



SERVICE TERMS AND CONDITIONS NUTS (NEECO UNIVERSAL TRACKING SYSTEM)

Terms and conditions for providing the NUTS service by NEECO s.r.o., a company with registered office at Rečkova 1652/4, Žižkov (Prague 3), 130 00 Prague, business ID No.: 28902980, recorded in the Commercial Register administered by the Municipal Court in Prague, Section C, File 152142 (further only as “NEECO” or “Provider”)

1. BASIC PROVISIONS

- 1) The **NUTS** service (further only as the “Service”) is electronic monitoring and tracking designed for passenger cars, motorbikes, ships, containers, trailers, trailer trucks, railway cars, etc. The Service is provided by NEECO s.r.o., a company with registered office at Rečkova 1652/4, Žižkov (Prague 3), 130 00 Prague, business ID no.: 28902980, recorded in the Commercial Register administered by the Municipal Court in Prague, Section C, File 152142 (further only as “NEECO” or “Provider”)
- 2) The Service may be used by any NEECO customer requesting activation of the **NUTS** service.
- 3) These terms and conditions of the **NUTS** service together with a contract regulate the relationships during provision of the Service defined in such contract (further only as “Contract” concluded pursuant to Act No. 89/2012 Coll., Civil Code, and are binding for the contractual parties.

2. SERVICE DESCRIPTION

- 1) The **NUTS Portal** system refers to a set of technical and programming equipment that continuously collects information about the position of the monitored asset and other parameters relating to the monitored asset and transfers this information to a central server, where the available data is projected in maps provided to the Subscriber.
- 2) The **NUTS** unit (further only as “Unit”) must be purchased and installed on the relevant asset to allow collection of the required information. The Subscriber chooses the installation location for the Unit. The Unit can be relocated at any time even to a different asset. The Subscriber decides on the placement of the Unit without having to obtain the Provider’s consent.
 - a. The Provider recommends placing the Unit in a location not enclosed in metal structures from all sides.
 - b. The Subscriber is responsible for placing the Unit.
- 3) Access to online localisation of the monitored asset in the CR and/or the EU and/or worldwide (according to the service level selected) via the internet is subject of the **NUTS** monitoring service.
- 4) Definition of terms
 - a. The monitored asset means a vehicle or other mobile or static item that has been included in the POSITREX electronic monitoring system.
 - b. The Subscriber selects the respective asset to be monitored according to their needs and options.
- 5) The **NUTS** service can be used at 3 different levels, further referred to as plans, differing in the services provided and the monthly fee charged for the services.
 - a. The NUTS Lite plan is CZK 110 excl. VAT (CZK 133 with VAT) / month
 - b. The NUTS Premium plan is CZK 220 excl. VAT (CZK 266.2 with VAT) / month
 - c. The World plan is CZK 280 excl. VAT (CZK 338.8 with VAT) / month
- 6) Managed service model
 - a. See the Technical Specification at <https://nuts.neeco.com>
- 7) The plans include various functions. A comprehensive overview is provided below.
 - a. O – included in the plan
 - b. X – not included in the plan



Function / Plan		Lite	Premium	World
Mobile application for iOS and Android		o	o	o
NUTS portal		x	o	o
OSM maps		o	x	x
Google maps		x	o	o
Alarm setting		o	o	o
Geographical zone setting / number		o / Unlim.	o / Unlim.	o / Unlim.
Notifications for customers		o	o	o
Data import / export		x / PDF	o	o
Data export to pdf, xls, xml, png according to report type		x	o	o
Weekly history		x	x	x
30-day history		o	x	x
Unlimited history		x	o	o
Travel log		o	o	o
Driver input		o	o	o
Private / business travel		o	o	o
Purpose of travel		o	o	o
Fuelling input		o	o	o
Driving style – detailed overview		x	o	o
Servicing / maintenance		x	o	o
Detailed statistics (speed, temperature, comparison of drivers, etc.)		x	o	o
EU plan included in price		o	o	x
World plan included in price		x	x	o
HW transferability		o	o	o
Position check		x	o	o
Creation of user accounts and rights		x	o	o
Basic tracking interval in minutes		3	3	3
Unit setting by customer (tracking in motion, stationary)		x	o	o

- c. A combination of Lite plans with Premium and World plans cannot be used with a single set of login details.
d. Compatibility matrix for a single set of login details

Tarif		Lite	Premium	World
Lite		Yes	No	No
Premium		No	Yes	Yes
World		No	Yes	Yes

- e. Subscribers requiring a combination of Lite with Premium or World need to use 2 different sets of login details.

