

Terms and Conditions

You agree that by using and/or accessing the Adbian App, Adbian TreeScanner, and this website, you have read, understood, and agreed to be bound by these Terms. IF YOU DO NOT AGREE WITH THESE TERMS, DO NOT USE THE APP OR THE WEBSITE.

1. Definitions

- 1.1. "**Adbian portal**" refers to the web portal Adbian Shop available at: <https://eshop.adbian.cz/>
- 1.2. "**App**" refers to the mobile app Adbian Tree Scanner provided by ARBO.
- 1.3. "**ARBO**" refers to ARBO Technologies, s.r.o., with its registered office at Purkyňova 649/127, Medlánky, 61200 Brno, Tax ID 09949739, VAT No. CZ09949739, File No. C 121784, kept by Regional Court in Brno.
- 1.4. "**Content**" refers to any information, graphic, text, image, software, sound file, video, communication, data, metadata, photograph, compilation, work in any form or medium, technology, or other types of content uploaded by you in the Adbian Portal or the App, either created in the App or uploaded from an external source.
- 1.5. "**Copyright Act**" means Act No. 121/2000 Coll., on Copyright and Rights Related to Copyright, as amended.
- 1.6. "**Product**" means Adbian portal and App together.
- 1.7. "**User**" refers to users who use the App, Adbian portal, or use the related Service.
- 1.8. "**Service**" refers to any ARBO service offered and provided within the App, Adbian portal, or a service provided directly by the ARBO representatives e.g. demo call.
- 1.9. "**Terms**" refers to these Terms and Conditions available at https://eshop.adbian.com/terms_conditions-en-1.0.0.pdf

2. Users and Responsibilities

- 2.1. The Product and the Service are intended for usage by trained and qualified experts – arborists and other professionals in the practice of arboriculture.
- 2.2. The Product and the Service are not intended for children, it is intended for adults only. You must be at least 16 years old to use the Product, otherwise, you must have the consent of a parent or guardian.
- 2.3. By downloading, installing, registering, or otherwise accessing or using the Product or the Service, you agree that you have read, understood and will abide by the following Terms. You expressly represent, warrant, and agree that you will not
 - 2.3.1. share or make available through the Product any program that is malicious or invasive or that may or is intended to damage or disrupt the operation of, or monitor the use of, any hardware, software, or device;
 - 2.3.2. share or make available through the Product any Content that is threatening, hateful, racially or ethnically offensive, or that depicts nudity, pornography, or graphic or gratuitous violence;
 - 2.3.3. share or make available through the Product any false, misleading, or deceptive information;
 - 2.3.4. intimidate, harass, or violate the rights of any user or other person;
 - 2.3.5. do anything that could disable, overburden, or impair the proper functioning of the Product;
 - 2.3.6. use any automated means to access any part of the Product;

- 2.3.7. reverse engineer, decompile, or disassemble any part of the Product;
- 2.3.8. send spam or any other unauthorized advertisements or solicitations through or using the Product; or
- 2.3.9. do anything that is unlawful, infringes copyright, is fraudulent, malicious, or could subject ARBO or users of the Product to harm or liability.

3. Registration

- 3.1. You are obliged to register before using the Product by providing your e-mail address. A request to confirm your account will be sent to provided e-mail.
- 3.2. To complete the registration, you need to fill in the relevant identification and billing data.
- 3.3. Your account will be fully activated after ARBO approves it. ARBO reserves the right to refuse approval of your account.
- 3.4. You understand that you can have only one account.
- 3.5. You represent and warrant that all information you provide is truthful, accurate, and complete.
- 3.6. You are responsible for maintaining the confidentiality of your account and password and for restricting access to your account. You agree to accept responsibility for all activities that occur under your account or password.
- 3.7. If you lose your password, you may request an automatic reset of your password. A link to reset your password will be sent to the email you provided during registration.

4. Orders

- 4.1. Services are provided on the basis of specific User requests. User orders are placed through the Adbian portal.
- 4.2. To request an order, you must upload the Content to the Adbian Portal. ARBO reserves the right to refuse any request.
- 4.1. You are required to select the desired level of analysis of the Content. Different levels of analysis are available to Users on the Adbian Portal. ARBO reserves the right to modify the scope and availability of analysis levels at any time without prior notice.
- 4.2. Once an order has been sent, it cannot be withdrawn. ARBO shall use reasonable efforts to detect obviously incorrect orders but shall not be liable for any defects or damage caused by such incorrect orders. You are responsible for ensuring that the selected analysis level meets your needs. In cases of uncertainty, ARBO encourages you to contact its support team for guidance before requesting the order at: info@adbian.com
- 4.3. By clicking on the "Submit Order" button, you confirm your order. ARBO will not be obligated to process the order until all required conditions, including sufficient credits in your account, are met.
- 4.4. ARBO will notify you about accepting the order. Once the order is confirmed by ARBO, you will receive an order summary, including an estimated completion date and confirmation of the analysis level selected.
- 4.5. All information on order processing times provided by ARBO are estimates. ARBO reserves the right to extend or change the deadline for delivery of the Services in the event of unforeseen circumstances or technical issues and will inform you of any changes to the expected completion date as soon as reasonably possible. ARBO is not liable for any delays in processing or delivery. You acknowledge that no compensation will be provided for delays unless explicitly agreed in writing by ARBO.
- 4.6. Once the order is completed, ARBO will promptly notify you of the completion of your order and make the outcome of the Services available to you via the Adbian Portal.

