

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 28. 6. 2024 izdala naslednje

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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 jo nudi ponudnik in ki naročniku omogoča učinkovito in centralno upravljanje njegovega voznega parka in komunikacijo z vozili s pomočjo mobilnega omrežja.

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 vzpostavljanje 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 mobileWEB, GPS/GPRS modem, komunikacijski terminal z možnostjo navigacije, vmesniki, senzorji, stikala, povezovalni kablji ipd., vendar ne omejeno le na našete.

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 mobileWEB; 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 o sklenitvi naročniškega razmerja«, ki je sklenjena med ponudnikom in naročnikom kot končnim uporabnikom, s katero se sklene naročniško razmerje za uporabo storitve 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

General Terms and Conditions for Using the CVS Mobile Service

CVS Mobile, informacijske rešitve, d. d., Ulica Gradnikove brigade 011, 1000 Ljubljana (hereinafter also referred to as the CVS Mobile System provider or the Provider), on 28 June 2024, issued the following

General Terms and Conditions for Using the CVS Mobile Service

GENERAL PROVISIONS

Article 1

These General Terms and Conditions govern the delivery of the CVS Mobile Service to Subscribers.

DEFINITIONS

Article 2

The CVS Mobile System is a system for tracking, maintaining communication with, and managing a vehicle fleet. The system consists of software and hardware.

The CVS Mobile Service is a service delivered by the Service Provider, which allows the Subscriber to manage their fleet and communicate with their vehicles efficiently from a central location, through a mobile network.

The Subscriber is a CVS Mobile Service user who has signed a Subscription Agreement on the use of the CVS Mobile Service for at least one GPS/GSM modem installation.

The Mobile Network is a wireless telecommunications network providing data and voice connections among the users of radio terminal Equipment within the relevant mobile network, as well as with other telecommunications networks.

The Concession Operator is a legal entity who exercises the legal and de facto control over the entirety of functions that are necessary for the delivery of mobile network services.

Mobile Network Services entail the establishment of voice connections, data transmission, and other technical and commercial services that are made possible through the Mobile Network and provided by the Concession Operator.

SIM – Subscriber Identity Module (SIM card) is a card fitted with the user's code, which allows connection to the Mobile Network and identifies the user of the Mobile Network. In case of the CVS Mobile Service, the subscription card is the property of the Provider.

The Central Database is a computer centre that is accessed by the Subscriber using a special application, allowing the Subscriber to graphically view the position of the vehicle on digital maps, check the vehicle's operation, send and receive messages, analyse previous routes, generate various reports, etc.

The Equipment is the complete hardware and software which the Provider has installed into the vehicles, and is a prerequisite for successful operation of the CVS Mobile Service. The Equipment includes, but is not limited to, the mobileWEB application, GPS/GPRS modem, Communication Terminal with a navigation option, interfaces, sensors, switches, connecting cables, etc.

A GPS/GSM modem is a unit consisting of a GPS/GPRS module, a SIM card, and an antenna for the reception of satellite signals and transmission of radio signals.

The Communication Terminal is a unit that allows communication with each vehicle or Subscriber that features a running mobileWEB application, and it also allows navigation.

The GPS (Global Positioning System) is a system for determining geolocations by using a satellite signal.

The Subscription Fee is the price agreed upon for using the CVS Mobile Service.

The Lease is the price agreed upon for the CVS Mobile Service hardware.

The Subscription Agreement is the 'Subscription Agreement' entered into by and between the Provider and the Subscriber acting as the end-user, which establishes a subscription period for the use of the CVS Mobile Service. These General Terms and Conditions, as well as the Provider's service price list, constitute an integral part of the Subscription Agreement. The subscription period will be established once the Subscription Agreement is fully signed. The Subscription Agreement shall be made in writing on a pre-printed form, with any oral agreements and amendments being void.

Article 3

In addition to the effective legislation, the relationship between the Provider and the Subscriber will be governed by the Subscription

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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 uporabi aplikacije mobileWEB potrdi, da se strinja z uporabo licencirane programske opreme kot so licence za uporabo različnih kartografij, ipd.

4. člen

Za dostop do Centralne podatkovne baze se uporablja posebej za to namenjena aplikacija mobileWEB, dostop do katere naročniku omogoči 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.com>.

Ponudnik bo zagotavljal storitev CVS Mobile, ki sloni na tehnologiji prenosa GPRS ali drugih sodobnejših 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 priskrbeti ustrezno spletno povezavo in računalnik s spletnim brskalnikom.

Naročnik ne sme uporabiti SIM kartice, ki je integrirana v GPS/GSM modemi, 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 storitve CVS Mobile nastane s sklenitvijo naročniške pogodbe in začne veljati, za vsako vozilo posebej, s trenutkom vgradnje opreme in vklopa vozila v sistem CVS Mobile. 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 (lokalno sledenje samo znotraj Republike Slovenije ali sledenje znotraj Republike Slovenije in za tujino), kot tudi druge funkcionalnosti paketa 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.

