

General Terms and Conditions of Use of Datamatic.io Web Service

I. Introductory provisions and registration

- a) These General Terms and Conditions govern the terms, conditions and rules that Datamatic.io Web Service Users (also referred to as 'Users', 'User') are bound by when using Datamatic.io (hereinafter the 'Terms and Conditions').
- b) The 'Datamatic.io Service' (also referred to as the 'Service') means providing access to the user interface through <http://datamatic.io> and the related websites and accessing user tools and options to the extent that complies with the selected option of the Service ('Free', 'Premium', 'Business', 'Custom' – please see the Price List). It's a quick and simple form of publishing data visualisation (also a 'template'), which the User places on their website after individualisation. If the term 'template' appears further in the text for these Terms and Conditions, it means the default visualisation created by the Provider and made available to the User for further individualisation and editing.
- c) Registering a new User is possible via the homepage <http://datamatic.io>, where the User accesses the registration form for the Datamatic.io Service by clicking on the 'Sign up' field. After filling in the required information about themselves, the User confirms the registration and expresses their will to be bound by these Terms and Conditions that they became acquainted with and whereby the content is known to them. A link to the Terms and Conditions is part of the registration/confirmation email and the User's unconditional consent with them is a necessary step before completing the registration.
- d) The contract between the User and the Provider is concluded at the moment the User confirms that they became acquainted with these Terms and Conditions, expresses their willingness to be bound by them and performs their account registration. From now on, the User is bound by these Terms and Conditions in the wording effective from the registration date. Registration is completed when the User confirms the request for registration.
- e) The User is obliged to provide their real data required during registration. If the User is a legal entity, they are obliged to do so only with a person authorised to do so, providing their real and true data. A legal entity is also obliged to identify the person who makes the registration and any order of the paid option on the behalf of the legal entity and their status (executive director, authorised person, etc.). The User acknowledges that the provision of false data is deliberately misleading the Provider, who shall notify the competent authorities of any such action which should lead to the User enriching themselves or gaining another advantage at the Provider's expense by misleading the Provider.
- f) If the Price List contains provisions that conflict with these Terms and Conditions, the Price List shall always take precedence in application. If the Provider enters into a written contract with the User for the provision of the Service, the provisions contained in such a contract shall apply primarily, then the Price List provisions shall apply to issues not regulated by the written contract and, finally, the provisions of these Terms and Conditions shall apply to issues not regulated by the written contract or the Price List.

- g) The reason for concluding a written contract between the User and the Provider will usually be negotiating individually defined terms of use, especially in terms of quality guarantee, technical support, and price of the Service or its payment.

II. Definitions

For the purposes of these Terms and Conditions, the following terms are defined between the Parties:

Provider

Means Datamatic, s.r.o., with its registered office at Purkyňova 649/127, Medlánky, 612 00 Brno, Business ID 05137802, with Jaroslav Benc, the Executive Director, acting on its behalf.

User

Means a natural or legal person registered under their name or person's name or identification number and login email.

Service

Means everything from the interface, code, tools, web address to templates allowing the Users to create and publish their Outputs, – everything that is located at <http://datamatic.io> and the related websites. The Service is not an Output located on a foreign website, but the Service is the management of such Output.

Output

Means an activity result of a User who enters their data into the templates provided within the Service and, where appropriate, visually modifies the template into which the data has been entered and publishes the result on their website. The template becomes Output at the moment of publishing.

Price List

Forms an integral part of these Terms and Conditions, contains information about the Service and the price for this Service, as well as the payment method. It's binding for the User.

Logo

Means the text placed on the Output, which shall be chosen by the Provider. Particularly the Provider's designation or other written notice placed so that it's legible and always makes the legibility and clarity of the content of the Outputs possible.

III. The User's rights and obligations when using the Datamatic.io Service

- a) The User may never, under any circumstances, impersonate another person, be it legal or natural.
- b) The User is entitled to use all tools and functions offered by the Service option. During use, the User is obliged to comply with these Terms and Conditions.
- c) The User is entitled to use the Service tools, including its preset templates, create their own Outputs which they're authorised to publish on website.
- d) Each Service option, as stated in the Price List, which is an integral part of these Terms and Conditions, may have a different authorization scope, a number of tools or templates made available. The Provider reserves the right to determine the scope to which each Service option will be made available to Users.

