



## BUSINESS CONDITIONS

of the company **FlowerChecker s.r.o.**

with its registered office Lerchova 330/42, Stránice, 602 00 Brno, Company ID No.: 032 83 526,  
registered in the Commercial Register under the file No. C 84000 kept by the Regional Court  
in Brno

### 1. Definitions

1.1. For the purpose of these Business Conditions, the capitalized terms below have the following meanings:

<b>Price</b>	The monetary sum requested by FlowerChecker for performing the Request. For more information, see paragraph 7 of the Business Conditions.
<b>FlowerChecker</b>	Company FlowerChecker s.r.o. with its registered office Lerchova 330/42, Stránice, 602 00 Brno, Company ID No.: 032 83 526 registered in the Commercial Register under the file No. C 84000 kept by the Regional Court in Brno.
<b>Metadata</b>	Latin name of the plant and possibly other related information such as web address or common name. Metadata is provided to the User within the Plant.id service based on the evaluation of the photographic images supplied by the User.
<b>Civil Code</b>	Act No. 89/2012 Coll., the Civil Code, as amended.
<b>Business Conditions</b>	This document regulating mutual rights and obligations between the parties.
<b>Plant.id</b>	Service provided by FlowerChecker consisting in identification of plants. For more information, see paragraph 3.2 of the Business Conditions.
<b>Request</b>	Uploading photo images by the User or his/her device via the API Interface available at <a href="https://api.plant.id/identify-plant">api.plant.id/identify-plant</a> for the purpose of gaining Metadata.
<b>Production Version</b>	The Plant.id service regime, which is subject to all rights and obligations stated in these Business Conditions, see in particular Article 6 of the Business Conditions.
<b>Subscription</b>	Subscription to a certain number of Requests based on an agreement between FlowerChecker and the User. For more information, see paragraph 8.2 to 8.4 of the Business Conditions.



<b>Access Key</b>	Fifty-digit code necessary for the authentication of the User's Client software to the API Interface.
<b>API Interface</b>	Application Programming Interface whose technical documentation is available at <a href="https://plantid.docs.apiary.io">plantid.docs.apiary.io</a> . For more information, see paragraph 6.2 of the Business Conditions.
<b>Service Level Agreement</b>	Binding provisions between FlowerChecker and the User on the terms of service and use of the Plant.id Service. The Service Level Agreement forms the Appendix No. 1, see 17.11 of the Business Conditions, and forms an integral part thereof.
<b>Party/ Parties</b>	Parties mean FlowerChecker and the User. A party means either FlowerChecker or the User.
<b>User</b>	Any natural or legal person doing business that concludes a contract with FlowerChecker in accordance with these Business Conditions in connection with its business in order to use Plant.id.
<b>Trial Version</b>	The Plant.id service regime, which is subject to all rights and obligations stated in these Business Conditions to a limited extent. For more information, see in particular Article 6. of the Business Conditions.

## 2. General provisions

### 2.1.

These Business Conditions govern, in accordance with the provisions of Sect. 1751 (1) of the Civil Code, mutual rights and obligations in the provision of services between FlowerChecker and the User.

2.2. FlowerChecker is a provider of the Plant.id service through the API Interface that performs plant identification based on photo images provided by the User or his/her device.

2.3. By agreeing to these Business Conditions, the User confirms that he/she is an entrepreneur who acts in relation to FlowerChecker in connection with his/her business activities and at the same time he/she acknowledges that for this reason he/she is not entitled to consumer rights within the meaning of the Civil Code.



### **3. Subject matter**

- 3.1. FlowerChecker undertakes to provide the Plant.id service in accordance with these Business Conditions and the User undertakes to use the Plant.id service in accordance with these Business Conditions and to pay the Price properly.
- 3.2. The Plant.id service consists in enabling to get Metadata from the Plant.id software by entering photographic images provided by the User or his/her device via the API Interface.
- 3.3. The Plant.id service is provided in Trial Version mode and Production Version mode.

