

Trgovačko društvo **CVS Mobile d.o.o.**, Jankomir 25, 10090 Zagreb (u nastavku i **ponuđač sustava CVS Mobile ili ponuđač**), dana 28.6.2024. izdalo je sljedeće

The company CVS Mobile d.o.o., Jankomir 25, 10090 Zagreb (hereinafter referred to as: the CVS Mobile System Provider, or the Provider), on June 28, 2024 issued the following

Opće uvjete za korištenje usluge cvs mobile

General Terms and Conditions for Using the CVS Mobile Service

OPĆE ODREDBE

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

GENERAL PROVISIONS

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

DEFINIRANJE POJMOVA

2. član
Sustav CVS Mobile je sustav za praćenje, komunikaciju i upravljanje voznim parkom. Sustav se sastoji od programske i strojne opreme.

Usluga CVS Mobile je usluga ponuđača, koja omogućuje pretplatniku učinkovito i centralizirano upravljanje voznim parkom te komunikaciju s vozilima putem mobilne mreže.

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

Mobilna mreža je bežična telekomunikacijska mreža koja omogućuje podatkovne i govorne veze između korisnika radio terminalne opreme unutar odgovarajuće mobilne mreže, kao i s drugim telekomunikacijskim mrežama.

Koncesionar je pravna osoba koje izvodi pravnu i stvarnu kontrolu cjelokupnih funkcija koje su potrebne za osiguravanje usluga mobilne mreže.

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

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

Centralna baza podataka je računalni centar kojem pristupa pretplatnik korištenjem posebne aplikacije i omogućuje naručitelju grafički pregled položaja vozila na digitalnim mapama, pregled rada vozila, slanje i primanje izvještaja, analiziranje prethodnih ruta, izradu različitih izvještaja itd.

Oprema je sva strojna i programska oprema koju ponuđač ugrađuje u vozila i uvjet je za uspješan rad usluge CVS Mobile. Opremom se smatra aplikacija mobileWEB, GPS/GPRS modem, komunikacijski terminal s mogućnošću navigacije, interfejsi, senzori, prekidači, kabeli za povezivanje itd., iako se ne ograničava samo na navedeno.

GPS/GSM modem je jedinica koja se sastoji od GPS/GPRS modula, SIM kartice i antene za prijam satelitskog i prijenos radio-signalu.

Komunikacijski terminal je jedinica koja omogućuje uspostavljanje komunikacije do svakog pojedinačnog vozila odn. pretplatnika gdje radi aplikacija mobileWEB, osim toga, omogućuje i navigaciju.

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

Pretplata je dogovorena cijena za korištenje usluge CVS Mobile.

Zakup je dogovorena cijena za strojnu opremu usluge CVS Mobile.

Pretplatnički ugovor je «Ugovor o sklapanju pretplatničkog odnosa» sklopljen između ponuđača i pretplatnika kao krajnjeg korisnika, kojim se sklapa pretplatnički odnos za korištenje usluge CVS Mobile. Njegov sastavni dio su i ovi opći uvjeti i cjenik usluga ponuđača. Pretplatnički odnos nastaje sklapanjem pretplatničkog ugovora. Pretplatnički ugovor se sklapa u pisanoj formi te se tiska na prethodno otisnutom obrascu, a eventualni usmeni dogovori nisu važeći.

3. član

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

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

Korištenjem mobileWEB aplikacije pretplatnik potvrđuje da je suglasan s korištenjem licenciranog softvera, kao što su licence za korištenje raznih karata i sl.

DEFINITIONS

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 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.

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 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..

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 allows communication with each vehicle or Subscriber that features a running mobileWEB application, and it also allows 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 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 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.

4. član

Za pristup Centralnoj bazi podataka koristi se za to posebno namijenjena aplikacija mobileWEB, kojoj ponuđač omogućuje pristup pretplatniku. Ponuđač će pretplatnika obavještavati o novim uslugama koje sustav omogućuje, o novim paketima, izmjenama paketa, o cijenama i izmjenama cijena usluga, kao i o zemljama u kojima je funkcionalnost usluge CVS Mobile na raspolaganju preko internet adrese: <http://www.cvs-mobile.hr>.

