GURUWATCH TERMS OF SERVICE

Please read these Terms of Service, our Privacy Policy available at https://www.guruwatch.cz (the "**Website**"), and all other documents referred to herein (collectively, the "**Terms**") carefully before you start using GuruWatch Service. By accessing or using the Service, or by clicking to agree to these Terms when this option is made available, you conclude an agreement on the use of the Services with the Provider, which includes these Terms (the "**Agreement**"). If you do not agree to these Terms, you must not access or use the Service.

1. **Definitions**
    1. "**Provider**" refers to PragueCoding s.r.o., with registered office at V Horkách 1730/3, Nusle, 140 00 Praha 4, ID number: 07811225, registered in the Commercial Register maintained by the Municipal Court in Prague under file no. C 307966.
    2. "**User**" refers to you as a user of the content and services provided through the Website (the "**Service**" or "**GuruWatch**"). GuruWatch is primarily aimed at business-to-business ("B2B") users. However, any individual or entity may register and use the Service subject to these Terms. If you are using the Service on behalf of a legal entity, you, as an individual, represent that you have authority to bind that entity to these Terms, and "User" refers to that entity.
    3. "**Affiliate**" means any entity that controls, is controlled by, or is under common control with a party, where "control" means the power to direct management or policies.
    4. "**Chargeback**" means contacting a bank or credit/debit card provider and rejecting, cancelling, or contesting charges related to the Service.
    5. "**Documentation**" refers to all texts, videos, instructions, or other materials made available by Provider that describe the features of the Service, its technical requirements, or usage.
    6. "**Subscription**" means a paid or free-of-charge arrangement for access to the Service (e.g., monthly, annual, or other arrangement).
    7. "**Subscription start date**" means the date on which the Subscription fee is successfully paid or otherwise due, as set out in Section 5 below.
    8. "**Third-Party Materials**" means materials, documents, data, services, or software not created by the Provider, including open-source software.
    9. "**User Data**" means any data, instructions, materials, or other content (including personal data) provided by or on behalf of the User in connection with the Service.

2. **THE GURUWATCH SERVICE**
    1. <u>Overview.</u> GuruWatch is a web-based tool that monitors product prices and stock availability on various e-shops and presents Users with a management dashboard (including pricing and stock availability).
    2. To enable monitoring, Users must import or otherwise enter details about the products they want to track (e.g., product name, ean code, recommended price) and provide us information about which e-shops they want GuruWatch to track.
    3. <u>Categories of Users</u>
        a. **Free Users** may have limited features or limited e-shop/product capacity. They may purchase paid features at any time.
        b. **Authorized Users under a Paid Subscription:** Have access to all or expanded functionality of the Service under a paid plan. Authorized Users include managers (who can manage the Subscription and the activities of sub-users) and the sub-users themselves.
    4. <u>Grant of Rights.</u> Subject to the User's compliance with the Agreement (including timely payment of fees, if applicable), Provider grants the User a non-exclusive, non-transferable right to use the Service solely for the purposes and within the scope of the Subscription purchased (e.g., limited by the number of monitored products or e-shops and the territory for which User has purchased the Subscription).
    5. <u>Reservation of Rights.</u> All rights, title, and interest (including all intellectual property rights) in and to the Service, the Documentation, and any Third-Party Materials remain with the Provider or their respective owners.
    6. <u>Changes to the Service.</u> Provider may update, modify, or remove parts of the Service at its discretion, for example, to comply with changes in law, improve performance or efficiency, or address security concerns. If a certain e-shop's website changes or becomes technically inaccessible, Provider may discontinue monitoring for that particular e-shop or require additional fees if special technical measures are needed.
    7. <u>Suspension or Termination.</u> Provider may suspend or terminate the User's access to the Service without liability if:
        a. A governmental or judicial order requires Provider to do so (e.g., if providing the Service becomes illegal) or if Provider becomes aware that a governmental authority or other authority with legal authority has enacted a new, or modified an existing, law, rule, regulation, interpretation or decision that would make its performance of any part of the Agreement unlawful or otherwise illegal,
        b. Provider reasonably believes that the User has violated these Terms or engaged in fraudulent or unlawful activities, or
        c. User fails to pay fees when due or initiates a Chargeback.