5. Payment

- 5.1. Payment for the Service is based on orders requested by you in the Adbian Portal.
- 5.2. Payment for the order will be made using pre-purchased credits. The value of the credit is specified in the Adbian portal and can be modified from time to time. If you are interested in the possibility of paying for the Services without using credits, or if you need help with purchasing credits, please contact us at: info@adbian.com
- 5.3. You are required to ensure that your account has enough credits to complete the order before submitting it.
- 5.4. Credits will be deducted from your account at the time of submitting the order. If there are insufficient credits in your account, the order cannot be completed until the necessary credits are added.
- 5.5. All invoices will be issued in electronic form and made available through the Adbian Portal or your e-mail address. You are responsible for reviewing and retaining copies of invoices for your records.
- 5.6. Credits are non-refundable and may only be used for the Service available on the Adbian Portal. The validity of credits is limited to 1 year from the date of purchase.

6. Support

- 6.1. For information regarding the support service, please contact us at: info@adbian.com.

7. Termination

- 7.1. ARBO reserves the right to reject, terminate, or suspend your order at any time for any reason, including, but not limited to violation of these Terms, technical issues, or when you provide to ARBO inadequate Content. In such cases, ARBO will notify you promptly.
- 7.2. ARBO reserves the right to terminate or suspend your access to the Product or the Service or any of its parts at any time for any reason, including, but not limited to, violation of these Terms or any unlawful or abusive behaviour.
- 7.3. You may withdraw from these Terms at any time, in which case you may not continue accessing or using the Product and Service.
- 7.4. Sections 9 (Intellectual Property), 14 (Indemnification), and 200 (Governing Law and Disputes) herein, as well as any other sections of these Terms that, either explicitly or by their nature, must remain in effect even after termination of these Terms, shall survive termination.

8. Changes to these Terms

- 8.1. ARBO reserves the right to modify these Terms at any time without notice. You are responsible for staying informed of any changes to these Terms.
- 8.2. If the Terms are changed, we will post the revised Terms on this page and indicate the date of the revision. Your continued use of the Product and the Service after the date of revision constitutes your acceptance of the revised Terms.
- 8.3. In the event that you do not agree to a change to the Terms, you may contact us at info@adbian.com to expressly refuse the change to the Terms.

9. Intellectual Property and Content

- 10.1. All trademarks, copyrights, database rights, and other intellectual property rights of any nature in the Product together with the software code are the property of ARBO and are protected by copyright and other intellectual property laws.
- 10.2. By uploading the Content to the Product, you grant ARBO a non-exclusive, worldwide, royalty-free license (with the right to sublicense) to use, host, store, transmit, display, perform, reproduce and modify all or any portion of the Content, in any format and through any channel now known or hereafter developed. The license also expressly includes the right to research and analyze the Content (including through AI services) and to sublicense that right. ARBO is entitled to transfer any rights granted by you to a third party.
- 10.3. You represent and warrant that you own or otherwise control any and all rights in and to the Content that you upload, share, or otherwise make available and that use of that Content by us will not infringe or violate the rights of any third party in any manner.
- 10.4. Any data and Content you enter into the Product is part of the database collected by ARBO and becomes part of the ARBO database without you gaining any right to the App database. This database is not a collective work under the Copyright Act.

10. Third-Party Links

- 10.1. ARBO may make available on the Product links to websites operated by third parties, including advertisers. If the Product or the Service contains links to other sites and resources provided by third parties, these links are provided for your information only. ARBO has no control over the contents of those sites or resources and accepts no responsibility for them or for any loss or damage that may arise from your use of them.
- 10.2. Products, services, and content offered through linked third-party websites are subject to the terms and conditions made available by those third parties, and the data collection practices of linked websites are governed by the applicable privacy policies of those third parties. Following links to any other websites or web services is at your own risk, and any claims you may have in connection with products, services, or content made available through linked websites are claims against third parties, not ARBO.

11. No Resale or Redistribution of Service

- 11.1. Reselling access to the Product or providing access to the Product for a fee or any other compensation that circumvents our business model is a material breach of these Terms and will result in the cancellation of your account.

