

Opći uvjeti za korištenje usluge CVS Mobile

General Terms and Conditions for Using the CVS Mobile Service

Privredno društvo W.A.G payment solutions BA d.o.o., 203. Brigade 34, Matuzići, Doboj Jug, Bosna i Hercegovina, (u nastavku i ponuđač sistema CVS Mobile ili ponuđač), dana 02. 02. 2026. donelo je sledeće

Opšte uslove za korišćenje usluge cvs mobile

OPŠTE ODREDBE

1. član

Ovi opšti uslovi uređuju pružanje usluga CVS Mobile pretplatnicima.

DEFINISANJE POJMOVA

2. član

Sistem CVS Mobile je sistem za praćenje, komunikaciju i upravljanje voznim parkom. Sistem se sastoji od programske i mašinske opreme.

Usluga CVS Mobile je usluga koju pruža ponuđač i koja omogućava pretplatniku efikasno i centralizovano upravljanje svojim voznim parkom i komunikaciju sa vozilima pomoću mobilne mreže koju nudi ponuđač.

Pretplatnik je korisnik usluge CVS Mobile, koji ima sklopljen pretplatnički ugovor za korišćenje usluge CVS Mobile za barem jednu instalaciju GPS/GSM modema.

Mobilna mreža je bežična telekomunikaciona mreža koja omogućava prenos podataka i govorne veze između korisnika radio terminalne opreme unutar odgovarajuće mobilne mreže, kao i sa drugim telekomunikacionim mrežama.

Koncesionar je pravno lice koje izvodi pravnu i stvarnu kontrolu celokupnih funkcija, koje su potrebne za obezbeđivanje usluga mobilne mreže.

Usluge mobilne mreže su uspostavljanje govornih veza, prenos podataka i druge tehničke i komercijalne usluge koje omogućava mobilna mreža i pruža ih koncesionar.

SIM – Subscriber Identity Module (SIM kartica) je kartica sa upisanim korisnikovim kodom, koja omogućava priključivanje na mobilnu mrežu i identifikuje korisnika mobilne mreže. U slučaju usluge CVS Mobile, pretplatnička kartica je vlasništvo ponuđača.

Centralna baza podataka je računarski centar kome pristupa pretplatnik korišćenjem posebne aplikacije i omogućava naručiocu grafički pregled položaja vozila na digitalnim mapama, pregled rada vozila, slanje i primanje izveštaja, analiziranje prethodnih ruta, izradu različitih izveštaja itd.

Oprema je sva mašinska i programska oprema koju ponuđač ugrađuje u vozila i uslov je za uspešan rad usluge CVS Mobile. Opremom se smatra aplikacija FleetCore, GPS/GPRS modem, komunikacioni terminal sa mogućnošću navigacije, interfejsi, senzori, prekidači, kablovi za povezivanje itd., mada se ne ograničava samo na nabrojano.

GPS/GSM modem je jedinica koja se sastoji od GPS/GPRS modula, SIM kartice i antene za prijem satelitskog i prenos radio-signala.

Komunikacioni terminal je jedinica koja omogućava uspostavljanje komunikacije do svakog pojedinačnog vozila odn. pretplatnika gde radi aplikacija FleetCore, osim toga, omogućava i navigaciju.

GPS (Global positioning system) je sistem za određivanje geolokacije pomoću satelitskog signala.

Pretplata je dogovorena cena za korišćenje usluge CVS Mobile.

Zakup je dogovorena cena za mašinsku opremu usluge CVS Mobile.

Pretplatnički ugovor je »Ugovor o zasnivanju pretplatničkog odnosa«, koji je zaključen između ponuđača i pretplatnika kao krajnjeg korisnika, kojim se zasniva pretplatnički odnos za korišćenje usluge CVS Mobile. Njegov sastavni deo su i ovi opšti uslovi i cenovnik usluga ponuđača. Pretplatnički odnos nastaje zaključenjem pretplatničkog ugovora. Pretplatnički ugovor se zaključuje u pismenoj formi na odštampanom obrascu, a eventualni usmeni dogovori nisu važeći.

3. član

Odnos između ponuđača i pretplatnika uređuje, pored važećeg zakonodavstva, i pretplatnički ugovor čiji sastavni deo čine i ovi opšti uslovi, uputstva za upotrebu i važeći cenovnici usluga koji sadrže spisak važećih cena usluga. Ove opšte uslove mogu da dopune posebni dogovori ugovornih strana i po pravilu obavezuju isto kao i oni. Ukoliko opšti uslovi i posebni dogovori nisu usklađeni, važe posebni dogovori. Tokom pretplatničkog odnosa može da se ugradi i dodatna oprema i/ili obezbede dodatne usluge CVS Mobile i na osnovu potpisanog zapisnika o montaži ili drugog pismenog dokumenta, bez potrebe za sklapanjem novog pretplatničkog ugovora.

Za korišćenje usluga mobilne mreže važe, pored odredaba ovih opštih uslova, i opšti uslovi koncesionara mobilne mreže koji brine o povezanosti vozila sa Centralnom bazom podataka ukoliko ih ovi opšti uslovi ne isključuju.

Prilikom korišćenja FleetCore aplikacije, pretplatnik potvrđuje da je saglasan s korišćenjem licenciranog softvera, kao što su licence za korišćenje raznih mapa i sl.

4. član

Za pristup Centralnoj bazi podataka koristi se za to posebno namenjena aplikacija FleetCore, pristup koji ponuđač omogućava pretplatniku.

The company W.A.G payment solutions BA d.o.o., 203. Brigade 34, Matuzići, Doboj Jug, Bosnia and Herzegovina (hereinafter referred to as: the CVS Mobile System Provider, or the Provider), on February 2, 2026 issued the following

General Terms and Conditions for Using the CVS Mobile Service

GENERAL PROVISIONS

Article 1

These General Terms and Conditions govern the provision of CVS Mobile Services to Subscribers.

DEFINITION OF TERMS

Article 2

CVS Mobile System is a vehicle fleet tracking, communications and management system. The system comprises software and hardware equipment.

CVS Mobile Service is a service that enables the Subscriber central control over the vehicle fleet and communication with vehicles via a mobile network provided by the Provider.

Subscriber is the user of the CVS Mobile service, who has entered into the CVS Mobile Service Subscription Agreement for at least one installation of a GPS/GSM modem.

Mobile network is a wireless telecommunications network that enables data interchange and voice communication between the user of the radio terminal equipment both within the corresponding mobile network and with other telecommunication networks.

Concessionaire is a legal entity which performs legal and real control of all the functions necessary for providing mobile network Services.

Mobile network services are the establishment of voice connections, data transfer and other technical and commercial Services enabled by the mobile network and provided by the concessionaire.

SIM – Subscriber Identity Module (SIM card) is the card inscribed with the user's code, which enables connection to the mobile network and identifies the mobile network user. In the case of the CVS Mobile service, the Subscriber's card remains under the ownership of the Provider.

Central Database is a computer centre which the Subscriber accesses via a special application, and which enables the subscriber a graphic view of the position of vehicles on digital maps, view of the operation of vehicles, to send and receive reports, analyse previous routes, prepare various reports, etc.

Equipment is any hardware and software equipment the Provider installs in vehicles, which is a prerequisite for the successful operation of the CVS Mobile service. FleetCore, GPS/GPRS modem, a communication terminal, a navigation terminal, interfaces, sensors, switches, connection cables, etc. are all considered equipment, though it is not limited to the above.

GPS/GSM modem is a unit consisting of a GPS/GPRS module, a SIM card and an antenna for the receipt of the satellite signal and transmission of the radio signal.

Communication Terminal is a unit that enables the establishment of communications with every individual vehicle, or Subscriber where the FleetCore application is running.

GPS (Global Positioning System) is a system for determining geolocation via a satellite signal.

Subscription fee is the price agreed for the use of the CVS Mobile service.

Lease is the price agreed for the hardware equipment required for the CVS Mobile service.

Subscription agreement is an agreement between the Provider and the Subscriber as the end user establishing a subscription for the use of the CVS Mobile service. These General Terms and Conditions and the Service price list are an integral part thereof. The subscription is created by entering into a subscription agreement. The subscription agreement is concluded in writing on a pre-printed template, and any verbal agreements are not valid.

