

General Terms and Conditions for the i-Boards Application

The mutual rights and obligations of the User and the Service Provider arising from the use of the Application are governed by these General Terms and Conditions:

1 Definitions

1.1 In these General Terms and Conditions:

1.1.1 “Service Provider” means the company Šimon Polan, Business ID: 08116440, with registered office at Rakovnická 373, Lišany 27052, Czech Republic.

1.1.2 “Application” means the web application named i-Boards, whose main functionalities include the electronic display of information with the possibility of user interaction, and which is accessible at <https://moje.inastenky.cz> and <https://my.iboards.ai>.

1.1.3 “GTC” means these General Terms and Conditions.

1.1.4 “Agreement” means the agreement concluded between the User and the Service Provider, the subject matter of which is the grant of a License to use the Application to the User under the conditions set out in these GTC.

1.1.5 “License” means a non-exclusive license to use the Application under the conditions set out in these GTC.

1.1.6 “User” means any legal entity or natural person other than the Service Provider who uses the Application.

1.1.7 “User Account” means the non-public area of the Application that is accessible to the User upon entering Login Credentials.

1.1.8 **“Organization” means an entity established by a User within the Application that functions as the basic organizational unit in which all work within the Application takes place, with the exception of User Account settings. One or more Users may have access to a single Organization based on access permissions configured within the Application.**

1.1.9 “Client Application” means the part of the Application that is installed on individual devices of the Organization or displayed via a web browser through the Application, and which mediates the display of content created within the Application.

1.1.10 “Login Credentials” means the unique combination of the User’s login name and a password chosen by the User, which the User stores in the Application’s database upon creating a User Account through the Application and/or which is automatically generated for the User by the Application.

2 Agreement Formation

2.1 The display of the button labeled “Register” in the user interface of the Application constitutes an offer to conclude the Agreement on the part of the Service Provider.

2.2 The User’s click on the “Register” or “Register with Microsoft account” button constitutes the User’s unconditional acceptance of the offer to conclude the Agreement, and the Agreement is concluded by this act.

2.3 By ticking the checkbox labeled “I agree to the General Terms and Conditions and the processing of personal data of the i-Boards application” and subsequently clicking the button referred to in Section 2.2, the User expresses consent to these GTC.

2.4 Upon conclusion of the Agreement, the following provisions of these GTC become effective.

3 Use of the Application

3.1 The Service Provider grants the User’s Organization a License to the extent and under the conditions set out in the user interface of the Application.

3.2 The License is non-transferable between Organizations.

3.3 The License of an Organization remains in force even if the User is no longer a member of that Organization.

3.4 In exchange for the grant of the License, the User undertakes to pay the Service Provider remuneration in the amount set out in the user interface of the Application in the “Settings” / “License” section.

3.5 The Service Provider is entitled to provide performance under the Agreement (e.g., to grant access to a specific part or functionality of the Application) only once the License fee has been paid; if the User fails to pay the License fee in full within the deadline set by the Service Provider, or otherwise immediately, the Agreement shall be cancelled from the outset without further action.

3.6 Upon expiry of the License term, the Service Provider is entitled to fully and/or partially restrict access to the Application functionality for the Organization to which the License belongs.

- 3.7 The User is entitled to create more than one User Account.
- 3.8 The User is entitled to create more than one Organization.
- 3.9 The User is not entitled to grant a sublicense to use the Application to any third party.
- 3.10 All financial payments made through the Application or a payment gateway linked to the Application shall be deemed paid upon the full amount being credited to the Service Provider's relevant bank account.
- 3.11 The Service Provider is entitled to take the Application or any part thereof offline, modify it, and/or make it inaccessible from the relevant web address at any time and for any reason.
- 3.12 The User is entitled to use the Application under the terms of the Agreement in the current version available at the relevant web address.
- 3.13 The User undertakes to use the Application in a manner that does not cause any damage to either the User or the Service Provider.

3.14 Use of Artificial Intelligence Services

- 3.14.1 The Service utilizes artificial intelligence (AI) models provided by OpenAI to support selected application features. AI functionality is only used in response to explicit user requests or actions and is never invoked automatically without user interaction.
- 3.14.2 By default, no personal data or confidential organizational data are transmitted to the OpenAI API. Such data are only processed if the user explicitly includes them in a prompt submitted for AI processing.