General Terms and Conditions for Using the CVS Mobile Service

Agreement, with these General Terms and Conditions, the User Manual, and the effective price lists listing the valid prices of services forming an integral part of the Subscription Agreement.

These General Terms and Conditions may be supplemented by special agreements made between the Contracting Parties within the same Agreement, and are in principle binding in the same way as the General Terms and Conditions. If the General Terms and Conditions are not harmonised with any such special agreements, special agreements will apply. During the subscription period, additional Equipment may be installed and/or additional CVS Mobile Services delivered, including on the basis of a signed installation report or other written document, without establishing the need for signing a new Subscription Agreement. In addition to the provisions of these General Terms and Conditions, the use of Mobile Network Services will be subject to the General Terms and Conditions of the Mobile Network Concession Operator who ensures the connection between the vehicle and the Central Database, insofar as they are not excluded by these General Terms and Conditions.

By using the mobileWEB application, the Subscriber confirms that they agree to the use of licensed software, such as licences for the use of various cartographies, etc.

Article 4

The Central Database is accessed through the dedicated application called mobileWEB, which is made accessible to the Subscriber by the Provider.

The Provider shall inform the Subscriber, via <http://www.cvs-mobile.com>, of any new services made available by the System, new packages, changes made to packages, prices of services and any changes made to prices of services, as well as of countries in which the CVS Mobile functionality is available.

The Provider shall provide the CVS Mobile Service that is based on GPRS or any other more modern data transmission technology for as long as such transmission is provided by the Concession Operator. If the Concession Operator permanently ceases to provide the transmission, the Provider may, at their own discretion and without any obligations whatsoever, withdraw from the Subscription Agreement or provide transmission through any other concession operator.

In order to use the CVS Mobile Service, the Subscriber is obligated to provide, at their own expense, a suitable internet connection and a computer fitted with a web browser.

The Subscriber may not use the SIM card integrated in the GPS/GSM modems or other Equipment in any other terminal or for any other purpose than that specified in the Subscription Agreement. The Subscriber shall not sell or in any other way transfer the Equipment to any third parties or allow such third parties to use the Equipment, regardless of whether the Subscriber has purchased or merely leased the Equipment, and shall not do so even after the termination of the Subscription period, unless the Subscriber has obtained a Provider's express written consent in advance.

All intellectual property rights pertaining to the delivery of the CVS Mobile Service and to the Equipment are the property of the Provider. The Subscription does not confer on the Subscriber any rights pertaining to these Intellectual Property Rights, other than the rights of use as they are expressly specified in the Subscription Agreement as well as these General Terms and Conditions.

START OF THE SUBSCRIPTION PERIOD

Article 5

The CVS Mobile Service Subscription period is established once the Subscription Agreement has been signed and has taken effect on a vehicle-by-vehicle basis, starting from the moment when the Equipment is installed and the vehicle is connected to the CVS Mobile system. Furthermore, the moment when the vehicle is connected to the system shall constitute the start of the Subscription period as defined in the Subscription Agreement. Such a moment is subject to all rights and obligations under the Subscription Agreement as well as these General Terms and Conditions.

In the Subscription Agreement, the Contracting Parties shall specify inter alia the service package (local tracking only within the Republic of Slovenia or tracking within the Republic of Slovenia and abroad), as well as other functionalities of the package and whether the equipment is leased or purchased by the client. The duration of the Subscription Period is specified in the Subscription Agreement.

The information provided by the Subscriber in the Subscription Agreement must be true, accurate, and complete, or else the Subscriber will be held liable for indemnification.

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 pod enakimi plačilnimi pogoji, kot to velja za pogodbene storitve.

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 v proporcionalnem znesku.

Naročnik je dolžan poravnati tudi vse stroške (naročnino), ki so nastali zaradi uporabe sistema 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.

9. člen

Montažo, premontažo in demontažo opreme lahko izvajajo samo pooblaščenji servisi ponudnika.

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

Naročnik v nobenem primeru ne sme sam ali preko tretje osebe, ki ni ponudnik ali pooblaščenji servis ponudnika, montirati, premontirati ali demontirati opreme in odgovarja za vso škodo, ki bi jo ponudnik ali tretje osebe utrpele 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 (tudi v času začasnega izklopa iz 20. člena) ali pa pride do prenehanja pogodbe za storitve CVS Mobile, je naročnik dolžan ponudniku nemudoma omogočiti demontažo najete opreme. Demontaža se naročniku zaračuna v skladu z veljavnim cenikom, ki velja na dan demontaže. Ponudnik ni dolžan pozivati k demontaži opreme, temveč je dolžnost naročnika, da mu demontažo omogoči.

