

Concluded pursuant to Section 1746(2) of zákon č. 89/2012 Sb., občanský zákoník (hereinafter referred to as NOZ) between :

I.REX SERVICES, a.s., with registered office at Kamenice - Ládví, Liliová 223, Postal Code: 25168, District: Praha-východ, company ID No.:26711656, VAT No.: CZ26711656

Entry in the Commercial Register maintained by the Ministry of Industry and Trade in Prague, sec. B., insert 7779, hereinafter referred to as "provider" and the user

User:

Name / business name:

Residence / Headquarters:

Place of business, if different from the place of residence (correspondence address):

Company ID/SSN:

VAT ID:

Acting/represented by:
e-mail:

I. - Basic provisions

By this contract, the provider undertakes to provide the user with services according to the specification below and the General Terms and Conditions for the provision of services and the user undertakes to pay the provider the price according to the price list.

II. - Object of monitoring

The monitoring objects and the services provided are given by their list on the portal <https://online.rex.eu>. At the user's request, the provider will produce a printed list for a given date. Objects are added and removed according to the user's request.

III. - Technology

The technologies used and the services provided are listed on the portal <https://online.rex.eu>. At the user's request, the provider will produce a printable list as of a given date.

The SIM card provided by the provider shall remain the property of the provider at all times.

The user has been instructed in the proper use, operation and maintenance of the technology.

The test operation of the technology was carried out and duly completed.

IV. - Price

The price is set by agreement and its amount is determined with reference to the provider's price list. The price shall be paid to the Provider's account on the basis of the issued tax invoice. Sending of tax invoices:

☐ by e-mail to:

☐ by mail

V. - Communication and password

Where a telephone is used for communication, then regardless of the contact details specified in the header of this Agreement, the contact details shall apply:

Phone 1:		Person	
		:	
Telephone		Person	
2:		:	
e-mail 1:		Person	
		:	
e-mail 2:		Person	
		:	

In the case of guarding services, a contact connection and password for communication can be agreed separately for each object, this is then indicated on the portal <https://online.rex.eu>

VI. - Services provided:

The provider provides the user with services according to the list on the portal <https://online.rex.eu> (detailed specification of services is given in the price list and terms and conditions of the provider).

The User hereby expressly requests that the provision of services be commenced before the expiry of the period of 14 days which the User has to withdraw from the distance contract in the event that the User is a consumer in relation to the Provider. The user acknowledges that if he/she withdraws from the contract within the said period, he/she shall pay the provider the proportionate part of the price attributable to the services provided until the withdrawal.

VII - User Declaration

The user declares that:

- is aware that in the performance of its obligations under this contract, the provider may know and record the location of the monitoring object and the user agrees to this without reservation or objection and does not consider this to be an interference with its rights, especially its personal rights,
- if the monitoring object is used by a third party, the third party is notified of the fact referred to in point a) above, agrees to it without reservation

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and does not consider it to be an interference with his/her rights, in particular his/her personality rights; in order to prove the above, the user is obliged, if requested by the provider, to immediately provide the provider with the third party's written, unconditional consent. The same applies to changes to the object of monitoring.

VIII. - Protection of personal data

The User is aware that for the purpose of the performance of the contract, the Provider collects and processes his/her personal data, for which no further special consent is legally required. The Provider guarantees the processing and protection of data in full compliance with applicable legislation, in particular with Regulation (EU) 2016/679 (GDPR). If the user is in the position of a data controller and the provider is in the position of a data processor in relation to the user, the provider also guarantees processing in full compliance with the applicable legislation, in particular Article 28(3) of the General Regulation (EU) 2016/679 (GDPR).

All binding information on the processing of personal data can be found at: www.rex.eu/en/documents/

In accordance with the provisions of General Regulation (EU) 2016/679 (GDPR), no separate contract for the processing of personal data is concluded.

If the user is in arrears with payment of the price for more than 30 days, the provider is entitled to list the user in the registers of non-paying and unreliable companies (e.g. CERD, etc.).

IX. - Terms and conditions and price list of the provider

In the remaining part, the rights and obligations of the contracting parties under this contract are regulated by the General Terms and Conditions for the provision of services in the current version issued by the Provider (hereinafter referred to as the "T&C") and in the price list of the Provider's services, to which the Provider and the User hereby refer and with which the User was acquainted before signing the contract and the provisions contained therein, in particular the provisions on contractual interest on delay and on contractual penalty (Article IX of the T&C) are hereby expressly accepted by the User in accordance with the provisions of Section 1753 of the NOZ. Any deviating provisions in this contract shall prevail over the wording of the T&C.

The User acknowledges that the Provider is entitled to change the T&C and/or the price list. The Provider shall notify the User of the change in writing or by email or by posting it on www.rex.eu. The change shall be effective on the 7th day after posting it on www.rex.eu. If the User does not agree with the change, the User is entitled to terminate the contract within 30 days from the date of posting the change. The notice period is 14 days from the receipt of the notice by the provider. During the notice period, the original T&C is valid and the provider provides the user with the services at the price valid before the price list change.

Deviating arrangements from the T&C:

X. - Final Provisions

This contract is concluded for a period of

The rights and obligations of the parties shall be governed by the law of the Czech Republic, in particular the relevant provisions of NOZ, and the default language of the contract is Czech. In the event of translation of the contract into another language, the Czech version shall prevail in the event of discrepancies in the translation.

A contract concluded for an indefinite period may be terminated by either party. The notice period is 1 month and starts on the first day of the following month.

The User declares that he/she is fully aware of all his/her rights and obligations under this Agreement, including where and how they are exercised, and that he/she has been duly informed of his/her rights and obligations by the Provider. This Agreement is executed in two counterparts, one for each of the parties to this Agreement. By concluding the contract, the user expressly agrees to the provisions contained in the T&C and the price list.

The parties agree that their legal actions contained in this Agreement shall have and produce only the legal consequences expressed herein and the legal consequences arising by operation of law. The parties hereby expressly exclude, a contrario, the application of the provisions of Sections 545 and 558(2) of the NOZ. Therefore, neither the custom, established practice of the Parties nor commercial practices generally or in the industry shall apply to this Contract. With reference to Sections 1751(2) of the NOZ and 1740(3) of the NOZ, the Provider excludes the conclusion of the Contract with reference to the User's terms and conditions and/or the conclusion of the Contract with an amendment or deviation.

In On
On behalf of the provider
1.REX SERVICES, a.s.:

In On
In Person/Name/On behalf of