

# SHERLOG Terms and Conditions of Business

## Terms and Conditions of Business for Provision of SHERLOG VISION System Services

### Preamble

These Terms and Conditions of Business (hereinafter the "Terms") specify in more detail relations arising based on a contractual relationship (hereinafter the "Contract"). The acquisition of a unit, its installation, including activation, in a CUSTOMER's car, is regarded as the conclusion of a Contract.

The SHERLOG VISION system uses GPS/GSM technology with the help of which SECAR BOHEMIA, a.s. (hereinafter "SECAR") provides the CUSTOMER with selected information about the car's movement through the SHERLOG VISION portal application. The SHERLOG VISION system is also for car localisation with the opportunity to find a stolen car. Data transfer is provided solely in the Czech Republic, car localisation for the selected product\*) is possible in the territory of all countries in Europe that are covered by a GSM signal through text message roaming partners (hereinafter "Other Countries").

Although data transmissions to the Customer take place exclusively in the territory of the Czech Republic, a vehicle can be located and identified for a selected product\*) outside the territory of the Czech Republic if the conditions are satisfied ("abroad").

### I. SHERLOG VISION System Services

In accordance with these Terms and in accordance with the selected SHERLOG VISION products, the CUSTOMER is entitled to use the following system services:

- The SHERLOG VISION portal application with the option of setting up user functions;
- The receipt of alarm reports and for the selected product\*) a connection to the NONSTOP client centre, with the possibility of location and retrieval of a stolen vehicle in the Czech Republic and, subject to certain conditions, also abroad.
- The receipt of information warnings;
- A technical support service to the extent specified at [www.sherlogvision.cz](http://www.sherlogvision.cz) (info about the application, help with set up, client centre help, etc.).
- For a selected product \*) if the button Assistance is activated, the Client Centre forwards information from the Customer to the services (integrated rescue system of the Czech Republic or technical help services).

### II. Terms and Conditions for Provision of System Services

System services in accordance with article I of these Terms are provided only in compliance with the following conditions:

- The CUSTOMER concluded a Contract, by acquiring and installing, including activation, of the equipment;
- Installation, including activation of equipment in a vehicle of the CUSTOMER was performed solely in the SECAR installation centre or at an authorised SECAR partner;
- There was no unauthorised interference with the installed equipment;
- The equipment was not damaged and its functionality was not impaired, e.g. as a consequence of an accident or force majeure (natural disasters, etc.);
- The CUSTOMER has sufficient credit to draw the aforementioned services in accordance with the current price list available at [www.sherlogvision.cz](http://www.sherlogvision.cz). The procedure in the case of insufficient credit is specified in Article VI of these Terms.

### III. Duties of SECAR

SECAR undertakes to:

- Enable the CUSTOMER to use the selected product\*) (GPS/GSM unit) including the SIM card with activated data transfer and for the entire duration of the contractual relationship keep the SIM card active;
- E-mail the CUSTOMER access data (log in name and password) for the SHERLOG VISION application;
- Enable the use of the SHERLOG VISION application and its regular updating;
- In the agreed manner, notify the CUSTOMER of alarms at the contact details it specifies;
- For a selected product\*) and at the Customer's request, the Client Centre will take steps to locate and identify a stolen vehicle in the database in the Czech Republic without charge. If a Customer requires that a stolen vehicle is located and identified abroad, this service will be rendered for a fee (advance payment), provided the Client Centre is able to locate the stolen vehicle abroad (availability of GPS/GSM signal) and identify it – see Article IV(g) of these BT;
- if the button Assistance is activated for a selected product\*) the Customer is contacted by the Client Centre using a telephone number selected by the Customer so that an assistance service can be mediated (integrated rescue system, vehicle recovery service, etc.);
- Arrange protection of the CUSTOMER's personal data in accordance with Act No. 101/2000 Coll. on personal data protection, as amended;

- The duties are limited at times when a GSM network or GPS signal is not available for the service, or it is not possible to provide the services as a consequence of circumstances excluding liability (force majeure).

### IV. Duties of the CUSTOMER

The CUSTOMER undertakes to:

- Familiarise himself with the Terms, which are publicly available at [www.sherlogvision.cz](http://www.sherlogvision.cz) and confirm his consent to them by receiving an e-mail with access data;
- For the selected product\*) complete and keep current data about the car and contact persons the CUSTOMER himself chooses and, in the event there are changes to such information, promptly report the changes to the client centre, so that in the event of a search there are no unnecessary delays or unsuccessful communication due to the influence of old information;
- Bring the car to the agreed place for the performance of a regular check on the state of the equipment (once every three years), or an extraordinary inspection of the state or a repair to the equipment at SECAR's request;
- For the selected product\*) notify SECAR in advance of any repair, maintenance or other activities during which there is handing over the car and subsequently report the end of such activities on the car (the handing over of the car to a service centre and the collection of the car from a service centre) for an equipment functionality test;
- Promptly inform SECAR for the selected product\*) the Client Centre of any handling of the car in a secured state, such as towing of the car, an accident, etc.;
- Promptly inform SECAR of the theft of the car or a suspicion of the theft for the selected product\*), also in the event that the CUSTOMER asks for the provision of a service in accordance with Article I, par. d);
- For the selected product\*) after the reporting of the theft of the car to SECAR promptly notify the theft to the nearest station of the Police of the Czech Republic or call 158, and immediately inform SECAR when notification has been made. In the event of a request the car be found abroad, the CUSTOMER shall pay the deposit specified by the current price list; Line 158 and immediately inform the Client Centre where the report was made. If a Customer requires the location and identification of a vehicle abroad, the Customer is obliged to make an advance payment according to the current price list;
- if the Customer activates the button Assistance, the Customer will receive a call from the Client Centre where he or she will report the reason for the required assistance. By this the Customer agrees to the Client Centre passing on the information to the assistance services and will give the services the Customer's telephone number for direct communication;
- To take note that the equipment is hidden in the car and after the equipment is removed not claim the replacement of the parts altered during the equipment's installation in the car;
- To make payments in full and on time and thereby maintain sufficient credit for the drawing of services in accordance with Article I and in accordance with the price list available at the [www.sherlogvision.cz](http://www.sherlogvision.cz) website.