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 ponudnik vso najeto opremo demontiral, 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 20. členu teh pogojev.

LEASE AND SUBSCRIPTION**Article 6**

The prices charged for the purchase or lease of the Provider's Equipment and the Subscription Fee charged for the Provider's services are specified in the price list, which is an integral part of the Subscription Agreement entered into by and between the Provider and the Subscriber.

The Provider shall issue an invoice for the services under this Agreement by the last day in the month for each current month. The payment due date for the contracting services falls on the 15th day from the date of invoice. If purchased by the Subscriber, the Equipment purchase price shall be paid by the Subscriber under the same payment terms and conditions as those applying to the contracting services.

The monthly Subscription Fee is set to a fixed monthly lump sum.

The Service Provider reserves the right to make changes to the Subscription Fee for the CVS Mobile Services and to the prices of leasing and purchasing the Service Provider's Equipment. The Service Provider shall inform the Subscriber of any price changes in a timely manner, i.e., at least one month before the new prices take effect.

Article 7

The Subscription Fee is calculated as follows:

the Subscription Fee is charged for the current month; when connecting a new vehicle onto the system, the Subscription Fee shall be charged from the date when the connection is made until the last day of the month in a proportional amount.

The Subscriber shall also be liable for any costs (Subscription Fees) incurred as a result of the CVS Mobile Service being used by a third party. The Subscriber shall be liable to pay the Service Provider all costs incurred in the process of collecting any overdue obligations.

INSTALLATION, REASSEMBLY, AND DISASSEMBLY**Article 8**

The Equipment shall be installed into the Subscriber's vehicles according to a time schedule which is to be agreed upon subsequently.

Article 9

Installation, reassembly and disassembly of the Equipment may only be carried out by Provider's authorised service centres.

Installation, reassembly and disassembly shall be charged in accordance with the Provider's price list effective on the date of installation, reassembly or disassembly. The Provider reserves the right to make changes to the price list for assembly, reassembly and disassembly services at any time.

In no event shall the Subscriber, neither by itself nor through a third party who is not the Provider or the Provider's authorised repair service, install, reassemble or disassemble the Equipment, and the Subscriber will be liable for any damage suffered by the Provider or any third party as a result of a breach of this obligation. If the obligation referred to in the preceding sentence is breached, the Subscriber shall be further obliged to purchase all the Equipment leased from the Provider at full price, i.e., the value of the new Equipment in accordance with the Provider's price list effective on the date when the Provider demands the purchase price to be paid by the Subscriber.

Article 10

In the event that the Subscriber leases the Provider's Equipment and fails to pay the lease or Subscription Fee (including during the period of suspension referred to in Article 20) or if the Agreement for the CVS Mobile Services is terminated, the Subscriber shall immediately allow the Provider to disassemble the leased Equipment. The disassembly shall be charged to the Subscriber in accordance with the price list effective on the day of disassembly. Although the Provider is not obliged to request the disassembly of the Equipment, it is the Subscriber's obligation to allow the disassembly.

In the event of termination of the Agreement, the time of termination shall be deemed to be the time when the Provider has disassembled all leased Equipment. The Subscriber shall pay the Provider the lease and Subscription Fees for the period starting when the Provider has requested the disassembly of the Equipment and ending when the Provider has disassembled all the leased Equipment; the amount of the lease and Subscription Fees shall be determined pro rata temporis. The time of actual termination of the Agreement shall not affect the Subscriber's obligation to pay the amounts as set out in the Articles 18 and 20 of these Terms and Conditions.

Splšni pogoji za uporabo storitve CVS Mobile

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 znotraj aplikacije mobileWEB.

Naročnina in najemnina se zaradi nemožnosti uporabe storitve 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 (strele, indukcije, ...) in drugih vremenskih-atmosferskih motenj ali v primeru višje sile. Z višjo silo se razume nastop okoliščin, ki oteuujejo ali onemogoujajo 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 ravnanja z napravami v nasprotju z navodili. Garancija prav tako ne pokriva normalne izrabe potrošnega materiala (baterije, zunanje antene, 12V avtomobilski vtiči, varovalke ipd.)

Za garancijska popravila kupljene opreme se smiselno uporabljajo določbe 2. odstavka 11. člena teh splšnih pogojev.

Popravila opreme izven garancijske dobe izvaja in obraunava ponudnik skladno s sledečo formulo: stroški dela (servisna urna postavka po ceniku) + materialni stroški + transportni stroški (v obe smeri, glede na lokacijo vozila oziroma opreme, ter skladno z naročniško pogodbo).

