

## TERMS OF SERVICE

Last updated 5.18.2022

This Terms of Service (“**Terms of Service**”) govern your access to and use of the website at [marketingminer.com](https://marketingminer.com) (“**Website**”) and the Marketing miner platform, software, services and documentation provided via the Website and/or a dedicated application (“**Platform**”).

By registering for or using the Platform, you signify that you have read, fully understand, and agree to be legally bound by these Terms of Service and to comply with all applicable laws and regulations as they may change from time to time.

These Terms of Service are in effect and was last updated as of 5.18.2022.

### 1. Introductory provisions

- 1.1 **PARTIES.** These Terms of Service constitute a binding, contractual legal agreement between you („**User**“ or „**you**“) and the company **Marketing Miner s.r.o.**, reg. ID 062 78 990, tax ID: CZ06278990, registered office Chelčického 95/15, 370 01 České Budějovice, Czech Republic, registered in the Commercial Register maintained by the County Court in České Budějovice, file no. C 29550 (“**Company**” or „**we**“).
- 1.2 **LEGAL REPRESENTATION.** If you are entering these Terms of Service on behalf of a company, business, or other legal entity, you represent and warrant that you have all proper authorizations needed to bind that legal entity to these Terms of Service.
- 1.3 **OTHER TERMS.** Supplemental terms and conditions or documents that may be posted on the Website and/or within the Platform are hereby expressly incorporated herein by reference.
- 1.4 **BUSINESS ONLY.** The parties acknowledge that services provided under these Terms and Services are not intended for consumers, but only for persons and companies who will use it exclusively in the course of their business.

### 2. Scope of service

- 2.1 **MARKETING TOOLS.** The only scope of the services under this Terms of Service and the main purpose of the Platform is to provide you with access to various marketing tools, that allow you to create reports, use various profilers and set up projects („**Tools**“) – detailed description of the Tools and their functions are available from the Platform. Tools, provided through Platform, may vary over time. Services are provided after entering information requested by the Tool and confirming the process by pressing respective button. You'll always be properly informed, when you are about to use requested Tool.
- 2.2 **ACCURACY OF THE RESULTS.** You acknowledge that any information resulting from using the Tool is provided through automated process. The accuracy and appropriateness of the results may vary, depending on the type and quality of information you provide to us. You acknowledge that information provided through the Tools are not anyhow verified by the Company. The Tools serve as a basis for your further decision-making and any received information should always be assessed afterwards. You expressly acknowledge, that results are directly influenced by the information you provide. If you provide inaccurate, misleading or erroneous information, the accuracy of the results will be directly affected.

### 3. Registration and Use

- 3.1 **USER ACCOUNT.** To use the Platform, you must register and create a user account and provide us with your personal data (“**User Account**”). When registering to use the Platform, you must provide complete and accurate information about yourself and agree to update such information as it changes.
- 3.2 **SECURITY OF THE ACCOUNT.** It is your responsibility to keep your User Account and any password provided to or created by you confidential and secure and you are responsible for all use of the User Account and the password. In the event, that your User Account is used without your consent or that you discover any other breach of security, you agree to promptly notify us. We are not responsible for your failure to comply with this clause, or for any delay in shutting down your User Account after you have reported a breach of security to us.

- 3.3 **ACCURACY OF THE INFORMATION.** By using the Platform, you hereby agree that all registration information you submit will be true, accurate, current, and complete, and that you will maintain the accuracy of such information and promptly update such information as necessary. If you provide any information that is untrue, inaccurate, not current, or incomplete, the Company has the right to suspend your User Account, terminate the agreement under these Terms of Service, delete your User Account and terminate your use of the Platform as well as refuse any and all current or future use of the Platform.
- 3.4 **MULTIPLE ACCESSES.** If applicable under selected Usage plan (as defined below), you may be allowed to create multiple accesses to the Platform. You are allowed to provide such access only to your employees, partners, providers, contractors etc., for the sole purpose of using the Platform on your behalf. You are not allowed to provide such access for any kind of remuneration.
- 3.5 **USER BACKUP, DELETION OF REPORTS.** You acknowledge that the Platform does not serve as a data backup tool and therefore that you are responsible for regularly backing up any content from the Platform. Also, if the agreement under these Terms of Service is terminated, we are not obliged to provide you with any data stored in the Platform. You expressly acknowledge, that "Reports" are stored for the limited period - 1.5 years after their creation. In case you do not want to lose the data from the Report, it is necessary to create a backup of this data in time.

