

General Terms and Conditions

Version 3.1

1 January 2022



1. General provisions

- 1.1 These General Terms and Conditions (hereinafter referred to as "GTC") regulate the general rights and obligations between NetRex s.r.o., with registered office: Chatová 1520/6, 153 00 Praha 16 - Radotín, ID No.: 25288792, registered in the Commercial Register maintained by the Municipal Court in Prague, file No. C 116295, correspondence address: U Nikolajky 9, 150 00 Praha 5 - Smíchov (hereinafter referred to as "NetRex") and the customer of NetRex (hereinafter referred to as "Customer"). These GTC also govern the relationship between NetRex and the Customer who has completed and signed NetRex's Product Order and Contract Proposal form.
- 1.2 The GTC apply to the legal relations between NetRex and the Customer in the provision of NetRex Services, the purchase of Equipment and the provision of licenses for programs from NetRex (hereinafter referred to as "Products") and other legal relations derived from these relations. By entering into a contract for the purchase of NetRex Products, the Customer agrees to these General Terms and Conditions and undertakes to comply with them.
- 1.3 These GTC, as well as the legal relations between NetRex and the Customer or the Interested Party, are governed by the generally binding legal regulations of the Czech Republic, in particular Act No. 89/2012 Coll., the Civil Code, as amended. If the Customer is a consumer, the legal relations between NetRex and the Customer are also governed by Act No. 634/1992 Coll., on Consumer Protection, as amended.

2. Definition of terms

- 2.1 **The Customer's contact person** is the person who handles communication regarding the performance of the Contract with NetRex.
- 2.2 **License** means, in the GTC, a time and quantity limited entitlement to use the NetRex Services.
- 2.3 **The Customer's Authorised Representative** is the person authorised to contractually bind the Customer in relation to NetRex.
- 2.4 **Registration** means the electronic process by which the Customer provides NetRex with his/her identification information and by which the Customer is subsequently assigned a unique username and password enabling the Customer to enter into the Agreement remotely and/or access the NetRex Services.
- 2.5 **The Price List** is a document containing the prices for NetRex Services. The Price List is available on NetRex's website at www.netrex.cz. NetRex reserves the right to change the prices set out in the Price List.
- 2.6 **NetRex Services** are IT services related primarily to video surveillance systems, transmission, intelligent sorting, storage and reverse access to Customer video and audio data. The individual NetRex Services are available on NetRex's website at www.netrex.cz.
- 2.7 **The Service Description** is a document describing the relevant NetRex Service and the specific terms and conditions of its provision. NetRex reserves the right to change the Service Description as NetRex Services are continually upgraded. The new Service Description replaces the original Service Description unless otherwise stated in the new Service Description. Service Descriptions are available on NetRex's website at www.netrex.cz.

- 2.8 **The NetRex Product Specification** is an attachment to the Agreement with a cover sheet that lists the Products, their quantities, locations, and other specific terms of the Agreement. A NetRex Product Specification that covers the same location may be replaced by a more recent NetRex Product Specification or may be changed by agreement by electronic communication between the Customer's contact person and NetRex.
- 2.9 **Equipment** includes, but is not limited to, IP cameras, video servers, recording devices, and accessories for these devices. All available Devices are listed on NetRex's website at www.netrex.cz.

3. Contract

- 3.1 Customer enters into a contract for the purchase of NetRex Products (the "Contract") directly with NetRex.
- 3.2 The form of the Contract may be:
 - a. A Contract concluded on the basis of a NetRex Products Order Form and a draft Contract (the "Order");
 - b. A Contract with a Contract Cover Sheet. This form of Contract is used for larger transactions where the use of a form Contract is not possible or practical;
 - c. A Contract concluded by means of remote communication.
- 3.3 A mandatory provision of the Contract is the indication of the purpose of the processing of personal data by the Customer which will be captured by the Facilities.