- e) The User is always obliged to use the Service under all circumstances, especially when publishing individual Outputs, in accordance with the law, generally binding regulations and good morals. The User may not use the Service or its Outputs in violation of the law or other generally binding regulation of any European Union member state (generally ‘in violation of the law’). In the event that the Provider finds out or reasonably believes that the Service or Output is used by the User in violation of the law or contrary to good morals, ethics or any other way that is contrary to the principles of decency, that the User violates mutual respect between people or public order, promotes ideas or products that could damage the good name of the Provider or Service as such, or otherwise contravenes moral principles, the Provider is entitled, even without prior written notice, to suspend the User’s access to the Service and to unilaterally block individual Outputs violating this provision. In such a case, the User shall not be entitled to any compensation or other claim against the Provider.
- f) In the event that the User repeatedly violates the terms of use referred to in this Article and still does so despite receiving notices of such conduct, the Provider shall be entitled to permanently deny the User access to the Service (i.e., to deactivate their User account), even if the User subscribes to a paid option of the Service. In such a case, the User shall not be entitled to compensation, as it is a penalty measure depending on a serious and repeated breach by the User.
- g) The User shall leave the Provider’s advertisement placed on the User-created and published Output in the ‘Free’ or other free Service option.
- h) The User has the right to have their published Outputs on their website visible for at least 1 year in the event of terminating the use of the Service and in the event that the Provider does not find the User to be in breach of obligations under these Terms and Conditions and the User pays all liabilities to the Provider in full. However, the User no longer has the option to further edit their Outputs after the contract has been terminated.

IV. Provider’s responsibility

- a) The Provider shall not be responsible for the data’s accuracy or completeness that the User enters into the Outputs within the Service and subsequently publishes.
- b) The Provider shall not be liable for the content of Outputs or for any damage caused by the User to third parties by publishing them on a website. Similarly, the Provider shall not be responsible for any damage suffered by the User in connection with the publication of the Output created by the User. By publishing any Output, the User always assumes full responsibility for all consequences caused by the published Output.
- c) The Provider shall not guarantee that the web Service and its interfaces and functions function properly. The Provider shall enable the User to use the User’s pre-selected tools, particularly making all templates available according to the User’s selected option, the possibility of editing by the User and the possibility of subsequent publishing on the User’s selected pages, but shall not guarantee they will be displayed properly on such pages. The User acknowledges that the Provider uses a third-party repository for publishing Outputs, where the Provider shall not be responsible for outages on the part of such a person. The User shall, in agreement with the Provider, identify such outage as force majeure.

- d) The Provider shall not be responsible in any way for any damage suffered by the Users or third-parties in connection with the use of the Service or in connection with the publication of Outputs.
- e) The Provider shall not be responsible for any direct, indirect, incidental, special, consequential or exemplary damages that may be caused by the Users' contribution, regardless of their origin or hypotheses about their occurrence. This includes, but is not limited to: loss of profit (whether directly or indirectly), any loss of trust or reputation, loss of data, costs of purchasing replacement goods or services, or other incalculable losses.
- f) The Provider shall not be responsible for any loss or damage that may be suffered by the User, including, but not limited to, due to:
 - 1. any changes that the Provider may make within their services or any permanent or temporary termination of the provision of certain services or offers (or any functions within those services);
 - 2. deleting, damaging or not storing any content, even as part of using the Service;
 - 3. failure to provide relevant and accurate information by the User;
 - 4. loss of password or account access, or access to a password or account by a third-party.
- g) In connection with using the Service, the Provider does not provide the User with a guarantee that:
 - 1. the Service used by the User will meet their requirements;
 - 2. the use of the Service and publishing Outputs will be uninterrupted, timely and that the User's data will not be lost;
 - 3. the information obtained when using the Service is accurate and reliable;
 - 4. defects in the operation or functionality of any software will be repaired.
- h) No advice or information, whether oral or written that the User obtained from the Provider may give rise to responsibility or liability if not expressly set forth in these Terms and Conditions.
- i) The Provider further expressly disclaims all guarantees and conditions of any kind, whether expressed or implied, including, but not limited to, implied guarantees and conditions of marketability and/or fitness for a particular purpose. In case of any claim against the Provider for any reason, the User expressly waives such claim in advance, as they are aware that they use the Service at their own risk.
- j) A separate written contract must be concluded with the handwritten signatures of both Parties on the same document for any of the Provider's obligations towards the User not expressly foreseen by these Terms and Conditions.
- k) The Provider reserves the right to perform modifications or changes to the Price List, or the extent of the Provider's responsibilities towards the User with a separately concluded written contract with the User; the Provider particularly reserves the right to provide the Users using paid Service options with above-standard guarantees, service or other customer care. In the event that the Price List stipulates a different scope of the Provider's responsibilities or guarantees, the text used in the Price List always takes precedence over these Terms and Conditions.