### **4. Concluding the Contract**

- 4.1. The Contract between FlowerChecker and the User is concluded by completing the registration according to Sect. 4.2. of the Business Conditions. By concluding the Contract, the User agrees with these Business Conditions.
- 4.2. The User expresses his/her interest in concluding the Contract with FlowerChecker on the provision of Plant.id services by submitting his/her data in the form available at <https://goo.gl/forms/xaYzagprg6Wmgj7C3>. FlowerChecker may grant access to Plant.id based on User's data by providing an API Access Key. By using the Access Key the User completes the registration.

### **5. Activation of the Plant.id service**

- 5.1. The Trial Version is activated by concluding a Contract pursuant to Art. 4 of the Business Conditions. The Trial Version ends after thirty days from the date of conclusion of the Contract in accordance with Art. 4 of the Business Conditions.
- 5.2. FlowerChecker activates the Production Version within three working days of the Subscription pursuant to Sect. 8.2 and 8.3 of the Business Conditions. If the Production Version is not activated by FlowerChecker within the deadline specified in the previous sentence, the User is entitled to address FlowerChecker via e-mail and to ask for remedy, see Article 16 of the Business Conditions. In such a case, FlowerChecker has another 5 working days for activation. FlowerChecker shall notify the User of the activation of the Production Version without undue delay to the e-mail address, see Art. 16 of the Business Conditions.

### **6. Terms of service and content of the Plant.id service**

- 6.1. The Plant.id service is provided exclusively via the API Interface available at [plantid.docs.apiary.io](http://plantid.docs.apiary.io). The API Interface available at [api.plant.id/identify-plant](http://api.plant.id/identify-plant) serves sending photographic images by the User or his/her device. The metadata is then made available to the User through the API Interface. [api.plant.id/check-identifications](http://api.plant.id/check-identifications). The User is entitled to provide feedback through API Interface [api.plant.id/confirm-suggestion](http://api.plant.id/confirm-suggestion).
- 6.2. In accordance with these Business Conditions, the User is entitled to make Requests based on the submission of photographic images via the API Interface.



- 6.3. FlowerChecker is obliged to evaluate the photographic images after the User's Request and subsequently make available to the User all identified Metadata for each individual photographic image through the interface. By accepting the Request, FlowerChecker deducts the prepaid Request from the Subscription.
- 6.4. The evaluation of photographic images and making Metadata available to the User is performed within a maximum of 24 hours.
- 6.5. FlowerChecker is obliged to provide technical support, which is available via e-mail address, see Art. 16 of the Business Conditions.
- 6.6. Availability and functioning of Plant.id is governed by the Service Level Agreement, the content of which may vary based on an individual agreement between FlowerChecker and the User concluded pursuant to Sect. 17.5 of the Business Conditions.
- 6.7. FlowerChecker is required to report the percentage accuracy of the provided Metadata for each individual photograph. The user acknowledges the percentage probability of accuracy according to the previous sentence.
- 6.8. The User is obliged to refrain from any activity that would or could lead to misuse of the Plant.id service, including all information related to its use.
- 6.9. Additional terms of using API Interface are available at <https://web.plant.id/plant-identification-api/>. The terms according to the previous sentence form the Appendix No. 2 of these Business Conditions and forms an integral part thereof.
- 6.10. The conditions specified in paragraphs 6.2 to 6.6 and 11.3.2 of the Business Conditions do not apply to the Trial Version. The terms of the Trial Version are determined solely by FlowerChecker. In the Trial Version, the User is entitled to submit a Request no more than once per second. FlowerChecker is not responsible for the availability, performance, or accuracy of the Plant.id service in the Trial Version. FlowerChecker reserves the right to change or discontinue the provision Plant.id service in the Trial Version without giving any reason.
- 6.11. For the avoidance of doubt, the User undertakes to comply with the obligations of using the Plant.id service set forth in particular in these Business Conditions, and acknowledges that in the event of improper use of the Plant.id service in the form of overloading or another disturbing the function and availability of the Plant.id, the Contract may be terminated by the FlowerChecker and the User may be liable for damages.