4. Contract on the basis of a written order

- 4.1 The Contract requires the signing of an Order by the interested party. By signing the Order and delivering the Order to NetRex, the Interested Party proposes the conclusion of the Contract to NetRex under the terms and conditions set out in the applicable GTC, Service Description, and Price List.
- 4.2 The Contract is concluded and the Prospective Customer becomes a Customer only by NetRex's written acceptance of the Order, which NetRex will send to the Prospective Customer upon receipt of the Order. Any signing of the Order by the sales representative is only an administrative indication of the action taken and is not an acceptance of the Order by NetRex, and the conclusion of the Contract will only occur by written acceptance as described above.
- 4.3 NetRex shall notify the acceptance of the Order by means of electronic communication enabling the identification of the person who has accepted the Order on behalf of NetRex.

5. Contract with cover sheet

- 5.1 A major Contract may be concluded by signing the Contract Cover Sheet and the relevant Annexes set out in the Contract Cover Sheet.
- 5.2 A single Cover Sheet Contract may cover multiple NetRex Product Specifications for multiple NetRex Products in multiple locations.

6. Contract concluded by means of communication

- 6.1 If the Contract is concluded by means of electronic communication, an advance invoice is issued to the Customer after the conclusion of the Contract and NetRex will only carry out the installation after payment of the invoice unless otherwise agreed between the parties to the Contract.
- 6.2 A Contract concluded by means of distance communication shall consist of the Customer's order record with NetRex, the Service Description set out on NetRex's website at www.netrex.cz and the GTC set out therein.
- 6.3 NetRex shall have the right to cancel the Order or withdraw from the Contract if the Products or any part thereof can no longer be delivered or replaced or if the price of at least any of the Products has changed significantly. NetRex shall inform the Customer of the cancellation of the order or withdrawal from the Contract without delay in writing, using the contact details provided by the Customer during Registration. If the purchase price has already been paid by the Customer in the meantime, NetRex shall refund this price to the Customer without undue delay.
- 6.4 After the agreement with NetRex, the Customer may cancel the order.
- 6.5 If the Products are physically delivered to the address specified by the Customer, the Customer shall arrange for the receipt of the Products from the carrier and the payment of any cash on delivery. Upon receipt, the Customer shall inspect the shipment for quantity and possible damage in transit. The Customer is obliged to claim incomplete or damaged shipment from the carrier, not to accept it, and to inform NetRex about it. By acknowledging receipt of the shipment to the carrier, the Customer confirms that the shipment is complete and undamaged.
- 6.6 If the Product is a NetRex Service, the Customer shall be allowed to start using the NetRex Service immediately upon payment of the purchase price, unless otherwise agreed in writing.
- 6.7 If the Product is a program, the Customer shall be allowed to download the program upon payment of the purchase price. If the Customer has ordered the installation and/or configuration of the program, these activities shall be carried out after payment of the purchase price within the agreed time, unless otherwise agreed between the parties to the Contract.
- 6.8 The Customer, who is a consumer, has the right to withdraw from the Contract concluded by means of distance communication. The cancellation must be in writing and must be delivered to NetRex within 14 days from the date of delivery of the goods. If the Customer exercises this right, the Customer shall return the Products to NetRex within the same period. The Products must be returned complete, free from signs of wear and tear, undamaged, and in their original packaging, if possible due to the nature of the Product. If Customer returns Products to NetRex incomplete or damaged, Customer shall reimburse NetRex for the cost of replenishing consumables and restoring the Products to their original condition prior to sale to Customer. The Customer agrees that such costs shall be reduced by the refunded purchase price. NetRex's refund of the purchase price will occur no later than 30 days after the cancellation of the Agreement.
- 6.9 NetRex Services that have already begun to be used by the Customer cannot be returned in accordance with the procedure set out in clause 6.8.

7. Product features and usability

- 7.1 NetRex Devices have the features described on the product packaging or the NetRex website at www.netrex.cz.
- 7.2 The Devices require an internet connection and mains electricity to operate. Unless otherwise agreed between the Customer and NetRex, the Customer is solely responsible for providing sufficient capacity Internet access up to the interface at the Devices and for providing power to the Devices. For critical applications, the Customer is advised to provide backup Internet connections and backup power supplies.
- 7.3 The terms and conditions for use of NetRex Services are further described in the Service Descriptions available for specific services on NetRex's website at www.netrex.cz.
- 7.4 The NetRex Services may only be used within the scope of the paid-up License.
- 7.5 Unless otherwise stated in the Agreement, NetRex is not liable for the achievement of the purpose for which the Customer purchases the Products. The Customer is obliged to familiarize itself in advance with the technical characteristics of the Products and to decide on the purpose of use of the Products accordingly.
- 7.6 The Customer acknowledges that the Products are technical in nature, which may entail the need for modifications, technical updates, and possible repairs. The Customer is therefore always advised to create a backup solution for critical applications.
- 7.7 NetRex agrees to support the Equipment within the warranty period provided by NetRex and also reserves the right to discontinue support for discontinued Equipment.

