GENERAL TERMS AND CONDITIONS
or „What shall our co-operation look like…."

So that we understand each other…

Provider - we are the company Smartiple, s.r.o. with registered office, ID:

Customer - is a party to a contractual relationship, a natural person acting on his account, or a person lawfully acting on behalf of a legal entity

User - This is you, your employees, or any person providing us with valid login information.

Software (SW) - Parkinto application in a web or mobile version, the subject of which is the monitoring of parking spaces.

Duration of the contractual relationship - the period for which the provider will provide services according to these business conditions and the customer will pay the agreed payments for these services

GTC - these general terms and conditions, as well as their possible modified versions

License - is a non-exclusive license to use the software for one sensor under the conditions specified in these terms and conditions.

Parking place - a place defined by the User as a space intended for parking one user-defined means of transport

CPDP - are the conditions of personal data protection - a document regulating the handling of personal data provided by the Customer to the Provider in connection with the use of SW

PC - is a processing contract that the Provider has concluded with an external processor of financial services (collection of fees, issuance of accounting documents)

Account deactivation - is a restriction of the user's access to the account or all accounts. The user can only export invoices, costs, and contacts, or cancel his account.

Account cancellation - is the irreversible deletion of one or all user accounts and all data associated with the canceled account. Account cancellation is the cancellation of the Agreement.

Account suspension - no active licenses exist, but the previous licenses are still registered in the database

Continuous operation - something can always go wrong, so we guarantee the operation of SW min. 99.5% of the total time per year

HOW OUR COOPERATION WILL LOOK LIKE

Initiation of cooperation

1. The first step in establishing a contractual relationship between the Provider and the Customer is registration on the website www.Parkinto.com. The customer fills in the basic login data (his e-mail address and login password), thereby expressing his interest in using the software and at the same time agreeing to these GTC.
2. The Provider will send a confirmation e-mail to the Customer's e-mail address, which a) verifies the correctness of the data entered by the Customer and b) expresses the Provider's consent to the use of the SW by the Customer.
3. The customer's login data (e-mail) are registered on the Provider's server for a period of 48 hours. Should the Customer not confirm his interest in registering in the Provider's system, the contractual relationship between the contracting parties will not arise and the data provided by the Customer are removed from the Provider's database. This fact does not limit the Customer's right to repeat the registration at any time.
4. Should the customer be interested in using the software, he shall confirm this fact by logging in via the link provided in the e-mail message sent by the Provider. From this moment on, the Provider is entitled to handle the Customer's personal data in accordance with these GTC and the Principles of Personal Data Management and the Processing Agreement.
5. The customer is obliged to protect the access data to his account from misuse. The Provider is not liable for damage incurred by the Customer or a third party in connection with unauthorized handling of software, account, or data.
6. Subsequently, the Customer is obliged to fill in personal data on the Provider's website (section "Profile"), especially invoicing and payment data (payment card number from which payments for the use of the software will be made automatically), he can change his login details (e-mail and password), or add additional Users.

Services provided

1. The actual installation of the sensor, its operation, and ensuring the transfer of relevant information to the Provider (image) is the sole responsibility of the Customer and the Provider recommends that the commissioning of the system itself take place before the registration of the license.
2. The actual contractual relationship is established by providing the license (confirmation of the registration e-mail message as defined in art. 1.4. hereof)
3. Subsequently please follow the instructions on the website – connect and register particular sensors and define parking lots.
4. The Provider is not responsible for the installation of cameras, their operation, or for the processing, archiving, and use of real images taken by cameras, except for data processing of outputs according to the GTC (anonymous monitoring of parking spaces).
5. The Provider is not responsible for the actual usability of the parking space (whether the parking space is defined as sufficiently spacious or whether there are objective obstacles preventing proper use of the space for parking purposes) or the legality of the parking space (what the user defines, we monitor - we are not responsible for that he can fit in the defined place of the car, can drive there, or whether he is "allowed to park" in this place).

6. Although the Customer passes the image of the monitored area for processing to the Provider, the Provider does not control, store or monitor it in any way, the image information is used only for automated data processing.

How will the software be paid for?