Article 3

The relation between the Provider and the Subscriber, besides applicable legislation, is governed by a subscription agreement, an integral part of which are these General Terms and Conditions, Instructions for Use and valid price lists for Services, which contain a list of valid prices for Services. These General Terms and Conditions may be supplemented by special agreements between the contracting parties and, as a rule, they are as binding as the General Terms and Conditions. If the General Terms and Conditions are not harmonised, special agreements shall apply. During the subscription, additional equipment can be installed and/or additional Services can be provided by CVS Mobile based on a signed record of installation or other written document, without having to enter into a new subscription agreement.

In addition to provisions of these General Terms and Conditions, the General Conditions of the concessionaire of the mobile network who deals with the connection of vehicles with the Central Database shall also apply for the use of the mobile network Services, unless the latter are excluded by these General Terms and Conditions.

By using the FleetCore application, the subscriber confirms that they agree to the use of licensed software, such as licenses for various maps and similar components.

Article 4

Access to the Central Database is provided through the dedicated FleetCore application, which the provider makes available to the subscriber.

Ponuđač će pretplatnika obavještavati o novim uslugama koje sistem omogućava, o novim paketima, izmenama paketa, o cenama i izmenama cena usluga, kao i o zemljama u kojima je funkcionalnost usluge CVS Mobile na raspolaganju preko internet adrese: <https://www.eurowag.com>.

Ponuđač će obezbeđivati uslugu CVS Mobile, koja se zasniva na tehnologiji prenosa GPRS ili drugih modernijih načina prenosa podataka, sve dok takav prenos bude obezbeđivao koncesionar. Ukoliko koncesionar trajno prestane da obezbeđuje prenos, ponuđač može bez obaveza po sopstvenoj proceni da odustane od pretplatničkog ugovora ili da obezbedi prenos preko drugog koncesionara.

Pretplatnik je za korišćenje usluge CVS Mobile dužan da o sopstvenom trošku pribavi odgovarajuću internet vezu i računar sa internet pretraživačem.

Pretplatnik ne sme da koristi SIM karticu koja je integrisana u GPS/GSM modeme ili drugu opremu u nekom drugom terminalu ili za drugu svrhu nego što je određena u pretplatničkom ugovoru. Pretplatnik ne sme da proda opremu ili da je na drugi način posreduje trećim licima, niti da im omogući njeno korišćenje i to bez obzira da li je pretplatnik opremu kupio ili je samo iznajmio ni posle prestanka pretplatničkog odnosa, osim ukoliko je za to prethodno dobio izričitu pismenu saglasnost ponuđača.

Sva prava intelektualne svojine za obavljanje usluge CVS Mobile i na opremi su u vlasništvu ponuđača. Pretplatnik pretplatničkim odnosom ne stiče bilo kakva prava na ova prava intelektualne svojine, osim prava korišćenja koja su izričito navedena u pretplatničkom ugovoru i ovim opštim uslovima.

POČETAK PRETPLATNIČKOG ODNOSA

5. član

Pretplatnički odnos za korišćenje CVS Mobile ugovorne strane zasnivaju zaključenjem pretplatničkog ugovora i počinje da važi posebno za svako vozilo od trenutka ugradnje opreme i uključivanja vozila u sistem CVS Mobile. Trenutak uključivanja vozila u sistem označava i početak trajanja pretplatničkog odnosa određenog pretplatničkim ugovorom. Na njega se nadovezuju sva prava i obaveze iz pretplatničkog ugovora i ovih opštih uslova.

U pretplatničkom ugovoru strane između ostalog određuju paket usluga (lokalno praćenje samo unutar Bosne i Hercegovine ili praćenje unutar Bosne i Hercegovine i u inostranstvu), kao i ostale funkcionalnosti paketa i/ili se oprema iznajmljuje ili je pretplatnik kupuje. U pretplatničkom ugovoru se određuje i trajanje pretplatničkog odnosa.

Podaci koje pretplatnik navede u pretplatničkom ugovoru moraju da budu realni, tačni i potpuni, jer je u suprotnom pretplatnik materijalno i krivično odgovoran.

ZAKUPNINA I PREPLATA

6. član

Cene kupovine i iznajmljivanja ponuđačeve opreme i visina pretplate ponuđačevih usluga su definisane u cenovniku koji je sastavni deo pretplatničkog ugovora zaključenog između ponuđača i pretplatnika.

Ponuđač će izdati račun za usluge prema ovom ugovoru do svakog poslednjeg dana u mesecu za tekući mesec. Rok plaćanja za ugovorne usluge je 15 dana od datuma izdavanja računa. Kupovnu cenu za plaćanje opreme u slučaju da je pretplatnik kupuje, pretplatnik je dužan da plati pod istim uslovima plaćanja kao i za ugovorne usluge.

Mesečna pretplata predstavlja fiksni mesečni paušal.

Ponuđač usluge zadržava pravo na izmenu pretplate na usluge CVS Mobile i na izmenu cena zakupa i kupovine ponuđačeve opreme. Ponuđač usluge će o izmenama cena pravovremeno obavestiti naručioca, barem mesec dana pre početka važenja novih cena.

7. član

Pretplata se obračunava na sledeći način:

- pretplata se obračunava za tekući mesec,
- za novo priključivanje vozila u sistem pretplata se obračunava od datuma uključivanja do poslednjeg dana u proporcionalnom iznosu.

Pretplatnik je dužan da izmiri i sve troškove (pretplatu), koji su nastali zbog korišćenja sistema CVS Mobile od strane trećeg lica.

Pretplatnik je dužan da prema ponuđaču usluge izmiri sve troškove naplate duga njegovih dospelih obaveza.

MONTAŽA, PREMONTAŽA I DEMONTAŽA

8. član

Oprema će se ugrađivati u vozila pretplatnika prema naknadno dogovorenoj dinamici.

9. član

Montažu, premontažu i demontažu opreme mogu da izvode samo ovlašćeni servisi ponuđača.

Montaža, premontaža i demontaža se obračunavaju u skladu sa važećim cenovnikom ponuđača koji važi na dan montaže, premontaže ili demontaže.

Ponuđač zadržava pravo da bilo kada izmeni cenovnik montaže, premontaže i demontaže.

The Provider shall notify the Subscriber about any new services enabled by the system, new packages, modifications to packages, prices and changes in Service prices, as well as about countries where the functionality of the CVS Mobile Service is available via the website: : <https://www.eurowag.com>.

The Provider shall provide the CVS Mobile Service, which is based on GPRS transmission technology or other appropriate data transfer methods, until such transmission is provided by the concessionaire. If the concessionaire permanently ceases to provide transmission, the Provider can, without any obligations and at its own discretion, withdraw from the subscription agreement or provide transmission through another concessionaire.

To use the CVS Mobile Service, the Subscriber undertakes to procure at his own expense an appropriate Internet connection and a computer with an Internet search engine.

The Subscriber shall not use a SIM card, which is integrated in the GPS/GSM modems or other equipment, in another terminal or for purposes other than those specified in the subscription agreement. The Subscriber shall not sell the equipment to third parties or mediate in its acquisition by them in any other way, and shall not enable its use, regardless of whether the Subscriber has bought or has only leased the equipment, even after the cessation of the subscription, unless he has gained the prior explicit written consent of the Provider.

All rights related to the intellectual property for providing the CVS Mobile Service and to the equipment are under the ownership of the Provider. The subscription shall not enable the Subscriber to acquire any rights to this intellectual property, except for the rights to use which are expressly specified in the subscription agreement and these General Terms and Conditions.

START OF THE SUBSCRIPTION

Article 5

The subscription for using CVS Mobile is created by entering into a subscription agreement and shall come into effect for each individual vehicle separately at the moment of inclusion of the vehicle into the CVS Mobile system, which the Subscriber acknowledges by signing the work order. The moment of the inclusion of the vehicle in the system shall also denote the start of the duration of the subscription established by the subscription agreement. Any rights and obligations arising from the subscription agreement and these Terms and Conditions are linked thereto.