## **PRICE AND SUBSCRIPTION**

### **7. Price**

- 7.1. The basic price is EUR 0.05 per Request.
- 7.2. The price may be changed on the basis of an individual agreement between the User and FlowerChecker concluded in accordance with Sect.17.5 of the Business Conditions.



## **8. Subscription**

- 8.1. By executing the Subscription according to Sect. 8.2 of the Business Conditions, the right to payment of the Price calculated according to Art. 7 of the Business Conditions arises. By making a Subscription, a certain number of Requests are purchased that may be used under the terms of this Article 8 of the Business Conditions.
- 8.2. The User receives a Subscription based on an individual agreement with FlowerChecker on the number of prepaid Requests. This agreement is subsequently confirmed by a proforma invoice that FlowerChecker sends to the User at the e-mail address, see Article 16 of the Business Conditions. Maturity of the Price and payment terms are set by the proforma invoice.
- 8.3. After payment of the amount according to the proforma invoice, FlowerChecker informs the User about the amount of his/her Subscription via the e-mail address, see Art. 16 of the Business Conditions.
- 8.4. The validity of the Subscription is three months from the date of notification of the amount of the Subscription according to Sect. 8.3 of the Business Conditions. FlowerChecker is obliged to notify the User via e-mail address, see Art. 16 of the Business Conditions, about the impending expiration of the Subscription seven days before its expiration.
- 8.5. The User is entitled to raise questions about the amount of his/her Subscription to the e-mail address, see Article 16 of the Business Conditions, at most once per calendar week.
- 8.6. If the User runs out of the Subscription or the Subscription expires, the User's account shall be deactivated until the User makes the Subscription again. When the account is deactivated, FlowerChecker does not have any obligations against the user described in Sect. 6.

## **9. Responsibility for providing the Plant.id service and damage**

- 9.1. FlowerChecker is responsible for the provision and availability of Plant.id service in the Production Version mode under the terms of the Service Level Agreement.
- 9.2. FlowerChecker is not responsible for the provision and availability of Plant.id in Trial Mode.
- 9.3. FlowerChecker is not responsible for any damage caused by providing Metadata. The User is responsible for any handling of the plants, including their consumption.
- 9.4. The User is liable for damage caused to FlowerChecker by violating these Business Conditions as well as related documentation.

## **10. Termination of the Contract**

- 10.1. The Contract between FlowerChecker and the User may be terminated by withdrawal from the Contract pursuant to Article 11 of the Business Conditions,



termination of the Contract pursuant to Article 12 of the Business Conditions, or automatically under Article 13 of the Business Conditions.