OBVEZNOSTI IN ODGOVORNOSTI NAROČNIKA

13. člen

Naročnik:

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

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Moreover, in the event that the Subscriber fails to comply with their obligation under the first paragraph of this Article, it shall be considered that the Subscriber wanted to purchase the leased Equipment at full price, for which purpose the Provider may, at their own discretion, either invoice the Subscriber for the value of the new Equipment or insist on disassembling it. In the latter case, all disassembly and related costs (e.g., costs for legal proceedings or court intervention, other official proceedings, police, detectives, etc.) shall be borne by the Subscriber.

SERVICING

Article 11

Any CVS Mobile system malfunctions not resulting from the causes referred to in Article 15 shall be rectified by the Service Provider as soon as possible. The Service Provider shall provide authorised repair services for the Equipment. The Equipment can only be serviced by an authorised repair provider.

The Provider reserves the right to periodically disconnect the CVS Mobile Service in order to carry out urgent maintenance work on the Central Database. The Provider shall make efforts to keep such disconnections to the optimal minimum. The Provider shall inform the Subscriber in advance of such disconnections within the mobileWEB application.

The Subscription and lease cannot be reduced as a result of the inability to use the CVS Mobile Service due to works referred to in the preceding paragraphs of this Article.

WARRANTY

Article 12

In the event that the Subscriber purchases the Equipment, the Provider shall provide a two-year warranty for the Equipment.

The warranty period for the supplied units shall be two years from the date when the individual unit was installed into the Subscriber's vehicles. The warranty will not apply in cases of overvoltage (lightning, induction, etc.) and other weather-atmospheric disturbances or in case of force majeure. Force majeure is understood as the occurrence of circumstances which make it difficult or impossible for any one of the Contracting Parties to fulfil their contractual obligations which have arisen after the start of subscription period and which could not have been foreseen, prevented or avoided by any of the Contracting Parties at the time when the subscription period was started. In the event of force majeure, the Contracting Party at which the force majeure has occurred shall notify the other Contracting Party in writing about the occurrence or cessation of force majeure. In the event of damage caused by force majeure, each Contracting Party shall be liable for the costs incurred on their own side as a result of force majeure.

Furthermore, the warranty will not apply if the damage to a device is caused by mechanical damage or by handling the devices in a way that is not in accordance with the instructions. The warranty will not cover the normal use of consumables (batteries, external antennas, 12V car plugs, fuses, etc.).

The provisions of the second paragraph of Article 11 of these General Terms and Conditions apply mutatis mutandis to warranty repairs of the purchased Equipment.

Repairs made to the Equipment outside the warranty period shall be carried out and invoiced by the Provider in accordance with the following formula: labour costs (hourly rate according to the price list) + material costs + transport costs (in both ways, depending on the location of the vehicle or Equipment and in accordance with the Subscription Agreement).

THE OBLIGATIONS AND RESPONSIBILITIES OF THE SUBSCRIBER

Article 13

The Subscriber:

- shall agree to use the CVS Mobile Service in accordance with the User Manual;
- shall be solely responsible for the generation, safety and use of passwords required to use the CVS Mobile Service. The Subscriber shall change the password upon the first use;
- is obliged to notify the Provider of any suspected misuse of their password by a third party. The Provider shall assign a new password to the Subscriber immediately and free of charge;
- shall be liable for any physical damage or theft of the leased Equipment, even when the damage or theft has emerged as a result of third-party conduct. In the event of damage or

Splošni pogoji za uporabo storitve CVS Mobile

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 storitve 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 nastavitve 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 CVS Mobile. 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 CVS Mobile prijaviti takoj (po telefonu 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

15. člen

Ponudnik ne odgovarja za škodo, ki naročniku nastane zaradi:

- neupoštevanja določb teh splošnih pogojev, dogovorov ali izrecnih navodil ponudnika
- neupoštevanja navodil za uporabo vgrajene (kupljene ali najete) opreme;
- neupoštevanja splošnih pogojev koncesionarja;
- napak, motenj v delovanju ali nedelovanju mobilnega omrežja koncesionarja;
- nedelovanja sistema v domačih in 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.

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theft, the Subscriber shall be liable for the cost of repair or new Equipment.

The Subscriber undertakes to:

- pay the invoices for the services used (purchase price, lease, Subscription, etc.) by the due date specified on the invoice;
- ensure the security of the CVS Mobile Service connection or usage data that was allocated to them and immediately notify the Provider in the event of its loss or theft;
- carefully protect the data and pay the invoices issued for the services used, even if they are used by a third party;
- compensate the Provider for any damage resulting from a breach of the General Terms and Conditions, the Subscription Agreement or the effective regulations;
- take care to protect the confidentiality of the data and the content of the Services

Article 14

The Subscriber shall not use the CVS Mobile Service for a purpose that would in any way violate the personality rights of individuals or that are in any manner 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 shall not interfere with the CVS Mobile System in a manner that would result in technical or any other disruptions to the operation and integrity of the CVS Mobile System. The Subscriber shall comply with all rules for the security and protection of the CVS Mobile System and data, and shall not attempt to hack into the protected part of the CVS Mobile System, perform services on the System by authorised, perform services on the System by means of unauthorised equipment, or access data for which the Subscriber is not authorised.