The parties to the subscription agreement inter alia specify the Service package (only tracking within Bosnia and Herzegovina or also abroad), as well as the functionality of the package and/or whether the equipment is leased or bought. The subscription agreement also specifies the duration of the subscription.

Information given in the subscription agreement by the Subscriber must be realistic, accurate and complete, otherwise the Subscriber shall be subject to substantial liability.

LEASE AND SUBSCRIPTION

Article 6

The price for the purchase or leasing of the Provider's equipment and the level of the fee for the Provider's services are specified in the price list, which is an integral part of the subscription agreement between the Provider and the Subscriber.

The Provider shall deliver an invoice for the services under this agreement each last day of month for the current month. The payment term for the agreed services shall be fifteen days from the date of the invoice. The purchase price for the equipment, in cases where the subscriber is purchasing it, must be paid by the subscriber under the same payment terms as those applicable to the contracted services.

The monthly fee is the fixed monthly lump sum.

The Service Provider reserves the right to change the fee for the CVS Mobile service, and to change the price for the lease and the lease of the Provider's equipment. The Service Provider shall notify the Subscriber about the change in prices in a timely manner, at least one month prior to the effective date of new prices.

Article 7

The subscription fee shall be calculated in the following manner:

- the subscription fee is calculated for the current month,
- For a newly connected vehicle, the subscription fee is calculated proportionally from the date of activation until the last day of the month.

The Subscriber also undertakes to pay all the costs (subscription fee) resulting from the use of CVS Mobile by a third party.

The Subscriber undertakes to pay to the Service Provider for all the costs incurred in relation to the collection of his outstanding debts.

INSTALLATION, REINSTALLATION AND UNINSTALLING

Article 8

The equipment shall be installed into the Subscriber's vehicles in accordance with the additionally agreed schedule.

Article 9

Installation, reinstallation and uninstalling of the equipment shall be performed only by an authorised service of the Provider.

Installation, reinstallation and uninstalling shall be calculated in line with the current price list effective on the date of installation, reinstallation or uninstalling. The Provider reserves the right to change the price list for the installation, reinstallation or uninstalling at any time.

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Pretplatnik ni u jednom slučaju ne sme sam ili preko trećeg lica, koje nije ponuđač ili ovlašćeni servis ponuđača, da montira, premontira ili demontira opremu i odgovara za svu štetu koju bi ponuđač ili treće lice pretrpelo kao rezultat kršeći ovu zabranu.

Pretplatnik je, u slučaju kršenja zabrane iz prethodnog stava ovoga člana, dužan da svu opremu koju ima iznajmljenu od ponuđača, otkupi po punoj ceni, tj. za vrednost nove opreme u skladu sa važećim cenovnikom ponuđača koji važi na dan kada ponuđač od pretplatnika zahteva kupovinu.

10. član

U slučaju da pretplatnik ima ponuđačevu opremu u zakupu i ne plaća zakupninu ili pretplatu (takođe za vrijeme privremenog isključenja iz člana 20.) ili dode do prekida ugovora za usluge CVS Mobile, pretplatnik je dužan da ponuđaču neodložno omogući demontažu iznajmljene opreme. Demontaža se pretplatniku obračunava u skladu sa važećim cenovnikom koji važi na dan demontaže. Ponuđač nije u obavezi da poziva na demontažu opreme, ali je obaveza klijenta da omogući demontažu.

U slučaju prekida ugovora, za vreme prekida ugovora računa se trenutak kada je ponuđač demontirao svu iznajmljenu opremu. Pretplatnik je dužan da, za vreme od trenutka kada ponuđač zahteva demontažu opreme, pa do trenutka kada je ponuđač svu iznajmljenu opremu demontirao, plati ponuđaču zakupninu i pretplatu; visina zakupnine i pretplate se određuje proporcionalno vremenu. Vreme stvarnog prekida ugovora ne utiče na dužnost naručioca da plati obavezujuće iznose koji su određeni u članu 18. i 20. ovih uslova.

Pored toga se, u slučaju da pretplatnik ne ispunji svoje obaveze iz prvog stava ovog člana, računa da pretplatnik želi opremu koju ima pod zakupom da kupi po punoj ceni, zbog čega mu ponuđač može po sopstvenoj proceni ili da izda račun u vrednosti nove opreme, ili da insistira na demontaži. U poslednjem slučaju svi troškovi demontaže i sa njom povezani troškovi (npr. sudski postupci odnosno intervencija suda, druge službene postupke, policije detektiva itd.) padaju na teret pretplatnika.

SERVIS**11. član**

Greške u radu sistema CVS Mobile koje ne proističu iz uzroka navedenih u članu 15., ponuđač usluge će otkloniti u najkraćem mogućem roku. Ponuđač usluge obezbeđuje ovlašćene servise za opremu.

Samo ovlašćeni servis može da obavlja servisne zahvate na opremi.

Ponuđač zadržava pravo da zbog obavljanja hitnih servisnih radova na Centralnoj bazi podataka povremeno isključuje usluge CVS Mobile. Ponuđač će se, prilikom ovih isključivanja, zalagati da ona traju najkraće mogući rok. O takvim isključivanjima će ponuđač prethodno obavestiti pretplatnika u okviru FleetCore aplikacije.

Zakupnina i pretplata se zbog nemogućnosti korišćenja usluga CVS Mobile zbog radova iz prethodnih stavova ovog člana ne smanjuje.

GARANCIJA**12. član**

U slučaju da naručilac kupi opremu, ponuđač na tu opremu daje dvije godine garancije.

Period garancije za pojedine isporučene uređaje je dvije godine od datuma montaže pojedinih jedinica u vozila pretplatnika.

Garancija ne važi u slučajevima prenaponskih pojava (grom, indukcije, ...) i drugih vremensko-atmosferskih smetnji ili u slučaju više sile. Višom silom se smatra nastupanje okolnosti koje otežavaju ili onemogućavaju ispunjavanje ugovornih obaveza jedne ili druge ugovorne strane i koje su nastale posle sklapanja pretplatničkog odnosa, a ugovorne strane ih prilikom sklapanja pretplatničkog odnosa nisu mogle predvideti, sprečiti ili izbeći. U slučaju više sile, ugovorna strana kod koje je ista nastala, dužna je da pismenim putem obavesti drugu ugovornu stranu o nastupanju ili prestanku više sile. U slučaju nastanka štete usled više sile, svaka ugovorna strana je dužna da snosi troškove koji su nastali zbog više sile.

Garancija ne važi ako je do oštećenja uređaja došlo usled mehaničkih oštećenja uređaja ili zbog postupanja sa uređajima na način koji je u suprotnosti sa uputstvom. Garancija ne pokriva normalno korišćenje potrošnog materijala (baterije, spoljašnje antene, 12 V automobilske utikači, osigurači itd.).

Na garantne popravke kupljene opreme shodno se primenjuju odredbe stava 2 člana 11 ovih opštih uslova.

Popravke opreme van garantnog roka vrši i fakturiše ponuđač po sledećoj formuli: troškovi rada (sat servisa prema cenovniku) + materijalni troškovi + troškovi transporta (u oba smera, zavisno od lokacije vozila ili opreme, a u skladu sa ugovorom o pretplati).

OBAVEZE I ODGOVORNOSTI PRETPLATNIKA**13. član**

Pretplatnik:

se obavezuje da će koristiti uslugu CVS Mobile u skladu sa uputstvima za upotrebu; sam odgovara za izbor, zaštitu i korišćenje pristupnih lozinki koje su potrebne za korišćenje usluge CVS Mobile. Pretplatnik mora da izmeni lozinku prilikom prve upotrebe;

The Subscriber is not allowed in any case to install, reinstall or uninstall the equipment by himself or through a third party other than the Provider or an authorised service of the Provider, and shall be held responsible for any damage incurred to the Provider or to a third party as a result of the violation of this prohibition.

In addition, the Subscriber undertakes, in case of violation of the prohibition in the previous sentence, to purchase all the equipment leased from the Provider at full price, i.e. for the value of new equipment in line with the Provider's current price list effective on the date when the Provider requires the Subscriber to buy the equipment.