## 11. Withdrawal from the Contract

- 11.1. FlowerChecker has the right to withdraw from the Contract concluded under these Business Conditions, in addition to the reasons for withdrawal from the Contract arising from legal regulations, also under the following conditions:
  - 11.1.1. The User misuses his/her access to Plant.id service or any related information or service by his/her acting;
  - 11.1.2. the User endangers the operation and provision of the Plant.id service or related services by his/her acting;
  - 11.1.3. The User is insolvent;
  - 11.1.4. the User is declared bankrupt.
- 11.2. FlowerChecker shall indicate in the withdrawal from the Contract at least the identification (business name, registered office, identification number), the reason for withdrawal, the request for the information about the account number to which the amount corresponding to the unused Subscription is to be returned, the date and signature of the person authorized to act on behalf of FlowerChecker.
- 11.3. The User has the right to withdraw from the Contract concluded under these Business Conditions, in addition to the reasons for withdrawal from the Contract arising from legal regulations, also under the following conditions:
  - 11.3.1. FlowerChecker does not activate the Production Version according to Sect. 5.2 of the Business Conditions;
  - 11.3.2. Plant.id repeatedly does not evaluate the photographic images and does not send Metadata to the User based on Requests within 24 hours;
  - 11.3.3. FlowerChecker is insolvent;
  - 11.3.4. FlowerChecker is declared bankrupt.
- 11.4. The User shall indicate in the withdrawal from the Contract at least the identification (company/name, registered office, identification number), the reason for withdrawal, the request for the information about the account number to which the amount corresponding to the unused Subscription is to be returned, the date and signature of the person authorized to act on behalf of the User.
- 11.5. Withdrawal from the Contract becomes effective on the day of delivery to the other Party, see Art. 16 of the Business Conditions.
- 11.6. FlowerChecker is obliged to return to the User half of the amount of the unused Subscription to the account specified by the User in the withdrawal of the Contract or upon request, within 30 days from the effective date pursuant to Sect. 11.5 of the Business Conditions. FlowerChecker shall invalidate the User's Access Key within the deadline specified in the previous sentence, and the agreement between the Parties shall be terminated.



## 12. Termination of the Contract

- 12.1. FlowerChecker is entitled to terminate the Contract concluded under these Business Conditions without giving any reason.
- 12.2. FlowerChecker shall indicate in the termination form at least the identification (business name, registered office, identification number), the reason for withdrawal, the request for the information about the account number to which the amount corresponding to the unused Subscription is to be returned, the date and signature of the person authorized to act on behalf of FlowerChecker.
- 12.3. The User is entitled to terminate the Contract concluded under these Business Conditions without giving any reason.
- 12.4. The User shall state in the termination form at least the identification (company/name, registered office, identification number), date and signature of the person authorized to act on behalf of the User.
- 12.5. The notice of termination becomes effective on the day of its delivery to the other Party, see Article 16 of the Business Conditions. From the effective date of the notice of termination, a thirty-day notice period begins during which the User is entitled to make Requests up to the amount of the existing unused Subscription.
- 12.6. FlowerChecker is, in the case of termination from its side, obliged to return to the User the amount of the unused Subscription to the account specified by the User in the termination of the Contract or upon request, within 30 days from the effective date pursuant to Sect. 12.5 of the Business Conditions. FlowerChecker shall invalidate the User's Access Key within the deadline specified in the previous sentence, and the agreement between the FlowerChecker and the User shall be terminated.
- 12.7. The User, in case of termination from its side, shall not be entitled to a refund corresponding to the amount of the unused Subscription.

## 13. Automatic termination

- 13.1. If the User fails to make a Subscription under Sections 8.2 and 8.3 of the Business Conditions within seven days of the expiration of the Trial Version, FlowerChecker reserves the right to invalidate the User's Access Key and the Contract between FlowerChecker and the User terminates.

## 14. Confidentiality

- 14.1. All competitively significant, identifiable, valuable and in relevant business circles not normally available facts and information related to the Parties which one of the Parties becomes aware of in connection with Plant.id. service are considered trade secrets. The Parties undertake to maintain confidentiality regarding the trade secrets of the other Party, as well as the facts and information which they shall mark as confidential.
- 14.2. The Parties undertake to take all measures necessary to maintain confidentiality. The Parties are entitled to use the trade secrets, information and



facts specified in Sect 14.1 of the Business Conditions only to the extent necessary for the proper fulfilment of the obligations and exercise of rights arising from these Business Conditions. The confidentiality obligation shall continue to apply after termination of the Contract.

- 14.3. Confidentiality does not apply to business secrets, information and facts that:
- 14.3.1. have been exempt from confidentiality by a written consent of both Parties;
  - 14.3.2. are generally known or have been published other than as a result of the negligence of one of the Parties;
  - 14.3.3. the recipient knows them before communicated by the Party;
  - 14.3.4. are requested by a court, a prosecutor's office or a competent administrative body or another competent body on the basis and in accordance with the law;
  - 14.3.5. are published on the basis and in accordance with the law.