12. Disclaimer of Warranties

- 12.1. The Product and Service provided by ARBO serve as only one of the inputs for assessing the overall condition of a tree. The completed orders are not guaranteed to predict all possible risks, including tree failure under extreme conditions or other factors that ARBO cannot evaluate. Therefore, ARBO is not liable for any decisions made by you based solely on the outputs from ARBO. Any recommended interventions must be based on the professional judgment of an arborist and a comprehensive evaluation of all relevant factors, with the output from the ARBO being only one consideration. For these reasons, the Product is not intended for use by individuals without proper qualifications.
- 12.2. The Product and the Service are intended for use exclusively by trained and qualified professionals. The information provided is designed to support decision-making within the scope of your professional qualifications and expertise. The outputs generated by ARBO are

not a substitute for the judgment of a qualified expert or for a thorough evaluation of all conditions affecting a tree.

- 12.3. ARBO disclaims any liability for the use of the Product, Service, and related outputs by individuals who are not properly trained or authorized. Any actions or decisions made by such unauthorized users are done at their own risk. ARBO assumes no responsibility for any damages, losses, or other consequences that may arise from the improper or unauthorized use of the Product and Service.
- 12.4. ARBO does not guarantee that the use of the Product and the Service will be uninterrupted or error-free, and ARBO will not be liable for any interruptions or errors.
- 12.5. ARBO is not responsible for the content or accuracy of any third-party materials or websites linked to or from the Product or the Service.
- 12.6. ARBO makes no warranties or representations, express or implied, with respect to the Product or the Service.
- 12.7. In the event that you fail to update the App within a reasonable period of time or fail to update the App correctly, you shall have no rights in respect of any defect caused by your failure to update the App.

13. Limitation of Liability

- 13.1. ARBO, its affiliates, licensors, suppliers, or advertisers shall in no event be liable for any costs, damages, or expenses (including, without limitation, compensatory, incidental, and consequential damages, lost profits, or damages resulting from loss of data or interruption of work) arising out of
 - 13.1.1. use of the Product and Service or inability to use them;
 - 13.1.2. the cost of procuring replacement services;
 - 13.1.3. unauthorized access to or alteration of your transmissions or data;
 - 13.1.4. any other liabilities concerning the Product and Service.
- 13.2. ARBO will only be liable to you for damages caused by wilful misconduct or gross negligence and other damages that may not be limited by applicable law.

14. Indemnification

- 14.1. You agree to indemnify and hold ARBO harmless from and against any reasonably foreseeable direct losses, damages, and reasonable expenses (including reasonable attorney fees and costs) suffered or incurred by ARBO arising out of or related to:
 - 14.1.1. your breach of any of these Terms (including any additional terms and conditions incorporated herein);
 - 14.1.2. any Content you post or otherwise contribute;
 - 14.1.3. any activity in which you engage on or through the Product; and
 - 14.1.4. your violation of any law or the rights of a third party.

15. Entire Agreement

- 15.1. These Terms constitute the entire agreement between you and ARBO and supersede all prior agreements or understandings, whether oral or written.
- 15.2. As noted above, other terms and conditions governing the use of the App and Service are incorporated herein by reference, including the following terms and conditions: https://eshop.adbian.com/privacy_policy-en.pdf and <https://eshop.adbian.com/cookies-en.pdf>

16. No Waiver

- 16.1. The failure of ARBO to exercise or enforce any right or provision of these Terms shall not constitute a waiver of such right or provision.

17. Severability

- 17.1. If any provision of these Terms is found to be invalid or unenforceable, that provision shall be enforced to the maximum extent possible, and the remaining provisions shall remain in full force and effect.

18. Privacy and Data Collection

- 18.1. ARBO values your privacy and is committed to protecting your personal information. Please refer to our privacy policy for more information on how we collect, use, and share your data, available at: https://eshop.adbian.cz/privacy_policy-en.pdf

19. Assignment

- 19.1. ARBO may assign any or all of these Terms and may assign or delegate, in whole or in part, any of its rights or obligations under these Terms. You may not assign these Terms, in whole or in part, nor transfer or sub-license your rights under these Terms, to any third party.

20. Governing Law and Disputes

- 20.1. These Terms shall be governed by the laws of the Czech Republic, in particular, Act No. 89/2012 Coll., The Czech Civil Code, as amended. The courts of the Czech Republic shall have exclusive jurisdiction over all disputes arising out of these Terms and the use of the App.
- 20.2. **The App is not intended for consumers.** If you are a consumer, in the event of a dispute with ARBO, you may use the possibility of out-of-court dispute resolution by contacting the out-of-court dispute resolution entity, which is the Czech Trade Inspection Authority (www.coi.cz) and proceeding in accordance with the rules set forth in the relevant legislation and in accordance with the information provided on the website of the Czech Trade Inspection Authority.
- 20.3. As a consumer residing in the European Union, you can also initiate out-of-court dispute resolution online via the ODR consumer dispute resolution platform, available at ec.europa.eu/consumers/odr
- 20.4. If these Terms are translated into one or more languages, in the event of a conflict between the versions, the English language version shall be used for the interpretation of the Agreement.

21. Contact Information

- 21.1. If you have any questions or concerns regarding these Terms, please contact ARBO at info@adbian.com