3. **Use Restrictions**
    1. <u>Prohibited Uses.</u> User must not, and must not allow others to:
        a. Use the Service in violation of the agreed Subscription limits (e.g., monitor more products or e-shops than paid for, or monitor multiple national markets under a single Subscription when each territory should have its own plan),
        b. Rent, sublicense, resell, assign, distribute, or otherwise exploit the Service,
        c. Reverse engineer, copy, or hack the Service,
        d. Use the Service or Provider's confidential information to build a competing service; or
        e. Share Subscription credentials among multiple employees beyond what the Subscription permits,
        f. upload, transmit, or otherwise provide to or through the Service, any information or materials that are unsolicited advertisements or content (i.e., "spam"), unlawful or contain or activate any harmful code,

g. Damage, disable, or overburden the Service, or

h. access or use the Services in manner or for purpose that infringes any intellectual property right or other right of any third party or that violates any applicable law.

2. Market presence. User shall not use one instance of the Subscription for multiple markets (territories). For example, if the User wishes to monitor distribution presence in the Czech republic and Slovak Republic, it shall register and pay separately for both markets.

3. Sanctions. Users represent that they are not the target of any sanctions regime and will not use or access the Service from any country or territory under sanction. Provider may limit Service availability at any time.

4. **USER Obligations**

1. Corrective Action. If the User becomes aware of any potential or actual violation of the Terms, it must immediately act to stop or mitigate such misuse and notify the Provider without undue delay.

2. User Responsibility. User is solely responsible for:

a. Complying with applicable Documentation and ensuring that its system (including modern browser versions with JavaScript enabled) meets minimum technical requirements,

b. The legality of the processing of User Data; ensuring that data subjects, if any, have been informed of and consented (if required) to the transfer and processing of their data through the Service,

c. The security of its login credentials and the activity occurring under its account; and

d. All use of the Service through its account credentials, including any decisions or actions taken based on the data provided by GuruWatch.

5. **Fees and Payment**

1. Paid Services. GuruWatch typically operates on a Subscription basis. For example, a standard plan covers up to 10 monitored e-shops, 100 products, and data refresh up to once per day. The exact plan and fees may vary depending on the number of products, e-shops, frequency of data updates, or any individual discount the User negotiates with the Provider. All currently available plans and add-ons are displayed on the Website or otherwise communicated.

2. Fees. All fees must be paid according to the valid price list at the time of ordering, unless otherwise agreed in writing. Provider may change its price list or introduce new fees for subsequent renewal periods by providing prior notice to the User. Failure to actually use the Service does not absolve the User from paying fees. All fees are non-refundable and non-cancellable.

3. Subscription Term

a. **Subscription Start Date**: The Subscription commences on the day the Provider confirms payment or otherwise grants access.

b. **Auto-Renewal**: Subscriptions renew automatically for the same billing cycle unless terminated according to Section 10.

c. **Changes in Subscription**: If the User needs to monitor more products or e-shops than originally purchased, or if more frequent data refresh is required, the User must upgrade its plan. Any mid-cycle upgrade may result in prorated charges. Downgrades typically take effect at the end of the current Subscription term unless agreed otherwise.

4. Taxes. All fees are exclusive of VAT and other applicable taxes, which will be charged in addition if required by law.

5. Payment. User may pay via credit card or invoice, at Provider's discretion. If paying by credit card, the User must pay the Subscription before the Subscription start date agrees to the applicable Stripe terms (or other payment processor's terms) posted at https://stripe.com or as updated by the payment processor. Subsequent Subscription renewals may be charged automatically to the last used payment method.

