

# TERMS AND CONDITIONS OF PROVISION OF THE TRACKITO OPERATION SERVICE

by **Trackito Technology Czech Republic, s.r.o.**,

Company ID: 041 79 951, with registered address at 533/78c, Medlánky, 612 00 Brno, registered in the Commercial Register kept by the Regional Court in Brno, Inset No.: C 88594 (hereinafter referred to as "**Company**")

## 1. INTRODUCTORY PROVISIONS

- 1.1. These terms and conditions for use of the Trackito operation service (hereinafter referred to as "**TC**") are an integral part of the contract of provision of service concluded between the Company as a provider of the Trackito operation service, and the recipient of the service, who can be either a natural or a legal person (hereinafter referred to respectively as "**Contract**" and "**Recipient**"). For the purposes of these TC, the Company and the Recipient can also be jointly denoted "**Contracting Parties**" or individually in accordance with context "**Contracting Party**".
- 1.2. These TC regulate and specify mutual rights and obligations of the Contracting Parties established in relation to or based on the Contract.
- 1.3. By concluding the Contract using a procedure in accordance with Art.7 of these this TC, the Contracting Parties declare their will to be bound by rules set in these TC.
- 1.4. In case of need or any questions regarding provision of the Trackito operation service, one can address the Company by sending an e-mail to the e-mail address of the Company, [info@trackito.com](mailto:info@trackito.com).

## 2. DETERMINATION OF BASIC TERMS

- 2.1. For the purposes of these TC and the Contract, the below stated terms have the following meaning:
  - the term Trackito operation service (hereinafter referred to as "**Service**") stands for a service provided to the Recipient by the Company and determined in the Art. 3.1. of the TC;
  - the term Trackito product stands for a device purchased by the Recipient from the Company or its business partners and which is necessary for provision of Service (hereinafter referred to as "**module**");
  - the term Trackito product activation stands for pairing of the Trackito product with Trackito application or with web interface in accordance with the Trackito product user manual;
  - the term entrance stands for a space, in which the Trackito product is placed and monitoring of which is provided within the Service (e.g. door, window);
  - the term Company Website stands for website [www.trackito.com](http://www.trackito.com);
  - the term Company shop (hereinafter referred to as "**Shop**") stands for the website [my.trackitotech.com](http://my.trackitotech.com);
  - the term Trackito product remote setting stands for setting status of the module securing the entrance to unlocked or locked; the Recipient adjusts this setting using the administration interface;
  - the term administration interface stands for Trackito mobile application and/or web interface, which serves for remote setting of the Trackito product, available after logging in at the Company Website;
  - the term entrance status stands for the fact whether the entrance is open or closed (however, not for the fact whether the entrance is locked or unlocked, because this applies only to the Trackito product remote setting).

### 3. TRACKITO OPERATION SERVICE

- 3.1. The Service consists of monitoring of location and movement of the module and evaluation whether the Company is supposed to raise alarm or not in case of a change of movement in accordance with the Trackito product remote setting by the Recipient, or not, and if yes, the Service informs the Recipient of the change of movement of the module with an alarm via the administration interface and simultaneously via e-mail. The evaluation of whether the Company is supposed to raise alarm or not takes place in accordance with the Trackito product remote setting by the Recipient and the Company will raise alarm if the Recipient remotely sets the Trackito product to locked and the movement of the module will be changed. The service also contains an option to inform the third parties with whom the Recipient will share the Service via the administration interface (hereinafter referred to as “**users**”) to the same extent. The Recipient can use multiple Trackito products simultaneously, but he or she will have to conclude a separate Contract of Service to every Trackito product.
- 3.2. The Trackito application for remote setting of the Trackito product can be downloaded by the Recipient for free to his or her mobile device with Android or iOS operating system in accordance with the user manual of the Trackito product. In the web interface, the Recipient will be able to access the Trackito product remote setting after logging in to the Company Website.
- 3.3. The service can be used only with a Trackito product, which the Recipient is authorized to use, and which the Recipient activated in accordance with user manual to the Trackito product. The Recipient is authorized to use the Trackito product only in accordance with its user manual; especially, he or she is not authorized to remove the SIM card from the Trackito product. If the Recipient does not use the Service for any purpose, for example if the Trackito product is not activated, he or she is not entitled to demand a prolongation of the term of the Contract nor any reimbursement for price of the Services, neither in part or in full.
- 3.4. The Company undertakes to provide the Service to the Recipient at least to the extent of 99 % of duration of the Contract. The following are especially not included into this period:
- a period in accordance with the previous paragraph hereof, third sentence;
  - a period during which the Company does not provide the Extended Service in accordance with the paragraph 4.2. of the TC, because the Recipient does not have a valid Contract for the Basic Service;
  - a period during which the Trackito product is placed outside of the distribution areas of the Company in accordance with paragraph 4.3. of the TC;
  - a period for which the Company is authorized to stop the provision of the Service especially because of reasons in accordance with the paragraph 4.3. of the TC or in accordance with the paragraph 5.5. of the TC.