#### 4. Usage Plans, Payments

- 4.1 **USAGE PLANS.** To use the Platform, you must choose one of the usage plans, described on the Platform ("Usage Plan") and authorize us to charge you with a fee plus applicable taxes („Fee"), unless the respective Usage plan is provided for free. Different usage limitations, conditions, and restrictions may apply depending on the Usage Plan you select.
- 4.2 **PAYMENT METHODS.** While choosing paid Usage plan, you will have to choose desired payment method that will be used for the payment of Fees. You acknowledge that payment processing is performed by third parties and may be subject to special terms of service.
- 4.3 **PAYMENTS OF THE FEES.** The Fees will be charged to you periodically in accordance with chosen Usage Plan. The Fees will be payable immediately upon commencement of the Usage Plan, and you will be charged with Fees after the end of the relevant Subscription Period (as defined below). The applicable taxes might depend upon your location.
- 4.4 **NO REFUNDS.** All Fees are non-refundable, except in accordance with these Terms of Service and as required under applicable law.
- 4.5 **FAILURE OF PAYMENT PROCESSING.** If the payment of the Fee fails to be processed, you will receive an email with a warning as to this fact with information that such payment shall be attempted to be processed again. You hereby acknowledge that if such a payment fails to be processed during this subsequent period of time, we are entitled to disable your User Account and you will no longer be able to access and use the Platform until the respective payment of the Fee is paid.

#### 5. Subscription plans

- 5.1 **SUBSCRIPTION PLAN AND CREDITS.** If you decide to use one of our paid Usage plans, then, in accordance with the Usage Plan you select, we'll provide you access to the Platform on a subscription basis, through regular subscription payments. The recurring Fee ("Subscription Fee") is always paid for a specific period of time ("Subscription Period").
- 5.2 **SUBSCRIPTION FEE AND ITS CHANGES.** The Subscription Fee and Subscription Period for each Usage Plan is listed on the Website. We reserve the right to change the Subscription Fee of any Usage Plans, its features and/or items provided within the Platform at any time and for any or no reason prior to the transaction. The change in Subscription Fees has no effect on Usage Plans already paid for.
- 5.3 **RENEWAL OF THE USAGE PLAN.** Paid Usage Plans are billed periodically until you cancel your subscription. We will provide you with notice of the renewal. If you cancel your Usage Plan rather than renew, the cancellation will be effective the day after the end of your current Usage Plan term.
- 5.4 **CANCELATION.** You may cancel your recurring Usage Plan by completing the cancellation process within the Platform. We will not provide refunds for any partial subscription periods for Usage Plans unless stated otherwise

within these Terms of Service. Following the termination or cancellation of your subscription, you will continue to have access to the Platform through the end of your current Usage Plan period, at which point your subscription will automatically switch to free Usage plan (if available).

## 6. Credits

- 6.1 **CREDITS.** Under each Usage Plan, you are provided with a certain number of credits ("**Credits**"). You will be charged a predetermined number of Credits for each use of any of the Tools through the Platform.
- 6.2 **NUMBER OF CREDITS AVAILABLE.** Information on how many Credits you'll be awarded under respective Usage Plan and an overview of the number of remaining Credits you have available until the end of the Subscription Period is always available from your User Account. Unused Credits within the Subscription Period can't be neither carried over to the next Subscription period nor refunded.
- 6.3 **EXPIRATION DATE.** Credits bought within our Platform may have an expiration date. Upon expiration, Credits will expire without refund. Information about the expiration of Credits is always available within the Platform. We will do our best to notify you of the impending expiry of Credits, but any failure to do so will not affect the expiry itself.
- 6.4 **FREE CREDITS.** In our sole discretion, we may decide to provide you with free Credits ("**Free Credits**"). You acknowledge that special terms and conditions may apply in relation to such Free Credits - these terms and conditions will always be available on the Platform.
- 6.5 **TRANSFER OF CREDITS.** You are not entitled to transfer any Credits you purchase to any other person or entity, use such Credits for the benefit of any other person or entity or deal with the Credits or any rights or interest in the Credits in any way, except as explicitly provided for in these Terms of Service.
- 6.6 **CANCELLATION OF CREDITS.** We reserve the right at any time without notice to cancel any Credits previously acquired by you, if you are in breach of any of your obligations under these Terms of Service. In addition, in the event of the cancellation of your User Account any unused Credits you currently hold will automatically be deemed to also be cancelled. To the greatest extent permitted by law, we will have no further liability to you with regard to any cancelled Credits including with respect to any obligation to refund to you the purchase price paid for such Credits.