1. Payments for the use of the SW are made automatically every month for which the Customer uses the SW.
2 . The first payment is made on the day the Customer registers the first license. Subsequent payments on the day (s) corresponding to the day of the first payment (eg the 1st day of the month).
3. The relevant amount (according to the number of used licenses) is automatically collected from the account associated with the payment card whose identification data was filled in by the Customer during registration. The Customer may change this payment card at any time in the "settings" section.
4. If the Customer uses several licenses, all services are charged to him in bulk in one billing period. Upon commissioning the second and subsequent licenses, the Customer is not immediately deducted the fee for the new license but is billed for the use of additional licenses according to the number of days he used the additional licenses, along with the regular billing period for the first license and payments for new licenses.
5. The Customer is responsible for ensuring that the account associated with the payment card specified in the Customer's registration will always have a sufficient financial balance required for payments for the use of the SW.
6. If it is not possible to make payment for the use of the software, the Provider is entitled to immediately suspend the provision of services, or to cancel the customer's licenses altogether. The contractual relationship ends at the end of the period for which it was paid. Until then, the provider provides services.
7. By concluding this Contract, the Customer acknowledges that the Provider is authorized to carry out financial operations (collection, control of individual payments) through a third party, based on the Processing Agreement. In such a case, the Customer agrees to provide the personal data held by the Provider to such a person - the processor and authorizes this person to dispose of the amounts according to this Contract).

The contractual relationship and its changes

1. The contractual relationship lasts and these contractual conditions are binding for the contracting parties from the moment of registration of the Customer until the deletion of his account. If the license is not active, the rights and obligations arising from the provision of services are suspended.
2. The Provider is entitled to unilaterally terminate the contractual relationship and stop providing services to the Customer at any time if it finds a breach of these GTC by the Customer, or if the camera systems used for the provision of services are misused.
3. If the Customer is interested in terminating the contractual relationship, he is obliged to contact the Provider's technical support, who will delete his account.
4. The Provider is entitled to unilaterally change the content of these GTC, POO, or ZS. In such a case, he is obliged to inform the Customer about the change always no later than one month before the new GBTC takes effect. The text of the new GTC will be sent to the Customer at the e-mail address provided during the Customer's registration. The GTC is considered approved by the Customer and binding for the contractual relationship at the

moment when the Customer does not cancel all licenses after receiving the modified text of the GTC.

Protection of personal data
1. The protection of the User's personal data is regulated by the Conditions of Personal Data Protection.
2. The protection of the personal data of the User's business partners is regulated by the Processing Agreement.

Applicable law
1. In the event of disputes arising from the contract, as well as in the case of disputes concerning the validity or existence of a concluded contract for the provision of a service and these terms and conditions, the parties shall:
2. He chooses the law of the Czech Republic as the applicable law.
3. They determine that the Czech courts have jurisdiction to decide.
4. In accordance with §89a of Act No. 99/1963 Coll. designated as the locally competent court in Prague.

Final provision

These terms and conditions are effective from Feb 1st, 2023.
1. The user agrees that commercial communications should be sent to him by the provider. This consent can be revoked at any time, whether for a single type of communication or all commercial communications.
2. The Parkinto application, including its mobile version, is in accordance with Act No. 121/2000 Coll. on Copyright, on Rights Related to Copyright, and on Amendments to Certain Acts, as amended (hereinafter referred to as the "Copyright Act"), a copyrighted work. The property rights to the application under the Copyright Act and under international copyright agreements concluded by the Czech Republic belong to the provider. This agreement does not grant the user any rights in connection with the provider's trademarks.
3. The User bears full responsibility for the data and content that the provided Application processes and undertakes to use the provided Application in accordance with the legal order of the Czech Republic.
4. The Provider is obliged to ensure the continuous operation of the Application.
5. Breach of the provider's obligation to ensure uninterrupted operation of the Application is not an interruption of operation of the Application caused by unavoidable objective reasons (eg power outage, internet connection point failure, etc.) or informed in advance directly in the Application, or by an email sent to the address provided by the User during registration.
6. The price is determined according to the current tariff price list listed on the Provider's website.
7. The Provider is entitled, after prior notice to the user, to change the conditions and prices of the offered services due to the introduction of new functions or inflation.
8. Support for the use of the provided service is provided only in electronic form (email communication, information on websites, etc.).