Article 10

In the event that the subscriber is renting the provider's equipment and fails to pay the rental fee or the subscription fee (including during the temporary disconnection referred to in Article 20), or if the CVS Mobile service agreement is terminated, the subscriber is obliged to immediately enable the provider to dismantle the rented equipment. The dismantling is charged to the subscriber in accordance with the valid price list applicable on the date of dismantling.

The provider is not obliged to summon the subscriber for dismantling; however, it is the subscriber's obligation to make the dismantling possible.

In the event of contract termination, the moment of termination is considered to be the moment when the provider has dismantled all rented equipment. From the moment the provider requests the dismantling of the equipment until the moment the dismantling has been fully completed, the subscriber is obliged to pay the rental fee and the subscription fee, calculated proportionally for the relevant period. The actual date of contract termination does not affect the subscriber's obligation to pay the binding amounts specified in Articles 18 and 20 of these terms.

Furthermore, if the subscriber fails to fulfil the obligations stated in paragraph one of this article, it shall be deemed that the subscriber wishes to purchase the rented equipment at full price. In such a case, the provider may, at its sole discretion, either issue an invoice for the full value of the new equipment or insist on the dismantling. In the latter case, all dismantling costs and any related expenses (e.g. legal proceedings or court intervention, other official procedures, police, private investigators, etc.) shall be borne by the subscriber.

SERVICE**Article 11**

Errors during the operation of the CVS Mobile system that do not arise from the reasons specified in article 15 shall be removed by the Service Provider as soon as possible. The Service Provider provides authorised services for the equipment. Repairs to the equipment can be only carried out by an authorised Service.

The Provider reserves the right to discontinue at times the provision of CVS Mobile Services for the reason of urgent repair work to the Central Database. During this discontinuation of operations, the Provider shall endeavour to ensure that this lasts for the shortest time possible. The Provider shall notify the Subscriber of such discontinuation with prior notice released within the FleetCore application.

The lease and the subscription fees shall not be reduced as a result of the inability to use the CVS Mobile Service because of work specified in the previous paragraphs of this Article.

WARRANTY**Article 12**

If the Subscriber purchases the equipment, the Provider gives a two-year warranty for that equipment.

The warranty period for each delivered devices is two years from the installation date of individual units into the Subscriber's vehicles.

The warranty shall be rendered void in the event of overvoltage phenomena (lightning, induction, etc.) and other weather and atmospheric disturbances, or in case of Force Majeure. Force Majeure is defined as the occurrence of circumstances which make it difficult or impossible for one or another contractual party to fulfil their obligations, which occurred after their entering into the subscription and were beyond the capability of the contracting parties to anticipate, prevent or avoid at the time of their entering into the agreement. In case of Force Majeure, the contractual party with which Force Majeure occurred is obliged to notify the other party in writing of the occurrence or termination of the event. In case of damage due to Force Majeure, each contractual party is obliged to bear the costs resulting from Force Majeure.

The warranty is also rendered void if the devices are damaged mechanically or due to their handling in a manner opposite to the instructions.

Furthermore, the warranty does not cover the normal use of consumables (batteries, outside antennas, 12V car connectors, fuses, etc.).

For warranty repairs of the purchased equipment, the provisions of paragraph 2 of Article 11 of these General Terms and Conditions shall apply accordingly.

Repairs of equipment outside the warranty period shall be performed and invoiced by the supplier according to the following formula: labor costs (service hours according to the price list) + material costs + transportation costs (in both directions, depending on the location of the vehicle or equipment and in accordance with the subscription agreement)

SUBSCRIBER'S OBLIGATIONS AND RESPONSIBILITIES**Article 13**

The Subscriber:

- undertakes to use the services in line with the instructions for use;
- is responsible by himself for the selection, protection and use of the access passwords required to use the Service. The Subscriber must change the password on the first use;

Opći uvjeti za korištenje usluge CVS Mobile

- je obavezan da obavesti ponuđača o sumnji u zloupotrebu njegove lozinke od strane trećeg lica. Ponuđač će pretplatniku odmah besplatno dati novu lozinku;
- je odgovoran za sva fizička oštećenja ili otuđivanja (krađe) opreme u slučaju zakupa, iako su oštećenja ili otuđivanja posledica radnji trećih lica. U slučaju oštećenja ili otuđenja, pretplatnik je dužan da plati troškove popravke odn. nove opreme.

Pretplatnik se obavezuje da će:

- izmiriti račune za korišćene usluge (kupovinu, zakup, pretplatu itd.) u roku koji je naveden na računu;
- se pobrinuti za bezbednost podataka za priključivanje odnosno korišćenje usluge CVS Mobile koji su mu dati, i u slučaju gubitka ili krađe, o tome će odmah obavestiti ponuđača;
- pažljivo zaštititi podatke i izmiriti račune za korišćene usluge u slučaju da ih koristi treće lice;
- ponuđaču nadoknaditi štetu koja bude nastala kao posledica kršenja opštih uslova, pretplatničkog ugovora ili važećih propisa;
- voditi računa o zaštiti poverljivih podataka i sadržini usluga.

14. član

Pretplatnik ne sme da koristi uslugu CVS Mobile u svrhe koje bi na bilo koji način kršile lična prava pojedinaca ili na način koji nije dozvoljen zakonom, odnosno za postizanje nezakonitih ciljeva.

Svaku predviđenu izmenu u načinu rada pretplatnikovog sistema koja bi imala uticaja na kvalitet rada ponuđačevih usluga, pretplatnik mora da saopšti ponuđaču pismenim putem preko elektronske pošte, najmanje 2 dana ranije. Bez ponuđačevog prethodnog pismenog i izričitog odobrenja, pretplatnik ne sme da izvede planirane izmene.

Svaku planiranu izmenu na pretplatnikovom sistemu, koja bi uticala na izmenu tehničkih parametara i podešavanja sistema CVS Mobile (izmena računarskog sistema, zamena, izmena ili nadgradnja mašinske ili programske opreme, način povezivanja po komunikacionoj mreži i drugo), pretplatnik mora da saopšti ponuđaču najmanje 30 (trideset) dana pre izmene. Bez ponuđačevog prethodnog pismenog i izričitog odobrenja, pretplatnik ne sme da izvede planirane izmene. Pretplatnik ne sme da posegne u sistem CVS Mobile na način koji bi imao za posledicu tehničke ili druge smetnje u radu i integritetu sistema. Pretplatnik mora da uzme u obzir sva pravila čuvanja i zaštite sistema CVS Mobile i podataka i ne sme da pokuša da upadne u zaštićeni deo sistema CVS Mobile, izvodi usluge na sistemu sa neodobrenom opremom ili pristupa podacima za koje nije ovlašćen.

Pretplatnik je dužan da sve smetnje prilikom upotrebe sistema CVS Mobile prijavi odmah (preko telefona ili elektronske pošte) i na način koji je dogovoren odn. iznet u uputstvima izvođača.

U slučaju kršenja odredaba iz ovog člana, pretplatnik je dužan da ponuđaču ili trećim licima nadoknadi svu nastalu štetu. Pored toga, pretplatnik je, u slučaju kršenja zabrane iz ovog člana, dužan da svu opremu ponuđača koju ima pod zakupom otkupi po punoj ceni, tj. za vrednost nove opreme, u skladu sa važećim cenovnikom ponuđača koji važi na dan kada ponuđač od pretplatnika zahteva kupovinu.

ODGOVORNOST PONUĐAČA USLUGE**15. član**

Ponuđač ne odgovara za štetu koja nastane pretplatniku zbog:

- nepoštovanja odredaba ovih opštih uslova, dogovora ili izričitih uputstava ponuđača;
- nepoštovanja uputstava za upotrebu ugrađene (kupljene ili iznajmljene) opreme;
- nepoštovanja opštih uslova koncesionara;
- grešaka, smetnji u radu ili nefunkcionisanja mobilne mreže koncesionara;
- nefunkcionisanja sistema u lokalnim ili stranim mobilnim mrežama;
- grešaka, smetnji u radu ili nefunkcionisanja internet veze između Centralne baze podataka i pretplatnika;
- grešaka, smetnji u radu ili nefunkcionisanja GPS sistema, kao i u slučaju da GPS signal iz razloga na koje ponuđač usluge ne može da utiče, nije zadovoljavajućeg kvaliteta.