3. CONDITIONS FOR USING THE SERVICE

1) Subscriber's communication

- a. The Subscriber acknowledges and agrees with the obligation to communicate with the Provider via the contact persons specified by each party in the Contract. If the Provider is asked to provide the Service via other than the agreed telephone number, the Provider is entitled to



- request the password confirmation, if set by the Subscriber. The Provider is not obliged to provide the Service without the password confirmation. The password is also required for communication via the **NUTS** portal and potential change in the configuration of the Service.
- b. The Subscriber is obliged to keep the password confidential and protect it from disclosure and misuse, and to protect the telephone and e-mail contacts from misuse. The Subscriber is liable for any disclosure and misuse of the password and/or the telephone and e-mail contacts. When security is jeopardised or the password and/or telephone and e-mail contacts are lost, the Subscriber is obliged to contact the Provider without delay to change these details.
 - c. Any person that provides the correct agreed password in communication with the Provider is deemed to be a person authorised to change the configuration of the Service and agree changes to the Contract on behalf of the Subscriber.
- 2) The Provider is obliged to commence providing the Service in accordance with the Provider's commitment within 30 calendar days after concluding the Contract or after changing the Contract, unless the following provisions specify otherwise. If the **NUTS** service is agreed upon, the access details for the **NUTS** portal will also be provided to the Subscriber. If the tracking service is agreed upon, the Provider is obliged to commence the Service in accordance with the Provider's commitment within 30 calendar days of receiving the order form for the vehicle security and monitoring service, in which the Subscriber provides to the Provider the details necessary for providing the agreed Service.
 - 3) If the Subscriber is in default with the fee due payment by thirty (30) calendar days, the Provider is entitled to suspend the Service until the payment is received. The Subscriber is not in this case entitled to any reimbursement for the suspended Service.
 - 4) Concluding the Service
 - a. The Contract between the Provider and the Subscriber must be concluded in writing.
 - b. By concluding the Contract, the Subscriber confirms that they have familiarised themselves with these Service Terms and Conditions and the Technical Specifications and consent to these Service Terms and Conditions.
 - 5) Duration of the Contract
 - a. This Contract is concluded for an indefinite period of time, unless the Contract specifies otherwise. Both parties may terminate the Contract concluded for an indefinite period of time in writing with a two-month notice period, which begins to elapse on the first day of the calendar month following the calendar month in which the termination notice is delivered to the other contractual party.
 - b. The Parties may withdraw from the Contract unilaterally in the case of a serious violation of the Contract by the other Party. Serious violation of the Contract means mainly but not exclusively situations when the Subscriber fails to pay for the services within the maturity date, the Subscriber grossly violates an obligation imposed on the Subscriber by the Contract, or if insolvency proceedings are commenced against the Subscriber, the Subscriber's monitored assets are subject to bankruptcy or the Subscriber is subject to liquidation.
 - 6) Delivery of Documents
 - a. Any documents to be delivered in a hard copy (further only as "Documents") will be delivered to the address stated in the Contract or to a different delivery address notified to the other Party sufficiently in advance. A Document is deemed delivered once the other Party receives the relevant Document.
 - b. A Document is also deemed delivered once the addressee refuses to accept the delivered Document or 10 calendar days after the relevant consignment has been stored at the post office, even if the addressee is not present at the delivery address and is unaware of the Document being sent. If a consignment with a Document is returned as undeliverable (for example with a note that the addressee is not present at the address, does not occupy or does not have its premises at the delivery address, the addressee is unknown or has moved without providing the new address), the relevant Document is deemed delivered on the day the consignment is returned, regardless of whether the addressee was or could have been aware of the consignment.
 - 7) Changes to the Contract
 - a. The Subscriber may change the concluded Contract, including a Contract entered into in writing, by phone, in person or by e-mail with the Provider's employees, who enter the requested changes to the **NUTS** portal. Changes to the Contract are effective upon receipt of a written or electronic confirmation of the change to the Contract. All previous Contracts with lower serial numbers cease to be valid.