The Subscriber is obligated to report any disruptions in the use of the CVS Mobile System immediately (via telephone or e-mail) and in a manner agreed upon or specified in the Provider's instructions.

In the event of a breach of provisions contained in this Article, the Subscriber shall be liable to compensate the Provider or third parties for any caused damages. Furthermore, if the clauses in this Article are breached, the Subscriber shall be obligated to purchase all Equipment leased from the Provider at full price, i.e. equal to the value of the new Equipment in accordance with the Provider's price list effective on the day when the Provider has requested the purchase price to be paid by the Subscriber.

THE RESPONSIBILITY OF THE PROVIDER

Article 15

The Provider is not liable for any damages caused to the Subscriber due to:

- failure to comply with the provisions of these General Terms and Conditions, the agreements, or the express instructions supplied by the Provider;
- failure to comply with the instructions on how to use the installed Equipment (purchased or leased);
- failure to comply with the Concession Operator's General Terms and Conditions;
- malfunctions, disturbances in operation or non-functioning of the Concession Operator's Mobile Network;
- system outages in domestic and foreign Mobile Networks;
- errors, operation disturbances or downtime of the internet connection between the Central Database and the Subscriber;
- errors, operation disturbances or downtime of the GPS system, as well as in the event that the GPS signal fails for

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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 napeljave vozila ali da se podatki izgubijo zaradi mehanske poškodbe enote (npr. v primeru avtomobilске nesreče).

Ponudnik storitve CVS Mobile 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 omejena le do višine navadne škode (tj. zmanjšanje premoženja). Ob odkritju napak in nepravilnosti oziroma nastanka škode mora naročnik nastopiti z ustreznim ukrepom za zmanjšanje škode.

TESTNE INŠTALACIJE

16. člen

Naročnik in ponudnik 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.

PRENOS IN 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 z dnem podpisa pogodbe. Če obdobje sklenitve na pogodbi

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reasons beyond the Service Provider's control, the absence of satisfactory quality.

The Provider will not be liable for the loss of any data stored in the GPS/GSM modem or other installed Equipment in the event that the modem or Equipment is for any reason disconnected from the vehicle's electrical wiring, or in the event that data is lost due to a mechanical damage caused to the unit (e.g., in the event of a car accident).

The CVS Mobile Service Provider is not be liable for any damages that may result from the disclosure or unauthorised use of data in the event of:

- cyber-attacks on the computer system,
- loss or disclosure of the user password,
- failure to store the user password correctly.

The Provider is not liable or responsible for any damages or errors arising from the CVS Mobile Software or from malfunctions in the GSM and GPRS network.

The Provider is under no circumstances liable for any damages whatsoever, including but not limited to damages caused by loss of profits, interrupted business operations, loss of business information, or other pecuniary or non-pecuniary damages arising from the use of or inability to use the CVS Mobile Service.

The reimbursement can in no case exceed the sum of the average monthly Subscription Fee paid by the injured Subscriber within the last six months preceding the harmful event, or during a proportionately shorter period if the Subscription has been in effect for less than six months.

In any other case, the Provider is liable only for the damage caused intentionally or as a result of gross negligence, and the Provider's liability for any damages caused is limited to the amount of ordinary damages (i.e. diminution of property). In the event of any errors and irregularities being discovered or any damages being caused, the Subscriber shall undertake appropriate measures to mitigate the damage.

TRIAL INSTALLATIONS

Article 16

The Subscriber and the Provider may agree that, for the purpose of determining the suitability of the CVS Mobile Service, the Provider will install the Equipment into certain Subscriber's vehicles (trial vehicles) and allow the Subscriber to use the CVS Mobile Service for a specified period. The duration of the trial period shall be specified by the Subscriber and the service Provider in the trial contract on the use of service.

The Subscriber is obliged to notify the Service Provider no later than 8 days before the expiry of the trial period:

1. either that the Subscriber has decided to enter into a Subscription Agreement, specifying the service that they wish to subscribe to and whether they will buy or lease the Equipment,
2. 2.or that the Subscriber has decided not to enter into a Subscription Agreement, specifying the date when the Service Provider can dismantle the Equipment from the Subscriber's trial vehicles.

The date of disassembly shall be determined within the period up to the expiry of the trial period.

If the Subscriber fails to comply with their obligations under the preceding paragraph of this Article, it shall be considered that the Subscriber has entered, for an indefinite period, into a Lease Subscription Agreement with the Service Provider for the Equipment installed within the selected package, with the Subscription period commencing on the date when the trial period has ended and in accordance with the price list effective at the time.

