

## GENERAL TERMS AND CONDITIONS

according to § 1751 et seq. Law no. 89/2012 Coll., Civil Code (the "Civil Code")

released by company Supine Labs s.r.o. based in: Vašíčkova 3081, 272 04 Kladno, Czech Republic, CIN(CZ): 08171661, SZ: C 314147 registered in City court in Prague.

### I. DEFINITIONS

1. **Online portal** (hereinafter referred to as "**Portal**") refers to the website at address channelcrawl.com.
2. **Operator** of Portal is company Supine Labs s.r.o. based in: Vašíčkova 3081, 272 04 Kladno, Czech Republic, CIN(CZ): 08171661, SZ: C 314147 registered in City court in Prague.
3. **User** refers to any person or entity who enter a contract with Operator, or any person or entity who has shown interest to enter into a licensing agreement.
4. **Data content** refers to any text, images, media or files on a Portal.
5. **Exported data** refers to any file that contains Data content from Portal.
6. **Premium subscription(s)** (also referred as **Subscription plan(s)**) refers to paid subscription plan, that enables User to consume Data content under specific rules.
7. **Registration** refers to the process by which the User voluntarily provides identifying information on the Portal.
8. **Third party** refers to any other entity distinct from the Operator or User.
9. **Payment gateway** refers to the Third party service that handles payment between User and Operator.
10. **User account** is an account on the Portal set up for a particular User.
11. **Applicable laws** means any laws, regulations, regulations or directives issued or adopted in accordance with the laws of the respective state, European Union law or other international organizations (including any national or international, transnational, regional, district, local, territorial or other which include, among others, Directive 95/46 / EC of the European Parliament and of the Council, Directive 2002/58 / EC of the European Parliament and of the Council, decisions and guidelines of the European Commission as transposed into national legislation by individual Member States or other states, and any amendments, additions or amendments thereto, including the GDPR Regulation and the relevant legislation implementing or supplementing the GDPR Regulation, as well as any sector-specific self-regulatory principles and principles applicable in a given location or region September to provide or receive services that relate to the processing of personal data or capture, recording and monitoring communications.

### II. BASIC ESTABLISHMENT

1. The General Terms and Conditions (hereinafter "GTC") included in this document state the governing the rights and obligations of Users and Operators incurred by or under Subscription plan to the Portal under § 2358 of the Czech Civil Code.

2. These Terms and Conditions are an integral part of any contract between the User and the Operator. Users using the Software or the Portal are obliged to honor contractual arrangements referred to in these GTC. In the event of a violation to the provisions stated in these GTC, the Operator is authorized to take legal action or make any other action contained in the GTC and/or actions which are allowed under applicable laws. Any use of the Portal, User confirms that he agrees with these GTC.

### III. DELIVERY

1. The User and Operator agree to mutually deliver any correspondence by e-mail, using the email address provided by the User during registration or any other email address that is listed on the Portal (or contact form).

### IV. PREMIUM SUBSCRIPTION

1. The Operator grants the User a non-exclusive, limited-time, non-transferable license to consume Data content within Premium subscription plan. The license is limited to the pre-paid time period corresponding with specific Premium subscription plan, that User chose. The license is granted only to the extent of serving the usual and proper use of the Portal, with the following restrictions:
  - a. The User is entitled to use the license to which it paid a subscription price,
  - b. User may not sublicense, nor has it in any way dispose of,
  - c. User may not use the license for illegal purposes,
  - d. User may not use the Portal in a manner which would reduce the value of the work,
  - e. User may not modify, copy, or otherwise reproduce any portion of the Portal and from them create comprehensive or derivative works
  - f. The User is not authorized to use the Portal in any way that violates these GTC or Czech legislation.
2. Subscription plan does not include rights to downloading Data content.
3. User can download the Data content for an additional fee. The fee is calculated based on the size of data, that User requested.

### V. PRICE AND PAYMENT

1. The price for the Premium subscription is listed on the Portal.
2. The price may be subject to taxes and other charges arising from generally binding legal regulations.
3. The Operator shall not be responsible for processing payments from Users. All payments are made through the Payment gateway.
4. The User takes the risk of a change in circumstances within the meaning of § 1765 paragraph. 2 of the Czech Civil Code.
5. The Operator reserves the right to change price of Premium subscription plans.

