

## **TERMS AND CONDITIONS OF THE MUNIPOLIS COMMUNICATION ECOSYSTEMS FOR RECIPIENTS OF INFORMATION (CITIZENS)**

### **I. Subject of Agreement, License Arrangements**

1. These Terms and Conditions of the MUNIPOLIS communication ecosystem for recipients of information (citizens) (hereafter “Terms and Conditions”) were issued by MUNIPOLIS s.r.o., ID no. 291 98 950, with a registered office at Londýnské náměstí 886/4, 639 00 Brno, Czech Republic (hereafter “Provider”). The Terms and Conditions establish mutual rights and obligations of the Provider and the recipients of information in the course of facilitating communication between the user and the recipient of information, as defined below (hereafter “Agreement”).
2. The Provider is the creator and operator of the **MUNIPOLIS communications ecosystem**. This is a complex of communication and associated services provided to system users (in particular municipalities and publicly funded organizations; hereafter “User”) to secure effective and modern communication with recipients of information (who are in particular the citizens of the municipality in question) (hereafter “Recipient of Information”). The MUNIPOLIS communications ecosystem also serves to report incentives from Recipients of Information to the Users.
3. The MUNIPOLIS communications ecosystem consists of several modules and utilizes various communication channels. One of the tools of communication between the User and the Recipient of Information is the mobile app (hereafter “Mobile App”). **The Mobile App** is a computer program developed for the purposes of the MUNIPOLIS communications ecosystem. The Mobile App is free to download for iOS and Android platforms. Its use within the MUNIPOLIS is optional. In comparison to other tools (SMS, e-mail) it provides the Recipient of Information with the maximum amount of available information and setting options. Another important communication channel is the **Citizen’s Platform**. It is available via the web interface and it clearly displays the relevant data about the activity of both the User and the Recipient of Information (hereafter “Citizen’s Platform”). Communication may take place either directly through the e-mail address of the Recipient of Information or directly through their mobile phone in the form of SMS (which may also be requested within the Mobile App or Citizen’s Platform), whereas the modes of communication may be combined. The owner of intellectual property rights to the MUNIPOLIS communications ecosystem is the Provider.
4. The Recipient of Information is interested in receiving notifications sent by the User through the MUNIPOLIS communications ecosystem, and to receive additional services of the MUNIPOLIS communications ecosystem.
5. The Recipient of Information uses the MUNIPOLIS communications ecosystem from the moment of its installation from the installation package (in case of Mobile App), or as the case may be, from their visit to the Citizen’s Platform website, or the moment of registration of the Recipient of Information on the basis of the so-called information leaflet (hereafter “Information Leaflet”). The Recipient of Information is not entitled to use the MUNIPOLIS communications ecosystem before accepting these Terms and Conditions unless it concerns use for the purpose of accepting the Terms and Conditions. By accepting the Terms and Conditions the Recipient of Information requests immediate provision of performance under the Agreement.
6. After installation of the Mobile App, or as the case may be, within the frame of registration on the Citizen’s Platform, or while filling in the Registration Leaflet, the Recipient of Information has an opportunity to accept these Terms and Conditions. By accepting the Terms and Conditions the Recipient of Information accepts the Provider’s offer for concluding the Agreement and conveys their will to be bound by the Agreement, including the Terms and Conditions. The Agreement comes to full force and effect as of the moment the acceptance of the Terms and Conditions is sent by the Recipient of Information.
7. If the Recipient of Information refuses to accept these Terms and Conditions, the Agreement is not concluded, and the Recipient of Information is not entitled to use the MUNIPOLIS communications ecosystem in any other way than to accept these Terms and Conditions.
8. By acceptance of these Terms and Conditions the Recipient of Information confirms that they have been fully and duly acquainted with the Terms and Conditions, that they agree with them

without reservation and will comply with them while using the MUNIPOLIS communications ecosystem.