The Company provides this Service for the Recipient using data transfer provided to the Company by Vodafone Czech Republic a.s. (hereinafter referred to as “**Sub-contractor**”), which is also the owner of the SIM card in the Trackito product. Connection failure and thus also a failure of data transfer and Service provision to the Recipient may occur during provision of data by the Sub-contractor to the Company. The Company is not able to provide the Service to the Recipient for the duration of the such failure. However, the Sub-contractor is obligated to remove this failure in the shortest possible time and the Company will always expend maximum effort in connection with the Sub-contractor in order to resume provision of the Service as soon as possible. The failure thus should not exceed 1 % of the duration of the Contract

- 3.5. Recommendations and warnings regarding safe use of the Service including the administration interface by the Recipient or respectively by users:
- close the entrance, or the Service will not serve the intended purpose;
  - change the password to the user account of the Recipient, and do so at least once per month;
  - choose a strong enough password;
  - in case of theft of the device, which the Recipient uses for remote setting of the Trackito product or in case of a suspicion regarding the password being cracked, change the password immediately;

- protect the device used by the Recipient for the remote setting of the Trackito product from viruses and other unauthorized interventions, or for example the sensitive information about the location and movement of the Trackito product;
- do not enter sensitive information in presence of other people and keep the password secret;
- do not turn the device off nor set the device used by the Recipient for the remote setting of the Trackito product to silent mode, or the alarm might not be clear.

## **4. TYPES OF SERVICE**

### **4.1. Basic Service**

On the basis of a conclusion of the Contract, the Company shall provide the Recipient with Service to the basic extent including monitoring and evaluation with the total data limit at maximum (hereinafter referred to as "Limit") in every calendar month for the term of effect of the Contract. If the Contract has been established during a calendar month, the Limit is jointly related to the respective parts of the first and the last calendar month of term of effect of the Contract. After using 100 % of the limit, the provision of the Basic Service by the Company to the Recipient will be paused up to the beginning of a new month, unless he or she has concluded a Contract for the Extended Service in accordance with the paragraph 4.2. TC and the limit of the Extended Service has not been depleted.

### **4.2. Extended Service**

If the Basic Service is not sufficient for the needs of the Recipient, the Recipient can negotiate an increase of the Limit with the Company; the Limit can be increased up to the extent of several units and the entire transaction is to be made via the Company Website. Every unit of the Extended Service contains 1 MB of the data limit. The Extended Service Limit is drawn by the Recipient only after depletion of the Basic Service Limit in the respective calendar months and the unused limit is transferred to the next calendar months up to its depletion, resp. to the end of term of effect of the Contract of Extended Service. The Extended Service can be used by the Recipient only together with the Basic Service. If the term of the Contract of Basic Service expires, the Company will also stop the provision of the Extended Service simultaneously. If the Recipient subsequently concludes a Contract of Basic Service, the Company will resume the effectiveness of this Contract of Basic Service and provision of the Extended Service, to the extent of the unused limit up to the termination of the term of effect of the Contract of Extended Service. The Recipient is not entitled to demand a refund of price of the Extended Service from the Company, neither in full nor in part, if the limit of the Extended Service was not depleted because the Recipient did not conclude a Contract of Basic Service.