V. Product options

- a) The Service is available in options as stated in the current Price List, which is an integral part of these Terms and Conditions. Unless the Price List states otherwise, the Provider provides the Service in the following basic options (their detailed specification is included in the Price List):
- ‘Free’ – This is a free option of the provided Service; this option is always selected by the User when registering, or it’s automatically set. The option includes basic templates. All User-shared Outputs contain the Provider’s Logo or any other text selected by the Provider (hereinafter the ‘Logo’).
 - ‘Premium’ – This is a paid, single-user Service option, including both basic and advanced templates. All User-shared Outputs contain the Provider’s Logo or other text selected by the Provider. It’s possible to publish to only one domain with the ‘Premium’ option.
 - ‘Business’ – The option allows access of up to three Users within one contractual relationship. This Service option includes the maximum guarantee of quality, functionality, availability and the Provider’s technical support. It’s possible to publish to only one domain with the ‘Business’ option.
 - ‘Custom’ – Compared to the ‘Business’ option, the User can use custom-made templates charged according to the current Price List. This option allows access for up to five Users within one contractual relationship, access of other Users beyond this limit is charged by agreement of the Parties. Custom-made templates remain the property of Datamatic s.r.o. It’s possible to publish to multiple domains with the ‘Business’ option (custom pricing applies).
- b) Detailed information on individual options is given in the Price List. If the information in the Price List and in this section of the Terms and Conditions differ, the information in the Price List shall always take precedence. The Provider has the right to unilaterally change the data in the Price List. The Provider shall notify the User of changes to the Price List by email. Changes in the Price List shall not be reflected in an already paid Service option; the change will be made after the prepaid period’s expiry. For the ‘Free’ option, the change will take effect for the month following the one in which the change in the Price List has been made. The User shall always be bound by the wording of the Price List valid on the day of registration, or on the day of activation of any of the paid Service options.

VI. Payments

- a) If the User decides to use any of the paid Service options, they can activate this option through the website – the ‘Pricing’ section. After selecting the option and agreeing to the content of the User’s option selected, the User will be given free access to the paid option for a period of 14 days. Thereafter, payment information will be generated for the User, either via PayPal or Bank Transfer, and sent to their email. Until payment is made, the User’s selected paid option will be blocked after the 14-day free option expires. The User shall be allowed access to the paid Service option no later than 3 working days from the date when the amount according to the Price List is credited to the Provider’s account.

- b) If the User-activated, paid option includes the obligation to pay regular amounts at certain time intervals (e.g., once a month, once a year, etc.), the due date for that instalment is the 15th day of the month following the end of a period preceding the period to be paid by that instalment. For example, if the paid Service option expires on March 31st, the due date for the next period is April 15th of the same year.
- c) The Provider shall issue an invoice with the requisites of a proper invoice for each payment issued to the User, indicating the Service option for which payment is made, stating the period for which it's paid and stating that, with the invoice payment, the User expressly confirms that they concluded a prorogation clause with the Provider according to these Terms and Conditions and undertakes to submit to it if necessary.
- d) If the Party is in delay with the payment of any amount pursuant to these Terms and Conditions or the Price List, the Provider has the right to:
 - 1. Require a contractual penalty of 0.4% of the outstanding amount per day from the User.
 - 2. Prevent the User from accessing the paid Service option.
 - 3. Cover the User's Outputs published on the Web with their Logo.
 - 4. Remove any Outputs published by the User.
- e) The Provider shall be entitled to select a combination of these options. For example, the Provider may prevent the User from accessing the paid Service option, cover or remove the Outputs and also apply a contractual penalty.
- f) If the delay in payment exceeds 30 days, the Provider shall be entitled to also prevent the publication of other User's Outputs in the free Service option or deactivate their account.

