

Changes in the contractual documentation of JABLOTRON Cloud

Overview of the most important changes to the basic contractual documentation of Cloud JABLOTRON

- A) Changes to the General Terms and Conditions for the Use of Cloud JABLOTRON,
- B) Changes to the Special Terms and Conditions for the Use of the MyCOMPANY Module,
- C) Changes to the Special Terms and Conditions for the Use of the JA PARTNER Module.

Ad (A) General Terms and Conditions for the Use of Cloud JABLOTRON

1. The primary change is a change in the person of the Cloud JABLOTRON Provider, which is JABLOTRON Cloud Services as of January 2022.
2. The General Terms and Conditions for the Use of Cloud JABLOTRON are clearly the basic document, to which all other documents are linked, including the Special Terms and Conditions for the Use of the MyCOMPANY Module and Special Terms and Conditions for the Use of the JA PARTNER Module. These actually constitute an “extension” for some Users using those modules but the contractual relationship between the Provider and the User is always made up of a package of terms and conditions – general ones and special ones for the use of the modules, if the User uses any, and the terms and conditions of the respective Services the User uses.
3. The change to the Cloud JABLOTRON Provider is also related to certain changes in the provisions governing the handling of Personal Data or Commercial Communications. We have modified the ability to display Commercial Communications in the mobile app.
4. In order to eliminate possible confusion arising from various situations where the Cloud JABLOTRON User is located in a country other than the Czech Republic or uses Devices connected to Cloud JABLOTRON in another country, and thus more than one legal order may apply, we have modified the definitions and some related provisions of the terms defining which laws apply at a given time. In any case, our goal remains that the relationship between us and the User is primarily governed by Czech law (even in the case of a foreign User), but please note in particular that if the User operates any of their Devices in another country, the User must also comply with the laws of that country. In connection with this, we have also modified the provisions on damages to make it clearer that they are governed by Czech law.

Ad (B) Special Terms and Conditions for the Use of the MyCOMPANY Module

1. The most significant change is the abandonment of the concept of MyCOMPANY as a service and its replacement with the concept of MyCOMPANY as a module extending the functionality of the basic MYJABLOTRON service, which is more in line with the logic of cloud services and the nature of the basic MYJABLOTRON service.
2. The change in the concept of MyCOMPANY required a modification of the terminology used, as well as the content of the vast majority of definitions, including terms such as “Mechanic” or “Subordinate User Profile”, which now better reflect the activities and permissions of the respective groups of Cloud JABLOTRON Users.
3. Furthermore, we have modified the provisions and wording in the section on the obligations of the MyCOMPANY Module Users.
4. We have also modified the provisions relating to subordinate user profiles.
5. After recent experience when we had to repeatedly deal with situations where the interests of End Users of cloud services were or could have been negatively affected by the failure to perform obligations by Installation Partners or even Important Partners in the area of JABLOTRON Cloud support, we are now introducing the Rules for the Extraordinary Administration of the User Tribe, which allow us in exceptional cases (such as e.g. situations where an Installation Partner ceases to exist without a legal successor or its legal successor is unclear, as well as situations where an Installation Partner exists but fails to fulfil its obligations related to the functioning of Cloud JABLOTRON towards other Users, such as End Users) to take over the agenda of that Partner failing to fulfil its obligations and to perform for a temporary period that Partner’s activities resulting from the terms and conditions for the use of the Module. Extraordinary Administration may also include communication with the affected Users directly by the Provider.
6. We regulate the questions of compensation for damage caused to both parties directly in Terms and Conditions for the Use of the MyCOMPANY Module. We have lowered the limit on the amount of damages we are willing to bear as a reasonable risk in providing cloud services.
7. We have specified the content, creation, duration and the options of terminations of the contractual relationship established by the Terms and Conditions for the Use of the MyCOMPANY Module, as well as the procedure for accepting the Successor Terms and Conditions. These provisions are largely modelled on those in the General Terms and Conditions for the Use of Cloud JABLOTRON.

Ad (C) Special Terms and Conditions for the Use of the JA PARTNER Module

1. As in the case of MyCOMPANY, the most significant change is the abandonment of the concept of JA PARTNER as a service and its replacement with the concept of JA PARTNER as a module extending the functionality of the basic MYJABLOTRON service, which is more in line with the logic of cloud services and the nature of the basic MYJABLOTRON service.
2. The change in the concept of JA PARTNER required a modification of the terminology used, as well as the content of the vast majority of definitions, including terms such as “Installation Partner”, which now better reflect the activities of the respective groups of Cloud JABLOTRON Users.
3. Similarly to MyCOMPANY, we have redefined the obligations of the JA PARTNER Module Users.
4. Similar to MyCOMPANY, we have modified the provisions regarding subordinate user profiles.
5. General SLA conditions are now set for JA PARTNER Module Users providing ARC services; at the basic level, they are currently based on the usual “best efforts” principle.
6. Also for JA PARTNER, we are now introducing the we are now introducing the Rules for the Extraordinary Administration of the User Tribe, which allow us in exceptional cases (such as e.g. situations where a Partner ceases to exist without a legal successor or its legal successor is unclear, as well as situations where a Partner exists but fails to fulfil its obligations related to the functioning of Cloud JABLOTRON towards other Users, for example Installation Partners related to that Partner) to take over the agenda of that Partner failing to fulfil its obligations and to perform for a temporary period that Partner’s activities resulting from the terms and conditions for the use of the Module. Extraordinary Administration may also include communication with the affected Users directly by the Provider.
7. We regulate the questions of compensation for damage caused to both parties directly in Terms and Conditions for the Use of the JA PARTNER Module. We have lowered the limit on the amount of damages we are willing to bear as a reasonable risk in providing cloud services.
8. In the case of JA PARTNER, we have specified the content, creation, duration and the options of termination of the contractual relationship established by the Terms and Conditions for the Use of the Module, as well as the procedure for accepting the Successor Terms and Conditions. These provisions are largely modelled on those in the General Terms and Conditions for the Use of Cloud JABLOTRON.