### **4.3. SERVICE DISTRIBUTION**

The Company provides Service in three distribution areas: EU, USA, RU. The Service in the EU distribution is provided in all countries of the European Union, in Switzerland and in Norway, the USA distribution covers the area of United States of America and the RU distribution provides the Service in Russia. The Company does not provide the Service in other countries of the world. If the Service is provided for free in accordance with paragraph 5.4. of the TC, then the respective distribution stands for the distribution stated on the package of the Trackito product. In all other cases, the distribution stated in the concluded Contract is the respective distribution. If the Recipient starts to use the Service in a distribution different than the respective distribution, i.e. if he or she moves the Trackito product into another distribution area and the price of Service in the new distribution is higher than the price of the Service in the respective distribution, the Recipient is obligated to pay the difference between both prices of the Service; to be more specific, to pay the difference for the aliquot part in accordance with the period remaining to the end of the term of Contract. The Recipient will be warned regarding the need to pay the difference in prices via e-mail. If the Recipient does not pay the difference in prices of the Service in accordance with this paragraph of the TC before the end of the calendar month in which the Recipient was delivered the e-mail regarding the obligation to pay the difference in prices, the Company shall stop the provision of Service to the Recipient at the moment of expiration of this calendar month in vain. In such case, the Recipient is not entitled to demand refund of the price of the unused Service from the Company, neither in part nor in full. If the Recipient pays the difference in prices in

accordance with this paragraph of the TC after the provision of the service is stopped by the Company, the Company will resume provision of the Service after receiving the payment of the difference in prices for the Service in accordance with this paragraph of the TC to the extent of the unused limit up to the end of the term of the Contract of Service. The new distribution shall become the respective distribution by the act of paying the difference in prices for the Service. This provision affects both the Basic Service and the Extended Service. If the Recipient starts to use the Service in a distribution different than the respective distribution and the price of the Service of the new distribution will be lower than the price of Service of the respective distribution, the Recipient is not entitled to a refund of price of the Service, neither in part, nor in full.

## **5. PRICE OF PROVISION OF SERVICES AND PAYMENT TERMS**

- 5.1. The price of the Service is agreed in the amount set in the Contract. Current overview of prices for individual type of the Service is stated at the Company Website. The price of the Service is final and it is a lump sum for the provision of Service for the entire term of effect of the Contract with the exception of change of distribution in the manner in accordance with paragraph 4.3. of the TC, sixth sentence. No expenses related to the delivery of the Service on the part of the Recipient are connected to the delivery of the Service.
- 5.2. The Company is a registered VAT payer and the price of the Service is thus always stated including VAT.
- 5.3. The price of the Service is paid in advance and the payment of the price of the Service is a condition of the provision of the Service by the Company with an exception of the provision of the Service for free in accordance with the paragraph 5.4. of the TC.
- 5.4. The free Service stands for the Basic Service provided to the Recipient in the first year of its provision by the Company to the Recipient under the condition that the Basic Service is provided together with a Trackito product, to which the Service is provided for the first time.
- 5.5. If the Recipient does not pay the price of the Service, the Company is authorized to stop provision of the Service to the Recipient, if it has already been providing the Service to the Recipient in the past. After a subsequent payment of the price of the Service by the Recipient, the Company will resume provision of the Service for the duration for which the price of the Service has been paid in advance (term of Contract).
- 5.6. The price of the Service does not include expenses of the Recipient connected to his or her connection to the administrative interface and its use. The Recipient pays for these expenses him or herself (e.g. the internet connection or mobile internet data expenses) and in accordance with the tariff the Recipient has agreed upon with his or her internet provider.
- 5.7. The Recipient shall pay the price of the Service immediately after conclusion of the Contract via the GoPay payment gateway, through which the payment can be realized in the following manner:
  - credit card;
  - bank transfer.The Company shall bear the expenses connected to the use of the GoPay payment gateway. Other expenses connected to the payment of the price of the Service shall be paid by the Recipient him or herself (e.g. bank fees) according to the tariff the Recipient has agreed upon with his or her provider of financial services.
- 5.8. The Company shall issue a tax document to the Recipient (hereinafter referred to as **"Invoice"**) for the price of the Service. The Company shall issue the Invoice to the Recipient after reception of the price of the Service and it shall send the Invoice to the Recipient via e-mail.