TITLE ON EQUIPMENT AND EARLY PURCHASE OF EQUIPMENT

Article 17

The Equipment leased by the Subscriber and installed into the Subscriber's vehicle is the property of the Provider and shall be returned by the Subscriber to the Provider immediately upon termination of the Subscription.

The Contracting Parties may agree to purchase the Equipment at any time during the term of the Subscription Agreement or even after the end of the Subscription Agreement.

TRANSFER AND EXPIRY OF THE AGREEMENT, BLOCKING THE DATA ACCESS, AND TERMINATION OF THE AGREEMENT

Article 18

The Subscription Agreement shall be entered into for the period indicated in the Agreement, starting from the date of signing the Agreement. If

ni navedeno, je pogodba sklenjena za nedoločen čas. Naročniška pogodba preneha s pisno odpovedjo pogodbe katerekoli pogodbene stranke ob upoštevanju odpovednega roka.

Po poteku odpovednega roka je pogodbeno razmerje med naročnikom in ponudnikom zaključeno in naročniku onemogočen dostop do storitve. Naročnik mora za čas veljavnosti pogodbe poskrbeti za prenos podatkov, ki bi jih potreboval pri svojem poslovanju, saj bodo kasneje podatki izbrisani. V kolikor bi naročnik želel nadaljnji dostop do storitve, je potrebna ponovna vzpostavitev pogodbenega razmerja.

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 55€/vozilo (znesek ne vsebuje DDV).

Če se naročniška pogodba sklepa za določeno obdobje (ki je navedeno na pogodbi) in naročnik odpove naročniško 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 bil naročnik dokončno izklopljen iz storitve CVS Mobile oziroma, v primeru najema opreme, ko je bila le-ta z dnem demontaže vrnjena ponudniku ali ko je bila ponudniku izplačana polna vrednost najete opreme.

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. Začasen izklop po 20. členu splošnih pogojev ne pomeni kršitev pogodbe s strani ponudnika.

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.

19. člen

Naročnik s podpisom naročniške pogodbe, katere sestavni del so ti splošni pogoji, podaja vnaprejšnjo privolitev v prenos naročniške pogodbe s ponudnika na katerokoli lastniško povezano podjetje (t.j. podjetje, ki je posredno ali neposredno večinski lastnik družbe CVS Mobile oziroma podjetje, ki je v večinski lasti posrednega ali neposrednega večinskega lastnika družbe CVS Mobile ali podjetje, ki je v večinski lasti družbe CVS Mobile oziroma podjetje, ki ga družba CVS Mobile obvladuje), o čemer ponudnik obvesti naročnika. S prenosom pogodbe preide pogodbeno razmerje med ponudnikom in naročnikom na prevzemnika in naročnika, in sicer z dnem, ki ga v obvestilu o prenosu naročniku navede ponudnik, pri čemer na dan obvestila ta datum še ne sme preteči. Naročniška pogodba po prenosu tako zavezuje prevzemnika in naročnika, njune pravne naslednike, pravne zastopnike in pooblaščenca.

20. člen

Ponudnik si pridržuje pravico, da v primeru, če naročnik ne poravnava vseh ali dela svojih zapadlih obveznosti, naročniku začasno onemogoči dostop do podatkov na Centralni informacijski podatkovni bazi (začasni izklop), in sicer za vsa vozila naročnika, ki imajo instaliran sistem CVS Mobile, ne glede na znesek neporavnanih obveznosti. V obdobju, ko je dostop do

the term is not specified in the Agreement, the Agreement shall be made for an indefinite period. The Subscription Agreement will expire upon written termination by either of the Contracting Party, subject to a notice period. After the expiration of the notice period, the contractual relationship between the subscriber and the provider is terminated and the subscriber is denied access to the service. For the duration of the contract, the customer must ensure the transfer of the data that he would need in his business, as the data will be deleted later. If the client would like further access to the service, re-establishment of the contractual relationship is necessary.

If the Agreement is made for an indefinite period, the notice period is 30 days. If the Agreement signed for an indefinite period is terminated before the 24-month period from the Agreement start date has expired, the Subscriber shall pay the Provider for the Equipment disassembly at the value of EUR 55/vehicle (exclusive of VAT).

If the Subscription Agreement is entered into for a specified term (as specified in the Agreement) and the Subscriber terminates the Subscription Agreement before the expiry of that period, the Subscriber shall pay to the Provider, within 8 days of termination, all obligations generated on the Provider's side under the Agreement by the end of the Subscription period, provided the early termination does not take place. The condition of the Equipment and services as at the date of termination shall be taken into account when calculating the payment sum.

Once the term of the Agreement has expired, the Subscription shall automatically be renewed in the form of a new Agreement under the same terms and conditions and for the same term as the previous Agreement, unless either of the Contracting Party declares, at least one month before the end of the Subscription period, that it does not want a renewal. Under the conditions specified in this paragraph, the Subscription period can be automatically renewed several times. The provision of this paragraph will apply unless the Contracting Parties agree otherwise within the Agreement or in a separate written contract.