6. Late Payment. If the User fails to pay on time, Provider may charge daily interest at 0.5% of the outstanding amount (or the highest rate permitted by law, if lower). The User must also reimburse all costs incurred by Provider in collecting late payments, including legal and collection agency fees.

7. Chargeback. A Chargeback request will be treated as a material breach of these Terms. Provider may immediately suspend or terminate the User's access to the Service without prior notice if it receives notice of a Chargeback. Provider reserves the right to dispute any Chargeback and may restrict the User's future access to the Service if malicious or unfounded Chargebacks are filed.

8. Fair Use Policy. User must not exceed the usage parameters specified in its plan (e.g., number of e-shops, products, or frequency of data refresh). If the User persistently exceeds these limits without upgrading, the Provider may require the User to pay additional fees. If the parties fail to reach an agreement within 30 days from Provider's notice of excessive use, Provider may charge the User for such excessive usage on a pro-rata basis according to the amount of excessive use.

9. Value Acknowledgment. The User acknowledges and agrees that the Service provides substantial benefits that exceed the amount of the monthly subscription fee. The parties further acknowledge that the monthly fee is set at a level that does not necessarily reflect the full scope of the Service's potential or realized value to the User.

6. **Confidentiality**

1. Confidential Information. Each party (as "Disclosing Party") may disclose Confidential Information to the other (as "Receiving Party"). "Confidential Information" includes information about technology, business operations, finances, strategies, or know-how.

2. Exclusions. Confidential Information does not include information that was known lawfully prior to disclosure; becomes publicly available other than through unauthorized disclosure; or is independently developed without reference to the Disclosing Party's Confidential Information.

3. Obligations. The Receiving Party must not use Confidential Information except as necessary for performing under these Terms, and must not disclose it to anyone except employees or contractors with a need to know, who are bound by obligations at least as strict as in this Section

4. <u>Compelled Disclosures</u>. If compelled by law to disclose Confidential Information, the Receiving Party must (where legally permissible) promptly notify the Disclosing Party.

5. <u>Term</u>. Each Party's obligations under this Section 6 will last throughout the Agreement term and for three years thereafter; provided, however, with respect to any confidential information that constitutes a trade secret, such obligations of non-disclosure will survive the termination or expiration of this Agreement for as long as such confidential information remains subject to trade secret protection under applicable law.

7. **Representations and Warranties**

1. <u>Mutual Representations</u>. Each party represents and warrants to the other party that execution of the Agreement by its representative has been duly authorized by all necessary corporate or organizational action of such party; and when executed and delivered by both parties, the Agreement will constitute the legal, valid, and binding obligation of such party, enforceable against such party.

2. <u>User Warranties</u>. User represents and warrants to Provider that it own the necessary rights and consents relating to User Data so that, as received by Provider and processed in accordance with the Agreement, they do not and will not infringe, misappropriate, or otherwise violate any intellectual property rights, or any privacy or other rights of any third party or violate any applicable law.

3. <u>DISCLAIMER</u>. EXCEPT FOR THE EXPRESS REPRESENTATIONS IN SECTION 7.1, THE SERVICE IS PROVIDED "AS IS" AND "AS AVAILABLE." TO THE MAXIMUM EXTENT PERMITTED BY LAW, PROVIDER DISCLAIMS ALL OTHER WARRANTIES, INCLUDING IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, AND NON-INFRINGEMENT. PROVIDER DOES NOT GUARANTEE ERROR-FREE OR UNINTERRUPTED OPERATION, OR THAT IT WILL DETECT OR MONITOR ALL RELEVANT DATA (E.G., CERTAIN E-SHOPS MAY BE UNSUPPORTED OR BLOCKED). USER IS RESPONSIBLE FOR ITS OWN DATA BACKUPS AND MUST NOT RELY ON THE SERVICE AS ITS SOLE DATA STORAGE.