4 Fees for Use of the Application

- 4.1 Each newly established Organization has access to a fully functional version of the Application free of charge for 30 days. The 30-day trial period begins at the moment the Organization is created, i.e., upon clicking the "Create" button during the creation of a new Organization. The free trial of the fully functional version of the Application is available to each Organization a maximum of once. Upon expiry of the trial period, access to the Application functionality will be fully and/or partially restricted for the Organization unless the User selects a paid subscription.
- 4.2 All payments shall be made to bank account no. 2120100013/3030 (IBAN: CZ4230300000002120100013), maintained with Air Bank a.s.
- 4.3 The Application is offered under several License tiers depending on the intended use. In addition to the "Trial" tier, the Service Provider offers the following tiers:

- Individuals and non-profit organizations
 - Intended use:
 - A License intended for individuals and non-profit organizations, offering the best price.
 - For groups of more than 5 persons, the “Small and Medium Organizations” License is the ideal choice.
 - This License is intended for non-commercial use only and may therefore not be used in companies or other organizations.
 - Default parameters:
 - Media storage size: 500 MB
 - Maximum number of screens: 1
- Companies
 - Intended use:
 - A License ideal for small and medium-sized for-profit organizations; the number of employees is not limited.
 - This License may not be used in schools.
 - An SLA (“Service Level Agreement”) may not be arranged under this License.
 - Default parameters:
 - Media storage size: 1 GB
 - Maximum number of screens: 3
- Schools
 - Intended use:

- A License exclusively for schools, regardless of size or number of pupils.
 - An SLA (“Service Level Agreement”) may be arranged under this License.
 - Default parameters:
 - Media storage size: 1 GB
 - Maximum number of screens: 3
- Enterprise
 - Intended use:
 - A License ideal for larger for-profit organizations and enterprises.
 - This License may not be used in schools.
 - An SLA (“Service Level Agreement”) may be arranged under this License.
 - Default parameters:
 - Media storage size: 5 GB
 - Maximum number of screens: 3

4.4 The User selects a tier for the entire duration of the Application License, which may be 1 month or 1 year (subscription).

4.5 The License consists of several items that the User configures during the License order:

- i-Boards License
 - An essential item for enabling the full functionality of the Application.
 - Under this item, the Organization may operate the Client Application on a certain number of screens (depending on the License type), regardless of the number of computers powering those screens.

- Under this item, the Organization has a certain amount of file storage available (depending on the License type) within the Application.
- Under this item, the Organization is entitled to 2 hours of technical support from the Service Provider per month at no additional charge.
- 1 additional screen
 - This item increases the Organization's maximum number of physical screens on which the Client Application may be operated by 1.
- Storage expansion by 1 GB
 - This item increases the Organization's maximum file storage within the Application by 1 GB (gigabyte).
- Installation and/or Training
 - This item entitles the Organization and its Users to professional assistance with the installation of the Application and Client Applications within the scope of the selected License configuration, as well as to professional training in the use of the Application.

4.6 The Service Provider may issue the User with a discount voucher to reduce the price of the License or installation/training. If the User receives such a voucher from the Service Provider, the discount code must be entered in the field labeled "Discount or promo code" in the order form when placing a License order.

4.6.1 A discount code is in the format "XXXXXXXX-XXXX-XXXX-XXXX-XXXXXXXXXXXX", where "X" is a letter or digit.

4.6.2 A promo code may consist of uppercase letters, digits, and hyphens, with a maximum length of 20 characters.

4.6.3 A discount code is issued for a specific Organization, may be used only once, and has a limited expiry/redemption date.

4.6.4 A promo code is issued for any Organization that uses it to purchase a new License within the validity period of that promo code. A promo code may be published only by the Service Provider and communicated in any form (e.g., on the website, by email, by telephone, etc.).

