

ComAp Cloud Identity Terms of Use

(hereinafter referred to as the "Terms")

These Terms contain provision 7 (Warranties and Responsibilities) and 9 (Disclaimers) that the Services and CCI are provided without any warranty of any kind either express or implied, they are offered „as-is“ and „as available“.

The User acknowledges that if the login detail – his/her e-mail address that serves as username - for its CCI account, is not functioning, it is necessary to create a new CCI account and set its functionalities and rights to Services again, any data may not be retrieved.

1. Introduction

ComAp Cloud Identity is a single access point (hereinafter referred to as the "**CCI**") for the services and applications of ComAp a.s., with its registered office at U Uranie 1612/14a, 170 00 Prague 7 – Holešovice, Czech Republic, ID No. 161 88 667, (hereinafter referred to as the "**ComAp**"), as follows:

- WebSupervisor
- ComAp Portal
- Inteli Design Studio
- Spot Price Dispatch
- Any mobile application provided by ComAp in Apple App Store or Google Play Store

(together with CCI hereinafter referred to as "**the Services**").

These Terms concern the Services offered by ComAp to a user (hereinafter referred to as the "**User**"). The agreement concerning the use of the Services is made between ComAp and the User, and these Terms are applied to the use of the Services.

The Services may be governed by their own terms and conditions or terms of use, which take precedence over these Terms.

2. Services provider

The operator of CCI and the Services is ComAp, which is in accordance with Act. No. 121/2000 Coll., the Copyright Act (hereinafter referred to as the "**Copyright Act**") is entitled to exercise property rights to the content of the Services.

3. User

The **User** is any person or company which have an account with CCI. In case of more Users of one company, legal entity, each of the Users have his/her own log-in details.

4. Registration and change of registration

To gain access to the Services, the User is obliged to open an account. To create an account, use [sign-up](#) form.

For access to individual Services may be requested additional information about the User. By completing the required registration data, the User agrees to their processing in accordance with the [CCI Privacy Policy](#) (hereinafter referred to as the "**Policy**").

The User is obliged to keep the registration information for the account up to date, otherwise ComAp has the right to cancel the account, or to limit and / or suspend the User's access to the Services.

5. Rights of use

The User is entitled to use the Services and the information contained therein in accordance with these Terms and with the valid terms of the Services.

The User's authorization to use the Services begins when a user account is created with CCI, after providing registration details, other necessary data according to individual Services and approval of these Terms, [Policy](#), and any other conditions according to individual Services.

After creating a user account, ComAp grants the User a non-exclusive right to use the Services and materials created and / or provided in connection with their use, for the entire life of the account, unless access to the account is interrupted or restricted under these Terms or under the law or the e-mail address (used as user name) is no longer functioning.

Within the right of use, the User is not entitled to alter, modify, distribute, copy, sell or lend the Services or their parts, as well as information created by individual Services, or information and materials provided by ComAp, or otherwise dispose of them in any other illegal manner, including e.g. use for offering to third parties.

The User is not entitled to transfer the rights of use to a third party.

6. Access to Services and Service restrictions

Unless otherwise agreed between ComAp and the User, the User is at his own expense and risk responsible for all equipment necessary for the use of the Services, for any telecommunication and other connections, software and for ensuring the conditions for operation and making them available in accordance with the [requirements](#) of the user environment of the Services.

Notwithstanding what is stated regarding the limitation of the Service in these Terms, ComAp is entitled to decommission any Service temporarily or permanently, if necessary due to, among other things, information system maintenance, equipment care, obsolescence of the Service, replacement of the Service by another service, protection against attack or misuse of the Service or for any other comparable reason. ComAp will seek to ensure that the interruption lasts for as short a time as possible and in such a time and in such a way as to cause the least possible obstacles to the User. ComAp will notify the User in advance of planned interruptions or restrictions of the Services in advance, if possible, via ComAp website or e-mail provided during registration to CCI. ComAp reserves the right to permanently interrupt or limit the operation of any of the Services.

ComAp is always entitled to prevent the User from accessing any Service if the User uses the Services in violation of these Terms or if ComAp reasonably believes that the User uses any of the Services in violation of these Terms or other terms of a particular Service.

If a defect or failure occurs in any Service, ComAp will attempt to fix the defect or failure within a reasonable time after becoming aware of the defect or failure.

ComAp is not responsible for services provided by suppliers or third parties, such as infrastructure providers or telecommunications connection providers, that may cause loss, damage or disruption to the operation of the Services.

ComAp uses the so-called multifactor authentication to create the User account and to log into the User's account with CCI, consisting of entering the username (e-mail address), password and entering the code sent to the telephone number, authenticator application or e-mail address specified by the User.

7. Warranties and Responsibilities

THE SERVICES AND CCI ARE PROVIDED FOR FREE AS A VALUE ADDED SERVICE „AS-IS“ and „AS AVAILABLE“ WITH ALL FAULTS AND WITHOUT WARRANTY OF ANY KIND EITHER EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO THE WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AGAINST INFRINGEMENT OR THAT THE OPERATION OF THE CCI AND/OR SERVICES WILL BE UNINTERRUPTED OR ERROR-FREE.

