

Smartform Terms and Conditions

Last update: 9th June 2023

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 the Czech version of Terms and Conditions. In case of any differences between the two versions, 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 User is obliged to make sure that the organization is willing and able to accommodate all points of the Terms.

3 Service options

The service is available in two options - Smartform for web and Smartform API. A detailed description of both variants is available at <https://www.smartform.cz/dokumentace/uvod/>.

4 Smartform for web

4.1 Introduction

This Service option can only be used in web browsers. It offers:

- 1) Address autocomplete and validation
- 2) Email Validation

It is possible to use a discount for a link bar if the following conditions are met:

- a) A link to the Smartform.cz will be placed at the bottom of the autocomplete bar.
- b) The website must be accessible to all internet users without restriction and must not be hidden behind any form of selective registration, nor on the internet or any other form of isolated network

The service is free of charge for non-profit organizations.

In addition, the Service is offered in Trial and Development versions, through which it is possible to test Smartform for the web. The Trial version can be activated free of charge separately for each domain with a maximum duration of 14 days. Apart from the limited duration, this is the full version of all our services. The Development version is for testing and developing websites that use Smartform.

4.2 Usage

After the registration is completed, the User must still log in the Administration application the specific domains from which he intends to operate the Service.

The User always uses the Service from a specific domain (e.g. example.com). The User can use the Service on multiple domains. The User may use a different version of the Service on each domain (see next section).

If the User indicates that he intends to use the Service from a domain, it will be possible to use the Service from all subdomains and on all relative paths of that domain. For example, if the domain my.example.com is registered, the Service can be used 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 cannot be used on domains that have not been logged in by the User. The exception is the <http://localhost> domain, which is always allowed. At the User's request, other domains may be allowed for development purposes free of charge.

4.3 Pricing

The price for the services is:

- Autocomplete and validation of addresses - 149 CZK / month / domain
- Email validation - 49 CZK / month / domain

5 Smartform API

5.1 Introduction

It is a classic web service that can be called from any application (desktop, mobile, web). Communication is done in JSON notation over HTTP(S). In order to call the Service, the User must have a unique password, which will be assigned to him upon his request in the Administration application.

5.2 Technical documentation

The technical description of the Service is at:

<https://www.smartform.cz/dokumentace/smartform-api/uvod/>

In addition, the Operator can provide the User with source codes for various platforms that demonstrate the possibilities of using the Service. All source codes are supplied without warranty and the Operator shall not be liable for any damages.

5.3 Pricing

The price for using this Service option is based on the number of calls and is determined by the price list available at <https://www.smartform.cz/cenik-api/>.

6 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.

7 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.

8 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.

The use of the application involves the collection and processing of data that is designated as personal data in accordance with Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016 on the protection of natural persons with regard to the processing of personal data and on the free movement of such data and repealing Directive 95/46/EC. The Privacy Policy contains the privacy policy located on the Operator's website.

9 Withdrawal of consent

Any consent given by the User to the Operator under the provisions of these Terms is voluntary. The User is entitled to withdraw such consent at any time after Registration, in writing to the Operator's address or by email to info@smartform.cz, in which case the provisions of the Terms and Conditions that are conditional upon the User's consent shall not apply to the User. Upon withdrawal of consent, the Operator shall ensure that all User data is deleted from the Service Personal Data and the User's Account, and at the same time ensure that such data is not further processed or disseminated for the

purpose of further provision of the Service under these Terms and Conditions from the moment of withdrawal of consent.

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 the 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 the 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

The end user of the Service (hereinafter End User) means any entity that uses a particular implementation of the Service as placed on its website by the User.

In no event shall the Operator collect or process End User Data other than as directly implied by the nature of the Service.

The User shall comply with the following with respect to End Users:

- Provide the End User, upon request, with a copy of these Terms and Conditions.
- Protect the privacy and rights of End Users. In particular, it shall have a proper clause on its website to protect the privacy of its End Users.

The purpose, duration of processing of End Users' personal data, together with their rights and other terms and conditions, are further governed by the Privacy Policy located on the User's website.

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.