# Terms and Conditions

Last update: 24.7.2026

# 1 General Provisions

The use of Smartform services (hereinafter: "Service") is governed by these Terms and Conditions (hereinafter: "Terms"). The Terms regulate the relationship between you (hereinafter referred to as the "User") and **Smartform s.r.o.**, ID No.: 21776288, registered office at Lomnického 1705/7, 140 00 Prague 4, represented by Jan Herold, Managing Director, registered in the Commercial Register maintained by the Municipal Court in Prague, Section C, Insert 405074 (hereinafter: "Provider").

Any person who registers using the form in the administration application (hereinafter: "Administration") available at https://admin.smartform.cz is considered a User of the Service.

The Provider undertakes to conduct fair and respectful behavior towards all involved parties.

# 2 Use of the Service

The use of the Service is governed by these Terms, and each User agrees to comply with them. If the User represents their employer or any other organization, they are obliged to ensure that the organization is capable and willing to comply with all provisions of the Terms.

# 3 Service Variants

The Service is offered in two variants – 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 variant of the Service can only be used in web browsers on desktop or mobile devices. It offers:

1. Autocomplete and validation of postal addresses
2. Autocomplete and validation of company data
3. Email validation
4. Phone validation

The Service can be tested free of charge for the first 14 days in Trial mode. Activation is carried out by the User in the Administration.
For testing and developing websites that use the Service, the Development version can be used. Activation is performed by the Service Provider based on a request sent by the User to the email address info@smartform.cz.

The Service is free of charge for non-profit organizations under the NGO mode. Activation of this mode is performed by the Service Provider based on a request sent by the User to the email address info@smartform.cz.

## 4.2 Use on Domains

After registration in the Administration, the User must add specific domains to their account on which they wish to operate the Service.

The User always uses the Service from a specific domain (e.g., example.com) and may also use the Service on multiple domains simultaneously.

If a domain contains multiple subdomains, it is sufficient for the User to activate the Service only on the main domain. For example, if the domain my.example.com is added, the Service can be used from all of the following 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 registered by the User. The only exception is the domain http://localhost, which is always allowed.
Upon the User's request, additional domains may be allowed free of charge for development purposes.

## 4.3 Price

The price for using Smartform for web is specified in the price list available at: https://www.smartform.cz/cenik-web/.

## 4.4 Payment and Subscription

Smartform for web is provided on a monthly or annual subscription basis, according to the User's choice.

Payment is made by credit or debit card. After a successful payment, a tax invoice is issued to the User.

The subscription is automatically renewed for the next subscription period unless the User cancels it through the Administration before the end of the current subscription period.

The User may cancel the subscription at any time. Cancellation of automatic renewal does not affect the provision of the Service during the already paid subscription period.

If payment for the subscription renewal cannot be successfully processed, even after repeated payment attempts, the provision of the Services may be suspended.

The above payment terms do not apply where the Provider and the User have agreed in writing on an individual invoicing and payment arrangement.

### 4.5 Use of the Service on Platforms

The User may launch and implement the Service on supported e-commerce solutions (e.g., Shoptet, Upgates, Prestashop, etc.). A list of supported solutions is published on the Provider's website.

The terms of use for the add-on on the Shoptet platform are part of these Terms and are provided in the Attachments.

## 5 Smartform API

### 5.1 Introduction

Standard web service that can be called from any application (desktop, mobile, or web). Communication is conducted in JSON format over HTTPS.

To use the Service, the User must be assigned a unique password, which will be provided upon their request in the Administration application under the "Smartform API" tab.

### 5.2 Technical Documentation

The technical description of the Service is available at:
https://www.smartform.cz/dokumentace/smartform-api/uvod/

In addition, the Provider may supply the User with source code for various platforms that demonstrate the possibilities of using the Service. All source code is provided without warranty, and the Provider assumes no responsibility for any potential damages.

### 5.3 Price

The price for using this variant of the Service 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 Use of the Service

The Provider permits the User to use the Service under the following conditions:

1) The use of the Service must not conflict with the legal order of the Czech Republic or any other country where the Service may be used.

2) The User may not alter the content, appearance, or visibility of any graphical element of the Service except through means specified in the official documentation. Specifically, the User must not modify the wording or visibility of copyrights and the Service logo.

3) The Service may only be used as part of websites with honest content. The Provider exclusively determines the honesty of the content.

4) The User may not make any modifications to the Service's functions other than those described in the official documentation.

5) Neither the User nor any other entity is permitted to directly resell the Service to third parties without the Provider's consent. However, indirect resale is permitted, meaning the Service can be resold as part of a larger package (e.g., as part of a paid website).

6) The User is prohibited from performing reverse-engineering, decompilation, or any other activities aimed at obtaining the Service's source code.

## 7 Changes to the Terms

The Provider reserves the right to modify the Terms as necessary. In the event of any changes, the new Terms will be published on the website at http://www.smartform.cz/obchodni-podminky.html.

