

Pretplatnik ne sme da koristi uslugu CVS Mobile u svrhe koje bi na bilo koji način kršile lična prava pojedinaca ili na način koji nije dozvoljen zakonom, odnosno za postizanje nezakonitih ciljeva.

Svaku predviđenu izmenu u načinu rada pretplatnikovog sistema koja bi imala uticaja na kvalitet rada ponuđačevih usluga, pretplatnik mora da saopšti ponuđaču pismenim putem preko elektronske pošte, najmanje 2 dana ranije. Bez ponuđačevog prethodnog pismenog i izričitog odobrenja, pretplatnik ne sme da izvede predviđene izmene.

Svaku planiranu izmenu na pretplatnikovom sistemu, koja bi uticala na izmenu tehničkih parametara i podešavanja sistema CVS Mobile (izmena računarskog sistema, zamena, izmena ili nadgradnja mašinske ili programske opreme, način povezivanja po komunikacionoj mreži i drugo), pretplatnik mora da saopšti ponuđaču najmanje 30 (trideset) dana pre izmene. Bez ponuđačevog prethodnog pismenog i izričitog odobrenja, pretplatnik ne sme da izvede planirane izmene.

Pretplatnik ne sme da posegne u sistem CVS Mobile na način koji bi imao za posledicu tehničke ili druge smetnje u radu i integritetu sistema. Pretplatnik mora da uzme u obzir sva pravila čuvanja i zaštite sistema CVS Mobile i podataka i ne sme da pokuša da upadne u zaštićeni deo sistema CVS Mobile, izvodi usluge na sistemu sa neodobrenom opremom ili pristupa podacima za koje nije ovlašćen.

Pretplatnik je dužan da sve smetnje prilikom upotrebe sistema prijavi odmah (preko telefona, telefaksa ili elektronske pošte) i na način koji je dogovoren odn. iznet u uputstvima izvođača.

U slučaju kršenja odredaba iz ovog člana, pretplatnik je dužan da ponuđaču ili trećim licima nadoknadi svu nastalu štetu. Pored toga, pretplatnik je, u slučaju kršenja zabrane iz ovog člana, dužan da svu opremu ponuđača koju ima pod zakupom otkupi po punoj ceni, tj. za vrednost nove opreme, u skladu sa važećim cenovnikom ponuđača koji važi na dan kada ponuđač od pretplatnika zahteva kupovinu.

ODGOVORNOST PONUĐAČA USLUGE

15. član

Ponuđač ne odgovara za štetu koja nastane pretplatniku zbog:

- nepoštovanja odredaba ovih opštih uslova, dogovora ili izričitih uputstava ponuđača;
- nepoštovanja uputstava za upotrebu ugrađene (kupljene ili iznajmljene) opreme;
- nepoštovanja opštih uslova koncesionara;
- grešaka, smetnji u radu ili nefunkcionisanja mobilne mreže koncesionara;
- nefunkcionisanja sistema u stranim mobilnim mrežama;
- grešaka, smetnji u radu ili nefunkcionisanja internet veze između Centralne baze podataka i pretplatnika;
- grešaka, smetnji u radu ili nefunkcionisanja GPS sistema, kao i u slučaju da GPS signal iz razloga na koje ponuđač usluge ne može da utiče, nije zadovoljavajućeg kvaliteta.

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 isključuje iz električne instalacije vozila ili da se podaci izgube zbog mehaničkog oštećenja jedinice (npr. u slučaju automobilske nesreće).

Ponuđač usluge ne odgovara za štetu koja može da nastane zbog obelodanjivanja ili neautorizovanog korišćenja podataka u slučaju:

- provale u računarski sistem,
- gubitka ili razotkrivanja korisničke lozinke,
- nesavesnog čuvanja korisničke lozinke.

Ponuđač ne odgovara i ne garantuje za štetu i greške koje bi poticale iz programske opreme sistema 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 usled gubitka dobiti, prekida poslovanja, gubitka poslovnih informacija ili druge materijalne ili nematerijalne štete, koja proističe iz korišćenja ili nemogućnosti korišćenja usluga CVS Mobile.

Ni u kom slučaju ošteta ne može da premaši svote prosečne mesečne pretplate oštećenog pretplatnika u poslednjih pola godine pre štetnog događaja odnosno u odgovarajućem kraćem periodu ako pretplatnički odnos još ne traje pola godine.

U drugim slučajevima ponuđač odgovara samo za štetu prouzrokovanu namerno ili iz teške nemarnosti, 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 da nastupi odgovarajućom merom za smanjenje štete.

PROBNE INSTALACIJE

16. član

Pretplatnik i ponuđač usluge mogu da se, iz razloga utvrđivanja pogodnosti usluge CVS Mobile, dogovore da će ponuđač u neka vozila pretplatnika (probna vozila) na određeno vreme montirati opremu i omogućiti pretplatniku korišćenje usluge CVS Mobile. Trajanje probnog perioda navode pretplatnik i ponuđač usluge u probnom ugovoru za korišćenje usluge.