VII. Termination of contract, deadlines

- a) The Service Contract in the 'Free' option arises at the moment of proper registration and is concluded for an indefinite period. It may be terminated at any time by the User with a written request to deactivate the User's account. In such a case, the User's account shall be deactivated within 1 month of the request's delivery date to the Provider. Outputs published by the User will be blocked after the expiration of 1 month from the User account's deactivation. The Provider shall be entitled to terminate the Service in the 'Free' option at any time with a 1-month notice period.
- b) The Service Contract in the paid option is concluded for a definite time-period, always for the period specified in the Price List for the relevant type of paid Service option. In this case, the contract is concluded on the day when the payment data is sent to the User's respective email. A fixed-term contract is always automatically extended for the same period for which it was concluded. In the event that the User is not interested in an automatic contract extension, they will notify the Provider of this fact in writing no later than 1 month before the contract's expiry.
- c) If the contract should be renewed under new conditions according to the new Price List, i.e., a change in the contract content should be made beyond the scope of validity period change, the Provider shall notify the User in writing with information on changes and instructions that they have the possibility to notify the Provider within 1 month that they disagree with the changes and are therefore not interested in a contract extension. In such a case, the contract shall not be renewed and shall expire upon the proper expiry date for which it has been

concluded. In the event that the Provider receives the User's notification pursuant to this paragraph after the date on which the original contract terminates, but within 1 month after receiving the notification of changes to the Price List or the Terms and Conditions, the contract shall be deemed to have terminated duly with the negotiated period expiration. The Provider has the right to inform the User that the contract will not be renewed automatically at any time before the contract expires. Such notification must be respected by the User.

- d) In the event that the User breaches any provision of these Terms and Conditions, and, despite the Provider's warning, does not remedy the defective condition, or if the User has an outstanding debt to the Provider overdue for more than 30 days, the Provider shall be entitled to unilaterally terminate all contracts concluded with the User under these Terms and Conditions. In such a case, the User will not have the right to compensation or any claim for reimbursement for the already paid performance, and the Provider shall be entitled to block their account, remove published Outputs or cover them with their Logo. The Provider shall be entitled to cancel the User's contract without a notice period for failure to comply with these Terms and Conditions.
- e) Should the Provider breach their obligations under these Terms and Conditions, namely if the Service or its part is not repeatedly working for a longer period (at least 5 working days in a row) and the User will not be able to use the paid Service option properly, and if this condition is not remedied by the Provider even after a written notification, the User has the right to request a reasonable discount on the price of the Service or to terminate the paid Service option without notice period. In such a case, the User shall be entitled to a refund of a proportional part of the Service's paid price. This paragraph does not apply to planned and reported outages caused by continuous work on the Service, its maintenance or repairs. In such a case, the User shall not be entitled to a discount on the price of the Service nor has the right to terminate the contract. This provision applies unless otherwise agreed in the Price List.
- f) In the event that all contracts between the Provider and the User are terminated, i.e., the User's account is deactivated without termination due to a breach of the User's obligations under these Terms and Conditions, the Provider shall place the Logo on the User's Outputs published on the Web and leave them visible and functional for at least 6 months from the User account's termination date. If a contract concluded for the paid Service option is terminated, but the User's account is not deactivated, i.e., the User will continue to use the 'Free' Service option, the Provider shall leave the Outputs published within the paid option visible and functional for at least 1 year, but without the possibility of further editing and with the Logo placed on them. If the User switches to another paid Service option, the Provider shall leave the User's Outputs visible and functional for as long as their paid Service option is active. However, this does not prevent the Provider from charging 'additional views' beyond those prepaid in the original Service option.
- g) In the event that these Terms and Conditions are changed, the Provider shall notify the User of such change. If the User only uses the 'Free' Service option, they are entitled to inform the Provider within 1 month that they do not agree with the new Terms and Conditions and request to have their account deactivated. If the User has an active paid Service option, the Terms and Conditions valid on the activation date of the paid Service option shall apply for the entire period of use of this Service option, unless the change of the Terms and Conditions is based on a change in statutory regulations. If the change in the Terms and Conditions is the result of a change in statutory regulations, the User has the right to terminate any contract for

the use of the Service with the Provider without notice period, but is not entitled to a refund of the paid price for the Service.