## **6. COMPLAINTS**

- 6.1. The Recipient is entitled to exercise the rights arising from the defective provision of Service at the Company in the form of a registered letter sent to the Company address, in which he or she shall describe the

respective defect and the manner of its manifestation. Furthermore, in the letter, the Recipient shall state the e-mail address stated during conclusion of the Contract and also a contact address, to which the information on resolution of the complaint is to be sent. The Recipient is obligated to point out the defect to the Company immediately after discovery of the defect.

- 6.2. The defect of the Service stands for a failure to provide the Service in the manner and to the extent described in these TC. In accordance with the paragraph 3.5. of the TC, failure to provide service during failure of connection provided by the Sub-contractor or a defect of the Trackito product or the administration interface or the defect in connection of the Recipient or a user to the administration interface does not constitute a defect of Service. An authorized stop of Service provision to the Recipient by the Company in accordance with the TC also does not constitute a defect of the Service.
- 6.3. If the defect is removable, the Recipient may demand its removal, resp. completion (the most often in the form or prolonging the period of Service provision) or an appropriate discount from the price of the Service. If the defect is irremovable, the Recipient can withdraw from the Contract or demand an appropriate discount from the price of the Service. The Company shall investigate the defect exercised by the Recipient and if it is a legitimate defect, it will remove the defect immediately, however no later than 30 days after its exercise. The Company shall inform the Recipient of this fact in a registered letter sent to the contact address stated by the Recipient in the complaint.
- 6.4. In case of other protests of the Recipient connected to the Contract, the Recipient is entitled to address the Company via e-mail or to address the control bodies of the state administration.

## **7. CONTRACT CONCLUSION**

- 7.1. The Recipient can conclude the Contract with the Company either in the written form by filling out the identification data of the Recipient in the Contract and by a signing the given Contract, or at the Company Website by filling out the form and by approving the conditions of the Contract (hereinafter referred to as **"electronic form"**).
- 7.2. In the Contract, the Recipient shall state these identification information of his at minimum:
  - If the Recipient is a natural person and not an entrepreneur: name and surname, place of residence and an e-mail address, possibly invoicing information, if they differ from the identification information;
  - if the Recipient is a natural person conducting business or legal person: name and surname or company name, company ID, registered office, information on its registration in the register and an e-mail address, possibly invoicing information, if they differ from the identification information.
- 7.3. The Contract, both in the written and the electronic form, contains the following attachments:
  - TC;
  - form for withdrawal from the Contract for the Recipient – consumer;
  - form for selection of the beginning of the term of effect of the Contract with an exception of Contract for provision of Services for free;
  - possibly also an express approval of the Recipient – consumer – with the provision of the Service prior to the expiration of period for withdrawal from the Contract in accordance with paragraph 8.5. of the TC.
- 7.4. The contractual relationship between the Company and the Recipient is established by a conclusion of the Contract, i.e. by signing the written Contract by the Recipient or by approving the Contract conditions by the Recipient at the Company Website. At the moment of conclusion of the Contract, the Contract becomes binding for both Contracting Parties. In case of conclusion of the Contract in the electronic form, the Company shall confirm conclusion of the Contract to the Recipient via e-mail and it shall send the Contract to the Recipient including all attachments.

