General Terms and Conditions for the Provision of the MARKOMAT System as a Service (SaaS)

1. Introductory Provisions

1.1 These General Terms and Conditions ("GTC") govern the terms under which the software system MARKOMAT ("System") is provided as Software as a Service (SaaS) by Absolook s.r.o., registered office at Petrská 1426/1, 11000 Prague, Company ID: 24708259 ("Provider") to the user ("Tenant").

1.2 The System is provided for the purpose of managing and operating digital identity, including functionalities such as: generation and management of digital cards, their distribution, validation, payments and reservations, integration with smart lockers, and support for identity verification functions.

2. Scope of Service

2.1 The Provider grants the Tenant access to the System in the scope agreed in the offer or contract.

2.2 The service includes operation of the System in a cloud environment, basic operational support, updates, and routine administrative adjustments.

2.3 The service does not include consulting, methodological or development activities unless explicitly agreed separately.

3. Availability and Support

3.1 The Provider will make all reasonable efforts to ensure the availability of the System in accordance with the SLA agreed in the contract or offer.

3.2 Standard operational support is provided on working days from 9:00 to 17:00 with a response time of up to 24 hours.

4. Liability and Limitations

4.1 The Provider is not liable for the functionality of the System in the event of third-party interference, incompatibility of end devices, or changes in the Tenant's environment.

4.2 The Tenant acknowledges that the functionality of digital NFC cards in Apple Wallet and Google Wallet applications is conditional upon the technologies and decisions of these companies. The Provider is not responsible for any changes, restrictions, or interruptions to these services or their availability on individual devices.

4.3 The Provider is not liable for loss of stored data caused by actions of the Tenant or a third party.

5. Duration and Termination

5.1 The service is provided for the period specified in the offer or contract.

5.2 Either party may terminate the contractual relationship in the event of a material breach of obligations by the other party or for other reasons specified in the contract.

6. Final Provisions

6.1 These GTC are available on the Provider’s website and form an integral part of any contractual agreement for the provision of the MARKOMAT System as a service.

6.2 In case of a conflict between the contract and these GTC, the provisions of the contract shall prevail.

6.3 These GTC are effective as of January 1, 2022.