8. NetRex Terms and Conditions of Service

- 8.1 NetRex will set up the NetRex Services for the Customer normally within 14 working days of payment of the purchase price of the Products, unless otherwise agreed between the Customer and NetRex.
- 8.2 The Customer's contact person has the option to request a change to the NetRex Services in writing by electronic communication. If NetRex agrees to the changes, NetRex will make the changes and notify the Customer.
- 8.3 NetRex will normally make the change to the NetRex Services within 5 working days of receipt of the change request or payment for the ordered changes, if the purchase price of the new NetRex Services is different from the purchase price of the original NetRex Services and unless otherwise agreed between the Customer and NetRex.
- 8.4 A Customer who has access to NetRex's automated configuration tool may make changes to its NetRex Services itself to the extent permitted by that configuration tool.
- 8.5 NetRex is authorized to perform scheduled maintenance on the NetRex Services during the Service Window on weekdays from 11:00 p.m. to 6:00 a.m. or on weekends. The duration of any single outage will not exceed 8 hours. The Customer will be given at least 24 hours' notice of maintenance. The period of time during which scheduled maintenance is performed on the NetRex Services shall not constitute an outage of such services.

9. Obligations of the Parties relating to the NetRex Services

- 9.1 NetRex agrees to:
- 9.2 provide the NetRex Services to the Customer in accordance with the Agreement;
- 9.3 protect the Customer's data stored on NetRex's technical resources by available technical and organisational means;
- 9.4 comply with its obligations as a data processor under the provisions of Article 15 of the GTC;
- 9.5 notify the Customer in advance of any limitations, interruptions or changes in the provision of NetRex Services, if known to NetRex in advance;
- 9.6 disclose information about innovations to the NetRex Services that result in changes to the Description of the Services.
- 9.7 Customer agrees to:
- 9.8 properly pay the prices for the Products;
- 9.9 to comply strictly with generally binding legal regulations when processing personal data, and, with effect from 25.05.2018, also in accordance with Regulation (EU) 2016/679 of the European Parliament and of the Council of 27.04.2016 on the protection of natural persons with regard to the processing of personal data and on the free movement of such data and repealing Directive 95/46/EC (General Data Protection Regulation). In particular, the Customer acknowledges that he/she is obliged to demonstrably warn natural persons about the camera capture and to inform them about the purpose, duration, and conditions of the management and processing of the captured image recording, as well as about the person of the processor, if different from the Customer as the data controller;
- 9.10 to duly perform other obligations set out in the Contract.
- 9.11 The Customer acknowledges that it is solely responsible for the content of the data it publishes or sends over the Internet in connection with the use of the NetRex Services.

10. Service Limitations and Scope of NetRex Services

- 10.1 NetRex is entitled to suspend the provision of NetRex Services without prior notice to the Customer if the Customer is in default of its obligations under the Agreement, or for reasons of important general interest, or if its ability to provide NetRex Services is limited due to an unavoidable event that NetRex could not have foreseen or prevented, or if the continued provision of NetRex Services could cause serious harm to NetRex, the Customer or a third party.
- 10.2 In the event that the Customer fails to pay the properly billed price within 10 days after the due date of the advance invoice or invoice-tax document, NetRex shall have the right to, among other things, delete all Customer data located on NetRex's technical resources.
- 10.3 Both parties undertake to notify the other party without undue delay of circumstances preventing the proper performance of the Agreement. Both parties undertake to use their best efforts to avert and overcome such circumstances.
- 10.4 As part of the NetRex Services, NetRex may from time to time send informational emails about the Services to the Customer or the Customer's Contact Person. These informational emails are commercial communications pursuant to Act No. 480/2004 Coll., Act on Certain Information

Society Services, as amended. Technical, operational, and Contract-related information is not a commercial communication. The Customer has the right to cancel further sending of commercial communications at any time.