## 7. Service Level Agreement

- 7.1 **SERVICE LEVEL.** The Company undertakes to make all reasonable efforts to provide you with the following service level and support:
  - 7.1.1 **AVAILABILITY.** The Company aims for the availability of the Platform at the service level of 96 % within the operating time of 10 hours on working days, while holidays and non-working days set for the Czech Republic are not included, with a permissible time of accumulated outages with a monthly evaluation of max. 8 hours and 15 minutes within the defined working hours (e.g. 2021 has 252 working days, on the basis of 10 hours per day, which provides a maximum monthly outage of 8,4 hours with an availability of 96 %);
  - 7.1.2 **CUSTOMER SUPPORT.** The Company will provide the User with email customer support within the period set in the respective Usage Plan selected by the User. The response times specified in the respective Usage Plans always refer to the times within which the Company shall first respond to User's e-mail regarding the issues with availability and functionality;
  - 7.1.3 **PLANNED OUTAGES.** The Company is entitled to perform planned outages of the server and equipment on which the Platform is run and provided after prior notice to the User sent to User's email. Such downtimes are not counted as an outage for the purpose of calculating the level of service level.
- 7.2 **EXCEPTIONS FROM SLA.** The Company cannot guarantee service level and maintenance duties of the Company:
  - 7.2.1 **INCOMPATIBILITY.** if the problem has been caused by using equipment, software or service(s) that are not supported, recommended, allowed and/or are specifically prohibited under these Terms of Service;
  - 7.2.2 **UNAUTHORISED USE.** if the problem has been caused by using the Platform in a way that is not recommended, allowed and/or is specifically prohibited under these Terms of Service;
  - 7.2.3 **THIRD PARTY CAUSES.** to any issues caused by the User, third parties, third party software or other circumstances arising independently of the Company's will, such as for e.g. insufficient or no internet

connection of the User; infection of the information system of the User by computer viruses or other malicious software, or another similar attack not caused by the Company; obstacles caused as a result of a strike by the User's employees, i.e. as a result of a partial or complete interruption of work by the employees; targeted cyber attack, force majeure (e.g. floods, war, acts of god, civil unrest, epidemic, etc.); accidents; failures of public telecommunications networks or other actions necessary to ensure the operation by the Company (e.g. software updates, server configuration), etc.;

- 7.2.4 **OUTTAGES.** if the issue has been caused by an outage, availability or functionality issue caused by the provider of services necessary for operating the Platform and/or any of its components by the Company without any fault of the Company, e.g., the provider of hosting services;
- 7.2.5 **BREACH OF TOS.** if the User is in breach of these Terms of Service for any reason (e.g., late payment of fees, improper use, etc.).
- 7.3 **EVENTS OUTSIDE OUR CONTROL.** The User acknowledges that events may occur outside the Company's control that affects the availability and functionality of the Platform that may cause the Company to be unable to provide the User with customer support and service level of the Platform in compliance with these Terms of Service and the respective Usage Plan. The Company shall not be liable for any damage incurred by the User in connection with such events and is not in default with the fulfilment of its obligations under these Terms of Service during such events.