In any case of termination under this Article, the Subscriber shall be obliged to fully pay for all obligations arising from the Subscription and the lease/purchase relationship up to the date when the Subscriber was permanently disconnected from the CVS Mobile Service or, in the case of leased Equipment, when the Equipment was returned to the Provider on the day of disassembly or when the full value of the rental Equipment was paid to the Provider.

Either Contracting Party may terminate the Subscription without notice if any of the Contracting Parties finds that the other Contracting Party has breached the provisions of these General Terms and Conditions, the Subscription Agreement, or the effective regulations. A temporary disconnection under Article 20 of the General Terms and Conditions does not constitute a breach of the Agreement by the Provider.

The Provider may terminate the Subscription at any time without notice, if the Subscriber is the subject or has become the subject of an insolvency, bankruptcy, liquidation, expungement, or other insolvency or compulsory winding-up proceedings, or if the Provider in any other way becomes aware that the Subscriber is experiencing or is likely to experience difficulties in their business operations and the fulfilment of their obligations under the Agreement.

Article 19

By signing the Subscription Agreement, of which these General Terms and Conditions form an integral part, the Customer gives his/her prior consent to the transfer of the Subscription Agreement from the Provider to any affiliated company (i.e. a company that is directly or indirectly a majority owner of CVS Mobile, a company that is majority owned by a direct or indirect majority owner of CVS Mobile or a company that is majority owned or controlled by CVS Mobile), of which notification shall be given to the Subscriber by the Provider. Upon the transfer of the contract, the contractual relationship between the Provider and the Subscriber shall pass to the Transferee and the Subscriber as from the date specified by the Provider in the notice of transfer to the Subscriber, which date may not have expired on the date of the notice. The Subscription Agreement shall thus be binding on the Transferee and the Subscriber, their successors in title, legal representatives and assigns after the transfer.

Article 20

In the event that the Subscriber fails to pay all or part of their outstanding obligations, the Provider reserves the right to suspend the Subscriber's access to data in the Central Information Database (suspension) for all Subscriber's vehicles that feature an installed CVS Mobile System, regardless of the amount of the outstanding obligations. During the

Splšni pogoji za uporabo storitve CVS Mobile

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 poravnata kateregakoli dela 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 in s tem prenehanje pogodbenega razmerja. V primeru takšne odpovedi pogodbe s strani ponudnika nastanejo za naročnika enake posledice, kot so določene v 4. oziroma 6. 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 4. Oziroma 6. 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 opravljen e storitve 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 veljavnem 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 storitve CVS Mobile ter izdajanje računov.

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

Zaradi nemotenega izvajanja naročniške pogodbe naročnik pooblašča ponudnika, da si slednji sme z namenom nemotenega 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 vzpostavljen e zveze je odvisna od tehničnih zmožnosti in pogojev koncesionarja in njegovih pogodbenih partnerjev.

General Terms and Conditions for Using the CVS Mobile Service

period when access to the data is disabled, the Subscriber shall pay all of their obligations (subscription, lease, etc.) to the Provider, as specified in the Agreement and the effective price list. After a full payment of all outstanding obligations has been made, the Provider will allow the Subscriber to regain access to data in the Central Information Database, whereby the Provider is not liable for the data during the period when the Subscriber's access to the Central Information Database was disabled.

If the Subscriber fails to pay any part of their obligations within three months of their due date, the Provider has the right to disconnect the SIM cards from the Mobile Network. Such disconnection constitutes the Provider's termination of the Subscription without notice, and thus also the termination of the contractual relationship. In the event of such termination of the Agreement by the Provider, the Subscriber shall bear the same consequences as set out in the fourth or sixth paragraph of Article 18 of these General Terms and Conditions; it is irrelevant when the Provider disconnects the SIM card or withdraws from the Agreement, or when three-month period payment has expired; even if the Provider disconnects the SIM card or withdraws from the Agreement, or if the three-month period following the subscription period has expired, it shall not have any effect on the Subscriber's payment obligations under the fourth or sixth paragraph of Article 18 of these General Terms and Conditions.

CONDITIONS FOR DISCONNECTING THE SERVICE

Article 21

In order to protect the interests of the Subscriber or to prevent abuse, the Provider may temporarily prevent the Subscriber from using the CVS Mobile Service in the event of suspected abuse or if the Provider is unable to contact the Subscriber.

The Provider will disconnect the GPS/GSM modem from the Mobile Network if the Provider or the Concession Operator or their contractual partners find out that the Subscription Card is being used in the GPS/GSM modem or any other terminal that has been stolen, misused or alienated in an unlawful manner, or if it has been found that the Subscription Card is being used on any other terminal than the GPS/GSM modem.