4. SERVICE ACTIVATION

- 1) If Subscriber does not agree with the terms and conditions of the Service or with processing of the data required for providing the Service, Subscriber shall not activate or use the Service. By activating the Service, the Subscriber confirms that the Subscriber has familiarised themselves with the documents listed above in detail and accept the Terms and Conditions under which the Service is provided.
- 2) The Provider is obliged to make the Service to be provided in accordance with the Provider's commitment available within 30 calendar days after concluding the Contract or after changing the Contract, unless the following provisions specify otherwise. If the **NUTS** service is agreed upon, the access details for the **NUTS** portal will also be provided by Provider to the Subscriber. The Service will be available as soon as the Subscriber logs in the **NUTS** portal at the address <https://nuts.neeco.com>. The Subscriber can log in the portal once they have their Unit allowing them to use the unique HW key for logging in the service. The HW key is provided together with the purchased Unit
- 3) After logging in the **NUTS** portal, the Subscriber selects the plan they have chosen and subscribed to in their Contract.
- 4) Once all necessary details are filled in, the Subscriber may start using the Service.
- 5) The Subscriber can also deactivate the Service at any time if the Service is commitment free. The Service will be terminated at the end of the month in which the request for terminating the Service was delivered. When a Service with commitment is deactivated or when a Service is purchased as a managed service, the Service will be terminated as follows – if the Contract is concluded for 24 months and the Service is terminated in the 17th month of its use, the Subscriber will be obliged to pay NEECO the 7 (seven) remaining payments. Once all liabilities and amounts due are paid, the Service will be terminated.
- 6) NEECO provides an option of suspending the Service temporarily – the so-called disconnection for a holiday. The Subscriber will be able to access all data until the day of interrupting the Service. The **NUTS** portal will remain available to the Subscriber according to the plan paid by the Subscriber, but no further data will be collected until the Service interruption is deactivated.
 - a. Conditions for temporary suspension of the Service
 - i. The Subscriber has paid all of their liabilities to NEECO.
 - ii. The Service may be interrupted for up to 4 months during 12 consecutive months.
 - iii. Service interruption may be activated for CZK 50, excl. VAT per month and Unit.
 - iv. Service interruption may be activated if the Subscriber states the password to and the serial numbers of their **NUTS** Units.
- 7) Service use may be changed under the plans specified in paragraph 3.
 - a. The plan may be changed no more than once a month.
 - b. The plan will be changed within 7 business days of receiving the request.

- c. When the Service changes, the monthly amount is calculated as a sum of the amounts for the use of the original plan for x days + the number of days of the new plan.

5. PAYMENT

- 1) The price of the Service is determined by agreement and is subject to the current Technical Service Specification. The price of the Service comprises of the monthly flat fee (further only as the “monthly fee”) and the individual prices for the services used. The current Technical Service Specification is available at <https://nuts.neeco.com>. The prices are agreed exclusive of VAT and the VAT will be added to the service price at the rate determined in accordance with the valid legal regulations. prices are valid as per the signed Technical Service Specification.
- 2) The service price is payable according to an invoice – a tax invoice. Invoices are issued for the volume of the services used in the relevant accounting period. The Provider will charge the price of any services arranged or used separately (such as one-off text messages) to the Subscriber on monthly basis if the Provider is entitled to fees for these services and the sum of these fees exceeds CZK 200. If the monthly fee does not exceed CZK 200 the Subscriber will be invoiced quarterly. The amount due will be invoiced to the Subscriber in the calendar month following the month in which the amount due originated.
- 3) The Provider will issue an invoice – a tax invoice to the Subscriber within 14 calendar days of concluding the Contract. If the Provider invoices for the Service on a monthly basis, the invoice – tax invoice will be issued to the Subscriber in the month immediately following the month in which the Service is concluded.
- 4) Unless the Parties agree otherwise, the Provider will issue invoices – tax invoices with 14 calendar days payment maturity. The Subscriber undertakes to pay the invoiced amounts by the relevant due dates. The day on which the relevant amount is credited to the Provider’s account is deemed the date of payment. If the Subscriber requests sending invoices – tax invoices in a hard copy, the Subscriber undertakes to pay to the Provider a fee of CZK 80, excl. VAT for each invoice sent in a hard copy.
- 5) If the Subscriber is in default with due and timely payment of an invoice, the Provider will be entitled to a statutory default interest and may request compensation for any costs associated with claiming the overdue amounts.
- 6) If the Subscriber is in default with the fee due payment by fourteen (14) calendar days, the Provider is entitled to suspend the Service until the payment is received. The Subscriber is not in this case entitled to any reimbursement for the suspended services.