VIII. Copyright protection

- a) The User acknowledges that the Service and all templates, graphically depicted, or their graphic design are the copyright work of the Provider within the meaning of Article 2 of Act No 121/2000 Coll., on copyright and rights related to copyright and on amendments to certain acts (the 'Copyright Act').
- b) The User acknowledges that they're not authorised to interfere in any way with copyright rights, they're not authorised to use templates made available by the Provider, to circumvent their security, to use them beyond the scope agreed with the Provider, to create plagiarisms, to copy the graphic design of the templates provided and to use them as their own.
- c) The User shall use the work, i.e., the templates created by the Provider and the whole Service, only in the manner and within the scope agreed between the User and the Provider. Any unauthorised use or handling of the copyrighted work, i.e., its modification or publication of the work as their own, is a breach of the Provider's copyright by the User.
- d) When using the Service, the User undertakes to respect all statutory provisions arising from the Copyright Act, particularly concerning the protection of the work, the rights and obligations of the user of the work and the author's rights held by the Provider for the copyrighted work. The User undertakes to ensure that other persons who have access to the work through the User do not interfere with the copyright. The User hereby acknowledges that violations of these statutory provisions are subject to penalties both at the civil level and at the level of misdemeanour or administrative offense, as well as at the criminal law level.

IX. Delivery

- a) The User and the Provider undertake to communicate with each other solely in writing. For the purposes of these Terms and Conditions, written communication means:
 - Delivery of documents to the Provider's address specified above in these Terms and Conditions or to an email for communication with the User: contact@datamatic.io.
 - Delivery to the User's address specified during registration or to the User's email used to register for the Service.
- b) The User and the Provider shall be contactable at these addresses or emails. In the case of a consignment delivered through a postal operator, the consignment shall be deemed to have been received on the 10th day from the date of dispatch to the address of the other Party. In the case of email communication, the delivery date shall be the day following that on which the email was sent to the other Party.
- c) The Parties shall inform each other of the contact addresses for delivery in writing. Each Party shall respect this information. If the User's registration email is changed, it shall also be changed within the User's user account.

X. Prorogation clause and choice of law

- a) By paying any invoice, the User expressly agrees with the Provider that all disputes shall be settled by the Parties before a local ordinary court of the Czech Republic. Pursuant to Article 89a of Act No 99/1963 Coll., the Code of Civil Procedure, as amended, a local court of first instance shall be the Municipal Court in Brno.
- b) The User acknowledges and expresses their unconditional consent that the legal relations established between the User and the Provider by using the Service, as well as the interpretation of these Terms and Conditions or the interpretation of issues not regulated by these Terms and Conditions shall be governed exclusively by the applicable Czech Republic law.