## 15. License

- 15.1. In the event that the performance pursuant to these Business Conditions includes the disclosure of a copyright work or another subject of intellectual property rights, FlowerChecker grants the User a license under the conditions set forth in this Article 15 of the Business Conditions.
- 15.2. FlowerChecker grants a license to the User according to Sect. 15.1 of the Business Conditions:
- 15.2.1. for the proper performance of the rights and obligations set forth in these Business Conditions, namely a license for using the work in question in the way necessary for the performance of the Contract or the use of the Service;
  - 15.2.2. for the duration of the Contract concluded under these Business Conditions;
  - 15.2.3. without territorial restriction;
  - 15.2.4. with a quantitative limit of one license per User.
- 15.3. For the avoidance of doubt, the User is not entitled under the license granted under this Article 15 of the Business Conditions:
- 15.3.1. to grant a sublicense or to transfer the license to a third party without the prior written consent of FlowerChecker;
  - 15.3.2. to reproduce, translate, process, modify (including modifications and maintenance), or otherwise alter the Plant.id application, including by association with another work or otherwise, by himself/herself or through a third party.
- 15.4. In the event that fulfilment of these Business Conditions, or the result of the service in the form of Metadata includes a copyright work or another subject of intellectual property right, the provisions of Sect. 15.2 and 15.3 of these conditions do not apply, but for works such as photographs or text descriptions, FlowerChecker grants the User the following license:



- 15.4.1. The User is entitled to use the work only in ways that correspond to the use of the Service consisting in further processing of the Metadata in relation to the end users through the service of a mobile or other application, including commercial use;
  - 15.4.2. the license is territorially and quantitatively unlimited;
  - 15.4.3. the license is granted for the duration of the property rights to the copyright work or another subject of the intellectual property right;
  - 15.4.4. The User is entitled to transfer the license to a third party and, for the avoidance of doubt, FlowerChecker gives its consent, in which case the User undertakes to inform FlowerChecker about this, including about who is the successor to this authorization;
  - 15.4.5. The User is entitled to grant a sublicense to a third party, and for the avoidance of doubt, FlowerChecker gives its consent.
- 15.5. For the avoidance of doubt, the Parties may, in the form specified in the relevant provision of the Article 16 of these Business Conditions, agree on other license parameters pursuant to this Article 15 of these Business Conditions.

## 16. Communication and delivery

- 16.1. Unless any other special means of communication is agreed between the Parties, any communication on the basis of these Business Conditions or contracts under these Business Conditions shall be in accordance with this Article 16 of the Business Conditions. Unless a specific method of communication is specified in these Business Conditions, personal delivery, registered mail, courier service or electronic mail shall be deemed an effective way of delivery to the addresses of the Parties that are listed in the public register maintained pursuant to law in the form specified in Sect. 4.2 of the Business Conditions or about which the Parties notify each other in writing.
- 16.2. The preferred form of communication is electronic communication via email addresses under the following conditions:
  - 16.2.1. If, pursuant to these Business Conditions, legal action against the User is made electronically by e-mail, the e-mail address specified in the form, see Sect. 4.2 of the Business Conditions, or the last e-mail address specified by the User to FlowerChecker as preferred, shall be used.
  - 16.2.2. If legal action is to be taken against FlowerChecker under Sect. 6.5, 5.2 and 8.5 of these Business Conditions, the e-mail address [support@plant.id](mailto:support@plant.id) shall be used. The e-mail address of the previous sentence will be used in all cases of electronic communication with FlowerChecker.
- 16.3. Electronic notices correctly addressed shall be deemed delivered on the day of delivery to the recipient's e-mail box, see paragraph 16.2 of these Business Conditions. Electronic communication performed by means of e-mail addresses

different from those in Sect. 16.2 or through other electronic tools shall be deemed ineffective against the other Party.