Ponuđač ne odgovara za gubitak podataka koji su sačuvani u GPS/GSM modemu ili drugoj ugrađenoj opremi u slučaju da se modem ili oprema iz bilo kog razloga isključi iz električne instalacije vozila ili da se podaci izgube zbog mehaničkog oštećenja jedinice (npr. u slučaju automobilske nesreće).

Ponuđač usluge ne odgovara za štetu koja može da nastane zbog obelodanjivanja ili neautorizovanog korišćenja podataka u slučaju:

- provale u računarski sistem,
- gubitka ili razotkrivanja korisničke lozinke,
- nesavesnog čuvanja korisničke lozinke.

Ponuđač ne odgovara i ne garantuje za štetu i greške koje bi poticale iz programske opreme sistema CVS Mobile ili iz grešaka u radu mreže GSM i GPRS.

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- is obliged to notify the Provider about suspected abuse of his password by a third party. The Provider shall provide a new password to the Subscriber free of charge;
- is responsible for all physical damages or disposal (theft) of the equipment in the case of leasing, regardless of the fact that the damage and disposal are a consequence of actions by third parties. In case of damage or disposal, the Subscriber undertakes to pay for the costs of the repair, or new equipment.

The Subscriber undertakes to:

- pay the invoices for the used services (purchase, lease, subscription fee, etc.) within the term specified on the invoice;
- take care of the security of the connection data, i.e. the use of the CVS Mobile Service provided to him, and to notify the Provider immediately in the case of loss or theft;
- carefully protect data and pay the invoices for the used Services in the event that they are used by a third party;
- indemnify the Provider for the damage resulting from violation of the General Terms and Conditions, the Subscription Agreement or current regulations;
- pay attention to the protection of confidential data and the contents of services.

Article 14

The Subscriber is not allowed to use the CVS Mobile service for purposes that would in any way breach the personal rights of individuals or which are not legally permitted, i.e. for achieving illegal objectives.

The Subscriber shall notify the Provider of any anticipated change in the operation of the Subscriber's system which could affect the operational quality of the Provider's Services in writing or by e-mail, at least 2 days earlier. The Subscriber is not allowed to make the anticipated changes without the Provider's prior written and explicit approval.

Any planned alteration of the Subscriber's system that would affect the technical parameters and the settings of the CVS Mobile system (alteration of the computer system, replacement, change or upgrading of the hardware and the software, manner of connection along the communication network, etc.) should be notified to the Provider by the Subscriber at least 30 (thirty) days before the alteration. The Subscriber is not allowed to make the planned alterations without the prior written consent of the Provider.

The Subscriber is not allowed to intervene into the CVS Mobile system in a manner that would result in the technical and other interference of the operation and the integrity of the system. The Subscriber must consider all the rules for preservation and protection of the CVS Mobile system and data, and is not allowed to try and invade the protected part of the CVS Mobile system, to provide services on the system with unauthorised equipment, or to access data for which he has no authorisation.

The Subscriber undertakes to report immediately any interference occurring during the operation of the system (by phone or e-mail) and in the manner that is agreed, i.e. stated in the contractors' instructions.

In case of violation of the provisions in this Article, the Subscriber shall indemnify the Provider or any third party for any damage that has occurred. In addition, the Subscriber undertakes, in case of violation of the prohibition from this Article, to purchase all the equipment leased from the Provider at full price, i.e. for the value of new equipment in line with the Provider's current price list effective on the date when the Provider requires the Subscriber to buy the equipment.

SERVICE PROVIDER'S RESPONSIBILITIES**Article 15**

The Provider has no responsibility towards the Subscriber for damages resulting from:

- noncompliance with the provisions of these General Terms and Conditions, the Agreement or explicit instructions issued by the Provider;
- the instructions for use of the installed (purchased or leased) equipment;
- noncompliance with the General Terms of the concessionaire;
- errors, operational interference or non-functioning of the concessionaire's mobile network;
- non-functioning of the system in foreign mobile networks;
- errors, operational interference or non-functioning of Internet access between the Central Database and the Subscriber;
- errors, operational interference or non-functioning of the GPS system, and in the event that the GPS signal has unsatisfactory quality for reasons that are beyond the control of the Provider;

The Provider shall not be responsible for the loss of data stored in the GPS/GSM modem or any other installed equipment if the modem or the equipment are disconnected from the electrical installation of the vehicle from whatever reason, or if the data is lost due to the mechanical damage of the unit (e.g. in the event of a car accident).

The Provider is not responsible for any damage that may occur due to the disclosure or unauthorised use of data the event of:

- a break-in into the computer system,
- loss or disclosure of the user's password,
- negligent storage of the password.

The Provider is not responsible and does not give any guarantee for any damage or error resulting from the CVS Mobile system software or from errors in the operation of the GSM and GPRS networks.

Opći uvjeti za korištenje usluge CVS Mobile

Ni u kom slučaju ponuđač nije odgovoran ni za kakvu štetu, uključujući i ne ograničavajući se na štetu usled gubitka dobiti, prekida poslovanja, gubitka poslovnih informacija ili druge materijalne ili nematerijalne štete, koja proističe iz korišćenja ili nemogućnosti korišćenja usluga CVS Mobile.

Ni u kom slučaju oštećena ne može da premaši svote prosečne mesečne pretplate oštećenog pretplatnika u poslednjih pola godine pre štetnog događaja odnosno u odgovarajućem kraćem periodu ako pretplatnički odnos još ne traje pola godine.

U drugim slučajevima ponuđač odgovara samo za štetu prouzrokovanu namerno ili iz teške nemarnosti, odgovornost ponuđača za eventualnu prouzrokovanu štetu je ograničena samo do visine obične štete (tj. smanjenja imovine). Prilikom otkrivanja grešaka i nepravilnosti, odnosno nastanka štete, pretplatnik mora da nastupi odgovarajućom merom za smanjenje štete.

PROBNE INSTALACIJE**16. član**

Pretplatnik i ponuđač usluge mogu da se, iz razloga utvrđivanja pogodnosti usluge CVS Mobile, dogovore da će ponuđač u neka vozila pretplatnika (probna vozila) na određeno vreme montirati opremu i omogućiti pretplatniku korišćenje usluge CVS Mobile. Trajanje probnog perioda navode pretplatnik i ponuđač usluge u probnom ugovoru za korišćenje usluge.

Pretplatnik je dužan da najkasnije 8 dana pre isteka probnog perioda obavesti ponuđača usluge:

1. bilo da će sklopiti pretplatnički ugovor, i pri tome navoditi uslugu na koju želi da se pretplati, i/ili će opremu kupiti ili uzeti u zakup,
2. bilo da neće sklopiti pretplatnički ugovor, i pri tome navodi datum kada ponuđač usluge može da demontira opremu iz njegovih probnih vozila. Datum demontaže mora da bude određen u periodu do isteka probnog perioda.

Ukoliko pretplatnik ne ispunji svoje obaveze iz prethodnog stava ovog člana, računa se da je pretplatnik sa ponuđačem usluge sklopio pretplatnički ugovor o iznajmljivanju na neodređeno vreme za ugrađenu opremu sa odabranim paketom i sa početkom trajanja pretplatničkog odnosa od datuma isteka probnog perioda i u skladu sa trenutno važećim cenovnikom.

VLASNIČKO PRAVO I PRETHODNI OTKUP OPREME**17. član**

Oprema, koju pretplatnik iznajmi ili se ugradi u pretplatnikovo vozilo, vlasništvo je ponuđača i zato je pretplatnik nakon isteka pretplatničkog odnosa dužan da je odmah vrati ponuđaču.

Ugovorne strane mogu bilo kada u periodu trajanja pretplatničkog ugovora ili/i posle njegovog završetka da se dogovore o otkupu opreme.

TRANSFER I PRESTANAK UGOVORA, ONEMOGUĆAVANJE PRISTUPA PODACIMA I OTKAZ UGOVORA**18. član**

Pretplatnički ugovor se sklapa za period koji je naveden u ugovoru i počinje da teče sledećeg dana od dana obostranog potpisivanja ugovora. Ako period sklapanja na ugovoru nije naveden, ugovor je sklopljen na neodređeno vreme.