## 8. Permission to Use the Platform

- 8.1 **SOFTWARE AS A SERVICE.** The Platform, software and services provided therein are operated and provided in the form of "SaaS" (Software as a Service), i.e. you do not own or purchase the software itself. Access to the Platform and data processed within Platform is provided exclusively through the User Account protected by name and password.
- 8.2 **OWNERSHIP OF THE PLATFORM.** For avoidance of all doubt, The Platform is the property of the Company and the Company retains all rights, title and interest in and to the Platform, including any intellectual property rights regarding trademarks, service marks and trade secrets, as well as any rights in copyrighted or patented materials provided to you as part of the Platform.
- 8.3 **LIMITED LICENSE TO THE PLATFORM.** In the event that the parties or any binding authority conclude that a license is required to provide services through the Platform, then the Company grants you a revocable, nonexclusive, non-transferable, non-assignable, territorially unlimited and time limited license to use the Platform to limited number of users, solely for its intended purpose of using the Tools for designated purpose, solely as permitted under these Terms of Service („**Limited License**“) and in accordance with chosen Usage Plan. This Limited License does not include any rights not specifically enumerated herein, and, for greater certainty, does not include permission or a license to redistribute, reproduce or republish (including communication to the public via the Internet), access, copy, in any form, neither the Platform nor any of its content, programming, code or databases associated therewith. You are not permitted to sub-license the Limited License.
- 8.4 **RIGHTS TO THE DATABASE.** Any databases available within the Platform are further protected by a special right of the database acquirer, that is the Company.

## 9. User Conduct, Representations, Restrictions

- 9.1 **PROHIBITED BEHAVIOUR.** You may not access or use the Platform for any purpose other than that for which the Company makes the Platform available. You agree not to and shall not, and will not permit others to:
  - 9.1.1 use the Platform or any component of the Platform, in whole or in part, except as expressly provided in these Terms of Service;
  - 9.1.2 decompile, reverse engineer, disassemble, attempt to derive the source code of, or decrypt the Platform;
  - 9.1.3 circumvent, bypass, disable, or otherwise interfere with security-related features of the Platform;
  - 9.1.4 rent, lease, sublicense, loan, resell or distribute the Platform and/or the access to the Platform, or any part thereof;
  - 9.1.5 allow or otherwise enable access to the Platform or your User Account in the Platform to third parties without proper authorization or appropriate licensing.

- 9.2 **MONITORING OF ILLEGAL ACTIVITIES.** The Company reserves the right, but not the obligation, to monitor the Platform for violations of these Terms of Service, and to take appropriate legal action against anyone who, in its sole and absolute discretion, violates the law or these Terms of Service, including without limitation, reporting such a user to law enforcement authorities.

## 10. Our Modifications to the Platform

- 10.1 **MODIFICATIONS TO THE PLATFORM.** The Company reserves the right, with prior notice, to change, modify, or remove the contents of the Platform, suspend, or discontinue, temporarily or permanently, the Platform or any part thereof or any service to which it connects at any time or for any or no reason, including to enhance the Platform functionality or stability or to address potential safety or security concerns, at its sole and absolute discretion. The Company will not be liable to the User or any third party for any modification, suspension, or discontinuance of the Platform.
- 10.2 **APPLICABILITY OF TERMS AND CONDITIONS.** If the Platform is updated, upgraded or modified, whether to enhance or correct features or functionality, then these Terms of Service will apply to the updates, upgrades and modifications in addition to any other terms that are presented to you in connection with the update, upgrade or modification and such updates and upgrades shall be deemed to constitute part of the Platform and shall be subject to all terms and provisions set forth in these Terms of Service, including, without limitation, terms and provisions related to licenses, use restrictions, ownership and distribution of the Platform.

## 11. Third-Party Websites and Content

- 11.1 **THIRD PARTY CONTENT.** The Platform may contain (or the User may be sent from the Platform) advertisements and links to other websites ("**Third-Party Websites**") as well as articles, photographs, text, graphics, pictures, designs, music, sound, video, information, applications, software, and other content or items belonging to or originating from third parties ("**Third-Party Content**"). Such Third-Party Websites and Third-Party Content are not investigated, monitored, or checked for accuracy, appropriateness, or completeness by the Company, and the Company is not responsible for any Third-Party Websites accessed through the Platform or any Third-Party Content posted on, available through, or installed from the Platform. If the User decides to leave the Website and/or the Platform and access the Third-Party Websites or to use or install any Third-Party Content, the User does so at User's own risk, and the User should be aware these Terms of Service no longer govern such access.