- 7.5. If the Recipient concludes the Contract with the Company in the electronic form, by approving the conditions of the Contract, the Recipient agrees with the use of distance means of communication. Expenses incurred to the Recipient during use of distance means of communication in connection with Contract conclusion (e.g. internet connection expenses) shall be paid for by the Recipient in accordance with the tariff the Recipient has agreed upon with the connection provider.

## 8. CONTRACT DURATION

- 8.1. In case of the Basic Service, the Contract is concluded for a definite period of time of 1 year, and it becomes valid on the day of its conclusion. If the Contract is concluded for a provision of the Basic Service for free in accordance with the paragraph 5.4. of the TC, the Contract of Basic Service becomes effective at the moment of confirmation of the Service order in the Shop. If the Contract is concluded for provision of the Basic Service for payment, it becomes effective in accordance with the choice of the Recipient at one of the following moments:
- from the date on which the Recipient confirmed the order of the Service, but not prior to payment of the respective price of the Service;
  - immediately after the end of the term of effect of the previous Contract of Basic Service in order for the Basic Service to be provided continuously, but not prior to payment of the respective price of the Service.
- 8.2. In case of the Extended Service, the Contract is concluded for a definite period of time of 1 year and it becomes valid on the day of its conclusion and effective on the day of payment of the respective price of the Service;  
The term of effect of the Contract of Extended Service shall end before the expiration of the definite period of time in accordance with the first sentence of this paragraph, if the Company provides the Extended Service to its complete extent to the Recipient prior to expiration of this period, and it will end to the last day of provision of the Extended Service by the Company to the Recipient in case of depleting the Limit.
- 8.3. Contracting Party is entitled to withdraw from the Contract by means of registered letter in the following cases:
- if the other Contracting Party violated the Contract or the TC in a substantial manner;
  - if the other Contracting Party violated the Contract or the TC in a non-substantial manner and failed to remedy the violation within the appropriate period after delivery of a written notice of the first Contracting Party, calling for remedy.
- 8.4. The following events are considered a substantial violation of the Contract:
- in case of violation of the Contract by the Company, failure to provide the Service to the Recipient in accordance with the Contract for a period longer than 10 days is considered a substantial violation; the individual times in which the Service was not provided by the Company, total up.
  - in case of violation of the Contract by the Recipient by removing the SIM card from the Trackito product.
- 8.5. Recipient – consumer is entitled to withdraw from the Contract within 14 days from the conclusion of the Contract (the notice of withdrawal from the Contract has to be sent to the Company within this period) without stating a reason and without any penalty. The Recipient is entitled to perform the withdrawal from the Contract with an unambiguous statement of withdrawal from the Contract delivered to the Company in the form of a registered letter, e.g. by filling out the form which is an integral part of the Contract. If the Recipient – consumer executes the right to withdraw from the Contract in accordance with this paragraph, the Company is not entitled to reimbursement of any expenses connected to Contract termination. The Company is also obligated to return the Recipient – consumer the price paid for the Service within 14 days from the withdrawal in the same manner in which the Company received the payment. The Company is not obligated to return an aliquot part of the price of the Service to the Recipient to the extent of the already provided Service, if the Recipient – consumer granted the Company with an express approval with provision of the Service prior to the expiration of the period for withdrawal from the Contract.

8.6. If the Recipient does not pay the price of the Service immediately after conclusion of the Contract in accordance with the paragraph 5.7. of the TC, the Contract is terminated.

## 9. PERSONAL DATA PROTECTION

9.1. The Company, in the position of personal data administrator, undertakes to ensure the protection of personal data of the Recipient – natural person as a subject of data, in accordance with the Act No. 101/2000 Sb., on Personal Data Protection and amending certain laws, as amended (hereinafter referred to as “**Law**”)

9.2. For the purposes of performance of the Contract, the Recipient provides the following personal data to the Company: name and surname, place of residence and e-mail address, possibly also invoicing information (hereinafter referred to as “**Personal Data**”). It is obligatory for the Recipient to provide Personal Data for the purposes of performance of the Contract. Should the Recipient refuse to provide the Personal Data to the Company, the Contract will not be concluded.