11. Handover of products for use

- 11.1 If the installation of the Products is agreed between NetRex and the Customer, after installation the Products shall be functionally tested and handed over to the Customer and the parties shall sign a handover report. The Customer shall have the right to indicate any objections to the handover in the handover report. If the Customer's reservations are justified, NetRex shall accept these reservations and remedy the defects. NetRex will not take into account objections that are not justified. If the Customer insists on reservations that are not justified (e.g. the defect is not caused by NetRex), the Customer shall pay NetRex for the additional troubleshooting work according to the Price List.
- 11.2 If the Customer commences use of the NetRex Services prior to the handover and signing of the handover report, the Products shall be deemed to have been duly handed over on the date the Customer commences use of the NetRex Services.

12. Price of products, payment terms

- 12.1 The prices for the Services are set out in the Price List, except as otherwise agreed between the Customer and NetRex.
- 12.2 NetRex will normally settle the invoice by issuing an advance invoice to the Customer prior to delivery of the Products. The advance invoice will normally be payable 10 days from the date of issue. NetRex will normally issue a tax invoice within 14 days of payment of the advance invoice by the Customer.
- 12.3 NetRex shall be entitled to invoice the price for all Products and for services related to the performance of the Contract on one advance invoice or tax invoice, as the case may be.
- 12.4 The Customer agrees that invoices may be sent to it in electronic form.
- 12.5 If there is an increase in the costs directly related to the provision of the NetRex Services (e.g. prices for the placement of technical means of the Services, licenses, distribution prices, etc.), NetRex shall have the right to increase the price of the NetRex Services accordingly..
- 12.6 If the Customer is in default of payment of the purchase price, NetRex shall be entitled to charge the Customer interest on the overdue amount at the rate of 0.1% of the amount due for each day of delay.
- 12.7 The Customer shall not be entitled to assign its rights and obligations under the contract, sub-contract or part thereof to a third party, nor to set off any of its claims arising out of or in connection with this contract against any claim of NetRex.

13. Warranty

- 13.1 If the Customer is a consumer, NetRex warrants the quality of the Equipment for a period of 24 months from the date of purchase of the Equipment. If the Customer is not a consumer, the warranty for the quality of the Equipment shall be 12 months and the NetRex Services are not automatically warranted unless otherwise agreed in writing by the parties.
- 13.2 If the manufacturer of the Equipment provides a warranty for the end user, NetRex shall also provide a warranty to the Customer to the corresponding extent.
- 13.3 The warranty shall never cover defects in the Equipment caused by normal wear and tear, improper use, circumstances excluding liability, malicious interference by third parties, etc.

14. Claims

- 14.1 Complaints shall be made in writing by sending an e-mail to helpdesk@netrex.cz or directly at NetRex's premises. The Customer is obliged to fully and properly describe the claim, otherwise the claim will not be taken into account.
- 14.2 In the event of a claim for Equipment, the Customer shall send or personally hand over a copy of the proof of purchase of the Equipment together with the claimed Equipment to NetRex's premises.
- 14.3 NetRex shall be entitled to compensation for service and organizational costs incurred in connection with handling and testing the Equipment in the amount of CZK 500,- excluding VAT per case if:
 - a. The Equipment is claimed without the data necessary to identify the Customer, defect, or fault;
 - b. the warranty on the Equipment has not been or has expired.
- 14.4 If the Equipment has a defect and the defect has not been and could not have been discovered by the Customer with the exercise of ordinary care on receipt of the Equipment and in the event of a legitimate warranty claim, the Customer shall be entitled to free repair of the Equipment. In the event that the Equipment is beyond repair, the Customer shall be entitled to a replacement Equipment.
- 14.5 NetRex shall commence work to rectify the fault in the NetRex Services within the next two Business Days following the time of the Complaint.
- 14.6 If the NetRex Services fault cannot be rectified by remote intervention with the assistance of the Customer's Contact Person, NetRex will organise a service intervention to repair the fault, which will be carried out on site as agreed with the Customer's Contact Person.
- 14.7 The Customer shall pay NetRex for the service intervention in accordance with the Price List in the event that:
 - a. the fault was not caused by NetRex, e.g. in the event of a fault on the Customer's equipment, Internet connection, power supply, etc.;
 - b. the fault was remotely remediable but was not or could not be remotely remedied for reasons on the Customer's side;
 - c. the Customer did not provide the necessary cooperation to remove the fault.

