

# EASY FM s.r.o. Business, Technical and Licensing Conditions for Providing the SW KLID Service

These business, technical and licensing Conditions (hereinafter referred to as Conditions) define the rules agreed upon between the SW KLID Service Provider and the Client to this Service.

**By using this service, you confirm that you have read these Conditions and understand the content thereof and that you agree with these Conditions committing yourself to comply with them.**

EASY FM s.r.o. is entitled to continuously amend these conditions. It shall publish the new wording of these conditions at the latest within 15 days prior to the conditions becoming effective and these conditions shall be published on the [www.easyfm.cz](http://www.easyfm.cz) website and also on the [www.swklid.cz](http://www.swklid.cz) entry page and the Customer shall be informed within the same period via e-mail. The Customer is obliged to make himself acquainted with the new wording of the conditions – if he fails to declare to the Provider expressly that he rejects these conditions within 15 days from these new conditions' publishing date and if he goes on using the SW KLID service further on, then the new Conditions are being regarded as mutually accepted and effective from the date defined within the respective announcement about the new Conditions' effectiveness.

## 1. Definitions

„**Provider**“ – the trading company named EASY FM s.r.o., Company Register Number: 025 15 695, Tax Identification Number: CZ02515695, based at K sadu 754/2a, 182 00 Praha 8 – Czech Republic, file no. OR: Municipal Court Prague, Section C, Entry 219723 (hereinafter only referred to as the Provider).

**Contact data:** e-mail: [office@easyfm.cz](mailto:office@easyfm.cz); cellphone: (+420) 606 822 023

„**Customer**“ – natural or legal person using the Service provided by the Provider.

„**Partner**“ – Company Approved by the Provider which has the exclusive right to represent the Provider related to individual activities previously defined and related to the development, operation or sale of the Service. The exact list of individual partners forms an indispensable part of Appendix [no.2 Licensing Conditions – Partners of the Provider](#).

„**SW KLID Service**“ (hereinafter only referred to as Service) – enables the Customer to use the software for administrating and maintaining property and to do so via a web interface and abiding by the rules defined in the respective Conditions.

„**User**“ – person authorized by the Customer to use the service provided. The Customer has to make sure that the users use the service in accordance with the Conditions.

„**Role**“ – Roles of Users represent pre-defined roles that can be ascribed to Service Users based upon their work position or another criterion.

„**Customer Data**“ – these are information such as pictures, files or other data that the Customer adds to the Service.

„**Personal Data**“ – by this, we refer to any information related to a defined or definable data subject. Information about personal data processing are part of Appendix [no.3 to the Licensing Contract – Personal Data Processing](#).

## 2. Introductory Provisions

- 2.1. The Conditions define especially the mutual rights and duties of both the Provider and the Customer when providing the Service licenses, when providing service support connected to the Service, when providing the operation for the Service on the Provider's server (hosting services) and other mutual rights and duties of the Provider and the Customer. The Software serves especially for registering and managing Property, infrastructure and work environment; the more detailed specifications of the Service functionality and the technical Service specifications are listed on the swklid.cz internet address or on our partners' web.
- 2.2. Based upon the Licensing Contract, the service is being provided to the Customer only for being used on the Provider's server (via software as a service), with the Provider also taking care after launching, hosting and operating the Service under the conditions defined below.

## 3. Subject Matter of the Licensing Contract

- 3.1. The provider authorizes the Customer via the Licensing Contract to use the Service within the scope and in the manner defined below and the Customer commits himself to pay for the provision of this right to use a defined price (if it's about a paid tariff Service).
- 3.2. The Right is provided to the Customer for the period of effectiveness of the Licensing Contract and within the scope that corresponds to individual tariffs for the Service that is activated in relation to the Customer.

## 4. Concluding the Licensing Contracts

- 4.1. The Provider's offer, i.e. the opportunity to conclude a Licensing Contract is valid as long as it is displayed in the web interface. That's not limited to the Provider's option to conclude a Licensing Contract under the conditions agreed upon individually.
- 4.2. The Customer fills in the registration form on the swklid.cz web interface or on a partner's web and following that, a draft Licensing Contract is sent to him. The Customer sends the draft Licensing Contract to the Provider by ticking the box (the so-called check-box), i.e. by clicking the button „By ticking the box, I agree with the business, technical and licensing conditions" (*Zaškrtnutím souhlasím s obchodními, technickými a licenčními podmínky*). Data listed by the Customer in the draft Licensing Contract are being regarded as correct by the Provider.
- 4.3. The Customer acknowledges that the Provider is not obliged to conclude the Licensing contract, and this applies especially to persons who have previously

breached the Licensing Contract in a serious manner (including the Conditions).