6. SIM CARD

- 1) The Subscriber receives a SIM card as part of the Service based on a concluded Contract. This SIM card inserted in the communication Unit is the property of the Provider. The Subscriber is not entitled to handle the SIM card in any way throughout the duration of the Contract. The Subscriber is obliged to remove the SIM card and return the undamaged SIM card to the Provider no later than on the day of termination of the Contract and the SIM card is deemed returned on the day it is sent to the Provider by mail on the latest possible return date.
- 2) The Provider will be entitled to a lump sum of compensation for damage (a contractual fine) of CZK 450 payable by the Subscriber in the case of any unauthorised handling of the SIM card and/or a failure to return the SIM card to the Provider. Payment of the contractual fine is without prejudice to the obligation to compensate the Provider for any damage incurred in relation to unauthorised handling of the SIM card to the extent above and beyond the paid contractual fine.
- 3) The provisions of this article of the Service Terms and Conditions will not apply if the Services are provided by the Provider using the Subscriber’s own SIM card.

7. INSPECTION OF COMMUNICATION UNITS

- 1) The Subscriber is responsible for protecting the communication Unit from any external impacts, including any tampering with the communication Unit, and for the condition of the communication Unit’s power supply. If any non-compliance is detected or suspected, the Subscriber is obliged to contact the Provider’s control room and when requested to do so by the control room, deliver the vehicle at its own cost and responsibility to the premises where the communication Unit was installed in the vehicle for an inspection or elimination of non-compliance. The Subscriber is also obliged to deliver the vehicle at its own cost and responsibility for eliminating non-compliance if the Provider detects such non-compliance.

8. PROVIDER’S RESPONSIBILITY

- 1) The Subscriber acknowledges that the Services provided by the Provider under the Contract increase the security of the monitored assets in the case of any unauthorised interventions, help prevent criminal activity or when criminal activity occurs, help detect such activity and alleviate its consequences. Therefore, the Provider cannot and will not bear any liability for any damage caused to the Subscriber or to third parties by an unauthorised intervention in their rights by perpetrators of criminal acts or by third parties acting illegitimately against the rights of the Subscriber or third parties.
- 2) In particular, the Provider will not be liable for any damage caused to the Subscriber or to third parties due to a failure to track the vehicle. The Subscriber is obliged to inform the Provider immediately about any changes to the Subscriber’s identification, invoicing or contact details that may affect further provision of the Services under the Contract.

9. SECURITY OF INFORMATION AND PERSONAL DATA PROTECTION

- 1) NEECO complies with all security regulations stipulated by the laws and legal regulations valid in the Czech Republic and in the European Union. The Provider adopts and applies all safety measures according to the current and latest knowledge in security to guarantee confidentiality of personal data and to eliminate any risks arising from unauthorised access, deletion, loss or damage to personal data/information.
- 2) If any information is processed under the Service, this information is stored and kept in secured systems accessible exclusively to the authorised staff. These systems are under constant supervision to ensure confidentiality, integrity and security of the information, including protection against external unauthorised access. Provider provides adequate technical and organisational security measures as part of the Service.
- 3) The Service processes the details provided in the Contract for the purposes of service provision. This data is processed throughout the duration of the Service and for the purposes of providing this service, accounting or claiming rights.

- 4) The Subscriber declares that they are aware that the Provider continuously confirms and records the location of the vehicle while performing under the Contract. The Subscriber agrees with the above activity without any reservations or objections, and by concluding the Contract the Subscriber confirms that they do not deem the above activity to be infringement of the Subscriber's personal or other rights. The Subscriber is obliged to inform any third parties receiving the vehicle for use about the above activity and obtain consent from third parties to the above activity, if this is required by legal regulations. While conducting its activities, the Provider abides by the Directive on Personal Data Protection EU 2016/679 effective 25th May 2018 (GDPR) and undertakes to deem any personal data provided by the Subscriber confidential, use this data exclusively for performance under the Contract, refrain from publishing this data or disclosing this data to third parties, except for those cases where the provision of this data is necessary for achieving the purpose of this Contract. By concluding the Contract, the Subscriber grants the Provider its consent with processing the Subscriber's personal data in the Provider's databases. The Subscriber is entitled to access their personal data and request correction or supplementation of this data, and once the Contract is no longer effective, the Subscriber may request deletion of this data from the Provider's systems to the extent allowed by the valid legislation.
- 5) The Subscriber declares that the Subscriber is aware that the Provider continuously confirms the location of the monitored assets pursuant to Article 1 – Basic provisions and records this location as part of performance under the Contract. The Subscriber agrees with this activity without objections or reservations and by concluding the Contract, the Subscriber confirms that they do not deem this to be infringement of the Subscriber's personal or other rights. The Subscriber is obliged to inform about this activity any third parties receiving the vehicle for use, and shall obtain a consent from these third parties, if this is required by any legal regulations.
- 6) The Subscriber agrees with the Provider processing and storing the Subscriber's personal data provided or to be provided for the purposes of performance under this Contract to the extent required for the purpose of the Contract. By signing the Contract, the Subscriber confirms that they have been informed pursuant to Art. 6 and 7 of the General Data Protection Regulation EU 2016/679 effective 25th May 2018, that they have provided their personal data voluntarily and that they are entitled to withdraw their consent at any time.