- 4.6.5 A discount voucher may be permanent or one-time. A one-time voucher is valid only for a single billing period of the License. A permanent voucher is valid for the first and all subsequent billing periods of the License until automatic renewal is cancelled.
- 4.7 The User may order several Licenses for an Organization. The resulting Application functionality will reflect all valid individual Licenses.
- 4.8 Payment for the tier shall be made upon completion of the License order by bank transfer on the basis of an issued pro forma invoice. Please note that invoicing is performed using the Vyfakturuj.cz service; therefore, the billing details provided will be sent to Vyfakturuj.cz for the purpose of issuing the pro forma invoice and the invoice. The issued pro forma invoice will be sent to the email address specified in the Organization's billing details.
- 4.9 After payment of the issued pro forma invoice, an invoice serving as proof of payment will be issued and sent to the email address specified in the Organization's billing details.
- 4.10 The License becomes active from the moment the order is completed. If the User fails to pay for the tier before the due date of the issued pro forma invoice, the License automatically becomes inactive. If the price for the tier is paid, even if late, the License is automatically reactivated.
- 4.11 In the event of non-payment of the tier price, the Service Provider reserves the right to fully and/or partially restrict access to the Application functionality for the relevant Organization.
- 4.12 By default, the system automatically renews the License so that it continues without interruption from the previous License. Automatic renewal may be manually cancelled. Automatic renewal may be limited to a specific period if the User concludes a fixed-term service agreement with the Service Provider.
- 4.13 If the User decides to change the tier or the billing period length, a new License order must be created with the "i-Boards License" item. Upon ordering such a License, the newly ordered License takes effect immediately and supersedes all currently active Licenses.
- 4.14 The Service Provider reserves the right to change the amount of the fee (price) for the License. In such case, the new License price shall take effect from the next billing period of the License. The Service Provider is obliged to notify the User of a planned price change at least 1 calendar month in advance.
- 4.15 The Service Provider reserves the right to cancel a discount voucher associated with a specific License of a selected Organization. In such case, the full License price without the discount voucher shall be charged from the next billing period of the

License. The Service Provider is obliged to notify the User of a planned cancellation of a discount voucher at least 1 calendar month in advance.

5 Database

- 5.1 The User is not entitled to use the Application to systematically extract data from the database associated with the Application by automated means (in particular by means of software robots).
- 5.2 The User and the Service Provider hereby agree that any data entered by the User into the Application database constitutes parts of the database compiled by the Service Provider and becomes part of the Service Provider's database, without the User acquiring any rights to the Application database by the act described in this Section.
- 5.3 The parties are aware of, mutually declare, and make uncontested the fact that the Application meets the conditions of Section 562(2) of the Civil Code, meaning that records of data in the Application and its database as an electronic system are reliable, are made systematically and sequentially, and are protected against modification.
- 5.4 Screenshots of Device screens will be automatically deleted after 2 weeks.
- 5.5 Inactive Devices will be automatically deleted after 6 months.
- 5.6 Organizations without an active License and without connected Devices will be automatically deleted after 1 year.
- 5.7 Inactive User Accounts without an existing Organization will be automatically deleted after 1 year.

6 Liability for Damages

- 6.1 The Service Provider is fully liable to the User for any damages caused by the Service Provider to the User through any breach of an obligation of the Service Provider set out in the Agreement or these GTC.
- 6.2 The Service Provider is not liable for damages caused by the incorrectness or inaccuracy of information displayed in the Application or the Client Application. The Application and the Client Application may display data from third-party systems, and it is therefore not possible to guarantee the accuracy of the information — information may be distorted already in the source systems of third parties or during transmission to the Application or the Client Application.

7 Amendment of the GTC

- 7.1 The User acknowledges that the Service Provider concludes the Agreement in the ordinary course of business with a larger number of persons, and that the Agreements are by their nature binding on a long-term basis for repeated performance of the same kind with reference to these GTC. The parties make it uncontested that it follows from the nature of the Service Provider's obligations under these GTC — and already followed before the conclusion of the Agreement — that there is a reasonable need for subsequent amendment of these GTC.
- 7.2 The parties hereby agree that the Service Provider may amend these GTC to a reasonable extent and further agree that any such amendment to the GTC will be notified to the User as the other party by means of an email message sent to the email address entered by the User in the Application. In such case, the User has the right to reject the amendment to the GTC and to terminate the relevant obligation between the User and the Service Provider on that ground within a notice period of one (1) calendar month, which shall begin on the day following dispatch of the notification, and which the parties hereby mutually declare to be sufficient to arrange equivalent performance from another provider.
- 7.3 If a new Agreement is concluded in respect of an existing User Account (i.e., for the renewal or extension of a User Account), such Agreement shall be governed by the GTC as in force on the date of conclusion of such Agreement.