- 14.8 For the period of an outage of the NetRex Services caused by NetRex, if such outage exceeds 48 hours, the Customer shall be entitled to a pro-rata refund of the Licence price paid. If the amount so calculated is less than 100,- CZK, the amount shall not be refunded.
- 14.9 The place of claim shall be NetRex's place of business.

15. Protection of personal data of natural persons

- 15.1 Both NetRex and the Customer process personal data of natural persons in accordance with generally binding legislation of the Czech Republic, and with effect from 25.05.2018 also in accordance with Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016 on the protection of natural persons with regard to the processing of personal data and on the free movement of such data and repealing Directive 95/46/EC (General Data Protection Regulation).
- 15.2 NetRex processes personal data on the basis of a separately concluded contract for the processing of personal data with the Customer, or on the basis of a legitimate interest of NetRex, or on the basis of a legitimate interest of the Customer, or, where applicable, for reasons provided for by law.
- 15.3 NetRex collects and processes the following categories of personal data:
- identification data** of the Customer, including name, surname, title, birth number, address, business name, company number, VAT number, registered office, bank connection, period of the contractual relationship, etc.;
 - contact details** of the Customer including telephone numbers, email addresses, social networking contacts, etc.;
 - CCTV footage created in connection with the Contract and protecting the Customer's legitimate interests;
 - other data** obtained on the basis of the concluded contract on personal data processing or consent.
- 15.4 NetRex processes personal data, depending on the purpose, for the duration of any contractual relationship with the Customer and for the following 10 years after its termination. Video recordings created in connection with the Contract and protecting the Customer's legitimate interests are kept by NetRex in accordance with the Contract concluded with the Customer, but for no longer than 90 days.
- 15.5 The purpose of the processing of personal data in the category of personal and contact data is primarily to ensure the fulfilment of rights and obligations under the Contract. With the Customer's separate consent, NetRex processes personal data for marketing purposes beyond the scope of legitimate interest or for the purpose of offering other NetRex products and services.
- 15.6 The Customer also processes with NetRex recordings from surveillance systems, on which images of individuals and sounds (including the voice of individuals) associated with the image recording will be recognisable. The purpose of the Customer's processing of this personal data is to protect the property of the Controller and to protect the life and health of persons moving in the area monitored by the surveillance system.
- 15.7 The protection of personal data itself is ensured by permanent electronic and procedural controls. NetRex ensures this protection by technical and security mechanisms ensuring maximum

- protection of the processed data against unauthorised access. NetRex employees who, on the basis of internal assignments, come into contact with personal data are bound by contractual and legal obligations of confidentiality with regard to all categories of personal data processed.
- 15.8 NetRex only transfers personal data to state authorities or supervisory authorities, and only if this obligation is stipulated by law. With the Customer's separate consent, such data may also be passed on to third parties.
- 15.9 In connection with the protection of personal data by NetRex, the Customer and each data subject has the right to:
- a. access to personal data;
 - b. rectification of personal data;
 - c. erasure of personal data in the event that it is no longer necessary to process the personal data in connection with the Contract or on the basis of other contractual or legal obligations;
 - d. notification of rectification, erasure or restriction of processing;
 - e. portability of personal data;
 - f. to object to the processing of personal data where the processing is based on legitimate interest;
 - g. withdrawal of consent to the processing of personal data.
- 15.10 Information about the processing of personal data is available on the NetRex website at www.netrex.cz, and NetRex can be contacted at the address of the company's registered office and published contact details. The Customer and any data subject has the right to contact the Data Protection Authority in relation to the protection of their personal data.