## VI. A CONCLUSION OF THE CONTRACT

1. The license is issued between the Operator and the User when the User successfully completes payment at the Payment gateway. At this time, the agreement takes effect.
2. The User is required to correctly and truthfully declare all information and billing information that is required on the Payment gateway.
3. The subscription is for a period of one month or 12 months, with an automatic renewal extension.
4. The User is aware of the nature and content of the Data content and therefore he is not entitled to refund payments when the license was already paid for on the grounds that he is not pleased with Data content.

## VII. USER ACCOUNT

1. User accounts are created when User when the User successfully completes payment at the Payment gateway.
2. The User is obliged to store login information (email and password) in secrecy.
3. The User Account contains personal information that is protected by a combination of email and password.
4. The User takes full responsibility for it is shared with whom (adding access rights) their content User account and personal information, which contains the User's account.
5. The Operator is not liable for any misuse of the User account, other Users or Third parties. The User is fully responsible for the use of their hardware and software, including the confidentiality of your prospective User names, passwords or any other data, and bears all responsibility and costs incurred in connection with violation of these GTC.
6. The Operator reserves the right to cancel the User account, if the User violates its obligations under the license agreement and / or these GTC.
7. The User is not entitled to assign or transfer his rights and obligations arising from the contractual relationship with the Operator in connection with the use Portal to a Third party, even free of charge. The User agrees that all rights and obligations of the Operator under these Terms and Conditions, any rights and obligations of the Operator resulting from the licensing and operation of the Portal to the User may be without any further consent of the User forwarded to Third parties.

## VIII. DISCLAIMER

1. The Operator undertakes to make every effort to operate the Portal and is provided to Users in accordance with these GTC.
2. The Operator is not responsible for the state and correctness of Data content.
3. The Operator is not responsible for the content of such information or the performance of such services and the responsibilities, rights and obligations of Users and such Third parties are governed by the conditions laid down such Third party and the Operator is not a party to any legal relationship established by the provision of such services.

4. The Operator is not liable due to the nature of email communication for the proper delivery of email messages and is not responsible for any damages caused by undelivered or lost e-mail message.
5. The Operator is not responsible for the use / misuse of data by the User through the Portal.
6. The Operator is not liable for any damage or loss caused to User or Third party due to use / misuse of Data content.
7. The Data content is only accessible via the Portal. Any other approach to Data content is prohibited.
8. Any robotic / automated use of Portal or Data content is prohibited.
9. Operator reserves the right to change the Portal or Data content.
10. Operator reserves the right for that the Portal may not always be available continuously, mainly due to routine maintenance of hardware and software or technical failures beyond the control of the Operator. Operator is not responsible for errors and failures: in conjunction with the Portal.
11. The Operator is not obliged to improve or otherwise modify existing version of the Portal or the whole service.
12. The User is not entitled to enforce compensation for any damages or any losses in connection with the use of the Portal.
13. Operator expressly informs the User that the use of the Portal in breach of these GTC may cause infringement or show signs of criminal activity.

#### IX. EXCLUSION OF PROVIDING SERVICES

1. The Operator reserves the right to refuse providing User license and / or terminate the End User License Agreement:
  - whose activity is at least partly falls into one of the following categories, or
  - content that stores, shares, gives or downloads, at least partly falls into one of these categories:
    - a. infringe copyright, patent, industrial or other rights,
    - b. misuse / automatic use / hacking of any part of Portal,
    - c. the threat to privacy or the security of other systems, or persons,
    - d. is in conflict with Czech law or applicable international conventions,
    - e. overloading the infrastructure, technical or software resources of the Operator or other parties,
    - f. any direct or indirect damage of any rights of the Operator and / or Third parties,
    - g. is contrary to good morals.
2. The above provision applies to everything that is partially included in the above categories, the decision on the violation of this paragraph by the User is solely at the discretion of the Operator.
3. In the event the User violates these GTC, the Operator is entitled to cancel the User account, cancel all Premium subscription plans, permanently delete Exported data and prevent User access to the Portal. This shall not prejudice the rights of the Operator for damages.

4. All activities made by User's in violation of these GTC, which at the same time can result in (albeit potential) danger to the functionality of the Portal, or any User's activities, which would in any way endanger the copyright or other permission by the Operator will be considered as a breach of these GTC and the Operator is authorized User such limit its activities. Such limitation is particularly in preventing access to the Portal or denial of license, taking measures to limit such activities of User is Operator entitled to apply immediately.
5. The User regardless of fault is responsible for any damages caused by its actions in conflict with these GTC and / or in conflict with Czech law or other applicable international conventions: Operator, other Portal Users or other Third parties.
6. The User is not authorized to publicly share and disseminate Data content or Exported data.