## 12. Warranty, Liability limitation

- 12.1 **SCOPE OF LIABILITY.** If the Company does not perform substantially in accordance with this agreement, the entire and exclusive liability of the Company, and your sole and exclusive remedy, in respect of such warranty will be limited to, at the Company's option, to either: (i) repair of the Platform; or (ii) terminate this Agreement and refund you for unexpired Subscription Period you have paid for (considering the amount of Credits left unused). This warranty applies only to the Platform, as originally delivered.
- 12.2 **WARRANTY EXCLUSION.** THE USER HEREBY ACKNOWLEDGES, THAT THE PLATFORM AND ANY RELATED SERVICE OR DOCUMENTATION IS PROVIDED AND LICENSED "AS IS" TO THE FULLEST EXTENT PERMITTED BY LAW, AND THE COMPANY HEREBY DISCLAIMS ALL OTHER CONDITIONS, INDEMNITIES, GUARANTEES, REPRESENTATIONS AND WARRANTIES, EXPRESS OR IMPLIED, ARISING FROM LAW, CUSTOM, PRIOR ORAL OR WRITTEN STATEMENTS OR OTHERWISE WITH RESPECT TO THE PLATFORM AND/OR ANY OF ITS COMPONENTS AND ANY RELATED SERVICE OR DOCUMENTATION, INCLUDING WITHOUT LIMITATION THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE SATISFACTORY QUALITY, AND NON-INFRINGEMENT OF ANY LAW OR REGULATION.
- 12.3 **SCOPE OF SUPPORT.** EXCEPT AS STATED IN PAR. 7.1 AND 12.1 OF THIS TERMS OF SERVICE, THE COMPANY HAS NO OBLIGATION TO PROVIDE ANY SUPPORT FOR THE PLATFORM, AND/OR ANY OF ITS COMPONENTS, OR TO CONTINUE PROVIDING, UPDATING OR CORRECTING ANY DEFECTS OR ERRORS OF THE PLATFORM, REGARDLESS OF WHETHER YOU INFORM THE COMPANY OF SUCH DEFECTS OR ERRORS OR THE COMPANY OTHERWISE IS, OR BECOMES AWARE OF, SUCH DEFECTS OR ERRORS, TO THE FULLEST EXTENT PERMITTED BY THE LAW. BY WAY OF EXAMPLE AND NOT IN LIMITATION, THE COMPANY DOES NOT WARRANT THAT: A) USE OF THE PLATFORM OR ANY PART THEREOF WILL BE UNINTERRUPTED OR ERROR FREE; B) ALL DEFECTS IN THE PLATFORM WILL BE CORRECTED.