16. Material breach of contract

- 16.1 NetRex shall be deemed to be in material breach of the Contract if NetRex fails to set up the required NetRex Service even within a reasonable time after payment of the Purchase Price.
- 16.2 The Customer shall be deemed to be in material breach of the Contract if the Customer:
- a. is in default in the payment of the price charged for the NetRex Services provided or any part of the such price for more than 10 days after the due date;
 - b. has intentionally provided NetRex with incorrect personal or identifying information;
 - c. repeatedly and despite warnings, uses the NetRex Services or Equipment provided in violation of the Agreement or applicable generally binding legislation;
 - d. caused the leakage of personal data processed by NetRex.

17. Termination of the contract and/or individual NetRex services

- 17.1 The individual NetRex Services at different locations may be terminated separately, in accordance with the agreed term of their provision.
- 17.2 In the case of the provision of NetRex Services for a fixed term, if a Party fails to notify the other Party by electronic communication no later than three months prior to the end of the agreed term

- of the Agreement or an individual NetRex Service that it is not interested in its continuation, such term shall be changed to an indefinite term on the last day of the agreed term.
- 17.3 The Contract or a NetRex Service provided for an indefinite period may be terminated by the Customer and NetRex, even without giving any reason. Termination must be given by means of electronic communication enabling the person giving the termination to be identified or delivered to the other party by registered letter. The period of notice shall be one month and shall commence on the first day of the month following the month in which the notice is delivered to the other party.
- 17.4 A Party may withdraw from the Contract in the event of a material breach of the Contract by the other Party.
- 17.5 NetRex may also withdraw from the Contract in the event of an increase in the Customer's installation costs and/or in the event of additional installation requirements by the Customer to an extent not anticipated by NetRex.

18. Protection of confidential information

- 18.1 NetRex and the Customer acknowledge that in the performance of the Contract they, or their employees or contractors, may, by the other party's knowing acts or omissions, gain access to the other party's Confidential Information. The Parties undertake to adequately inform such persons of the confidential information and the obligation to keep it confidential and to provide sufficient contractual and technical safeguards to ensure its confidentiality.
- 18.2 NetRex and the Customer agree to treat the Confidential Information as a trade secret, in particular to keep it confidential and to take all contractual and technical measures to prevent its misuse or disclosure. They may only disclose such confidential information to their employees or contractors to the extent strictly necessary for the proper performance of the Contract.
- 18.3 For each individual proven breach of the obligations set out in this Article, the breaching Party shall be liable to pay a contractual penalty of CZK 10,000 to the other Party. This shall not affect or limit the right of the injured party to compensation for damages or the amount of such damages.
- 18.4 Even after the termination of the validity and effectiveness of the service contract or after the termination of any cooperation, the parties shall continue to be obliged to keep all information provided confidential until such time as it becomes generally known.

19. Common and final provisions

- 19.1 NetRex shall be entitled to perform its obligations under the Agreement through third parties, but shall be as liable as if it were performing the obligations itself.
- 19.2 The Parties agree on a limitation of compensation for damages, whereby in the event of damage caused by NetRex to the Customer in connection with the provision of the Services, the Customer shall be compensated for damages up to CZK 100,000 within one order, but up to a maximum of CZK 1,000,000 within all performance under the Agreement. NetRex shall only be liable for damages provably caused by its activities.
- 19.3 All disputes arising out of the Contract or relating to its breach, cancellation, or invalidity shall be settled amicably by the Parties. If any dispute is not resolved amicably, such disputes shall be

settled by a general court under Czech law. The court having jurisdiction to resolve disputes arising out of the provision of the Services shall be the court of the place of NetRex's registered office.

- 19.4 If the relationship established by the contract between NetRex and the Customer contains an international (foreign) element, then the parties agree that the relationship shall be governed by Czech law.
- 19.5 If any provision of these GTC is or becomes invalid or ineffective, the invalid provision shall be replaced by a provision whose meaning is as close as possible to the invalid provision. The invalidity or ineffectiveness of one provision shall not affect the validity of the other provisions.
- 19.6 These GTC shall come into force and effect on 1 January 2022. The current version of the GTC is always available on NetRex's website at www.netrex.cz.