Smartform Service Terms and Condidtions

Last update: 13th October 2017

We are happy for your interest in Smartform Service, which brings comfortable and reliable postal address input into all kinds of desktop, mobile and web applications.

This is an English translation of Czech version of Terms and Conditions. In case of any differences between the two version, the Czech version will be taken into account.

1 Introduction

Your use of the Smartform Service (hereinafter the Service) is subject to these Terms and Conditions (the Conditions). Conditions govern the relationship between you (the Purchaser) and Jan Gargulák (the Supplier), residing on the address 5. května 1210/17, 470 01 Česká Lípa. The Supplier acts on behalf of an association of individuals called Trixi . The Supplier is an authorized Service provider.

The Supplier commits himself to a decent and fair behavior towards all parties.

As a user of the Service (hereinafter User) is considered anyone who makes a registration (the Registration) using the form in the administration application available on the web at https://secure.smartform.cz/admin (hereinafter Administration application).

2 Usage

Use of the Service is governed by these Terms, and each User is obliged to adhere to these conditions. If the User acts on behalf of his employer or any other organization the the User is obliged to make sure that the organization is willing and able to accommodate all points of the Terms.

3 Smartform for Web Forms

This part of the Service is presented on our website here: http://www.smartform.cz/pro-web/

3.1 Usage per Domain

After completing the registration, the User must specify the list of domains where he intends to consume the service. This can be done in the Administration application too.

The Service is always used from a specific domain (eg. example.com). The Service can be used on multiple domains. On each domain a different type of the Service can be run (see next chapter).

The Service is available from all sub-domains of the chosen and registered domain. The Service is also available from any relative path on any of those sub-domains. For example, let's consider we registered the domain *my.example.com.* Then you can use the service from all of these URLs:

- http://my.example.com/index.html

- http://sub1.sub2.my.example.com/dir1/dir2/index.html

- https://secure.my.example.com/dir1/test.html

The service can not be used from a domain that has not been registered. The only exception is the domain http://localhost, which is registered by default. The User can ask anytime to be granted any number of free domains for development and testing purposes.

3.2 Smartform for Web Forms – pricing packages

There are two packages: Start and Business.

Business package is a full and paid version of the service::

1) Has no functional limitations.

2) It is charged at CZK 99 per month (VAT not included)

3) Comes with a technical support by e-mail/telephone .

Start package is available free of charge, but with the following restrictions:

1) Compared to the Business package lacks the following features:

   a) callback for the on-going validation

   b) the ability to change the maximum number of suggested items

   c) on-the-fly validation status of the postal address

2) Maximum of 1000 addresses entered in the last 30 days. Entered addresses are counted separately for each domain. After the limit is exceeded, the User of the domain is offered a Business package. In the case of non-acceptance of the offer the Service will be suspended on a given domain for 3 days or until the count of the adddress goes below the limit.

3) At the bottom of every suggestion-box which is part of the Service there is a link to the site of Smartform.cz.

4) Each implementation of the Service must be placed on the website freely available to all Internet users. In particular, may not be covered under any form of selective registration (eg. paid registration), or on an intranet or any other form of isolated networks. This does not apply for development and testing purposes.

5) The User gives the Supplier permission to use its corporate logo, solely for the purpose of presentation of the fact that the User uses the Service. No other use of the logo is allowed.

6) There is no phone support.

Moreover, there is a Trial version of the Service. It can be freely activated separately for each domain, and has a maximum duration of 14 days. With the exception of the time limitation the Trial version is identical to the Business package.

4 Smartform Web Services

This part of the Service is presented on our website here: http://www.smartform.cz/web-service/

4.1 Introduction

This is a classical Web service that can be called from any application. The communication is done via JSON over HTTP(S). To be able to call the Web Services, the User is required to present a unique password which he'll be given upon his request to the Supplier.

4.2 Technical documentation

Technical documentation of the Smartform Web Services is available in English:
http://www.smartform.cz/web-service/dokumentace-api-eng.html

Moreover the Supplier can supply samples of a source code for various platforms demonstrating the usage of the Service. All the source codes are provided with no warranty and the Supplier accepts no responsibility for any damage done.

4.3 Pricing

There is a separate document written in Czech language describing the current pricing. It is available on the web-site.