- 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.

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

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

Ukoliko pretplatnik ne ispunji svoje obaveze iz prethodnog stava ovog člana, račun se da je pretplatnik sa ponuđačem usluge sklopio pretplatnički ugovor o iznajmljivanju na neodređeno vreme za ugrađenu opremu sa odabranim paketom i sa početkom trajanja pretplatničkog odnosa od datuma isteka probnog perioda i u skladu sa trenutno važećim cenovnikom.

VLASNIČKO PRAVO I PRETHODNI OTKUP OPREME

17. član

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

Ugovorne strane mogu bilo kada u periodu trajanja pretplatničkog ugovora ili/posle njegovog završetka da se dogovore 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 sledećeg dana od dana obostranog potpisivanja ugovora. Ako period sklapanja na ugovoru nije naveden, ugovor je sklopljen na neodređeno vreme.

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

Ako se pretplatnički ugovor sklapa na određeno vreme (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 prevremenog raskida ne bi bilo. Pri tome se za obračun uzima stanje opreme i usluga na dan odustajanja od ugovora.

Posle isteka perioda na koji je bio sklopljen ugovor, pretplatnički odnos se automatski nastavlja kao novi ugovor, uz iste uslove i u istom trajanju kao prethodni, ukoliko neka od strana u roku od jednog meseca pre isteka perioda na koji je ugovor sklopljen ne izjavi drugačije. Pod uslovima 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 takođe dužan da u celini izmiri 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 opštih uslova, pretplatnički ugovor ili odredbe važećih propisa.

Ponuđač može bilo kada, bez otkaznog roka, da otkáže pretplatnički odnos ako je protiv pretplatnika započeo ili završeno postupak prinudnog poravnjanja, stežanja, 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 može bez prethodne pismene saglasnosti pretplatnika bilo kada da prenese pretplatnički ugovor na bilo koje preduzeće u većinskom vlasništvu društva CVS Mobile, odnosno na preduzeće kojim društvo CVS Mobile upravlja, o čemu će obavestiti pretplatnika. Prihvatanjem ovih opštih uslova pretplatnik daje prethodnu saglasnost za ovakav prenos. Svaki drugi prenos ugovora o pretplati zahteva pismenu saglasnost suprotne strane, inače je takav prenos ništavan. Ugovor o pretplati obavezuje sve uključene strane, njihove pravne naslednike, pravne zastupnike i ovlašćena lica.

20. član

Ponuđač zadržava pravo da u slučaju da pretplatnik ne izmiruje sve svoje dospеле obaveze, onemogućujući pristup podacima u Centralnoj informacionoj bazi podataka, i to za sva vozila pretplatnika koja imaju instaliran sistem CVS Mobile. U periodu dok je pristup podacima onemogućen, pretplatnik je dužan uprkos tome da ponuđaču plati sve svoje obaveze (pretplata, zakupnina i drugo), određene ugovorom i važećim cenovnikom. Posle celokupne otplate svih dospelih obaveza, ponuđač je dužan da pretplatniku iznova omogućujući 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 izmiri svoje obaveze u roku od tri meseca od njihovog dospeća, ponuđač ima pravo da isključi SIM kartice iz mobilne mreže. Takvo isključivanje znači i otkaz pretplatničkog odnosa od strane ponuđača bez

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..

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

otkznog roka. U slučaju takvog otkaza ugovora od strane ponuđača, za pretplatnika nastaju iste posledice su određene u 4. odnosno 5. stavu 18. Člana (vezivanje na 24 ili 36 meseci) ovih opštih uslova; pri tome nije važno kada ponuđač isključuje SIM karticu odnosno odstupa od ugovora, a isto tako nije važno kada period od tri meseca neplaćanja pretplatnika istekne; i ako ponuđač isključuje karticu, odnosno odstupa od ugovora ili period od tri meseca istekne posle isteka perioda vezivanja, to ne utiče na pretplatnikovu dužnost plaćanja iz 4. odn. 5. stava 18. člana ovih uslova.

USLOVI ZA ISKLJUČIVANJE USLUGE

21. član

Ponuđač može da, zbog zaštite pretplatnikovih interesa ili sprečavanja zloupotreba prema pretplatniku, privremeno spreči upotrebu usluge CVS Mobile u slučaju sumnje u zloupotrebu ili ako sa pretplatnikom ne može da uspostavi 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 kom drugom terminalu koji je ukraden, zloupotrebljen ili otuđen na protivpravni 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 da u tome odmah pismenim putem obavesti ponuđača, a u slučaju krađe, i policiju.

U slučaju prijave uništenja, gubitka ili krađe GPS/GSM modema ili druge ugrađene opreme, ponuđač će onemogućiti korišćenje SIM kartice. Ponuđač će to učiniti najkasnije za 24 časa posle primljenog obaveštenja 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 da ponuđaču plati iznos koji odgovara vrednosti nove opreme po trenutno važećem cenovniku ponuđača.