The User will be notified of any significant changes to the Terms by email, sent to the address provided during registration in the Administration.

By continuing to use the Service after the changes have been made, the User agrees to all modifications. If the User disagrees with the current version of the Terms, they may immediately terminate their use of the Service.

## 8 Personal Data and User Data

The User is required to provide accurate information during registration (hereinafter: "User Data"). The User may modify any of their data, except for the registration email,

at any time through the Administration application. To change the registration email, the User must contact the Provider via email.

The User acknowledges that some User Data may be considered personal data under Act No. 101/2000 Coll.

When using the application, data is collected and processed 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 (GDPR).

The conditions for personal data protection are specified in the Privacy Policy available on the Provider's website.

## 9 Withdrawal of Consent

Any consent granted by the User to the Provider under these Terms is voluntary. The User is entitled to withdraw this consent at any time after registration, either in writing at the Provider's address or via email at info@smartform.cz.

In such a case, the provisions of the Terms that are conditional upon the User's consent will no longer apply to the User.

Upon withdrawal of consent, the Provider will ensure that all User Data is deleted from the Service's Personal Data records and the User's Account. The Provider will also ensure that such data is no longer processed or disseminated for the purpose of providing the Service under these Terms.

## 10 Proprietary Rights Related to the Service

The Provider is the holder of all proprietary rights of the author to the Service's software program and its source code.

## 11 Copyright for Address Data

### 11.1 Data for the Czech republic

The primary address data is sourced from the RÚIAN database maintained by the Czech Office for Surveying, Mapping, and Cadastre (ČÚZK). The RÚIAN database is available free of charge and without licensing restrictions.

The list of post offices is sourced from the website of Česká pošta (Czech Post), where it is published without licensing restrictions.

### 11.2 Data for Slovakia

The primary address data is provided by MAPA Slovakia Digital, s.r.o. The use of this data for the operation of the Service is contractually secured.

The list of post offices is sourced from the website of Slovenská pošta (Slovak Post), where it is published without licensing restrictions.

## 12 Authorization to Use

The Provider grants Users of the global internet network a non-exclusive, non-transferable, and revocable license to use the Service in accordance with these Terms.

The Provider is not responsible for any actions performed by Users in connection with their use of the Service or for the manner in which Users use the Service.

The Provider assumes no liability for any misuse of the Service by Users or third parties. Users agree that they use the Service at their own risk.

The Provider is not liable to the User or any third party for any damages arising out of or in connection with the use of the Service.

## 13 Changes to the Service and Its Termination

### 13.1 Applicability to Any Free Version of the Service

The Provider reserves the right to change the features of the Service or discontinue the provision of the current version of the Service at any time, whether due to the complete termination of the Service or the transition to a new version.

### 13.2 Applicability to Any Paid Version of the Service

The Provider will inform the User of any significant change in the features of the Service or its termination at least 30 days in advance. The information will be sent to the email address provided by the User during Registration.

### 13.3 Transition to a New Version of the Service

In the event of a transition to a new version of the Service, the previous version will be marked as Deprecated. The Provider will use reasonable efforts to keep the Deprecated version operational for at least 6 months. The Provider reserves the exclusive right to determine the reasonableness of such efforts and also reserves the right to terminate the Deprecated version of the Service at its sole discretion.

No new features will be added to the Deprecated version of the Service. The Provider will only fix bugs in the Deprecated version that it deems critical.

## 14 End-User Terms and Privacy Protection

An end-user of the Service (hereinafter: "End User") is defined as any entity that uses a specific implementation of the Service as made available on a website by the User.

The Provider does not collect or process any End User data in any way other than as directly required by the nature of the Service.

The User is obligated to comply with the following in relation to End Users:

a) Provide the End User with a copy of these Terms upon request.
b) Protect the privacy and rights of End Users. Specifically, the User must have an appropriate privacy clause on their website regarding the protection of their users' personal data.

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

## 15 Service Availability

The Provider undertakes to maintain the Service with an availability of at least 99.5%. The actual availability typically remains around 99.9% over the long term.

## 16 Termination of the Obligation to Comply with the Terms

The User agrees to comply with the Terms until this obligation is terminated either by the User or by the Provider.

The User may terminate their obligation to comply with the Terms simply by ceasing to use the Service and removing all Service code from their information systems. The User is not required to inform the Provider of the termination of Service use.

The Provider may terminate the provision of the Service to the User without prior notice if any of the following situations occur:

a) The User has violated any provision of these Terms.
b) The Provider is required to do so by law.

c) Cooperation with any of the Provider's suppliers has been terminated, or the terms of such cooperation have significantly changed, forcing the Provider to modify the method or conditions of providing the Service.

## 17 Attachments

The following attachments are an integral part of these Terms and are available on the specified websites:

1. Terms of Use for the Shoptet Add-on