5 General Terms of Service

The Supplier permits Users use the Service under the following conditions:
1) Use of services is not in conflict with the law of the Czech Republic and possibly no other country where the service may be used.
2) The user does not change the content, appearance or visibility of any graphic element Services other than by the means indicated in official documentation. In particular, does not regulate the terms and visibility copyrights and Services logos .
3) Service may be used only as part of websites with honest content. Honesty content judged solely by the Supplier.
4) The user does not perform any other function modification services than those that are described in official documents.
5) Users nor any other entity is not permitted to resell the service directly to third parties without permission. On the other hand, it is permitted to resell the service indirectly, i.e. as part of a larger whole (eg. as part of a paid site).
6) Perform reverse-engineer, decompile, or other activities leading to the source code of the Service.

6 Changes in the Terms

The Supplier reserves the right, if necessary, to change the Terms and Conditions. After the change the new version will always be presented on the website at http://www.smartform.cz/obchodni-podminky.html. Users of all paid Services will be informed about any significant changes in the Terms and Conditions by sending an email to the address provided during registration. By using the Services after the change, the User agrees with all the changes. In case of disagreement with the current version of the Terms, the User may immediately terminate the usage of the Service.

7 Personal Data and User Data

User is obliged to provide truthful registration information (hereinafter referred to as User data). All data except e-mail, the user can change at any time via the Administration application. The user is aware that some User data are by the meaning of the Act. no. 101/2000 Coll. considered Personal data.

8 Protection of User Data

The Supplier collects and stores User data. All data is secured and the Supplier is making every effort to protect the data against unauthorized access by third parties.
The Supplier is obliged to handle the User data only in a wayspecified in these Terms. In particular, it will not be shared or sold.

9 Processing the User Data

The User gives permission to the Supplier to process, collect and monitor User data. The User's agreement is done at the moment of the registration. Agreement shall be valid for a period of 10 (ten) years from the date of approval.

10 Property rights associated with the Service

The Supplier is the owner of all property rights and copyrights to the software of the Service and its source code.

11 Copyrights to the source data

Data for the Czech Republic
Main data source comes from RÚIAN database managed by the Czech Office for Surveying, Mapping and Cadastre (ČÚZK). Ruian database is available free and without licensing restrictions.

List of the post offices comes from the website of the Czech Post, which is published without licensing restrictions.

Data for Slovak Republic
Main address source is from company Slovakia MAP Digital, Ltd. The usage of the data is covered by a written contract.
The list of post offices is downloaded from the site of the Slovak Post, which is published without licensing restrictions.

12 Authorisation

The Supplier by the Terms and Conditions grants to the users of the Internet consent to use the Service in accordance with these Terms. Operator is not responsible for the activities of service users and for the way they use it. Assumes no responsibility for any misuse of the Service users or third parties. The operator is not liable to the User or any third party for damages caused by the use of the Service.

13 Changes and Termination Services

Valid for any non-paid Services: The Supplier reserves the right to change the properties of the Service or discontinue the current version. Whether because of the complete cessation of services or transition to a new version.

Applies to any paid version of Services: The operator informs users about a substantial change in the properties of Services or its termination at least 30 days in advance. The information will be sent to the email address provided by the User during the registration.

Services in the transition to a new version: The previous version is marked as outdated and the Supplier will try to keep it in operation for at least six months using reasonable means. The Supplier reserves the sole right to determine the adequacy of the resources (reasonable means) and also the right to terminate an outdated version at its sole discretion. The Supplier adds no new features and only fixes bugs where critical in all outdated versions.

14 Conditions for end users and their privacy protection

End User of the Service (hereinafter End-user) means any entity that utilizes any Service in the form as it is presented by the User. The End-user is the one who enters his data into the Service.
The Supplier does collect and process the End-user data only as it is required by the nature of the Service.
The User is required to follow these rules with respect to the End-users :

- Deliver these Terms and Conditions upon End-user's request.

- To protect the privacy and rights of End-users. Above all, he is bound to have a proper clause on protection of the privacy of its users on his site.

15 Service Availability

The Service has guaranteed availability above 99.5%. The real long-term availability is around 99.9%.

16 Termination

The User is obliged to comply with conditions until this commitment is terminated either by himself or the Supplier.

User can terminate its commitment to compliance by simply terminating the use of the Service and delete all Service code from their information systems. The user does not need to inform the Supplier about the end of the use of the Service.

The Supplier may discontinue providing the service to the user without any warning in any of the following situations:

(a) The user has violated any provision of these Terms

(b) The Supplier must do so because of the law

(c) The Supplier experienced big and unexpected increase in operating costs.

(d) The further provision of the Service could by Supplier's honest opinion bring significant financial losses.

(e) Provision of the Services could bring security risks or major material-technical burden upon the Supplier according to his honest opinion.

Points (d) and (e) applies only to Users who use the non-paid type of the Service.