9.3. The Recipient undertakes to state his or her personal data, respectively the identification information, in case of a Recipient, who is not a subject of the data, correctly and truly, and to inform the Company of any change in his or her personal data immediately.

9.4. If the Recipient allows the Service to be used by a user, resp. the authorized, he also undertakes to inform the user, resp. the authorized, on the processing of a piece of personal data of the user in the form of an e-mail address, which is necessary for use of the Service provided by the Company, including the conditions of processing of this piece of personal data in accordance with this Article of the TC.

9.5. The Personal Data will be processed for the duration of the contractual relationship established by the Contract. After termination of the contractual relationship, the Company is authorized to process the Personal Data only for the purposes of protection of rights and legitimate interests of the Company or for the purposes of processing necessary for adherence to the legal obligation of the Company for the absolutely necessary period of time. In such case, the Company is authorized to provide the personal data to a third party for this purpose; this third party will be commissioned by the Company to protect the rights and legitimate interests of the Company. After termination of personal data processing, these personal data will be destroyed by the Company.

9.6. The Personal Data will be processed in an electronic form in an automated way or in the printed form in a non-automated way.

9.7. Should the Recipient discover or believe that the Company performs processing of his or her personal data which is in conflict with the protection of private and personal life of the Recipient or in conflict with the law, especially if the personal data are inaccurate with regard to the purpose of their processing, he or she can:

- ask the Company for an explanation,
- demand for the Company to remove such a violation. This may especially concern blocking, performance of a correction, completion or destruction of personal data.

If the request of the Recipient in accordance with the previous sentence is found legitimate, the Company shall immediately remedy the defective condition.

9.8. If the Recipient requests information on processing his or her personal data, the Company shall pass this information without unnecessary delay. For the provision of the data in accordance with the previous paragraph, the Company is authorized to demand appropriate payment non-exceeding the expenses necessary for provision of this information.

9.9. By concluding the Contract, the Recipient confirms that he or she has acquainted him or herself with the information and instructions in accordance with this Article of the TC.

## 10. COMMUNICATIONS SENDING

- 10.1. If it is not agreed otherwise or if these TC do not state otherwise, both Contracting Parties are obligated to send all correspondence and information related to the Contract (hereinafter for the purposes of this article referred to as **"Information"**) to the other Contracting Party via electronic mail to the contact e-mail address. The Company contact e-mail address stated in the paragraph 1.4. of the TC is considered a Company contact address and the e-mail address stated by the Recipient during conclusion of the Contract and the e-mail address stated by the Recipient during Trackito product activation is considered to be the contact e-mail address of the Recipient.
- 10.2. For the purposes of mutual sending of Information in accordance with this Article of the TC, the Contracting Parties undertake to check the e-mail box of their respective contact e-mail address at least once per week and they undertake to continuously ensure that the e-mail box is not full or that its setting does not prevent delivery of e-mails from the other Contracting Party. If this obligation is violated, the Contracting Party violating the obligation is not entitled to protest against the other Contracting Party in case of a failure to deliver information. If a Contracting Party requests a confirmation of delivery of information during provision of the said information, the other Contracting Party is obligated to confirm this delivery by answering the e-mail of the first Contracting Party. If a Contracting Party does not confirm the delivery in accordance with the previous sentence of this paragraph, the other Contracting Party is authorized to deliver shipment to the former Contracting Party by means of a provider of postal services.
- 10.3. In accordance with this paragraph of the TC, the Company will send the Recipient, resp. the user especially the following information:
- on raising of alarm;
  - on the event of Recipient allowing the use of the Service by a user;
  - on low battery warning regarding the Trackito product;
  - on warning regarding imminent end of term of effect of the Contract;
  - on imminent depletion of the Limit of Service;
  - on the event of Recipient terminating the permission of use to a user;
  - on a change of distribution, if the price of the Service in the new distribution is higher than the price of the Service of the respective distribution;
  - cession of use of the Service to the authorized by the Recipient in accordance with paragraph 11.6. of the TC; this information will be sent to the Recipient and the users of the Recipient together with an information on a stoppage of provision of the Service and preclusion of remote setting of the Trackito product.
- The Company shall meet the obligation of sending the Recipient, resp. the user the information in accordance with this paragraph of the TC by sending the respective information to the e-mail address of the Recipient, resp. the user.