FOR USING THE SERVICES AND CCI BY THE USER, COMAP SHALL NOT BE LIABLE FOR ANY LOSS OF PROFITS, LOSS OF USE, INTERRUPTION OF BUSINESS, LOSS OF DATA, FOR DIRECT OR INDIRECT, SPECIAL, INCIDENTAL, OR CONSEQUENTIAL DAMAGES OF ANY KIND.

IN CASE OF THE BAD INTENT OR GROSS NEGLIGENCE OF THE COMAP OR ITS EMPLOYEES IN CONNECTION WITH THE SERVICES AND/OR CCI LEADING TO THE INJURY OR DEATH THE LIMITATION OF THE LIABILITY SHALL NOT APPLY.

8. Technical Support

In case of problems related to the Services, Users may contact technical support either via email at support@comap-control.com or by phone at +420 246 012 666. Technical support is available on weekdays from 8:00 to 16:00 hours. Exceptions to customer support hours will be notified through the service's website at www.comap-control.com. Technical support is provided in Czech and English.

9. Disclaimers

COMAP IS NOT LIABLE FOR ANY ERRORS RELATING TO THE SERVICES OR ITS USE, FOR DEFECTS OR INCIDENTS, OR FOR RELATED LOSSES OR COSTS INCURRED DUE TO THEIR UNAVAILABILITY.

DURING THE SCHEDULED MAINTENANCE, INDIVIDUAL SERVICES MAY BE TEMPORARILY UNAVAILABLE. THIS DOES NOT GIVE THE USER ANY CLAIMS FOR ANY COMPENSATION OR REFUNDS.

Any of the Services may be replaced by another Service.

Individual Services are subject to continual development, which may require the need for additional adjustments and settings when updating or deploying new features. ComAp is not responsible for any such modifications, settings or deployment of new functionalities.

The User acknowledges that if the login detail to the CCI account, his/her user name, which is an e-mail address, is not functioning (is no longer in use by the owner of the e-mail address), it is necessary to create a new CCI account and set its functionalities and rights to Services again. For security reasons no reset of the CCI account is available in such cases and it is not possible to retrieve any data.

10. Service Rights and Intellectual Property Rights

Throughout the use of the Services, changes to them, as well as ownership and copyright to the new features and all other intellectual property rights of ComAp or authorized third parties, are provided only in connection with the rights of use under paragraph 5 of the Terms.

User may not alter, copy, modify, distribute, or otherwise develop the Services or any portion thereof. The user may not make any attempts to reverse engineer the code of the Services or use any tools that allow it, incl. decompilation.

The User owns all proprietary rights, including intellectual property rights, in relation to information and materials that the User has entered for himself into any of the Services or created through the Services. The User grants ComAp a non-exclusive license to these materials if the intellectual property rights are protected, and the right to use them for other materials for the purpose of providing the Services in accordance with the terms of the Services. The User is responsible for ensuring that he has all the necessary rights to such inserted content and by inserting them into any of the Services does not infringe the rights of authorized owners or authorized third parties. ComAp is responsible for ensuring that the information and materials the User has entered for himself into any of the Services are stored in a safe and appropriate manner, however, this does not include circumstances, when the User has no longer functioning his/her e-mail address that serves as a user name for login to CCI account and due to that is not able to retrieve its data from CCI account.

11. Security

The User is responsible for his information system and for the protection of privacy within the network.

ComAp is not responsible for the security of information within the general Internet network, nor for potential breaches or other factors with an impact on information security beyond its own control, which could disrupt the use of the Services or cause damage.

The User is obliged to notify ComAp without undue delay of significant risks or breaches in the field of information security or suspicion of such phenomena endangering use.

In such a case, the User shall immediately take steps to eliminate or mitigate the impact of the information breach. Otherwise, ComAp is entitled to prevent access to the Services or any of them.

The User is responsible for the use of the Service taken place with their login details. The User is obliged to keep his login details to CCI secret, store them carefully, not disclose them or have them accessible to other persons, sufficiently secure them and protect them from possible misuse.

12. Privacy

ComAp does not store the User's information or materials outside the EU / EEA within the Services.

Some Services may be subject to "Consent to Send Information" which shall be granted during registration with CCI or separately by management of your CCI account. The consent can be revoked at any time at the e-mail address support@comap-control.com. In some cases, withdrawal or non-consent could result in malfunction of some Services for which such consent is required or lower the level of comfort using CCI and/or its Services. For more information please see the [Policy](#).

13. Termination (deletion) of CCI account

You may request closing your CCI user account by sending e-mail to support@comap-control.com. The request must be sent from the e-mail address you use as a username of CCI.

Upon your request to delete your CCI account the Digital Office of ComAp shall contact you to agree any data transfer. **You shall have three (3) months to respond to data transfer as of the date the Digital Office sent the email. Otherwise, any data on your CCI account shall be deleted and may not be retrieved.**

14. Validity and changes to the Terms, applicable law

ComAp reserves the right to make changes to these Terms at its sole discretion.

The change shall be valid immediately after publishing the updated version of these Terms on ComAp website. The User has the right to give notice to terminate the Terms within 30 days upon publishing the updated version, subject to provisions on termination above.

ComAp will not notify the User of the change on ComAp website or in any other appropriate manner if the changes to the Terms only eliminate formal, grammatical and other minor deficiencies.

The User accepts these Terms without reservations, otherwise he is not entitled to use any of the Services specified therein.

These Terms are subject to the laws of the Czech Republic.

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