- 4.4. The Customer agrees with using remote communication means in the course of concluding the Licensing contract.

## 5. Intellectual Property and license

5.1. Any copyright work, materials, trademarks and other components related to the Service website or to the Provider, or parts delivered in connection with the Service where the copyright protection applies, remain under any conditions within the property of the Provider or his Partners. The Customer is not entitled to use such protected content or materials unless he has the Provider's express permission. Furthermore, a permission relates only to the way of use that's described in the Conditions and to no other. The Customer may not copy, reproduce, distribute, commercially use nor make any other use of these materials or content, nor may he help/enable a Third Party to carry out the above-mentioned actions.

5.2. The Customer retains any intellectual property rights related to Customer data. The Provider does not gain any rights regarding Customer data.

- 5.3. The provider is the authorized user of all necessary licenses required for providing the Service. The Provider is also entitled to provide the use of these licenses to other persons, or to provide the Service with them using it.

## 6. Tariffs and service activation

- 6.1. To be able to use the Service, it is necessary to have the corresponding internet connection and a computer with a browser supported by the Service. The technical specification required for the service to work includes

- 6.1.1. Modern internet browser for Windows and other operation systems in the latest version (Internet Explorer in the version 10 or higher or the current Firefox, Opera, Chrome version)

- 6.2. The Customer is always being provided access to the Service in the role of an Admin to the respective Account, the Role and the overall number of accounts delivered as part of the Service depends upon the Service tariff (FREE, BRONZE PLATINUM, SILVER, GOLD, DIAMOND) with the exact specifications of the individual tariffs forming an integral part of Appendix [no.1 to the Licensing Contract – Current Provider Pricelist](#).

- 6.3. Following the activation of any paid service version for a Customer, the activation of the FREE version for such a Customer is not viable any more.

- 6.4. As far as the paid tariffs for the Service are concerned, the Customer is entitled to upgrade the tariff via the order form within the Service or through

the Provider's or Partner's customer hotline and to do so according to the offer at the date when the order is being made. The Customer is entitled to order a license for additional modules which is being done in the same way. The tariff upgrade or the activation of an additional module becomes effective on the date when the order is being made

- 6.5. Downgrading a tariff or deactivating a module can be carried out only via an application sent via electronic mail or via the Provider's or Partner's customer hotline. The tariff downgrade or the deactivation of an additional module becomes effective from the second accounting period onwards following the date when when the request for such a downgrade or deactivation is handed in. The tariff downgrade shall not be carried out, if the scope of requested tariff is actually surpassed on the date when the downgrade is to become effective.
- 6.6. The e-mail address inserted when ordering the Service and the auto-generated password serve for the first access to the Service on the [www.swklid.cz](http://www.swklid.cz) webpage. Users are entitled to change the password following their login into the Service. A new password may be generated if the user forgets it thanks to the User e-mail that's ascribed to an existing user within the Service.

## 7. Suspension of the Service

- 7.1. The Provider reserves the right to deactivate the Service provided to a Customer and to cancel his Accounts, if the Customer breaches these Conditions and the Provider is entitled to do so with immediate effect and also to erase Customer Data related to such a Customer without any storage period.
- 7.2. The Provider is entitled to suspend the service at any time wholly or partially, if he has reasonable doubt that using the Service represents a direct or indirect threat to the integrity of the Service or if it is necessary to appropriately prevent an unauthorized access to Customer Data.
- 7.3. The Provider is entitled to check the fulfilment of the duties posed to the Customer within this chapter.

## 8. Rights and Duties and the Customer's Responsibility

- 8.1. The Customer is entitled to use the Service according to these conditions.
- 8.2. The Customer obliges himself to carry out any measures necessary to prevent the Service being misused. The Customer is responsible for the results of such a misuse – if it actually occurs.
- 8.3. The Customer is responsible for any activities carried out when the Service provided is being used, this also refers to the activity of Users listed under his

account. The Customer is obliged to keep his accounts, the email-address and the password secret. The Customer is obliged to inform the Provider immediately about any option where the accounts might be misused or when the safety in relation to the Service might be under threat.