XI. Consumer protection

- a) The provisions of this Article shall apply to cases where the User is a consumer within the meaning of Article 419 of Act No 89/2012 Coll., Civil Code, or within the meaning of Act No 634/1992 Coll., Consumer Protection Act.
- b) The Parties' rights and obligations regarding the rights from defective performance are governed by applicable generally binding regulations (especially the provisions of Articles 1914 to 1925 of the Civil Code and Act No 634/1992 Coll., Consumer Protection Act, as amended).
- c) The Provider shall provide the Service with agreed properties in accordance with the contract between the Provider and the User, without defects. If the User uses the free Service option, they do so at their own risk and the Provider is not responsible for such use of the Service, and it's understood that the Provider has not negotiated any properties of the Service with the User.
- d) The User shall reproach a Service defect without undue delay after having been able to identify the defect, either by marking the defect or by reporting how it appears. The User shall be entitled to assert rights from defective performance with the Provider by email at contact@datamatic.io or by a written complaint delivered to the address of the Provider's registered office. Within the complaint, the User is obliged to provide the User's identification and the website domain and prove that they are a true User of the Service. The User shall not be entitled to assert rights from defective performance if the statutory requirements are not met. The User will be contacted by the Provider via email regarding the course and subsequent settlement of the complaint.
- e) To settle a complaint, Act No 634/1992 Coll., Consumer Protection Act, shall apply; the deadline for settling a complaint is 30 days from the date of complaint. The expiry of this period in vain is considered a substantial breach of the contract and gives the User the right to withdraw from the contract.
- f) The User (consumer) has the right to an out-of-court settlement for the consumer dispute. The entity of the out-of-court settlement of consumer disputes is the Czech Trade Inspection Authority (www.coi.cz). In the case of a consumer dispute in the area of electronic communications, the entity of the out-of-court settlement of consumer disputes is the Czech Telecommunication Office (www.ctu.cz).

XII. Personal data protection

- a) By registering for the Service, the User, in accordance with Act No 101/2000 Coll., as amended (act on personal data protection and on amendments to certain acts, hereinafter referred to as the 'Act'), makes an explicit, free and conscious indication of will, whereby the content is the consent of the data subject, i.e., the User, with personal data processing. The User hereby authorises the Provider to process personal data for the purpose of providing the Service by the Provider, for the possibility of proper invoicing and for activities directly or indirectly related thereto, as well as for the Provider's needs arising from the performance of their legal obligations, for the entire period of using the Service and the period afterwards, but no longer than 5 years. The Provider undertakes to observe personal data protection principles in accordance with the law, particularly to prevent their dissemination or misuse.
- b) The User may request the removal of their personal data from the marketing database. In order to do so, the User shall submit a written request directly to the Provider. At the same time, the User declares that they are aware of their rights under Articles 12 and 21 of Act No 101/2000 Coll., on the protection of personal data.
- c) As a data controller, the Provider declares that they shall collect personal data to the extent necessary to fulfil the specified purpose and process it only in accordance with the purpose for which it was collected. Employees of the Provider or other natural persons processing personal data on the basis of a contract with the Provider and other persons shall maintain confidentiality of personal data, even after termination of employment or work.

XIII. Final provisions

- a) These Terms and Conditions come into force and effect on August 8th, 2020. The User is bound by these Terms and Conditions for the entire period of use of the Service. Any change to these Terms and Conditions shall be notified to the User in writing or by publishing a notification upon entry into the User's account, with the possibility to refrain from using the Service if the User does not agree with the new wording of the Terms and Conditions. In such a case, the User may request the account to be deactivated within 1 month. Otherwise, by using the Service, they expressly agree with the new wording of the Terms and Conditions.
- b) The Provider reserves the right to terminate or suspend the provision of the Service immediately, for an indefinite time-period with regard to a User who has breached or is suspected to be in breach of these Terms and Conditions. The Provider may also terminate the service provision if they think that the User uses the Service improperly, and this assessment is at the Provider's sole discretion. The User shall be notified of this in writing, stating the reason.

Annexe: Price List

1. Introduction

This Price List is part of the Terms and Conditions of Use of the Datamatic.io Service operated by Datamatic, s.r.o., with its registered office at Purkyňova 649/127, Medlánky, 612 00 Brno, Business ID

05137802. If this Price List contains provisions different from the Terms and Conditions, this Price List shall take precedence. All prices are excluding VAT.

2. Options

The Datamatic.io Service is available in the following options:

- A. 'Free'
- B. 'Premium'
- C. 'Business'
- D. 'Custom'

A. 'Free' – no regular payment

1. This is a free option of the Service. This is available to all Users after registration is complete; its use is fully governed by the Terms and Conditions.
2. Within the 'Free' option, the User has access to visualisations (or templates) that are freely available and the scope and composition that may vary according to the Provider's will.
3. The User of the 'Free' Service option shall leave the Logo or advertisement of the Provider placed on their Outputs according to the Provider's choice.
4. The Provider does not provide any guarantee to Users in the 'Free' option, and has no responsibility for damage to the User or third parties and does not provide technical support or service.