8 Personal Data Protection

- 8.1 The Service Provider is required by law to protect and secure the personal data provided. The Service Provider therefore uses various effective security technologies to protect personal data against unauthorized access or use.
- 8.2 More detailed information on personal data protection can be found in the Privacy Policy at: <https://my.iboards.ai/docs/legal/en/personal-data-privacy-policy>.
- 8.3 The Application may access information from third-party systems as configured by the User (e.g., loading class schedule information from school systems, displaying photographs from school websites, etc.). This information may also contain personal data. By configuring the Application to load such information, the User consents to the Application accessing the relevant information.
- 8.4 The Application loads all external content using the Client Application, i.e., on the Client's device. This arrangement ensures that data loaded from external sources, as referred to in Section 8.3 of this document, does not leave the Client Application, i.e., is not sent by the Application outside the Client's device.

9 Mandatory Consumer Information

- 9.1 This Article of the GTC applies only to Users who are consumers. The provisions set out in this Article of the GTC do not apply to business entities — sole traders or commercial companies.
- 9.2 The Service Provider hereby informs the User that:
- 9.2.1 the address for delivery of documents to the Service Provider is the same as the registered office address of the Service Provider stated above;
- 9.2.2 the telephone contact of the Service Provider is **+420776352286**;
- 9.2.3 the email address of the Service Provider for electronic correspondence is info@inastenky.cz or info@iboards.ai;
- 9.2.4 the Service Provider's remuneration for the License is stated inclusive of all taxes and charges, and its amount and/or method of calculation is set out in the Application;
- 9.2.5 the User is obliged to pay the Service Provider the License fee — unless the License is provided free of charge — by one of the methods indicated next to the relevant option in the user interface of the Application;
- 9.2.6 no delivery costs are incurred by the User;
- 9.2.7 use of the Application requires access to the Internet and a web browser Mozilla Firefox / Google Chrome / Microsoft Edge;
- 9.2.8 the User has the right to withdraw from the Agreement without stating a reason and without any penalty within 14 days of receiving performance. Receipt of performance means the grant of the License;
- 9.2.9 the User does not incur any costs in relation to the Service Provider for the use of means of distance communication;
- 9.2.10 data regarding the conclusion of the Agreement, including these General Terms and Conditions, are stored in the Application database and the User has access to them through the User Account.
- 9.2.11 the User may identify errors by reviewing the User Account;
- 9.2.12 errors arising during data entry may also be corrected through the Application and, where the Application does not permit this, through technical support, whose contact details are set out in the Application;
- 9.2.13 the Service Provider complies with all applicable laws of the Czech Republic; no further codes of conduct are binding on the Service Provider;

- 9.2.14 the Service Provider does not use any means of alternative dispute resolution;
- 9.2.15 the subject matter of the Agreement is not the supply of goods; the provisions of law on warranty claims therefore do not apply to the Application; liability for apparent or hidden defects of the Application that existed at the time the Application was made available to the User may be exercised against the Service Provider under the conditions set out by law, the Agreement, and these GTC;
- 9.2.16 the User is obliged to comply with these GTC, which also form part of the Agreement, and with the applicable and effective laws of the Czech Republic;
- 9.2.17 the User may file a complaint with the supervisory or state supervision authority. The Czech Trade Inspection Authority handles out-of-court consumer complaints in the manner and under the conditions set out in the relevant legislation.

10 Governing Law

- 10.1 These GTC, as well as the Agreement, are governed by the laws of the Czech Republic, in particular Act No. 89/2012 Coll. (Civil Code), as amended.
- 10.2 Any disputes arising from the Agreement and/or these GTC shall be decided by the courts of the Czech Republic having subject-matter and local jurisdiction.

11 Source Code and Third-Party Libraries

- 11.1 The Application is a copyright work within the meaning of the Copyright Act, and the economic rights thereto are exercised by the Service Provider.
- 11.2 The source code of the Application is not open source, meaning its modification and distribution are not permitted.
- 11.3 This Application uses third-party libraries in accordance with their respective license terms. The list of libraries used in the current version of the Application is available at <https://my.iboards.ai/license>.

12 Language and Governing Version

This document has been translated from Czech into English for informational purposes only. In the event of any discrepancy, ambiguity, or conflict between the English version and the Czech version of this document, the Czech version shall prevail and be deemed the authoritative text.