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

Pretplatnik je za korištenje usluge CVS Mobile dužan o vlastitom trošku pribaviti odgovarajuću internetsku vezu, i računalo s internet pretraživačem.

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

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

POČETAK PRETPLATNIČKOG ODNOSA

5. član

Pretplatnički odnos za korištenje CVS Mobile nastaje sklapanjem pretplatničkog ugovora i počinje važiti posebno za svako vozilo s trenutkom instaliranja opreme i uključivanja vozila u sustav CVS Mobile. Trenutak uključivanja vozila u sustav označava i početak trajanja pretplatničkog odnosa određenog pretplatničkim ugovorom. Na njega se nadovezuju sva prava i obveze iz pretplatničkog ugovora i ovih općih uvjeta.

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

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

ZAKUPNINA I PRETPLATA

6. član

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

Ponuđač će izdati račun za usluge prema ovom ugovoru do svakog posljednjeg dana u mjesecu za tekući mjesec. Rok plaćanja za ugovorne usluge je 15 dana od datuma izdavanja računa. Kupovnu cijenu za plaćanje opreme u slučaju da je pretplatnik kupuje, pretplatnik je dužan platiti pod istim uvjetima plaćanja koji vrijede za ugovorne usluge.

Mjesečna pretplata predstavlja fiksni mjesečni paušal.

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

7. član

Pretplata se obračunava na sljedeći način:

- pretplata se obračunava za tekući mjesec,
- za novo priključivanje vozila u sustav pretplata se obračunava od datuma uključivanja do posljednjeg dana mjeseca u proporcionalnom iznosu.

Pretplatnik je dužan podmiriti i sve troškove (pretplatu), koji su nastali zbog korištenja sustava CVS Mobile od strane treće osobe. Pretplatnik je dužan prema ponuđaču podmiriti sve troškove naplate duga njegovih dospjelih obveza.

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 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 The Provider shall inform the Subscriber, via <http://www.cvs-mobile.hr>.

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 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 Croatia or tracking within the Republic of Croatia 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.

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.

MONTAŽA, PREMONTAŽA I DEMONTAŽA**8. član**

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

9. član

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

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

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

10. član

U slučaju da pretplatnik ima ponuđačevu opremu u zakupu i ne plaća zakupninu ili pretplatu (i za vrijeme privremene obustave rada iz čl. 20.) ili dođe do prekida ugovora za usluge CVS Mobile, pretplatnik je dužan ponuđaču neodgodivo omogućiti demontažu unajmljene opreme. Demontaža se pretplatniku zaračunava u skladu s važećim cjenikom koji važi na dan demontaže. Ponuđač nije dužan pozvati na demontažu opreme, ali je dužnost pretplatnika omogućiti demontažu iste.

U slučaju prekida ugovora, za vrijeme prekida ugovora se računa trenutak kada je ponuđač demontirao svu unajmljenu opremu koju je prethodno montirao kod pretplatnika. Pretplatnik je dužan da, za vrijeme od trenutka kada ponuđač zahtjeva demontažu opreme, pa do trenutka kada je ponuđač svu unajmljenu opremu demontirao, plati ponuđaču zakupninu i pretplatu; visina zakupnine i pretplate se određuje proporcionalno vremenu koje je pretplatnik koristio opremu. Vrijeme stvarnog prekida ugovora ne utječe na dužnost naručitelja da plati obvezujuće iznose koji su određeni u 18. i 20. članu ovih uvjeta.

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

SERVIS**11. član**

Greške u radu sustava CVS Mobile koje ne proizlaze iz uzroka navedenih u 15. članu, ponuđač će otkloniti u najkraćem mogućem roku. Ponuđač osigurava ovlaštene servise za opremu. Samo ovlašteni servis može obavljati servisne zahvate na opremi.

Ponuđač zadržava pravo da zbog obavljanja hitnih servisnih radova na Centralnoj bazi podataka povremeno isključi usluge CVS Mobile. Ponuđač će se, prilikom ovih isključivanja, zalagati da ona traju najkraći mogući rok. O takvim isključivanjima će ponuđač prethodno obavijestiti pretplatnika unutar mobileWEB aplikacije.