- 16.4. Letter notices correctly addressed shall be deemed to be delivered:
- 16.4.1. on the day of physical delivery of the notification, if the notification is sent by a courier or a postal operator (except by registered mail) or delivered in person; or
  - 16.4.2. on the day of delivery certified on the delivery note, if the notification is sent by registered mail and if it is actually delivered; or
  - 16.4.3. if the notice sent by a postal operator fails to be delivered or if the receipt of the notice is denied, after 5 days from the date of deposit of the notice at the relevant post office.

## 17. Final provisions

- 17.1. The Parties declare that they have all the rights and the ability to fulfil the obligations arising from these Business Conditions and from the contracts containing these Business Conditions and that there are no legal obstacles preventing or limiting the fulfilment of their obligations and that by concluding contracts envisaged by these Business Conditions shall not violate any legal regulation.
- 17.2. The Parties declare that they assume the risk of changing circumstances within the meaning of Sect. 1765 (2) of the Civil Code.
- 17.3. The Parties settle that the legal relationships arising between them in the provision of Plant.id service and related services, including related legal relationships arising in performance or breach of the Contract (including damages for breach of contractual obligation or unjust enrichment, which originate in a contractual relationship within the meaning of of this paragraph) shall be governed by these Business Conditions or individually agreed provisions of contracts concluded within these Business Conditions. The Parties exclude the application of other business conditions or any other contractual conditions unless expressly referred to in these Business Conditions or in an individually agreed provision of a purchase or a similar contract concluded under these Business Conditions.
- 17.4. The provisions of contracts concluded under these Business Conditions shall prevail over the provisions of these Business Conditions.
- 17.5. The Business Conditions, contracts concluded under these Business Conditions or legal relationship arising therefrom may only be changed in writing by the Parties. Unilateral legal acts amending or terminating a contract concluded under these Business Conditions or a legal relationship arising therefrom in another way than by the fulfilment of obligations under the Contract must be made in the form envisaged by the legal order, but at least in written form.
- 17.6. FlowerChecker reserves the right not to enter into a Contract with the User without giving a reason.

- 17.7. If it becomes apparent that any provision of these Business Conditions or a Contract concluded under these Business Conditions is or has become invalid, contrary to the will of the Parties ineffective or inapplicable, or that such invalidity, ineffectiveness or non-applicability will inevitably occur (especially as a result of a change of legal regulations), this does not affect the validity, effectiveness or applicability of the other provisions of the applicable Contract. In such cases, the Parties undertake to provide mutual cooperation and to take appropriate legal acts in order to replace an invalid, ineffective or inapplicable provision with another provision in order to preserve and fulfil the purpose of these Business Conditions.
- 17.8. The Parties agree that in case of disputes concerning obligations arising from contracts arising under these Business Conditions or concerning legal relationships arising in connection with these Business Conditions or in relation to contracts arising under these Business Conditions, they shall make reasonable effort to resolve these disputes by mutual agreement.
- 17.9. The Parties agree that the law applicable to contracts arising under these Business Conditions or any legal relationships arising out of or in connection with these Business Conditions (including obligations to compensate for damage resulting from a breach of contractual obligations or to give unjust enrichment) is the legal order of the Czech Republic (with the exception of conflict-of-law rules of private international law).
- 17.10. For the settlement of disputes concerning obligations arising from contracts arising under these Business Conditions or relating to legal relationships arising out of or in connection with these Business Conditions (including obligations to compensate for damage resulting from a breach of contractual obligations or to give unjust enrichment), the courts of the Czech Republic have jurisdiction. The jurisdiction of other courts shall not be accepted.
- 17.11. The following appendices form an integral part of these Business Conditions:
- Appendix No. 1 - [Service Level Agreement](#)
  - Appendix No. 2 - [Conditions of Use of API](#)

These Business Conditions are effective from 2019-08-01.