- 12.4 **LIABILITY EXCLUSION.** TO THE MAXIMUM EXTENT PERMITTED BY THE LAW, THE USER AGREES THAT UNDER NO CIRCUMSTANCES SHALL THE COMPANY BE LIABLE TO THE USER, OR ANY OTHER PERSON OR ENTITY CLAIMING THROUGH THE USER, FOR ANY INCONVENIENCE, DIRECT OR INDIRECT DAMAGES, INCLUDING ANY LOSS OF PROFITS OR OTHER DAMAGES (“**LOSSES**”), WHETHER ARISING OUT OF THIS AGREEMENT, STATUTE OR OTHERWISE ARISING OUT OF OR IN CONNECTION WITH THOSE, CAUSING USER’S INABILITY TO ACCESS OR USE THE PLATFORM DURING ANY DOWNTIME, OUTAGE OR DISCONTINUANCE OF THE PLATFORM, WHETHER OR NOT THE DAMAGES ARE FORESEEABLE AND WHETHER OR NOT THE COMPANY WAS ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. IN SUCH A CASE NOTHING IN THESE TERMS OF SERVICE WILL BE CONSTRUED TO OBLIGATE THE COMPANY TO MAINTAIN AND SUPPORT OF THE PLATFORM OR TO SUPPLY ANY CORRECTIONS, UPDATES, OR RELEASES IN CONNECTION THEREWITH.
- 12.5 **EXAMPLES OF LIABILITY EXEMPTIONS.** For the avoidance of doubt, according to the abovementioned paragraphs, the Company will assume no liability or responsibility for especially, but not limited to:
- 12.5.1 any errors, mistakes, or inaccuracies of the Platform;
  - 12.5.2 quality, availability and scope of any services provided free of charge;
  - 12.5.3 property damage, of any nature whatsoever, resulting from your access to and use of the Platform and/or any of its components;
  - 12.5.4 any unauthorized access to or use of Company’s secure servers and/or any and all personal information and/or financial information stored therein;
  - 12.5.5 any behaviour of individual users or their way of using the Platform, especially one that is not in accordance with these Terms of Service or the law, nor for damages and damage thus caused;
  - 12.5.6 any interruption or cessation of transmission to or from the Platform;
  - 12.5.7 services provided by other entities, their quality, quantity or any consequences, or for the rights and obligations associated with these services, accessories, etc.;
  - 12.5.8 any bugs, viruses, trojan horses, or the like which may be transmitted to or through the Platform and/or any of its components by any third party;
  - 12.5.9 any payments, transactions or transfers that the User makes, and/or with the help of which the respective payment for the usage plan is made. The operators of these payment companies are responsible for these (transactional) services and portals; and/or
  - 12.5.10 any impossibility of using the Platform and/or any of its components if the User does not own suitable and sufficient software or hardware equipment.
- 12.6 **NON-EXCLUDABLE LIABILITY.** The liability limitation shall however not apply to, or take into account, damages resulting from the gross negligence, bad faith or the wilful or intentional misconduct of the Company.
- 12.7 **LIABILITY CAP.** The Company’s total cumulative liability for Losses suffered or caused due to or in connection with any agreement concluded under these Terms of Service or the use or performance of the Platform or the services related thereto, shall in any case not exceed the amount of all Fees actually paid or due to be paid by respective User.

### 13. Indemnification

- 13.1 **RIGHT TO INDEMNIFY.** You hereby agree to defend, indemnify, and hold the Company and its agents, employees, officers, directors, successors, and assignors (“**Released Parties**”) harmless from and against any loss, damage, liability, claim, demand, or expense, including reasonable attorneys’ fees and expenses, asserted by any third party or an entity due to or arising out of:
- 13.1.1 your use of the Platform;
  - 13.1.2 your breach of these Terms of Service;
  - 13.1.3 any breach of User’s representations and warranties set forth in these Terms of Service;
  - 13.1.4 your violation of the rights of a third party, including, without limitation, all claims based on publicity rights, defamation, invasion of privacy, copyright infringement, trade-mark infringement or any other cause of action whatsoever; and/or

13.1.5 any other harmful act toward any other user of the Platform.

13.2 **OBLIGATION TO COOPERATE.** Notwithstanding the foregoing, the Company, to the extent permissible by law, reserves the right, at your expense, to assume the exclusive defence and control of any matter for which you are required to indemnify the Company and you agree to cooperate, at your expense, with Company's defence of such claims. The Company will use reasonable efforts to notify you of any such claim, action, or proceeding which is subject to this indemnification upon becoming aware of it.

## 14. Termination

14.1 **WAYS OF TERMINATION.** These Terms of Service and the agreement concluded hereunder shall remain in effect until terminated by:

14.1.1 withdrawal;

14.1.2 notice;

14.1.3 cancelling the Usage plan, deleting the User Account and ceasing to use the Platform by the User;

14.1.4 termination of the legal entity (the Company or the User) with liquidation;

14.1.5 termination via an agreement of the Company and the User.

14.2 **EXCLUSION OF OTHER MEANS OF TERMINATION.** The Company and the User hereby expressly exclude any other means of termination of the agreement concluded hereunder stipulated by legal regulations than those agreed in these Terms of Service to the fullest extent permissible by law. The Company and the User further expressly exclude the application of § 2370 of the act. no. 89/2012 Coll., Civil Code, as amended ("CC").

14.3 **TERMINATION BY THE USER.** The User may terminate the Agreement under these Terms of service at any time and for any or no reason. Termination of this agreement is achieved by cancelling the selected Usage Plan and deleting User Account. See Section 5.4 of these Terms of Services for more information on cancelling subscriptions.