8. **Limitation of Liability**

1. <u>EXCLUSION OF DAMAGES</u>. TO THE MAXIMUM EXTENT PERMITTED UNDER THE APPLICABLE LAW, IN NO EVENT WILL THE PROVIDER OR ANY OF ITS AFFILIATES, LICENSORS, SERVICE PROVIDERS, OR SUPPLIERS BE LIABLE UNDER OR IN CONNECTION WITH THE AGREEMENT OR ITS SUBJECT MATTER UNDER ANY LEGAL OR EQUITABLE THEORY, INCLUDING BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY, AND OTHERWISE, FOR ANY: (a) LOSS OF PRODUCTION, USE, BUSINESS, REVENUE, OR PROFIT OR DIMINUTION IN VALUE; (b) IMPAIRMENT, INABILITY TO USE OR LOSS, INTERRUPTION, OR DELAY OF THE SERVICES; (c) LOSS, DAMAGE, CORRUPTION, OR RECOVERY OF DATA, OR BREACH OF DATA OR SYSTEM SECURITY; (d) COST OF REPLACEMENT GOODS OR SERVICES; (e) LOSS OF GOODWILL OR REPUTATION; (f) CONSEQUENTIAL, INCIDENTAL, INDIRECT, EXEMPLARY, SPECIAL, ENHANCED, OR PUNITIVE DAMAGES, REGARDLESS OF WHETHER THE USER WAS ADVISED OF THE POSSIBILITY OF SUCH LOSSES OR DAMAGES OR SUCH LOSSES OR DAMAGES WERE OTHERWISE FORESEEABLE, AND NOTWITHSTANDING THE FAILURE OF ANY AGREED OR OTHER REMEDY OF ITS ESSENTIAL PURPOSE.

2. <u>CAP ON LIABILITY</u>. TO THE MAXIMUM EXTENT PERMITTED UNDER THE APPLICABLE LAW, IN NO EVENT WILL THE COLLECTIVE AGGREGATE LIABILITY OF THE PROVIDER AND ITS AFFILIATES, LICENSORS, SERVICE PROVIDERS, AND SUPPLIERS ARISING OUT OF OR RELATED TO THE AGREEMENT, WHETHER ARISING UNDER OR RELATED TO BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY, OR ANY OTHER LEGAL OR EQUITABLE THEORY, EXCEED 100 % THE TOTAL AMOUNTS PAID TO THE PROVIDER UNDER THE AGREEMENT IN THE 12 MONTH PERIOD PRECEDING THE EVENT GIVING RISE TO THE CLAIM OR $100 USD, WHICHEVER IS LESS. THE FOREGOING LIMITATIONS APPLY EVEN IF REMEDY FAILS OF ITS ESSENTIAL PURPOSE.

9. **Term and Termination**

1. <u>Term</u>.
   a. These Terms (Agreement) are concluded for an indefinite period. Termination of the Agreement also terminates the Subscription.
   b. initial Subscription term commences on the Subscription start date of order and unless terminated earlier pursuant the Agreement's express provisions, will continue for the agreed Subscription term. Subscription term will automatically renew for additional successive Subscription term of the same length as the previous one unless earlier terminated pursuant to the Agreement's express provisions or either party gives the other party written notice of non-renewal at least thirty (30) days prior to the expiration of the current term or renewal term.

2. <u>Termination</u>:
   a. either party may terminate the Agreement effective on written notice to the other one, if the other one materially breaches the Agreement and such breach is incapable of cure, or remains uncured 30 days after the non-breaching party provides the breaching party with written notice of such breach, and
   b. Provider may terminate the Agreement, effective on written notice, if the User: (i) fails to pay any amount when due hereunder, (ii) breaches any obligations or restrictions under Sections 3 or 4, (iii) files, or has filed against it, a petition for voluntary or involuntary bankruptcy or otherwise becomes subject, voluntarily or involuntarily, to any proceeding under any domestic or foreign bankruptcy or insolvency law, makes or seeks to make a general assignment for the benefit of its creditors; or applies for or has appointed a receiver, trustee, custodian, or similar agent appointed by order of any court of competent jurisdiction to take charge of or sell any material portion of its property or business.

c. Provider may terminate the Agreement for any other reason or no reason at all, provided that in such a case, the User will be refunded the unused pro-rata portion of the fees.