10. COMPLAINTS REGARDING SERVICE

- 1) NEECO provides a quality warranty for the Unit valid for 24 months after delivery of the Unit. Battery capacity warranty: Battery type of Units are subject to warranty of 6 months on the battery capacity after delivery of the Unit provided by NEECO. Every Unit is delivered with a clearly marked serial number (SN). When submitting quality complaints regarding the services, the Subscriber is always obliged to state the serial number of the Unit subject to a warranty claim.
- 2) When detecting non-compliance in a communication Unit during the warranty period, the Subscriber is obliged to send the relevant communication Unit to the Provider for assessment along with documents proving purchase of the Unit and a written specification of the detected fault (complaint). If the Provider is responsible for the relevant fault, the Provider will eliminate the fault by repairing the Unit or by replacing the faulty Unit with a new Unit, as the Provider deems appropriate.
- 3) If the Provider is not responsible for the fault, the Provider settles the relevant warranty claim by rejecting it. If the Subscriber still wishes to have the communication Unit repaired, the Provider will repair the Unit for a price determined according to calculation provided to the Subscriber prior to commencing the relevant repair.
- 4) The contractual Parties have agreed that if the Provider is responsible for the fault, the Subscriber is entitled to request compensation for reasonable costs incurred by transporting the faulty Unit to the Provider and a flat fee of CZK 50 as compensation for damage that has been or may be incurred by the Subscriber in relation to the faulty Unit. The Provider undertakes to settle all Subscriber's warranty claims within 30 days of receiving the warranty claim and warranty claims are deemed settled once repair or replaced Unit or a decision on rejecting a warranty claim is delivered to the Subscriber. The Subscriber may communicate with Provider using the details provided at <https://www.neeco.com/nuts>
- 5) Units will not be repaired free of charge under a warranty claim if:
 - a. A proof of purchase of the Unit is not provided or the serial number of the Unit is not stated;
 - b. The instructions for use and maintenance of the Units specified in the user manual are not observed;
 - c. Damage to and faults of Units are due to the following reasons:
 - i. Unqualified and inappropriate installation of Units and unsuitable power supply used for charging the Units. Use charging adapters capable of charging at least 1.5 A.
 - ii. Any repairs or modifications to Units or changes and settings carried out without the manufacturer's prior approval.
 - iii. Faults resulting from natural disasters and any use contrary to the operating conditions specified for the Units.
 - iv. Damage obviously relating to (or bearing typical features of) incorrect voltage, short circuit or instability of the power supply network, as well as any faults associated with incorrect connection.
 - v. Units after prior repair carried out by an unauthorised servicing agent.
 - d. Damage or faults concern aesthetic components that do not affect functionality of the Unit
 - i. Faults caused by damage during transport or removal (scratches on the upper or lower part of the Unit not affecting the Unit's functionality)
 - ii. Faults of non-functional aesthetic components, such as USB covers or magnet surfaces.
 - iii. Changes in colour of the plastic components (this is a common physical and chemical phenomenon after certain time of use)
 - iv. Faults of consumables with a lifespan determined by the character of the relevant part (Unit cover used in places with increased exposure to chemical substances).
 - v. Faults of accessories (Unit holder, charging adapter with USB cable) caused by inappropriate handling or unreasonable stress
 - vi. Cost of any connection
 - e. Other situations occur:
 - i. An unauthorised person tampers with the Unit.
 - ii. Costs are incurred in connection with advisory services and servicing assistance provided to explain the correct use of the Units.
 - iii. Faults are claimed but not demonstrated during a technician's visit (cost of travel and testing).

11. OTHER PROVISIONS

- 1) NEECO reserves the right to limit, terminate or change the terms and conditions of this Service at any time without stating any reasons with effect as of the day of publishing the relevant notice at <https://www.neeco.com/nuts>, unless a later date is expressly provided.
- 2) The contractual relationships between the Provider and the Subscriber are governed by the provisions of Act No. 89/2012 Coll., Civil Code.
- 3) These terms and conditions take effect as of **15/02/2019**.