14.4 **TERMINATION BY THE COMPANY.** The Company may terminate the agreement under these Terms of Service at any time and for any or no reason with a notice sent to the User in a form of a written notice, including an e-mail, a notification or a message sent via the Platform, with a notice period of one month which commences on the first day of the calendar month following the calendar month in which the notice is delivered to the User, provided that the agreement concluded hereunder is not terminated by other means of termination or cancellation herein prior to the end of the notice period. In such a case of termination, the User is entitled to obtain a refund in the amount corresponding to unused part of the Subscription Period and/or the Credits, if applicable.

14.5 **WITHDRAWAL.** Withdrawal from the agreement under these Terms of Service is permitted in these cases:

14.5.1 **FREE SERVICES.** Both the Company and the User may withdraw from the agreement under these Terms of Service any time, if the Company provides its Services solely for free and the User has not opted for any paid Usage Plan. Upon such termination any access granted to the Platform and/or any of its components and the services provided is deemed to be revoked and the User is no longer entitled to use any of the functions of the Platform and/or any of its components and/or any part thereof as well as the User Account. For the avoidance of any doubt, the User is not entitled to any kind of refund or compensation in connection with such termination.

14.5.2 **VIOLATION OF TERMS BY THE USER.** The Company may withdraw from the agreement under these Terms of Service should the User fail to comply with or violate any of the terms set forth in these Terms of Service. In such an event the agreement under these Terms of Service and the rights provided to the User hereunder shall terminate immediately upon receiving a written notice, including an e-mail, a notification or a message sent via the Platform to the User by the Company specifying the reasons for the withdrawal. Upon such termination any access granted to the User to use the Platform and/or any of its components and the services provided is deemed to be revoked and the User is no longer entitled to use any of the Platform, Company Asset and/or any of its components and/or any part thereof as well as the User Account.

14.5.3 **VIOLATION OF TERMS BY THE COMPANY.** The User may withdraw from the agreement under these Terms of Service if the Company violates its obligations arising from these Terms of Service in a particularly serious manner, specifically, if the Company makes the Platform unavailable permanently. The legitimate withdrawal from the agreement under these Terms of Service by the User is effective immediately upon the Company receiving a written notice, including an e-mail stating the withdrawal from the agreement under these Terms

of Service and unequivocally specifying the reasons for the withdrawal by the User as per this paragraph. In such a case of termination, the User is entitled to obtain a refund in the amount corresponding to unused part of the Subscription Period and/or the Credits.

- 14.6 **REJECTION OF AMENDMENTS.** The agreement under these Terms of Service may also be terminated based on the User's rejection of amendments to the Terms of Service as per par. 19.4. of these Terms of Service. The User is entitled to obtain a refund in the amount corresponding to the proportionate amount paid for the relevant Usage Plan remaining as of the day of such termination.

## 15. Jurisdiction and governing law

- 15.1 **JURISDICTION.** This agreement will be governed by and construed and interpreted in accordance with the law of the Czech Republic.
- 15.2 **GOVERNING LAW.** The Company and the User hereby expressly agree that in the event of any dispute arising from the agreement under these Terms of Service the courts of the Czech Republic shall be the courts competent to resolve such a dispute, specifically the general court of the Company.

## 16. Severability

- 16.1 **NO WAIVER.** No failure to exercise, and no delay in exercising, on the part of either party, any privilege, any power or any rights hereunder will operate as a waiver thereof, nor will any single or partial exercise of any right or power hereunder preclude further exercise of any other right hereunder.
- 16.2 **SEVERABILITY.** If any provision of these Terms of Service shall be determined to be unlawful, void, or unenforceable, or invalid, that provision or part of the provision is deemed severable and shall be limited or eliminated to the minimum extent necessary so that these Terms of Service shall otherwise remain in full force and effect and enforceable. Such provision may be changed and interpreted to accomplish the objectives of such provision to the greatest extent possible under applicable law and the remaining provisions will continue in full force and effect.