B. 'Premium' – 120 USD per year

1. Within the 'Premium' option, the User has access to visualisations (templates) that are freely available, as well as visualisations marked as 'Premium'. The scope and composition of visualisations may vary according to the Provider's will.
2. In the 'Premium' option, each User has a limited number of the so-called views. This limit is common to all User Outputs. The limit in the 'Premium' option is 100,000 views per month. A User who exceeds this limit will be automatically charged 10 USD, and the limit will be increased by an additional 100,000 views once the fee is paid. After the purchased additional limit has been used up, a new invoice identical to the previous one will be reissued, and the viewing limit will be increased again. In the event that the invoice issued pursuant to this point is not paid by the User within 20 days from the date of its issue, the User shall be entitled, among other things, to remove all published Outputs of the User and prevent them from further publishing Outputs.

C. 'Business' – from 540 USD per year

1. Within the 'Business' option, the User has access to visualisations (templates) which are freely available, as well as visualisations marked as 'Premium'. The scope and composition of the visualisations may vary according to the Provider's will.
2. In the 'Business' option, each User has a limited number of the so-called views. This limit is common to all Users within a single contractual relationship. The limit in the 'Business' option is 100,000 views per month. A User who exceeds this limit will be automatically charged 5 USD, and the limit will be increased by an additional 100,000 views once the fee is paid. After the purchased additional limit has been used up, a new invoice identical to the previous one will be reissued, and the viewing limit will be increased again. In the event that the invoice issued pursuant to this point is not paid by the User within 30 days from the date of

its issue, the User shall be entitled, among other things, to remove all the User's published Outputs and prevent them from publishing further Outputs.

3. The Provider provides the User with the following guarantees and additional rights in the 'Business' option:
 - a) The Provider guarantees the continuous availability of the Service to the 'Business' option User, when the individual outages of this Service in total do not exceed 2 hours per month. If the Service is not available to an extent exceeding this period, the User has the right to a discount of the Service price, calculated pro rata according to the period during which the Service has been unavailable. Should the outage of the Service availability last for more than 2 consecutive days, the User is entitled to request a free increase in the viewing limit or withdraw from the contract. In such a case, a proportional part of the paid Service price will be refunded to the User.
 - b) The Provider further guarantees customer service to the User consisting of the possibility of contacting the Provider by email with questions, requests for repair or the Provider's other cooperation while using the Service, where the Provider shall deal with the User's request and grant it if possible. The Provider shall always inform the User in writing (by email) of the manner of processing the request.

D. 'Custom' – from 1020 USD per year

1. In addition to having access to all templates as in the 'Business' option, the User can use custom-made templates within the 'Custom' option. The development of custom-made templates is subject to a fee of 50 - 100 USD per hour, and the volume, final price and time schedule of the custom-made work shall be determined in individual cases by agreement of the Parties.
2. In the 'Custom' option, each User has a limited number of the so-called views. This limit is common to all Users within a single contractual relationship. The limit in the 'Custom' option is 1,000,000 views per month. A User who exceeds this limit will be automatically charged 25 USD, and the limit will be increased by additional 1,000,000 views once the amount is paid. After the purchased additional limit has been used up, a new invoice identical to the previous one will be reissued, and the view limit will be increased again. In the event that the invoice issued pursuant to this point is not paid by the User within 30 days from the date of issue, the User shall be entitled, among other things, to remove all published Outputs of the User and prevent them from further publishing the Outputs.
3. The Provider provides the User of the 'Business' option with the same guarantees and rights as in the 'Business' option.

3. Final provisions

This Price List is an integral part of the Terms and Conditions. It shall take effect on August 8th, 2020.

The Provider reserves the right to unilaterally change the Price List's content in accordance with the Terms and Conditions. The Provider shall inform the User of any change both to the Price List and to the Terms and Conditions.

If the Price List contains provisions that conflict with the Terms and Conditions, the Price List shall always take precedence in application. If the Provider enters into a written contract for the Service

provision with the User, the provisions contained in such a contract shall apply primarily, then the Price List provisions shall apply to issues not regulated by the written contract and, finally, the Terms and Conditions provisions shall apply to issues not regulated by the written contract or the Price List.