

**GENERAL TERMS AND CONDITIONS OF THE PEALOCK MOBILE APP****1. INTRODUCTORY PROVISIONS**

- (a) Pealock holding, s.r.o., is a company with its registered office at Nové sady 988/2, Brno, Postal Code 602 00, identification number 078 37 208, registered in the Commercial Register kept at the Regional Court in Brno, under file number C 110396 (**Pealock**), which operates the Pealock mobile application (**the Pealock Application**) used to access the functionalities of the Pealock smart electronic lock (the Lock) and to arrange services that can be used together with the Pealock Lock.
- (b) Client means anyone who installs the Pealock Application on their mobile device and pairs the Pealock Lock with the Pealock Application in accordance with these Terms and Conditions and anyone who orders any of the Additional Services (as defined in paragraph (c) below) (**Client**).
- (c) These Terms and Conditions shall apply to Agreements between Pealock and the Client for the provision of Basic Services that enable the Client to use the full functionality of the Pealock Lock for the duration of the Trial Period (as defined in Section 2.3(c) of these Terms and Conditions) (**the Basic Services**), as well as agreements for the provision of Additional Services that the Parties may negotiate beyond the Basic Services through an order placed by the Client in the Pealock Application (**the Additional Services**).
- (d) Pealock and the Client are collectively referred to as the Parties and each individually as a Party.
- (e) Pealock's provision of the Basic Services and Additional Services to the Client is governed by (i) the service agreement entered into between the Parties (**the Agreement**), and (ii) these Terms and Conditions. In the event of any conflict, the Agreement shall prevail over these Terms and Conditions. The Client's Terms and Conditions shall not apply to the Agreement unless the Parties agree otherwise in writing.
- (f) Unless the context otherwise requires, any reference in these Terms and Conditions to an Article is a reference to an Article of these Terms and Conditions.

## 2. PROVISION OF BASIC SERVICES

### 2.1 Characteristics of the Services

- (a) The Pealock Lock is a smart electronic lock designed to protect sporting and other equipment which, in the event of theft, triggers an alarm and calls a pre-specified telephone number (**the Alarm Function**) and which also enables the location of the object on which the Pealock Lock is attached to be recorded and displayed to the Client on the Pealock Application even when the mobile device is out of Bluetooth range (**the GPS Tracking and Communication Function with the Pealock Lock** or just **the GPS Function**).

### 2.2 Arranging Basic Services

- (a) Basic Services are provided on the basis of each purchase of an original Pealock Lock package and the Client is entitled to use them after completing all of the following steps:
- (i) installation of the Pealock Application on the Client's mobile device (phone or tablet);
  - (ii) pairing the Pealock Lock with the Pealock Application;
  - (iii) setting up the Client's personal profile in the Pealock Application free of charge;
  - (iv) activation of the prepaid SIM card included in the original Pealock Lock packaging;
  - (v) the Client's acknowledgement that it has read and agrees to these Terms and Conditions.
- (b) The performance of the steps set out in paragraph (a) (i) - (v) above and the provision of the Basic Services during the Trial Period (as defined in Section 2.3(c) of these Terms and Conditions) is free of charge.

### 2.3 Activating Functions Supported by Pealock

- (a) The Pealock is supplied with built-in software that enables the use of the GPS Function (**the Software**), as well as a prepaid SIM card that enables an automatic call to a selected telephone number in the event of an alarm and the display of the Pealock's location in the Pealock Application.
- (b) The SIM card must be activated before the Pealock Lock can be put into operation. Activation of the SIM card will occur automatically the first time data is transferred from the Pealock Lock to the Pealock Application, with data transfer enabled via the data services on the SIM card (**the Data Services**).
- (c) Data Services are provided free of charge with the SIM Card supplied as part of the Basic Services for a period of 1 month from the activation of the SIM Card (**the Trial Period**). After the expiry of the Trial Period, the Customer may decide whether or not to continue to use the GPS Function as part of the Additional Services arrangement.



- (d) In order to activate the Pealock features, it is necessary to pair the Pealock Application with the Pealock Lock so that the Pealock Lock can communicate with the Client's personal profile in the Pealock Application, in particular so that the Client can view any notifications from the Pealock Lock in his/her personal profile.
- (e) The Client is prompted to pair the Pealock Application and the Pealock Lock immediately after launching the Pealock Application by following the instructions provided directly in the Pealock Application.
- (f) One mobile device can be paired with multiple Pealock Locks using the "+" button in the Pealock Application settings.
- (g) In order to use the Alarm Function, you must have a credit of at least 200 CZK on your SIM card. The SIM card included in the original package has a pre-paid credit of 200 CZK, which can be further increased in the Pealock Application as part of the purchase of Additional Services.
- (h) For the smooth functioning of the Pealock Lock, it is essential to have the current version of the Pealock Application downloaded at all times.