## 17. Electronic Communications, Transactions and Signatures

- 17.1 **ELECTRONIC COMMUNICATIONS.** Using the Platform, sending the Company emails, and completing online forms constitute electronic communications. The User consents to receive electronic communications, and agrees that all agreements, notices, disclosures, and other communications the Company provides to the User electronically, via email, on the Website and/or within the Platform, satisfy any legal requirement that such communication be in writing. The User hereby agrees to the use of electronic signatures, contracts, orders, and other records, and to electronic delivery of notices, policies, and records of transactions initiated or completed by the Company, via the Website and/or the Platform.

## 18. Personal data

- 18.1 **PROTECTION OF PERSONAL DATA.** The Company cares about personal data privacy and security and is aware of the fact that during the course of its operation the Company processes information considered personal data pursuant to Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016 on the protection of natural persons with regard to the processing of personal data and on the free movement of such data, and repealing Directive 95/46/EC (General Data Protection Regulation) ("**GDPR**"), and is aware of the importance of protecting such data and complying with all legal and ethical rules relating to its processing. Customer data protection is an indisputable priority of the Company.
- 18.2 **PRIVACY POLICY.** The User is required to review the Company's Privacy Policy <https://www.marketingminer.com/en/privacy-policy>.
- 18.3 **DATA PROCESSING AGREEMENT.** When providing you our services upon our request, it is possible that we'll be instructed to process personal data on your behalf in accordance with your instructions. In order to process such personal data on your behalf, we hereby conclude a data processing agreement. Content of such data processing agreement is available from <https://www.marketingminer.com/en/data-processing-agreement>.



## 19. Miscellaneous

- 19.1 **SUCCESSION AND NON-TRANSFERABILITY.** The agreement under these Terms of Service is binding upon you and your respective heirs, executors, beneficiaries, successors and assignors and you may not assign the agreement under these Terms of Service to any other party without our prior express written consent, which may be withheld in our sole and absolute discretion. We may assign any or all of its rights and obligations to any third party at any time.
- 19.2 **RIGHTS TO SUBMISSIONS.** The User acknowledges and agrees that any questions, comments, suggestions, ideas, feedback, or other information regarding the Platform ("**Submissions**") provided by the User to the Company are non-confidential and shall become the Company's sole property. The Company shall own exclusive rights, including an unlimited license to all intellectual property, and shall be entitled to the unrestricted use and dissemination of these Submissions for any lawful purpose, commercial or otherwise, without acknowledgment or compensation to the User. The User hereby grants an exclusive and unlimited license to any such Submissions and waives the right to any kind of remuneration, and the User hereby warrants that any such Submissions are original with the User or that the User has the right to submit such Submissions. The User agrees there shall be no recourse against the Company for any alleged or actual infringement or misappropriation of any proprietary right in User's Submissions.
- 19.3 **EXCLUSIVITY.** These Terms of Service constitute the entire agreement and exclusive statement of the mutual understanding between the Company and the User at the time of its acceptance by the User and supersede and cancel all previous written and oral agreements and communications of the Company and the User, relating to the subject matter of these Terms of Service.
- 19.4 **CHANGES.** The User and the Company hereby agree that the Company may change these Terms of Service to the appropriate extent and at the same time agree that the User shall be notified of any change of these Terms of Service by means of an email and/or notification displayed to the User on the Platform. In such case the User is responsible for reviewing any new changes to these Terms of Service. The User has the right to reject the amendments to these Terms of Service with a written notice to the Company including an e-mail, a notification or a message sent via the Platform, resulting in a termination of the agreement. The User will be deemed to have been made aware of and to have accepted the changes in any revised terms of these Terms of Service by the User's continued use of the Platform after the date when such revised Terms of Service are posted, and the User has been notified thereof. In the event that a new agreement is concluded under the Terms of Service including any further changes, amendments or modifications, the newly concluded agreement shall be governed by the Terms of Service in force as of the date of conclusion of such an agreement.
- 19.5 **LANGUAGE.** Any contract between the Company and the User is concluded in English.
- 19.6 **COSTS OF COMMUNICATION.** The costs of using the communication services on the part of the Company do not increase the costs of the User. The costs of remote communication means used by the User are the User's sole responsibility and go to User's burden.
- 19.7 **EXCLUSION OF SOME PROVISIONS.** The contracting parties hereby expressly exclude the application of the provisions of § 557, 1798, 1799, 1800.