- 8.4. The Customer and the User are obliged to abide by the generally binding legal rules in the Czech Republic, to act in accordance with the principles of morality and ethical norms. It is especially prohibited for the customer and the Users to infringe the legally protected rights of the Provider and third persons.
- 8.5. The Customer may not publish, upload, send nor distribute via the Service any materials that are defaming, contain threats, which are obscene, which present a threat to the health, which are pornographic or illegal in any other way. Furthermore, materials that infringe or obstruct somehow, be it anyhow, the rights and duties of the Provider or of third persons and activities that can cause fear or inconvenience to anybody are prohibited as well. Neither the Customer nor the User may express vulgar, rough, sexist, racist or any other type of insulting opinion.
- 8.6. The Customer may neither use the Service to send SPAMs (i.e. mass e-mail send to addressees without their previously expressed consent) nor use the Service in any other way to molest third persons, especially via sending unrequested data repeatedly. This applies especially for the use of an automatic information regarding a planned cleaning/maintenance.
- 8.7. The Customer is not entitled to establish any copies of the Service surpassing this scope, neither is he entitled to change the Service program code or its parts, or unblock, disturb or circumgo Service protective measures (or to carry out attempts aiming at this).
- 8.8. The Customer commits himself that you will not carry out steps that will hamper the functions or the safety of the Service website, nor will you cause unjustified inconveniences to the Provider's employees or Partners.
- 8.9. The Customer declares that he will not impost himself as another person/subject, nor that he will intentionally distort his relation to another person/subject.

## 9. Remuneration for the Provider and Payment Conditions

- 9.1. The amount of the remuneration for the Provider is defined by the Service pricelist valid on the day when the order is made and according to the Service tariff agreed upon. The customer is obliged to pay the defined remuneration always until the first day of the respective accounting period.
- 9.2. The Customer may be informed in advance by the Provider about the software license period running out, this is done most frequently (1) one month prior to such a period ending.

- 9.3. The remuneration is always due on the first day of the accounting period, with the exception of the first accounting period when the remuneration falls due on the 14th day of this accounting period.
- 9.4. The accounting period lasts one month and the first accounting period starts on the day when the first order for a paid Service is being placed by the Customer.
- 9.5. The Provider is a value-added-taxpayer (hereinafter only referred to as „VAT“). Thus, the VAT shall be added to any amounts in accordance to the generally binding legal rules.
- 9.6. In case of a bank transfer, the Customer is obliged to pay the remuneration to the Customer using the respective variable symbol. In such a case, the Customer's commitment to pay the licensing remuneration, is fulfilled at the moment, when the respective amount is credited to the Provider's account.
- 9.7. If it is usual for the business relationship, the Provider issues a tax receipt – an invoice – related to the payments carried out and based upon the Licensing Contract. The Provider issues the tax receipt – the invoice to the Customer and he does so following the payment of the licensing remuneration and sends this document via electronic mail to the Customer's address listed in the Admin-account. The Provider sends the Customer a printed version of the tax receipt – of the invoice, if the Customer wishes this.
- 9.8. Following each twelve month period, the Provider is entitled to increase the remuneration amount for the next period according to the inflation rate expressed by the increase of the average annual consumer price index for the previous 12 months, as this indicator will be published for the respective month by the Czech Statistical Office.

## 10. Communication between the Customer and the Provider

- 10.1. Any service defects and any other requirements shall be reported by the Customer to the contact data listed on the Service website or via the internal Service helpdesk.

## 11. Service availability and guarantee exclusion

- 11.1. The Provider commits himself to guarantee an availability of the services during 99 % of the time within every month. This commitment is not breached, if a larger limitation occurs due to an obstacle which emerges irrespective of the Provider's will.
- 11.2. Service availability exceptions:
  - 11.2.1. Necessary equipment repair (maintenance, checks etc.)
  - 11.2.2. Safety upgrade
  - 11.2.3. New service version upgrade