9. As of the moment the Agreement comes to full force and effect, the Provider grants to the Recipient of Information a non-exclusive and non-transferable right to use the MUNIPOLIS communications ecosystem for the purpose of using the MUNIPOLIS communications ecosystem services (hereafter "License"), for a period of copyright protection of the MUNIPOLIS communications ecosystem, however, no longer than for the term of this Agreement. The Recipient of Information undertakes to use the MUNIPOLIS communications ecosystem exclusively in compliance with these Terms and Conditions. The Provider grants the License without territorial limitation.
10. The Recipient of Information is not entitled to interfere in any way with the MUNIPOLIS communications ecosystem, to modify or translate it (including its source code), to include it in aggregate works, neither by themselves, nor through third parties, and they are not entitled to copy or otherwise extract the source code of the MUNIPOLIS communications ecosystem or any portion thereof, or to develop their own products based on the MUNIPOLIS communications ecosystem or to allow third parties to do so, and they are not entitled to decompile the MUNIPOLIS communications ecosystem or any portion thereof in any way. The Recipient of Information must not use the MUNIPOLIS communications ecosystem in a way resulting in harm to rights or legitimate interests of the Provider or User. If the Recipient of Information believes that tempering with the MUNIPOLIS communications ecosystem is necessary based on a statutory exemption from copyright protection of the MUNIPOLIS communications ecosystem, they will be obliged to notify this fact to the Provider before using it and to give the Provider an opportunity to handle the situation on their own or in cooperation with the Recipient of Information; otherwise the Recipient of Information will be liable for any damage caused to the Provider or to third parties.
11. The Recipient of information is not entitled to assign or sub-license the MUNIPOLIS communications ecosystem to third parties.
12. The Provider grants the license free of charge.

## **II. Rights and Obligations of the Provider**

1. The Provider continuously develops the MUNIPOLIS communications ecosystem based on their needs and incentives from Users, as well as Recipients of Information, and they reserve the right to change its functionality, appearance and other parameters from time to time.
2. The Provider undertakes to keep their technical solutions in such technical and operational condition so as to achieve common quality of telecommunication services using GSM network or other standards of telecommunication network, quality set by GSM standards and guaranteed by mobile operators.
3. The Provider is entitled to limit the provision of MUNIPOLIS communications ecosystem services, including its functionality, for the necessary time for serious organizational, technical or operational reasons and on the grounds of a force majeure event, but also for other important reasons. The Provider is entitled to cease provision of services in cases where the services are used by the Recipient of Information contrary to good morals, the applicable legislation, these Terms and Conditions and terms and conditions of services provided by mobile operators or other irreplaceable service providers.
4. The User may also send marketing notifications through the MUNIPOLIS communications ecosystem. The Recipient of Information may opt out of the marketing notifications at any time free of charge by clicking the relevant link provided in the delivered notification or by sending a notice to the e-mail address \_\_\_\_\_.
5. The Provider reserves the right to perform irregular updates (including possible hot fixes) and maintenance of the MUNIPOLIS communications ecosystem.
6. The Provider is entitled to suspend or terminate the use of the MUNIPOLIS communications ecosystem by the Recipient of Information, also without stating a reason (for convenience).

### **III. Disclaimer of liability of the Provider and User towards the Recipient of Information**

The Recipient of Information acknowledges that the Provider or the User are not liable for:

- the manner and results of processing an incentive submitted by the Recipient of Information or for the fact, whether such incentive will be subject to inspection at all,
- any damage caused as a result of a breakdown, repair or maintenance of networks of a mobile operator or another irreplaceable service provider or for any damage caused as a result of limitation or suspension of provision of services as a result of limitation or suspension of provision of services on the part of mobile operator or other irreplaceable services provider, e.g. as result of strike, local power outage, terrorist attack, natural disaster, other crisis situations etc.;
- any damage caused to the Recipient of Information in any manner by installation and use or lack of use of the MUNIPOLIS communications ecosystem, its unavailability etc., including any damage caused as a result of any activity of the Recipient associated with the MUNIPOLIS communications ecosystem.

### **IV. Rights and obligations of Recipients of Information**

- 1. The Recipient of Information undertakes to use the MUNIPOLIS communications ecosystem in compliance with these Terms and Conditions, the applicable legislation and good morals and standards of good, moral and ethical conduct in general, in compliance with the purpose of the MUNIPOLIS communications ecosystem. Furthermore they declare that for the whole term of use of the MUNIPOLIS communications ecosystem they will maintain all their personal and other data up to date.**
2. The recipient of Information undertakes to protect **the MUNIPOLIS communications ecosystem** from unauthorized access by third parties to avoid access to the Recipient's personal data or information or other protected data by third parties, or abuse of the MUNIPOLIS communications ecosystem.
3. The User's notifications themselves delivered through the **MUNIPOLIS communications ecosystem** are usually public and dissemination is thereof encouraged. However, the Recipient of Information acknowledges that the exact contents of the disseminated notification may be subject to copyright protection.
4. The Recipient of information is fully responsible for the contents and form of the notifications communicated by them, including copyright liability, since they may use the interface of the **MUNIPOLIS communications ecosystem** to enter reports of individual incentives into the system. The Recipient of Information acknowledges that their liability does not expire through any action of the Provider or the User.