## 11. OTHER AND FINAL PROVISIONS

- 11.1. If the contractual relationship established by the Contract contains international (foreign) element, the Contracting Parties agree that this relationship is governed by Czech law. Thus the rights of the consumer resulting from the peremptory provisions of generally binding legal regulations are not affected.
- 11.2. The Company shall save its copy of the concluded Contract including all attachments in an electronic form and it shall not make it accessible to the other Contracting Party. The Contract can be concluded in English.
- 11.3. The Company is authorized to change these TC to an appropriate extent. The Company shall inform the Recipient of changes in the TC at least one month before the effective date of this change via e-mail. If the Recipient disagrees with the changes in the TC, he or she is entitled to withdraw from the Contract with a



period of notice of one month from the day of delivery of the notice of withdrawal to the Company. The Recipient is obligated to deliver the notice of withdrawal to the Company before the date of effect of the change in the TC and in such case, the Contract shall be governed by the original wording of the TC until its termination.

- 11.4. The Contracting Parties have agreed that except for the paragraph 11.3. of the TC, they are authorized to complement and alter the Contract only in the written form.
- 11.5. Neither the Contract nor the rights arising from the Contract may be ceded without a prior written approval of the other Contracting Party.
- 11.6. The Recipient is authorized to cede the use of the Service to a third party (hereinafter referred to as "**Authorized**") by the reactivation of the Trackito product by the Authorized within the term of effect of the Contract. In such case, the Authorized has the right to use the Service within the extent of this right of the Recipient, in all the other matters, the rights and obligations arising from the Contract remain a responsibility of the Recipient (for example complaints, contract termination etc.). Should the Authorized activate Trackito, he or she will thus stop provision of the Service to the Recipient, resp. to its users, including sending of e-mails, and on the basis of allowing sharing of the Service to the Authorized, the Recipient can be only in the position of a user in accordance with the paragraph 3.1. of the TC. The Company shall inform the Recipient and all his users of the stoppage of provision of Service. By providing the Service to the Authorized, the Company fulfils the obligation of providing the Service to the Recipient in accordance with the Contract. All the provisions of these TC concerning the Recipient and the provision of Service to the Recipient thus analogously affect the Authorized. If the Recipient cedes the use of this Service to a third party in conflict with this provision, the Company is not obligated to provide the Service neither to the third party nor to the Recipient and the Recipient is not entitled to demand refund of the price of the Service, neither in part nor in full.
- 11.7. If the Recipient is an entrepreneur, the Contracting Parties have agreed that in case of occurrence of damage because of a reason on the part of the Company, the Company is obligated to reimburse the Recipient for the damages at most to the amount of the price of the Service, VAT not included. In such case, the Company is responsible for the damage only to the Recipient and not to the third parties, not even to the users or the Authorized.
- 11.8. If the Recipient allows use of the Service to the users or the Authorized, he or she is obligated to ensure that these persons behave in accordance with the Contract while using the Service.
- 11.9. If any provision of the Contract or the TC should become invalid or false, other provisions of the Contract of Purchase or TC remain valid and effective. Instead of the invalid or null provision, provisions of generally binding legal regulations regulating this question of a mutual relationship of the Contracting Parties shall be used. In such case, at the same time, the Contracting Parties undertake to modify their relationship by agreeing upon a different provision which would correspond to the intention of the replaced provision with its content.
- 11.10. The Recipient expressly states that he or she has acquainted him or herself with all provisions of these TC and he or she confirms this by concluding the Contract with the Company.