Ugovor o pretplati prestaje pisanim raskidom ugovora od strane bilo koje ugovorne strane, uzimajući u obzir otkazni rok.

Nakon isteka otkaznog roka ugovorni odnos između klijenta i provajdera se raskida i klijentu se uskraćuje pristup usluzi. Za vrijeme trajanja ugovora, kupac mora osigurati prienos podataka koji bi mu bili potrebni u njegovom poslovanju, jer će ti podaci biti naknadno izbrisani. Ukoliko klijent želi dalji pristup usluzi, potrebno je ponovno uspostavljanje ugovornog odnosa.

U slučaju da se ugovor sklapa na neodređeno vreme, otkazni rok je 30 dana. U slučaju otkazivanja ugovora sklopljenog na neodređeno vreme, a pre isteka roka od 24 meseca od dana početka njegovog važenja, pretplatnik je dužan da plati ponuđaču demontažu opreme u vrednosti od 55€/vozilu (iznos ne uključuje PDV).

Ako se pretplatnički ugovor sklapa na određeno vreme (na period naveden u ugovoru) i pretplatnik raskine pretplatnički ugovor pre isteka tog perioda, dužan je da ponuđaču u roku od 8 dana po raskidu plati sve obaveze, koje bi za njega nastale na osnovu ugovora do isteka perioda navedenog u ugovoru, kada pre vremena raskida ne bi bilo. Pri tome se za obračun uzima stanje opreme i usluga na dan odustajanja od ugovora.

Posle isteka perioda na koji je bio sklopljen ugovor, pretplatnički odnos se automatski nastavlja kao novi ugovor, uz iste uslove i u istom trajanju kao prethodni, ukoliko neka od strana u roku od jednog meseca pre isteka perioda na koji je ugovor sklopljen ne izjavi drugačije. Pod uslovima iz ovog stava pretplatnički odnos može više puta da se automatski produži. Odredba ovog stava važi ako se ugovorne strane ugovorom ili posebnim pisanim sporazumom ne dogovore drugačije.

U svim slučajevima prestanka prema ovom članu, pretplatnik je takođe dužan da u celini izmiri sve obaveze iz pretplatničkog i zakupnog/kupovnog odnosa, nastale do dana kada je pretplatnički odnos stvarno prestao, tj. do trenutka kada je pretplatnik bio definitivno isključen iz usluge CVS Mobile odnosno u slučaju

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The Provider is not responsible in any case for any damage, including, but not limiting to, damage due to loss of profit, termination of business activities, loss of business information, or any other substantial or non-substantial damage, resulting from use or inability to use the CVS Mobile Services.

The indemnification cannot exceed the amount of the average monthly subscription fee of the Subscriber that has suffered damage in the period of the last half year prior to the occurrence of the damaging event, or in the corresponding shorter period if the subscription has not yet lasted for half a year. In other cases, the Provider is only responsible for damages caused intentionally or as a result of severe negligence, and the responsibility of the Provider for any caused damage is limited only to the amount of an ordinary damage (i.e. decrease in the asset). When detecting errors or irregularities, i.e. occurrence of damage, the Subscriber must act with adequate measures to decrease the damage.

TRIAL INSTALLATIONS**Article 16**

The Subscriber and the Service Provider may agree, for the purpose of establishing the benefits of the CVS Mobile service, that the Provider shall install equipment in some of the Subscriber's vehicles (trial vehicles) for a defined period of time and shall enable the Subscriber to use the CVS Mobile Service. The duration of the trial period shall be specified in a trial agreement for using the Service between the Subscriber and the Service Provider.

The Subscriber undertakes, no later than 8 days prior to the expiry of the trial period, to notify the Service Provider that

1. he is either entering into a subscription agreement, specifying the Service to which he wishes to subscribe, and/or is buying or leasing the equipment, or
2. he does not intend to enter into a subscription agreement, specifying the date when the Service Provider can uninstall the equipment from his trial vehicles. The date for uninstalling must be specified within the period of time until the expiry of the trial period.

If the Subscriber fails to meet the obligations from the previous paragraph of this Article, the Subscriber shall be deemed to have entered a subscription agreement with the Service Provider on the lease of the installed equipment for an indefinite period of time, with the selected package and the start of the subscription being the date of the expiry of the trial agreement, in line with the currently applicable price list.

PROPERTY RIGHT AND PRIOR PURCHASE OF THE EQUIPMENT**Article 17**

The equipment, leased or installed in the Subscriber's vehicle, shall remain the under the ownership of the Provider, therefore obliging the Subscriber to return it to the Provider as soon as the subscription expires.

The contractual parties may agree on the purchase of the equipment at any time during the duration of the subscription agreement and/or after its cessation.

TRANSFER OF THE AGREEMENT, CESSATION OF THE AGREEMENT, PREVENTION OF DATA ACCESS AND CANCELLATION OF THE AGREEMENT**Article 18**

The Subscription Agreement is concluded for the period specified in the agreement and begins to run on the day following the date of mutual signing of the agreement. If the duration of the agreement is not specified, the agreement is concluded for an indefinite period.

The Subscription Agreement terminates upon written notice of termination by either contracting party, taking into account the notice period.

After the expiry of the notice period, the contractual relationship between the client and the provider is terminated and the client's access to the service is disabled. During the term of the agreement, the customer must ensure the transfer of any data required for their business operations, as such data will be deleted thereafter. If the client wishes to continue accessing the service, the contractual relationship must be re-established.

If the agreement is concluded for an indefinite period, the notice period is 30 days. In the event of termination of an agreement concluded for an indefinite period before the expiry of 24 months from its commencement date, the subscriber shall pay the provider the cost of equipment dismantling in the amount of EUR 55 per vehicle (VAT not included).

If the Subscription Agreement is concluded for a fixed period (for the duration specified in the agreement) and the subscriber terminates it before the end of that period, they shall, within 8 days from termination, pay the provider all obligations that would have arisen under the agreement until the expiry of the contractual period had the early termination not occurred. For the calculation, the status of the equipment and services on the day of withdrawal from the agreement shall be taken into account.

After the expiry of the period for which the agreement was concluded, the subscription relationship is automatically renewed as a new agreement under the same conditions and for the same duration as the previous one, unless either party states otherwise within one month before the expiry of the agreed period. Under the conditions set out in this paragraph, the subscription relationship may be automatically renewed multiple times. This provision applies unless the parties agree otherwise in the agreement or in a separate written arrangement.

In all cases of termination under this Article, the subscriber is also obliged to fully settle all obligations arising from the subscription and rental/purchase relationship up to the day on which the subscription relationship actually ended, i.e. until the moment the subscriber was definitively disconnected from the CVS Mobile service

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iznajmljivanja opreme kada je ista vraćena ponuđaču na dan demontaže ili kada je puna vrijednost iznajmljene opreme isplaćena ponuđaču.

Svaka od ugovornih strana može da otkáže pretplatnički odnos bez otkaznog roka ako utvrdi da suprotna strana krši odredbe ovih opštih uslova, pretplatnički ugovor ili odredbe važećih propisa. Privremeno isključenje u skladu sa članom 20 Opštih uslova ne predstavlja kršenje ugovora od strane ponuđača.

Ponuđač može bilo kada, bez otkaznog roka, da otkáže pretplatnički odnos ako je protiv pretplatnika započet ili završen postupak prinudnog poravnjanja, stečaja, likvidacije, brisanja iz sudskog registra ili drugi postupak zbog insolventnosti ili prinudnog prestanka, ili ako ponuđač na drugi način utvrdi da pretplatnik ima ili bi mogao da ima probleme u smislu poslovanja i ispunjavanja ugovornih obaveza.

19. član

Potpisivanjem pretplatničkog ugovora, čijeg su sastavni dio ovi opšti uslovi, pretplatnik daje prethodnu saglasnost za prenos pretplatničkog ugovora sa ponuđača na bilo koje povezano društvo (tj. kompaniju koja je direktno ili indirektno većinski vlasnik CVS Mobile ili kompanija koja je u većinskom vlasništvu indirektni ili direktni većinski vlasnik CVS Mobile ili kompanija u većinskom vlasništvu CVS Mobile ili kompanija pod kontrolom CVS Mobile), o čemu ponuđač obavještava pretplatnika.