### **V. Active communication of Recipients of Information**

1. The Recipient of Information is not a mere addressee of notifications within the MUNIPOLIS communications ecosystem, but they may also actively communicate through it. There are two ways they may be engaged in particular, either by responding to surveys or by submitting incentives.
- 2. When filling out responses or opinions in surveys the Recipient of Information undertakes to convey their true and solemn will in order to reach the purpose of communication with the User, i.e. acquisition of a relevant overview of the opinions of the Recipients of Information.**
- 3. The Recipient of Information is obliged to refrain from any conduct that may result in a different use of the MUNIPOLIS communications ecosystem than the declared purpose. They are in particular obliged to act in such a way that the system is not abused for their own benefit or for the benefit of third parties. Within the frame of reporting incentives they are obliged to make sure that their incentives do not harm the goodwill of the Provider or the Users, violate or threaten rights or legitimate interests of other natural persons or legal**

**entities. The incentives must not be grossly harassing, they must not be submitted dishonestly, and the contents thereof must not be in particular**

- **illegal goods or services – in particular, drugs, pornography, violence,**
- **endangering the intellectual, emotional or moral development of children,**
- **consumer loans,**
- **lotteries, betting and gambling,**
- **political parties and movements.**

**The Provider is entitled to intervene against any faulty action of the Recipient of Information, e.g. by erasure or non-publishing thereof.**

## **VI. Sanction provisions, termination of Agreement**

In case the conduct of the Recipient of Information within the MUNIPOLIS communications ecosystem damages or causes harm to the Provider, in particular by being contrary to these Terms and Conditions, the applicable legislation, to good morals, standards of good, moral and ethical conduct, or in case the Recipient of Information falsely fills in the information about them or about other matters and circumstances, the Provider will be entitled, after ascertaining the said facts, to suspend provision of services to the Recipient of Information and to claim compensation of the entire damage actually incurred, in particular contractual penalties and sanctions, which the Provider paid to third parties (government authorities, operators, other contract partners etc.) as a result of the conduct of the Recipient of Information.

The Provider is entitled to terminate the Agreement at any time even without stating a reason (for convenience) and without a notice period (effective immediately) by delivering a notice of termination to the Recipient of Information via any communication channel of the MUNIPOLIS communications ecosystem or in the form of cancelling their access to the communication channel of the MUNIPOLIS ecosystem.

The Recipient of Information is entitled to terminate this Agreement at any time by notice even without stating a reason (for convenience) and without a notice period (effective immediately) by delivering a notice to the Provider to their e-mail address according to these Terms and Conditions or in the form of cancelling their registration within the communication channels of the MUNIPOLIS communications ecosystem.

Termination of the Agreement will not affect the rights and obligations that by definition should survive past its termination.

## **VII. Final Provisions**

1. These Terms and Conditions form an integral part of the Agreement and define its contents.
2. Legal relations arising from the Agreement will be governed by the law of the Czech Republic.
3. Any disputes arising from the Agreement will be resolved by general courts of the Czech Republic, whereas the court having territorial jurisdiction will be selected in compliance with the procedural law of the Czech Republic.
4. In case any provision of these Terms and Conditions is invalid or ineffective for any reason, it will not cause invalidity or ineffectiveness of other parts of these Terms and Conditions.
5. The Provider will be entitled to unilaterally change or amend these Terms and Conditions. The Provider will make the new version of the Terms and Conditions accessible to the final Recipient of Information through any of the communication channels of the MUNIPOLIS communications ecosystem and will notify them thereof at the same time. The new version of the Terms and Conditions will come to full force and effect on the fifth (5th) day after the Terms and Conditions are made accessible by the procedure according to the preceding sentence. If the final Recipient

of Information does not agree with the new version of the Terms and Conditions, they will be entitled to terminate the Agreement by the procedure according to art. VII (2) hereof.

6. These Terms and Conditions come to full force and effect as of 01.01.2021.