In the event of destruction, loss or theft of the GPS/GSM modem or other installed Equipment, the Subscriber shall immediately notify the Provider about it in writing and, in the event of theft, also the Police.

In the event that destruction, loss or theft of the GPS/GSM modem or other embedded Equipment are reported, the Provider shall disable the SIM card. The Provider shall do so no later than 24 hours after receiving the notification from the Subscriber. Any costs incurred in providing the Service up to the actual disconnection shall be borne by the Subscriber. In the event of destruction, loss or theft of the GPS/GSM modem or other installed Equipment, the Subscriber shall be obliged to pay the Provider an amount equivalent to the value of the new Equipment, according to the Provider's current price list.

DATA PROTECTION

Article 22

Any information relating to the Subscription is considered the Provider's trade secret. The Provider shall collect, process and use the data related to the Subscription in accordance with the regulations on the protection of personal data, and shall use it only for the purposes of signing, executing, amending and terminating the Agreement with the Subscriber, billing for the CVS Mobile Services, and invoicing.

By accepting these General Terms and Conditions, the Subscriber gives their consent to the Provider to further process and use the tracking data in an anonymised form for transport analytics purposes or to send the anonymised data thus processed to third parties in order to process it for transport analytics purposes.

For the purpose of seamless execution of the Subscription Agreement, the Subscriber will authorise the Provider to obtain at any time and from any authority, institution, employer, bank or any other personal data controller, the requested data for the purpose of verifying the information provided in the Subscription Agreement, or for collecting any outstanding claims the Subscriber may have towards the Provider, or for the purpose of identifying any changes thereof.

The security of data transmission over the Mobile Network and calls made during the established connection depends on the technical capabilities and conditions of the Concession Operator and their contractual partners.

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

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).

Ponudnik si pridržuje pravico, da je po poteku 45 dni od demontaže opreme iz vozila, upravičen izbrisati podatke tega vozila iz Centralne podatkovne baze. Pred potekom tega roka za izbris podatkov in ob predpostavki, da je pogodba še vedno v veljavi, je naročniku omogočen prenos podatkov, da si jih lahko naročnik shrani za nadaljnjo uporabo.

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 pogodbenih strank 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.com/> 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 strankama 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, drugimi prilogami k naročniški pogodbi in sprejema vse obveznosti iz njihovega naslova.

V Ljubljani, dne 28. 6. 2024

The Provider shall ensure that the Subscriber's data in the Central Database is secured by means of appropriate measures and technical methods. Access to this data shall be limited to the Subscriber, the relevant government authorities who have a legal basis to do so, and the Provider acting as the system operator for the purposes of servicing the system, providing user support, and generating monthly reports for the Subscriber.

The Service Provider may, for their own promotion, publish information on the existence of the Subscription Agreement and the number of installed GPS/GSM modems or other installed Equipment, as well as basic information about the Subscriber (name, registered office).

The provider reserves the right to delete the data of this vehicle from the Central Database after 45 days have passed since the equipment has been removed from the vehicle. Before the expiration of this data deletion period and assuming that the contract is still in force, the client is enabled to transfer the data so that the client can save it for future use.

FINAL PROVISIONS

Article 23

The communications referred to in these General Terms and Conditions shall be sent to the address specified in the Subscription Agreement, or to a new address forwarded in writing by one Contracting Party to the other Contracting Party. This means that service is considered to have been delivered even when the addressee has not collected the delivered document.

The Parties shall resolve any disputes arising out of the Subscription Agreement in an amicable manner. In any other case, the court in Ljubljana shall be competent for resolving the disputes.

Article 24

The Provider reserves the right to make changes to these General Terms and Conditions, provided that the Provider informs Subscribers about any such change at least 8 days before it enters into force by publishing the new General Terms and Conditions on the website <http://www.cvs-mobile.com/>.

If the Subscriber disagrees with the changes or amendments made to the General Terms and Conditions, they may withdraw from the Subscription Agreement. The withdrawal may take effect immediately. If the Provider does not receive a statement of withdrawal within 30 days from the date when the Subscriber was notified about the changes and amendments in accordance with the first paragraph of this Article, it will be considered that the Subscriber has accepted and agreed to the changes and amendments to these General Terms and Conditions, and after the expiration of 30 days from the date when the changes and amendments to these General Terms and Conditions were published, the contractual relationship between the Contracting Parties shall be assessed in accordance with the amended General Terms and Conditions.

Article 25

Upon signing the Subscription Agreement, the Subscriber acknowledges that, at the time of placing their signature, they received the Subscription Agreement, that they are familiar with the contents of these General Terms and Conditions, and that they agree to their contents as well as other attachments to the Subscription Agreement, and that they accept all obligations arising thereof.

Ljubljana, 28 June 2024