## X. TERMINATION OF CONTRACT

1. User is not entitled to terminate this Agreement or terminate this contract (§ 1837 point l) of the Civil Code).
2. The User is entitled to unsubscribe from Premium subscription plan at any time. It does this by unsubscribing on Portal. An unused portion of subscription will not be refunded.
3. The Operator is entitled to withdraw from the contract with immediate effect, and for reasons of breach of obligations of the User, arising out of the contract and these GTC.
4. Operator is entitled to terminate User's license at any notice and without giving reasons.

## XI. COPYRIGHT AND OTHER RIGHTS

1. Materials (codes, implementation documents, texts, photos, images and more), content and appearance of Portal, Portal title or software, digital and print media associated with Portal access codes that make up the portal and software are protected by copyright and Operator It may be protected by other rights of Third parties.
2. Users or Third parties are not allowed above copyright works or elements thereof copyrighted change (paragraph 1.), copy or disseminate it without the written consent of the Operator. In disregard of this ban by the User, the parties have agreed that the Operator is entitled to a contractual penalty in the amount of 10000 Euro for each violation. This does not affect the rights of the Operator for damages, the right to proceed in accordance with the copyright or the Criminal Code.
3. The User acknowledges that he is not entitled to use the trade name of the Operator and the aforementioned entities protected by copyright (paragraph 1.) without the prior written consent of the Operator.

## XII. FINAL PROVISIONS

1. All agreements between the Operator and the User shall be governed by a valid Czech law. If a relationship based contract includes an international (foreign) element, then the parties agree that the relationship is governed by Czech law. This does not affect the rights under generally binding regulations.
2. In case of questions concerning these GTC or the contract itself, Operator provides the User with all the necessary information.
3. The User and Operator undertake to settle any disputes amicably, respectively, using a mediator. In case solving their relations through the courts, the parties hereby in terms of §89a of Civil Procedure stipulate territorial jurisdiction of the District Court in Kladno.
4. The contract including the GTC is stored electronically operated and is not accessible to Third parties. About sending the User can ask the Operator to me these documents to the e-mail.
5. The Operator is not in relation to the User bound by any codes of conduct or any volunteer does not follow (as defined in § 1826 paragraph. 1 point E) of the Civil Code).
6. The Operator is entitled to provide services on the basis of trade license and the Operator's activities are not subject to any other permissions. Trade inspection carried out under its authority the Trade Office. Supervision of protection of personal data carried out by the Office for Personal Data Protection. Enforcement of legislation relating to the provision of services to consumers and consumer protection, and performs on-court settlement of consumer disputes arising from this contract is the Czech Trade Inspection. Court settlement of consumer disputes in the EU can be solved by filing for EU online platform.
7. Given that the contractual relationship is being established for a long time, and after this there may be changes in the market and legislation, the Operator is entitled under § 1752 of the Civil Code, these Terms to the extent appropriate change. The Operator shall publish the new version of GTC on its website and the User will be notified of any such changes by e-mail within a reasonable period of time before the new GTC enters into force. The User has the right to change the GTC in writing refuse enamel communication by the date on which they take effect. If the User changes the GTC at this time rejects true that the contractual relationship governed by the new GTC. If the User changes / new consolidated version of GTC declines, Operators and Users are authorized, the contractual relationship prematurely, and by mutual agreement or the contract rescinded. Deadline for completion of the contract in this case amounts to one month's written notice of the change GTC other party.
8. In these GTC, unless the context clearly indicates otherwise, the meaning of words in the singular is also the meaning of the word in the plural and vice versa.
9. In accordance with § 1753 of the Act 89/2012 Coll., Civil Code, User hereby confirms that he met with the wording of the provisions of these GTC and to dispel doubts, expressly declares that the above provisions accepts.
10. The protection of personal data is regulated in a separate document "Privacy Policy".
11. GTC are available in Czech and English. The Czech version always takes precedence. In such a case, the operator is not responsible for the accuracy of the translation.

These GTC shall become effective on the date 1.7.2022.

Attachments:

1. Privacy Policy