### **3. PROVISION OF ADDITIONAL SERVICES**

#### **3.1 General Information**

- (a) The Pealock Application contains up-to-date information on Additional Services that the Client can use, for example, to use the Alarm Function after the SIM Card credit has been exhausted, to extend the period of use of the GPS Function after the Trial Period
- (b) Pealock shall be entitled to supplement or modify the scope of the Additional Services provided. The current list of Additional Services, the terms and conditions for their arrangement and use are set out in the Pealock Application.
- (c) These Terms and Conditions do not limit Pealock's ability to allow Clients to use Additional Services on individually agreed terms.

#### **3.2 Use of the GPS Tracking Function and Communication with Pealock After the Trial Period**

- (a) The GPS Tracking and Communication Function with Pealock Lock enables the current location of Pealock Lock to be determined and further visualised in the Client's personal profile in the Pealock Application, and also ensures communication between Pealock Lock and the Pealock Application outside the Bluetooth range.
- (b) Determination of the location of the Pealock Lock is only possible at the moment when:
  - (i) the activation of the Pealock Lock, i.e. when the Pealock Lock is switched on; or
  - (ii) the triggering of an alarm, regardless of what causes the alarm to be triggered.

- (c) During the triggering of the GPS Function, data regarding the current location of the Pealock Lock is shared with the Client's registered personal profile in the Pealock Application, whereby when the Pealock Lock is activated, it is a one-time data transfer and when the alarm is triggered, data regarding the location of the Pealock Lock is transferred repeatedly every 3 seconds.
- (d) For the avoidance of doubt, Pealock expressly states that it is not the direct provider of the Data Services and only allows the Client to use them as part of the provision of the Basic Services and, after the Trial Period, as part of the Additional Services. The provision of Data Services is governed by the contractual terms and conditions of the electronic communications service provider as defined in Act No. 127/2005 Coll., the Act on the Provision of Electronic Communications Services, as amended. The contractual terms and conditions of the Data Service Provider are available at [[https://www.vodafone.cz/\\_sys\\_/FileStorage/download/2/1419/vseobecne\\_podminky\\_eng.pdf](https://www.vodafone.cz/_sys_/FileStorage/download/2/1419/vseobecne_podminky_eng.pdf)].

#### 4. INTELLECTUAL PROPERTY

##### 4.1 Pealock's Rights to the Pealock Application

- (a) Pealock is the exclusive and unrestricted executor of all economic rights and, to the fullest extent permitted by law, moral rights in the Pealock Application as a work of authorship within the meaning of Act No. 121/2000 Coll., on Copyright, on Rights Related to Copyright and on Amendments to Certain Acts, as amended (the **Copyright Act**).

##### 4.2 Licence to the Pealock Application

- (a) In order to use the Pealock Application, Pealock grants the Client a royalty-free licence, which the Client accepts by accepting these Terms and Conditions (the **Licence**).
- (b) The Licence is granted as:
  - (i) a limited in time, for the period of use of the Pealock Application together with the paired Pealock Lock;
  - (ii) non-exclusive;
  - (iii) worldwide;
  - (iv) for the exclusive use of each Client directly related to the use of the Pealock Lock.
- (c) The Client is entitled to have the Pealock Application installed on multiple mobile devices under the Licence, but the Pealock Application may only work with one mobile device at a time. In the settings of the Pealock Application, it is possible to specify which phone number Pealock will call in the event of an alarm.

#### 4.3 Data Usage

- (a) Client agrees that Pealock shall be entitled to use the data regarding the location of the object detected by the Pealock Lock for the duration of the use of the Pealock Lock, and furthermore to use any anonymised data, including anonymised data regarding the location of the Pealock Lock, for its internal and business needs, to share it with third parties and to process it at its discretion, including the possibility to incorporate such data into a database, even at any time after the use of the Pealock Lock has ended.
- (b) In any event, Pealock shall be deemed to be the maker of the database acquired pursuant to paragraph (a) above and shall be entitled to all economic rights in such database in accordance with the Copyright Act.
- (c) Details regarding the processing of the Client's personal data in connection with the use of Pealock Lock are set out in Article 6 of these Terms and Conditions.
- (d) Pealock does not grant the Client any right under the Agreement or as a result of the use of the Pealock Lock to the database acquired in terms of paragraph (a) above.
- (e) The data contained and systematically included in the database shall have the nature of exclusive intellectual property belonging exclusively to Pealock and shall constitute its trade secrets within the meaning of Section 504 of Act No. 89/2012 Coll., as amended (the **Civil Code**).

#### 5. RESPONSIBILITY

##### 5.1 Liability for Defects in the Pealock Application

- (a) The Pealock Application is provided free of charge without guarantee of availability or functionality and Pealock is therefore not responsible for its faultlessness.