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

GARANCIJA**12. član**

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

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

Garancija ne važi u slučajevima prenaponskih pojava (grom, indukcije, ...) i drugih vremensko-atmosferskih smetnji ili u slučaju više sile. Višom silom se smatra nastupanje okolnosti koje otežavaju ili onemogućuju ispunjavanje ugovornih obveza jedne ili druge ugovorne strane i koje su nastale poslije sklapanja pretplatničkog odnosa, a ugovorne strane ih prilikom sklapanja pretplatničkog odnosa nisu mogle predvidjeti, spriječiti ili izbjeći. U slučaju više sile, ugovorna strana kod koje je ista nastala, dužna je pisanim putem obavijestiti drugu ugovornu stranu o nastupanju ili prestanku više sile. U slučaju nastanka štete zbog više sile, svaka ugovorna strana je dužna snositi svoju štetu, odn. troškove koji su nastali zbog više sile.

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

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

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.

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.).

Odredbes stavka 2. članka 11. ovih općih uvjeta na odgovarajući se način primjenjuju i na garancijske popravke kupljene opreme.

Popravke opreme izvan garancijskog roka vrši i naplaćuje ponuđač prema sljedećoj formuli: troškovi rada (satnica usluge prema cjeniku) + materijalni troškovi + troškovi prijevoza (u oba smjera, ovisno o lokaciji vozila) odnosno opreme, a sukladno pretplatničkom ugovoru).

OBVEZE I ODGOVORNOSTI PRETPLATNIKA

13. član

Pretplatnik:

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

Pretplatnik se obvezuje da će:

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

14. član

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

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

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

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

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

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

ODGOVORNOST PONUĐAČA

15. član

Ponuđač ne odgovara za štetu koja nastane pretplatniku zbog:

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

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 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;

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

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

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

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

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

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

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

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

PROBNE INSTALACIJE

16. član

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

Pretplatnik je dužan da najkasnije 8 dana prije isteka probnog roka obavijesti ponuđača

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

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

VLASNIČKO PRAVO I PRETHODNI OTKUP OPREME

17. član

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

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

PRIJENOS I 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 s datumom potpisivanja ugovora. Ako period sklapanja na ugovoru nije naveden, ugovor je sklopljen na neodređeno vrijeme. Pretplatnički ugovor prestaje pisanim raskidom ugovora od strane bilo koje ugovorne strane, vodeći računa o otkaznom roku.

Nakon isteka otkaznog roka raskida se ugovorni odnos između pretplatnika i ponuđača usluga te se pretplatniku uskraćuje pristup usluzi. Za vrijeme trajanja ugovora, pretplatnik mora osigurati prijenos podataka koji bi mu bili potrebni u njegovom poslovanju, jer će podaci biti izbrisani kasnije. Ako pretplatnik želi daljnji pristup usluzi, potrebna je ponovna uspostava ugovornog odnosa.

U slučaju da se ugovor sklapa na neodređeno vrijeme, otkazni rok je 30 dana. U slučaju otkazivanja ugovora sklopljenog na neodređeno vrijeme, a prije isteka roka

- 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 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 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

od 24 mjeseca od dana početka njegovog važenja, pretplatnik je dužan da plati ponuđaču demontažu opreme u vrijednosti od 55€/vozilu (iznos ne uključuje PDV).

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

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

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

Svaka od ugovornih strana može da otkáže pretplatnički odnos bez otkaznog roka ako utvrdi da suprotna strana krši odredbe ovih općih uvjeta, pretplatnički ugovor ili odredbe važećih propisa. Privremeno isključenje prema članku 20. općih uvjeta ne predstavlja povredu ugovora od strane ponuđača.

