

# General terms and conditions for Smart Prague web pages usage and privacy policy

## Article 1 – General Provisions

1.1. These General terms and conditions for Smart Prague web pages usage and privacy policy (hereinafter referred to as GTC) adjust rights and duties of the operator and users whilst utilizing services provided via <https://www.smartprague.eu> user interface (hereinafter referred to as web).

1.2. The web operator and offered web services provider is the company Operátor ICT, Plc, CRN: 027 95 281, based at Dělnická 213/12, 170 00 Prague 7, the Czech Republic, registered in the register of companies lead by the Municipal Court in Prague, point B, rider 19676 (hereinafter referred to as „operator“), which is alongside a system builder for pooling of ideas of „Mám nápad“ (hereinafter referred to as „Mám nápad“) and it's operator. The idea is understood as whichever proposal for a solution or suggestion. The idea should have a innovation potential in some of the key areas as defined in the Smart Prague 2030 concept - [https://smartprague.eu/files/koncepce\\_smartprague.pdf](https://smartprague.eu/files/koncepce_smartprague.pdf).

1.3. By a user within given GTC the user a natural person utilizing the web services.

1.4. Browsing, other utilization of the web or other prospective services being provided at the web the user agrees with GTC of the operator. GTC further govern the rights and duties of users whilst using the web and further related legal relations.

1.5. Employing the web the operator provides services to the users which enable natural persons to fill the Mám nápad form and submit it with their idea in electronic form via the web. The electronic form is registered, the contract between operator and user is concluded and the user becomes registered user, at the time the form is delivered to the system Mám nápad. The form is further processed and prepared for external assessors who secure exploitability and feasibilities of a given idea. Given ideas can be either adopted or pioneering.

1.6. These GTC can be changed by the decision of the operator and the change becomes effective the day of its publication on the web. In case users disagree with the change of GTC, they are entitled to the cancel of their registration. The user is obliged to acquaint oneself with up to date wording of GTC anytime utilizing the web services.

1.7. For registration purposes to utilize the system Mám nápad, filling the email to the system Mám nápad form, is sufficient. The operator has the right to terminate the registration of the user, which uses abusive words, phrases or text in the Mám nápad form and the registration of the user, which uses words, phrases or text, that can cause harm to the rights of the third parties as well. In the case the user uses words, phrases or text, that can constitute a crime, the operator will proceed in accordance with the relevant legal regulations. The registration ends at the time of delivery of the termination notification to the user's email.

1.8. The registration of the user ends:

- at the time of delivery of the final notification with the information about how the idea was dealt with after the assessment to the user's email,
- at the time of delivery of the cancellation request to the operator (email [smartprague@operatorict.cz](mailto:smartprague@operatorict.cz) ),
- following par. 1.7 of GTC.

1.9. The contract between operator and user is terminated at the time the registration is ended.

## **Article 2 – Copyright and Industrial Rights**

2.1. The user acknowledges that the web content is protected by copyright regulations and subsequent rules which conform to intellectual property protection. The user is not entitled to propagate, copy, distribute, sell, broadcast, change, adjust or in any other way intervene in the web content. The user is not entitled to use for commercial purposes neither they are entitled to these purposes the web content make accessible in any way. The user cannot use automatized procedures for collecting or any other utilization of the web content.

2.2. The user acknowledges that making accessible whichever of their contribution (text, visual, audio-visual or other) constituting an author's work attributes by the system Mám nápad form, grants the operator free of charge, non-exclusive, time and territory unlimited licence to utilize such contributions in any way, know at the time of it's creation, inclusive of project designs creation and particular solutions implementation based on given work.

2.3. The user acknowledges, that in case of making accessible a method or a technical solution, which could bear industrial property lineaments as per Act no. 527/1990 Coll., on Inventions, Industrial Designs and Improvement Proposals, as amended, in the system Mám nápad form, can become a given industrial property co-owner based on the co-ownership agreement between the user and the operator, thus up to a quota agreed upon following expenses for development, protection and further needs intertwined with the very existence and utilization of given industrial property. The nature of the given solution and possible variants of protection is to be determined by the operator based on the pprocedure in the system Mám nápad, upon which academic realm, which is competent to the industrial property questions, cooperates.

2.4. The user further acknowledges, that an author's work per Act no. 121/2000 Coll., on Copyright and Rights Related to Copyright and on Amendment to Certain Acts (the Copyright Act), as amended, is not theme (subject) of a work as such, the news of the day and any other fact as such, an idea, procedure, principle, method, discovery, scientific theory, mathematical and similar formula, statistical diagram and similar item as such.

2.5. Trademarks, commercial markings, figurative elements, design or applications placed on the web constitute the intellectual property of the operator and cannot be in no way employed without a prior written consent.

## **Article 3 – Technical Standards**

3.1. The operator is not liable for the impossibility of the web services utilization by the user if the user does not possess software or hardware equipment needed for using the web.

3.2. The operator secures the web against unauthorized strikes of third-parties, against virus attacks and the like. Nevertheless, the user acknowledges being obliged his PC be safeguarded in due form.

3.3. Whilst utilizing the web, the user cannot mask their IP address or otherwise guard or mask their geolocation.

3.4. The user is not entitled to try or inquire and test the web security or to breach technical security means of the web. The user is not further entitled to use automatized systems for downloading data from the web or tracking the web or other users. The user must not in any way reproduce or abuse procedures to monitor the web content. The user must not intervene by technical means into the web to overload, flood or deny its functionality.

3.5. Breaching the web, disrupting its security consent or its functionality or attempts of these unauthorized interventions will be considered legal regulations violation and addressed in accordance with the relevant legal regulations, with the fact that the operator is authorized to technically delimit further web utilization to such a user.

3.6. The operator takes no responsibility for third-parties' links as well as for whichever protection of users in the events of such links utilization they are forwarded to a third-party web page. In such a case the user should heed increased wariness when providing any kind of information to the third-party web page, chiefly the user should read over General conditions, protection of privacy regulations or such a third-party web usage conditions before anything else.

## **Article 4 – Privacy policy**

4.1. The controller of the personal data is the operator. Privacy policy conforms to the act no. 110/2019 Sb., on processing of personal data, as amended.

4.2. The user acknowledges, that the controller shall process data provided by the user in the system Mám nápad form.

4.3. The user acknowledges, that the controller is entitled to send the data provided by the user in the system Mám nápad form to the external collaborators (assessors) to the assessment.

4.4. Providing of personal data by the user is necessary for the performance of a contract.

4.5. The data provided by the user in the systém Mám nápad form shall be processed throughout the term of the contract.

4.6. Detailed information concerning the processing personal data by the controller can be found at: <https://operatorict.cz/osobni-udaje/> .

## **Article 5 – Final Provisions**

5.1. The legal relationship between the operator and the user adheres to the Czech law.

5.2. Considering the internet to be global where the web is operated every user is bound to adhere to, besides this GTC, all local legal norms of the country in which they are situated at the moment whilst using the web.

5.3. Should any of the provisions of these GTC be or become invalid or ineffective, this does not affect other provisions' validity or effectiveness.

5.4. The operator heeds copyrights and other rights preservation and requests the user to do so as well. In case that the user finds out about copyrights or other rights violation, they can send their notification about this suspicion to the operator to the email address stated in Art no. 4 par. 4.6.

5.5. The operator is entitled to intermit or terminally suspend any service of the web. By no means is the operator responsible for any loss caused by temporary or permanent unavailability of the web or any of its application.

This GTC comes into effect on 1<sup>st</sup> April 2021.