##### 5.2 Liability for the Provision of Data Services

Data Services are provided as part of the technical solution of Pealock Lock and liability for their operation is addressed under Pealock's liability for defects in Pealock Lock.

##### 5.3 Pealock's Liability for Damages in Connection with the Use of the Pealock Application

- (a) Pealock does not control and cannot control the performance of any of the steps set out in Section 2.2(a) of these Terms and Conditions, and thus is not liable for any malfunction or failure of the Pealock Lock or any of its features as a result of any improper procedure in the commissioning or activation of the Pealock Lock.
- (b) Except for injury caused by intent, gross negligence or injury to natural rights, Pealock's liability for injury arising out of the accuracy, completeness or truthfulness of information shared between Pealock Lock and the Pealock Application is excluded. To the same extent, Pealock's liability for any harm in connection with the operation of Pealock Lock is excluded.

- (c) If, for any reason, Pealock is liable to the Client for damages or if the Client incurs a recourse claim as a result of Pealock's liability for damages to a third party in connection with the use of the Pealock Lock, the Pealock Application or the use of the Additional Services despite the foregoing limitation of liability in this Section 5.4, Pealock's liability shall be limited to an aggregate maximum amount equal to the fees paid by Client for the services provided.

## 6. DATA PROTECTION

- (a) The Client acknowledges that Pealock processes personal data for the purpose of providing the Basic Services and Additional Services in accordance with the legal provisions relating to the processing and protection of personal data, in particular, but not exclusively, 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 (the General Data Protection Regulation) (the GDPR), Act No. 110/2019 Coll, on the processing of personal data, as amended, and any judicial or administrative interpretation of legislation relating to the processing and protection of personal data, any guidelines, codes of conduct or approved certification mechanisms issued by the Data Protection Authority. Details regarding Pealock's processing of Client Personal Data are set out at <https://pealock.com/cs/gdpr/>.

## 7. TERMINATION OF AGREEMENT

- (a) Unless otherwise expressly provided in the Agreement between the Client and Pealock or in these Terms and Conditions, neither party shall be entitled to unilateral termination of the Agreement unless such termination would be contrary to mandatory provisions of law.
- (b) The Client may terminate the Agreement by written notice delivered to Pealock, if Pealock unilaterally amends, supplements or otherwise modifies the Terms and Conditions in accordance with Section 8(b) of these Terms and Conditions. The notice must be delivered no later than the effective date of the new version of the Terms and Conditions, in which case it shall become effective on the effective date of the new version of the Terms and Conditions.

## 8. FINAL PROVISIONS

- (a) The Agreement including these Terms and Conditions is sent to the Client's e-mail address after approval.
- (b) Pealock is entitled to unilaterally amend or supplement these Terms and Conditions. Upon the new version of the Terms and Conditions becoming effective, the original Terms and Conditions shall cease to be valid. Pealock may decide that the new Terms and Conditions do not apply to the Agreements already concluded with Clients or that they apply only to some of them. Pealock shall notify the affected Clients of changes to the Terms and Conditions at least 1 month in advance to their email address indicated in their personal profile in the Pealock Application. If the affected Clients continue to use the Pealock Application after the effective date of the new version of the Terms and Conditions, they shall be deemed to have accepted the new version of the Terms and Conditions. This is without prejudice to the Clients' right to terminate the Agreements pursuant to Clause 7(b) of these Terms and Conditions.

- (c) In the event that any provision of these Terms and Conditions is or becomes invalid or ineffective, the remaining provisions of these Terms and Conditions and the Agreement shall remain valid and effective. The parties to the Agreement shall replace the invalid or ineffective provision with another provision which is valid and effective and which best corresponds in content and intent to the content and intent of the original provision.
- (d) Both the Client and Pealock hereby assume the risk of change of circumstances within the meaning of Section 1765(2) of the Civil Code.
- (e) Except as otherwise provided in the Agreement, the Client is not entitled to assign its claim to a third party without the prior written consent of Pealock or to set off any of its claims on Pealock (whether or not due) against any of its claims on Pealock (whether or not due) without the prior written consent of Pealock.
- (f) For the purposes of the Agreement and these Terms and Conditions, an exchange of email messages shall be deemed to be in writing, whereby the Client's contact email is the email set out in the Personal Profile and Pealock's contact email is info@pealock.com.
- (g) Unless otherwise expressly stated, each Party shall bear all costs and expenses incurred by it in connection with the conclusion and performance of the Agreement.
- (h) The Agreement, including these Terms and Conditions, and all rights of the Client and Pealock arising out of or in connection with it or its termination shall be governed by the laws of the Czech Republic.
- (i) Jurisdiction to settle any dispute arising out of, in connection with or in connection with the Agreement or its termination shall lie with the courts of the Czech Republic having subject matter and territorial jurisdiction.