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

19. član

Potpisom pretplatničkog ugovora, čiji su sastavni dio i ovi opći uvjeti, pretplatnik daje svoju prethodnu suglasnost na prijenos pretplatničkog ugovora s ponuđača na bilo koje povezano društvo (tj. društvo koje je izravno ili neizravno većinski vlasnik CVS Mobile, društvo koje je u većinskom vlasništvu izravnog ili neizravnog većinskog vlasnika CVS Mobile ili društvo koje je u većinskom vlasništvu ili pod kontrolom CVS Mobile), o čemu će pretplatnik biti obaviješten od strane ponuđača. Nakon prijensa ugovora, ugovorni odnos između ponuđača i pretplatnika prelazi na Primatelja i Pretplatnika od datuma koji je ponuđač naveo u obavijesti o prijensu na pretplatnika, a koji datum možda nije istekao na datum obavijesti. Pretplatnički ugovor stoga je obježujući za Primatelja i Pretplatnika, njihove pravne sljednike, pravne zastupnike i ustupitelje nakon prijensa.

20. član

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

Ukoliko pretplatnik ne podmiri bilo koji dio svojih obaveza u roku od tri mjeseca od njihovog dospelja, ponuđač ima pravo isključiti SIM kartice iz mobilne mreže. Takvo isključivanje znači i otkaz pretplatničkog odnosa od strane ponuđača bez otkaznog roka a time i prestanak ugovornog odnosa. U slučaju takvog otkaza ugovora od strane ponuđača, za pretplatnika nastaju iste posljedice određene u 4. odnosno 6. stavu 18. člana (obveza na 24 ili 36 mjeseci) ovih općih uvjeta; pri tome nije važno kada ponuđač isključuje SIM karticu odnosno odstupa od ugovora, a isto tako nije važno kada period od tri mjeseca neplaćanja pretplatnika istekne; i ako ponuđač isključuje karticu, odnosno odstupa od ugovora ili period od tri mjeseca istekne nakon isteka ugovorne obaveze, to ne utječe na pretplatnikovu dužnost plaćanja iz 4. odn. 6. stava 18. člana ovih uvjeta.

UVJETI ZA ISKLJUČIVANJE USLUGE

21. član

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

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 Parties 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 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

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

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

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

U slučaju uništenja, gubitka ili krađe GPS/GSM modema ili druge ugrađene opreme, pretplatnik je dužan ponuđaču platiti iznos koji odgovara vrijednosti nove opreme po trenutno važećem cjeniku ponuđača.

ZAŠTITA PODATAKA

22. član

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

Ponuđač će podatke u vezi s pretplatničkim odnosom sakupljati, obrađivati i koristiti u skladu s propisima o čuvanju osobnih podataka i koristit će ih samo za zaključivanje, izvršenje, mijenjanje i prekid ugovora s pretplatnikom, obračunavanje usluge CVS Mobile i izdavanje računa.

Prihvatanjem ovih Općih uvjeta pretplatnik daje privolu ponuđaču za daljnju obradu podataka u anonimiziranom obliku i koristi u analitičke svrhe podatke ili tako obrađene anonimizirane podatke šalje na obradu trećim osobama u svrhu provedbe analize u transportu.

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

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

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

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

Ponuđač zadržava pravo brisanja podataka vozila iz centralne baze podataka nakon 45 dana od demontaže opreme iz vozila. Prije isteka ovog razdoblja brisanja podataka i pod pretpostavkom da je pretplatnički ugovor još uvijek na snazi, pretplatniku je omogućeno prenošenje podataka kako bi ih pretplatnik mogao spremati za buduću uporabu.

ZAVRŠNE ODREDBE

23. član

Pisma iz ovih općih uvjeta šalju se na adresu navedenu u pretplatničkom ugovoru odn na novu adresu koju jedna ugovorna strana pisanim putem priopći drugoj ugovornoj strani. Dostava se ovime smatra obavljenom, čak i ako primatelj nije preuzeo pismeno.

Sve sporove iz pretplatničkog ugovora ugovorne strane rješavat će sporazumno. Inače, za sporove je nadležan sud u Zagrebu.

24. član

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

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

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.

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 Zagreb 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.hr/>

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.

25. član

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

U Zagrebu, dana 28.06.2024

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.

In Zagreb, 28 June 2024