Prenosom ugovora, ugovorni odnos između ponuđača i pretplatnika prelazi na primaoca i pretplatnika, odnosno sa datumom koji je ponuđač naznačio u obavještenju o prenosu pretplatniku, a taj datum ne sme da istekne. na dan obavještenja. Nakon prijenosa, pretplatnički ugovor tako obavezuje primaoca i pretplatnika, njihove pravne sljedbenike, zakonske zastupnike i ovlaštene zastupnike.

20. član

Ponuđač zadržava pravo da u slučaju da pretplatnik ne izmiruje sve ili dijela svoje dospjele obaveze, pretplatniku privremeno onemogućiti pristup podacima u Centralnoj informacionoj bazi podataka (privremeno isključenje), i to za sva vozila pretplatnika koja imaju instaliran sistem CVS Mobile, bez obzira na iznos neizmirenih obaveza. U periodu dok je pristup podacima onemogućen, pretplatnik je dužan uprkos tome da ponuđaču plati sve svoje obaveze (pretplata, zakupnina i drugo), određene ugovorom i važećim cenovnikom. Posle celokupne otplate svih dospelih obaveza, ponuđač je dužan da pretplatniku iznova omogući pristup podacima u Centralnoj informativnoj bazi podataka, pri čemu ponuđač ne odgovara za podatke u periodu kada je pristup pretplatnika Centralnoj bazi podataka onemogućen.

Ukoliko pretplatnik ne izmiri bilo koji dio svoje obaveze u roku od tri meseca od njihovog dospeća, ponuđač ima pravo da isključi SIM kartice iz mobilne mreže. Takvo isključivanje znači i otkaz pretplatničkog odnosa od strane ponuđača bez otkaznog roka a time i prestanak ugovornog odnosa.

U slučaju takvog otkaza ugovora od strane ponuđača, za pretplatnika nastaju iste posledice su određene u 4. odnosno 6. stavu 18. Člana ovih opštih uslova; pri tome nije važno kada ponuđač isključuje SIM karticu odnosno odstupa od ugovora, a isto tako nije važno kada period od tri meseca neplaćanja pretplatnika istekne; i ako ponuđač isključi karticu, odnosno odstupa od ugovora ili period od tri meseca istekne posle isteka perioda vezivanja, to ne utiče na pretplatnikovu dužnost plaćanja iz 4. odn. 6. stava 18. člana ovih uslova.

USLOVI ZA ISKLJUČIVANJE USLUGE**21. član**

Ponuđač može da, zbog zaštite pretplatnikovih interesa ili sprečavanja zloupotreba prema pretplatniku, privremeno spreči upotrebu usluge CVS Mobile u slučaju sumnje u zloupotrebu ili ako sa pretplatnikom ne može da uspostavi kontakt.

Ponuđač isključuje GPS/GSM modem iz mobilne mreže ako ponuđač ili koncesionar odn. njegovi ugovorni partneri utvrde da se pretplatnička kartica koristi u GPS/GSM modemu ili bilo kom drugom terminalu koji je ukraden, zloupotrebljen ili otuđen na protivpravni način ili ako utvrde da se pretplatnička kartica koristi na nekom drugom terminalu koji nije GPS/GSM modem.

U slučaju uništenja, gubitka ili krađe GPS/GSM modema ili druge ugrađene opreme, pretplatnik je dužan da o tome odmah pismenim putem obavesti ponuđača, a u slučaju krađe, i policiju.

U slučaju prijave uništenja, gubitka ili krađe GPS/GSM modema ili druge ugrađene opreme, ponuđač će onemogućiti korišćenje SIM kartice. Ponuđač će to učiniti najkasnije za 24 časa posle primljenog obavještenja pretplatnika. Eventualni troškovi obavljenih usluga u periodu do stvarnog isključivanja padaju na teret pretplatnika.

U slučaju uništenja, gubitka ili krađe GPS/GSM modema ili druge ugrađene opreme, pretplatnik je dužan da ponuđaču plati iznos koji odgovara vrednosti nove opreme po trenutno važećem cenovniku ponuđača.

ZAŠTITA PODATAKA**22. član**

Podaci, koji se odnose na pretplatnički odnos, predstavljaju poslovnu tajnu ponuđača.

or, in the case of rented equipment, until the equipment was returned to the provider on the day of dismantling, or until the full value of the rented equipment has been paid to the provider.

Either contracting party may terminate the subscription relationship without notice if it determines that the other party is violating the provisions of these General Terms and Conditions, the Subscription Agreement, or applicable regulations. Temporary suspension in accordance with Article 20 of the General Terms and Conditions does not constitute a breach of contract by the provider.

The provider may, at any time and without notice, terminate the subscription relationship if insolvency or compulsory procedures have been initiated or completed against the subscriber, such as compulsory settlement, bankruptcy, liquidation, deletion from the court register, or any other procedure due to insolvency or compulsory termination, or if the provider otherwise determines that the subscriber has or may have difficulties in terms of business operations or fulfilling contractual obligations

Article 19

By signing the Subscription Agreement, of which these General Terms and Conditions form an integral part, the subscriber gives prior consent to the transfer of the Subscription Agreement from the provider to any affiliated company (i.e. a company that is directly or indirectly the majority owner of CVS Mobile, or a company that is majority-owned by the indirect or direct majority owner of CVS Mobile, or a company majority-owned by CVS Mobile, or a company controlled by CVS Mobile), of which the provider shall notify the subscriber.

Upon transfer of the agreement, the contractual relationship between the provider and the subscriber is transferred to the transferee and the subscriber as of the date specified by the provider in the notice of transfer to the subscriber, which may not be later than the date of the notice. After the transfer, the Subscription Agreement shall be binding on the transferee and the subscriber, as well as their legal successors, statutory representatives, and authorised agents.

Article 20

The Provider reserves the right to disable access to data in the Central Database to the Subscriber if he does not fulfil due liabilities, for all the Subscriber's vehicles where the CVS Mobile system has been installed. For the period when the access to data is disabled, the Subscriber is nevertheless obliged to pay for all his liabilities to the Provider (subscription fee, leasing fee, and other), specified in the agreement and the current price list. After full payment of all outstanding liabilities, the Provider is required to enable access to data in the Central Database for the Subscriber, whereupon the Provider is not liable for the data in the period when the Subscriber's access to the Central Database was disabled.

If the subscriber fails to settle any part of their obligations within three months from the due date, the provider is entitled to disconnect the SIM cards from the mobile network. Such disconnection also constitutes termination of the subscription relationship by the provider without a notice period, thereby ending the contractual relationship.

In the event of such termination by the provider, the same consequences for the subscriber apply as those set out in paragraphs 4 and 6 of Article 18 of these General Terms and Conditions. It is irrelevant when the provider disconnects the SIM card or withdraws from the agreement, and it is likewise irrelevant when the three-month non-payment period expires; even if the provider disconnects the SIM card or withdraws from the agreement, or if the three-month period expires after the expiry of the commitment period, this does not affect the subscriber's obligation to pay as stipulated in paragraphs 4 and 6 of Article 18 of these General Terms and Conditions.

TERMS FOR DISABLEMENT OF SERVICE**Article 21**

The Provider may temporarily prevent the use of the CVS Mobile service in case of suspected abuse or if he can not make contact with the Subscriber, with the purpose of protecting the Subscriber's interest or preventing abuse aimed at the Subscriber.

The Provider shall discontinue the GPS/GSM modem from the mobile network if the Provider or the concessionaire, or its contractual partners, establish that the subscription card is used in the GPS/GSM modem or any other terminal which has been stolen, abused or disposed of in an illegal way, or if they establish that the subscription card is used on any other model which is not the GPS/GSM modem. In case of destruction, loss or theft of the GPS/GSM modem or any other installed equipment, the Subscriber is required to notify the Provider thereof in writing, and in case of theft, also the police.