ZAŠTITA PODATAKA

22. član

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

Ponuđač će podatke u vezi sa pretplatničkim odnosom sakupljati, obrađivati i koristiti u skladu sa propisima o čuvanju ličnih podataka i koriste ih samo za zaključivanje, izvođenje, menjanje i prekid ugovora sa pretplatnikom, obračunavanje usluga, izdavanje računa i eventualno obaveštavanje pretplatnika s obzirom na novine u ponudi.

Ponuđač će dobijene podatke koristiti samo za nesmetano sprovođenje pretplatničkog odnosa i za analize tržišta i obaveštenja namenjena poboljšanju ponude pretplatnicima i korisnicima.

Prihvatanjem ovih opštih uslova, naručilac daje saglasnost ponuđaču da podatke o praćenju može dalje da obrađuje, anonimizuje i koristi u svrhu analitike u transportu ili tako obrađene anonimizovane podatke da šalje u obradu trećim licima u svrhu analitike u transportu.

Zbog nesmetanog sprovođenja pretplatničkog ugovora, pretplatnik daje ovlašćenje ponuđaču da sme da, u cilju nesmetanog sprovođenja pretplatničkog ugovora i naplate duga eventualnih dospelih otvorenih potraživanja koje ima prema pretplatniku, bilo kada i od bilo kog organa, institucije, poslodavca, banke ili drugog rukovodioca ličnih podataka, dobije zahtevane podatke, sa svrhom proveravanja podataka navedenih u ugovoru o sklapanju pretplatničkog odnosa odn. za utvrđivanje njihovih izmena.

Sigurnost prenosa podataka preko mobilne mreže i razgovora za vreme uspostavljene veze zavisi od tehničkih mogućnosti i uslova koncesionara i njegovih ugovornih partnera.

Ponuđač brine o tome da pretplatnikovi podaci u Centralnoj bazi podataka budu obezbeđeni odgovarajućim merama i tehničkim metodama. Pristup ovim podacima ima samo pretplatnik, odgovarajući državni organi, ako za to imaju zakonsku osnovu i ponuđač kao operater sistema za potrebe servisiranja sistema, nudenja korisničke podrške i sastavljanja mesečnih izveštaja za pretplatnika.

Zbog proveravanja identiteta i čuvanja podataka, pretplatnik je dužan da se prilikom instaliranja nove aplikacije na ponuđačev zahtev identifikuje sa brojem pretplatničkog ugovora. Pretplatnik je sam odgovoran za to da broj pretplatničkog ugovora čuva kao poverljiv podatak.

Ponuđač usluge može da, zbog sopstvene promocije, objavi podatak o postojanju pretplatničkog ugovora i broju instaliranih GPS/GSM modema odnosno druge ugrađene opreme i osnovne podatke o pretplatniku (naziv, sedište, kontakt lice, broj telefona za kontakt i elektronska adresa za kontakt).

ZAVRŠNE ODREDBE

23. član

Tekst ovih opštih uslova se šalje na adresu koja je navedena u pretplatničkom ugovoru odn. na novu adresu koju pretplatnik pismeno saopštava ponuđaču. Time se uručenje smatra izvršenim, iako adresant tekst nije preuzeo.

Ugovorne strane će rešavati sporazumno eventualne sporove koji bi proistekli iz pretplatničkog ugovora. U suprotnom, za sporove je nadležan sud u Beogradu.

24. član

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 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

Ponudač zadržava pravo na izmenu ovih opštih uslova, pod uslovom da o izmenama barem 8 dana pre početka stupanja na snagu obavesti pretplatnike i to tako što na internet strani <http://www.cvs-mobile.rs/> objavi nove opšte uslove.

Ukoliko pretplatnik nije saglasan sa izmenama odnosno dopunama opštih uslova, može da odustane od pretplatničkog ugovora. Odustajanje stupa na snagu odmah. Ukoliko ponudač ne dobije izjavu o odustajanju u roku od 30 dana od datuma kada je obavestio pretplatnika o izmenama i dopunama u skladu sa prvim stavom ovog člana, računa se i pretplatnik to izričito potvrđuje da pretplatnik prihvata i saglasan je sa izmenama odnosno dopunama i opštih uslovima, a ugovorni odnos se posle isteka 30 dana od objavljivanja izmena i dopuna procenjuje u skladu sa izmenjenim odnosno dopunjenim opštih uslovima.

25. član

Potpisivanjem pretplatničkog ugovora pretplatnik potvrđuje da ga je njegovim potpisivanjem dobio i da je upoznat sa sadržajem ovih opštih uslova i da je saglasan sa njihovim sadržajem kao i sa cenovnikom i opisom usluge i drugim prilogima pretplatničkog ugovora i prihvata sve obaveze na ime njih.

U Beogradu, dana 17. 9. 2018.

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.rs/>. 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 Beogradu, 17 Septembre 2018