### V. Terms and Conditions of Payment

- When acquiring SHERLOG VISION from SECAR or an authorised partner the CUSTOMER shall pay the whole amount, including credit, in accordance with the current price list available at [www.sherlogvision.cz](http://www.sherlogvision.cz).
- For a selected product\*) the Customer is obliged to make an advance payment according to the current price list if the Customer requires the location of a stolen vehicle abroad. If the location costs exceed the advance payment, the Customer is obliged to pay the difference. If the advance payment is not used up, SECAR is obliged to refund the advance to the Customer;
- the price of activation of the button Assistance is specified in the current price list available at [www.sherlogvision.cz](http://www.sherlogvision.cz);  
If the costs of tasks related to the localisation of a car exceed the billable advance, the CUSTOMER shall pay the difference, in the event of an undrawn advance SECAR shall return the relevant amount to the client.
- The CUSTOMER shall also make the payments for which it obtains the credit necessary to draw services in accordance with par. I of these Terms.
- The amount and extent of payments for services provided will be set by the current price list available at [www.sherlogvision.cz](http://www.sherlogvision.cz).
- The system generates a tax document for the CUSTOMER when he buys a credit and it is available in the SHERLOG VISION portal application.

## VI. Limitations and Suspension of the Provision of System Services

In the event of an insufficient amount of credit, the CUSTOMER will be notified of this state and if there is no INCREASE in the credit, the services specified in par. I of these Terms will be limited for the CUSTOMER.

The CUSTOMER gets the following information about its account:

- a) Information about low credit;
- b) Information about a negative amount of credit, limitation on services, risk of termination of Contract.

In the event the CUSTOMER does not make the necessary payment and does not arrange sufficient credit, the services specified in par. I of these Terms will be limited for it. If the balance of the CUSTOMER's account is negative for a period longer than 30 consecutive days, SECAR reserves the right to terminate the Contract and end the drawing of services.

## VII. Discounts on Insurance Premiums

- a) The CUSTOMER is entitled to claim a discount on insurance premiums in accordance with the terms and conditions of a specific insurance company.
- b) The CUSTOMER takes note that an insurance company is entitled to check with SECAR whether the conditions for the provision of a discount on insurance premiums for the CUSTOMER are met and remain met.

## VIII. Guarantee Conditions

A statutory guarantee lasting 24 months from the installation of the equipment in a car applies. The guarantee does not apply to wear and tear of the power element (battery) caused by its usual use.

## IX. Liability for Damage and Breach of Obligations under Contract

- a) Parties to the Contract are liable for any damage that could be caused by a breach of contractual and statutory duties, in accordance with general legislation.
- b) The CUSTOMER undertakes to compensate SECAR for demonstrably incurred costs that arose due to a breach of Article IV of these Terms, but up to no more than CZK 15,000.

## X. Communication between the Contracting Parties

- a) SECAR and the CUSTOMER agree that in the event of the necessity of contacting the CUSTOMER, SECAR will make use solely of the contact details specified by the CUSTOMER in the SHERLOG VISION portal application. The CUSTOMER is responsible for the correctness of such data.

## XI. Termination of Contract

The Contract is concluded for an unfixed term and will be terminated:

- a) By withdrawal from the Contract by SECAR, if the CUSTOMER does not perform, or repeatedly breaches the duties in accordance with Article IV, Duties of the CUSTOMER;
- b) Notice of termination of the Contract given by SECAR, if the balance of the CUSTOMER's account contains a negative balance;
- c) Notice of termination of the Contract given by the CUSTOMER without stating a reason, in the event the credit has not been exhausted, the credit is forfeited. It is not possible to claim the return of money from unused credit.

SECAR will notify the relevant insurance company of the termination of the provision of the SHERLOG VISION system services.

## XII. Concluding Provisions

SECAR and the CUSTOMER agree that in the event of any court disputes concerning the Contract, in accordance with Section 89a of Act No. 99/1963 Coll., the Civil Procedure Code, as amended, the court that has jurisdiction is the local court for the registered office of SECAR BOHEMIA, a.s.

The CUSTOMER takes note that a worker of SECAR or an authorised partner will register the CUSTOMER in the SHERLOG VISION portal application and based on this access information will be generated for the CUSTOMER.

SECAR and the CUSTOMER, in accordance with Section 262, par. 1, of Act No. 513/1991 Coll., the Commercial Code, as amended, agree that the obligation relationship established by the Contract will be governed by this piece of legislation.

These Terms also apply to a CUSTOMER using a leased car. Some provisions of these Terms are governed by the leasing contract (right of ownership and use of vehicle). This primarily concerns the terms and conditions of payment and user duties.

These Terms for the provision of services in the SHERLOG VISION system are generally valid starting on 1 January 2013.

\*) The selected product shall be understood to be a product where a selected service is provided by SECAR. The type and extent of services may differ depending on the type of product and the technological options. Current types of products and services provided with them are specified at [www.sherlogvision.cz](http://www.sherlogvision.cz).

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