In the event of a report of the destruction, loss or theft of the GPS/GSM modem or any other installed equipment, the Provider shall disable use of the SIM-card. The Provider shall do this no later than 24 hours following receipt of the Subscriber's notification. Any costs for services used during the period until the actual disconnection shall be borne by the Subscriber.

In case of destruction, loss or theft of the GPS/GSM modem or any other installed equipment, the Subscriber is required to pay to the Provider the amount equivalent to the value of new equipment in line with the current price list of the Provider.

DATA PROTECTION**Article 22**

The data related to the subscription relationship constitute a business secret of the provider.

Ponudač će podatke u vezi sa pretplatničkim odnosom sakupljati, obrađivati i koristiti u skladu sa propisima o čuvanju ličnih podataka i koristi ih samo za zaključivanje, izvođenje, smanjenje i prekid ugovora sa pretplatnikom, obračunavanje usluge CVS Mobile i izdavanje računa.

Ponudač će dobijene podatke koristiti samo za nesmetano sprovođenje pretplatničkog odnosa i za analize tržišta.

Prihvatanjem ovih opštih uslova, naručilac daje saglasnost ponudaču da podatke u anonimnom obliku može dalje da obrađuje i koristi u svrhu analitike u transportu ili tako obrađene anonimizovane podatke da šalje u obradu trećim licima u svrhu analitike u transportu.

Zbog nesmetanog sprovođenja pretplatničkog ugovora, pretplatnik daje ovlaštenje ponudaču da sme da, u cilju nesmetanog sprovođenja pretplatničkog ugovora i naplate duga eventualnih dospelih otvorenih potraživanja koje ima prema pretplatniku, bilo kada i od bilo kog organa, institucije, poslodavca, banke ili drugog rukovodioca ličnih podataka, dobije zahtevane podatke, sa svrhom proveravanja podataka navedenih u ugovoru o sklapanju pretplatničkog odnosa odn. za utvrđivanje njihovih izmena.

Sigurnost prenosa podataka preko mobilne mreže i razgovora za vreme uspostavljene veze zavisi od tehničkih mogućnosti i uslova koncesionara i njegovih ugovornih partnera.

Ponudač brine o tome da pretplatnikovi podaci u Centralnoj bazi podataka budu obezbeđeni odgovarajućim merama i tehničkim metodama. Pristup ovim podacima ima samo pretplatnik, odgovarajući državni organi, ako za to imaju zakonsku osnovu i ponudač kao operater sistema za potrebe servisiranja sistema, nudenja korisničke podrške i sastavljanja mesečnih izveštaja za pretplatnika.

Ponudač može da, zbog sopstvene promocije, objavi podatak o postojanju pretplatničkog ugovora i broju instaliranih GPS/GSM modema odnosno druge ugrađene opreme i osnovne podatke o pretplatniku (naziv, sedište).

Ponudač zadržava pravo da podatke o vozilu izbriše iz Centralne baze podataka nakon što prođe 45 dana od demontaže opreme iz vozila. Prije isteka ovog perioda za brisanje podataka i pod pretpostavkom da je ugovor još uvijek na snazi, pretplatniku je omogućeno da prenese podatke kako bi ih mogao sačuvati za buduću upotrebu.

ZAVRŠNE ODREDBE

23. član

Pisma ovih opštih uslova šalju se na adresu navedenu u ugovoru o pretplati ili na novu adresu koju jedna ugovorna strana pismeno saopštava drugoj ugovornoj strani. Dostava se ovim smatra izvršenom, čak i ako adresat nije preuzeo pismo.

Ugovorne strane će rešavati sporazumno eventualne sporove koji bi proistekli iz pretplatničkog ugovora. U suprotnom, za sporove je nadležan sud u Doboju.

24. član

Ponudač zadržava pravo na izmenu ovih opštih uslova, pod uslovom da o izmenama barem 8 dana pre početka stupanja na snagu obavesti pretplatnike i to tako što na internet strani <https://www.eurowag.com> objavi nove opšte uslove.

Ukoliko pretplatnik nije saglasan sa izmenama odnosno dopunama opštih uslova, može da odustane od pretplatničkog ugovora. Odustajanje stupa na snagu odmah.

Ukoliko ponudač ne dobije izjavu o odustajanju u roku od 30 dana od datuma kada je obavestio pretplatnika o izmenama i dopunama u skladu sa prvim stavom ovog člana, računa se i pretplatnik to izričito potvrđuje da pretplatnik prihvata i saglasan je sa izmenama odnosno dopunama i opštim uslovima, a ugovorni odnos se posle isteka 30 dana od objavljivanja izmena i dopuna procenjuje u skladu sa izmenjenim odnosno dopunjenim opštim uslovima.

25. član

Potpisivanjem pretplatničkog ugovora pretplatnik potvrđuje da ga je njegovim potpisivanjem dobio i da je upoznat sa sadržajem ovih opštih uslova i da je saglasan sa njihovim sadržajem kao i sa cenovnikom i opisom usluge i drugim prilogima pretplatničkog ugovora i prihvata sve obaveze na ime njih.

U Doboju, dana 2. 2. 2026

The provider shall collect, process, and use the data related to the subscription relationship in accordance with the regulations governing the protection of personal data and shall use them solely for the conclusion, performance, amendment, and termination of the agreement with the subscriber, for calculating the CVS Mobile service, and for issuing invoices.

The provider shall use the obtained data only for the uninterrupted execution of the subscription relationship and for market analysis.

By accepting these General Terms and Conditions, the subscriber gives consent to the provider to further process and use the data in anonymised form for transport analytics or to submit such anonymised data for processing to third parties for the purpose of transport analytics.

For the uninterrupted execution of the subscription agreement, the subscriber authorises the provider to obtain, at any time and from any authority, institution, employer, bank, or other personal data controller, the required information for the purpose of verifying the data stated in the agreement on establishing the subscription relationship or determining changes to such data, and for the purpose of collecting any overdue outstanding claims the provider may have against the subscriber.

The security of data transmission over the mobile network and of communications during an established connection depends on the technical capabilities and conditions of the concessionaire and its contractual partners.

The provider shall ensure that the subscriber's data stored in the Central Database are protected by appropriate measures and technical methods. Access to such data is granted only to the subscriber, the competent public authorities if they have a legal basis, and the provider as the system operator for the purposes of system maintenance, customer support, and preparation of monthly reports for the subscriber.

For the provider's own promotional purposes, the provider may publish information regarding the existence of the subscription agreement and the number of installed GPS/GSM modems or other installed equipment, as well as basic subscriber information (name, registered seat).

The provider reserves the right to delete vehicle-related data from the Central Database after 45 days from the date of equipment dismantling from the vehicle. Before the expiry of this period and on the assumption that the agreement is still in force, the subscriber is enabled to transfer the data in order to preserve them for future use.

FINAL PROVISIONS

Article 23

Letters under these General Terms and Conditions shall be sent to the address stated in the Subscription Agreement or to a new address that one contracting party communicates to the other in writing. Delivery shall be deemed effected even if the addressee has not taken receipt of the letter.

The contractual parties shall solve any disputes which may arise from the subscription agreement in an amicable way. On the contrary, the competent court for disputes shall be a court in Doboju.

Article 24

The Provider reserves the right to amend these General Terms and Conditions, provided that he notifies subscribers at least 8 days before the amendment becomes effective by releasing new General Terms on Conditions on the website <http://www.eurowag.com>.

If the Subscriber disagrees with the amendments, or supplements to the General Terms and Conditions, he may withdraw from the subscription agreement. The withdrawal is effective immediately.

If the Provider does not receive a declaration of withdrawal within 30 days following the date when he informed the Subscriber about the amendments in line with the first Paragraph of this Article, it shall be considered, and the Subscriber explicitly confirms this, that the Subscriber accepts and agrees with the changes, or supplements, and the General Conditions and Terms, and the contractual relation shall be assessed in line with the amended General Terms and Conditions after the expiry of 30 days from the amendment notification.

Article 25

By signing this subscription agreement the Subscriber acknowledges that, by signing it, he has received and is familiar with the content of these General Terms and Conditions and that he agrees with the content along with the price list and service description and other annexes to the subscription agreement, and accepts all the obligations thereon.

In Doboju, 2 February 2026