3. Effect. Upon termination:
   a. The User's rights to access the Service immediately end. Provider may disable access without prior notice,
   b. Provider may delete all User Data,
   c. User shall immediately cease all use of the Services and within 15 days, Provider may disable Authorized Users access to the Services,
   d. if User terminates the Agreement pursuant to Section 9.2 (a) or Provider terminates pursuant to section 9.2 (c), User will be relieved of obligation to pay the Subscription fees attributable to the period after the effective date of such termination, in all other cases all fees that would have become payable had the Agreement remained in effect until expiration of the current Subscription term will become immediately due and payable, and User shall pay such fees, together with all previously accrued but not yet paid fees. If Provider is unable to charge them automatically to the payment method User last selected, User will pay the amount on receipt of Provider's invoice therefor.

10. **Final provisions**
    1. Entire Agreement. Agreement constitutes parties sole and entire agreement with respect to its subject matter and supersedes all prior and contemporaneous agreements, with respect to such subject matter. In the event of a conflict between the documents constituting the Agreement, the documents shall apply in the following order: (i) Order form or other custom agreement made between the parties in writing, (ii) Terms of Service, (iii) remaining documents in order of their appearance in the Terms.
    2. Assignment. Neither party may assign or otherwise transfer any of its rights or obligations under the Agreement, without prior written consent of the other party, provided that Provider may assign the Agreement as a whole without User's prior written consent to any Provider Affiliate.
    3. Force Majeure. In no event will Provider be liable for any failure or delay in performance of the Agreement, when any circumstances beyond its reasonable control arise, including acts of God, flood, fire, earthquake, war, terrorism, cyber-attack (including DDoS), invasion, embargoes, strikes, passage of law, including imposing an embargo, export or import restriction, quota, or other restriction or prohibition or any complete or partial government shutdown, or national or regional shortage of adequate power or telecommunications or transportation. Provider may terminate the Agreement if a force majeure event continues for a period of 30 days or more.
    4. Amendment. Provider may revise and update the Terms from time to time in its sole discretion. Changes are effective on the indicated date and apply to all access to and use of the Service thereafter. Changes in the terms of service will be notified to the User by email or by an announcement in the Service. If the User does not agree to a change, the User may terminate the Agreement effective on 30 days' notice, which shall commence on the first day of the calendar month following the delivery of the written notice, provided that the notice must be delivered to the Provider prior to the effective date of the change. In the event of notice under this section, the then current terms of service shall apply for the duration of the notice period. Continued use of the Service following the date of effectiveness of the change means that the User accepts and agrees to the changes. User is expected to check the Terms from time to time so it is aware of any changes, as they are binding on the User.
    5. Notices. Written notices under these Terms may be sent via email to the address provided by the other party or by other electronic means as agreed. Delivery is deemed effective upon sending unless the sender receives a notice of failed delivery.
    6. References. Provider is entitled to reference the User (e.g., by name, logo, or trademark) on its Website or in marketing materials to indicate the User is (or was) a user of GuruWatch.
    7. Severability. If any provision of these Terms is held invalid, the remaining provisions remain in effect. The parties shall negotiate in good faith to replace the invalid provision with a valid one that most closely matches the original intent.
    8. Governing Law; Jurisdiction. Agreement is governed by and construed in accordance with the laws of Czech Republic without giving effect to any choice or conflict of law provision. The courts of the Czech Republic shall have exclusive jurisdiction to settle any such disputes.