- 11.2.4. Activities carried out based upon a Customer request and Customer-induced dropouts
- 11.2.5. Activities necessary to be carried out to prevent damage to the equipment or to the Service.
- 11.3. The Provider is not responsible for the availability of the service within the Internet due to the fact that this net is decentralized and consequently, without third party guarantees. The service can be prone to limits, delays or other problems caused by the internet or electronic apps being used. The provider is not responsible for these delays, fails within the system operation or other damages caused due to these limits.
- 11.4. The service may not be applied for the so-called „critical use“ (High Risk Use), if the failure or a dropout thereof might kill or injure people, cause material damages or harm the environment. The Customer commits himself to compensate damages caused to the Provider, if any third person would claim the compensation of damages caused due to the Services being applied for „critical use“.
- 11.5. For cases where a damage occurs to the Customer for which the Provider bears responsibility due to breaching his duties resulting from this Contract, a limitation of the entitlement to claim the compensation of such damages is agreed upon and this compensation with regard to all Customer claims for the compensation of damages by the Provider is being limited to the amount equaling one monthly remuneration paid by the Customer to the Provider in the accounting period during which the Provider’s duties are breached.
- 11.6. The Customer is to report the damage or the dropout in writing (electronically) by handing in an application for the assessment of the reported damage or the dropout and sending this document to the Provider’s or his Partner’s contact address, listing the date and time when the Service was unavailable or describing in detail the damage including its scope. The Complaint regarding the Service has to be made at the latest within 30 days from the date when the Service was unavailable.
- 11.7. The provider is not responsible for the harmless character of the Service, placed by any User within the Service in the course of the Service being used.
- 11.8. By concluding the Contract, the Provider does not take over any responsibility for the legal duties related to the Customer’s property management being fulfilled, especially with relation to carrying out tests, revisions or trainings, issuing documents, etc.

## 12. Licensing Contract Duration

- 12.1. As long as the Customer does not activate any paid tariff related to the Service, the Licensing Contract is concluded for an indefinite period of time

and any Contracting Party may terminate it via a notice of termination with this period being 1 month long and starting on the day following the date on which the notice of termination is delivered.

- 12.2. Activating any paid Service tariff, the Licensing Contract becomes a contract concluded for a definite period of time, i.e. for 1 year.
- 12.3. The Licensing Contract is also terminated at the moment, when any of the following conditions applies:
  - 12.3.1. if the Customer does not log in into the Service for more than 4 months during the activation of a FREE Service tariff;
  - 12.3.2. if the payment for the given service is not processed according to the valid tariff, and if this state endures in spite of the Provider's repeated notices for more than 2 months;
  - 12.3.3. if the Provider terminates the Licensing Contract via a notice of termination sent via e-mail and if this termination is due to the fact that the data about the Customer listed in the registration form where the provider marked these data as obligatory, are false or if they have been used without authorization;
  - 12.3.4. if the Customer breaches any of his duties defined in Chapter 8 within these Provisions;
- 12.4. Apart from the right for termination, the Provider is also entitled to claim a contractual fine amounting to the payment of one fee according to the Service tariff valid for the given customer.
- 12.5. Furthermore, the Licensing Contract ends, when the Customer expresses his discontent with the new Conditions and in such a case, this Contract terminates when the last day elapses on which the current conditions are effective.
- 12.6. On the day following the date when the Contract is terminated, any and all Customer data stored within the Service or by the Provider shall be erased.

## 13. Final Provisions

- 13.1. These Conditions are displayed on the Provider website and also on the Service homepage so that it is possible to archive and reproduce them.
- 13.2. The relations between the Provider and the Customer are governed by Czech law, especially by the provisions of Act No. 89/2012 Sb., Civil Code, as amended, and by Act No. 121/2000 Sb., Copyright Act, as amended and this is so in cases where their relations are not expressly defined by this document.
- 13.3. If a consumer dispute emerges between the Provider and the Customer, the Customer is entitled for an alternative dispute resolution. According to Act No. 634/1992 Sb., on Consumer Protection, the Czech Trade Inspection is



the alternative dispute resolution subject. Any details regarding the alternative dispute resolution are listed on the Czech Trade Inspection website [www.coi.cz](http://www.coi.cz). The CZECH TRADE INSPECTION is the general subject for the alternative resolution of consumer disputes. The Ministry of Industry and Trade may entrust also other bodies with the alternative resolution of consumer disputes and in this sense, especially professional associations are taken into account.

- 13.4. If any of the arrangements within these Provisions that can be separated from the other content becomes accidentally invalid, then this has no impact on the validity of other provisions. The Parties to this Licensing Contract commit themselves to provide each other mutual synergy to conclude an appendix to the Contract to replace the invalid part of the Contract by a new arrangement, and this shall be done within one month from the date when this need occurs.
- 13.5. No advice or information, be it oral or written, can generate a liability or a commitment not expressly defined in these Conditions.

These conditions become valid and effective on the date when they are issued.

Issued in Prague, on 19. 4. 2018