BUSINESS TERMS AND CONDITIONS FOR USE OF MONKEYDATA SERVICE

(hereinafter "**BTC**")

1. **CONTRACTING PARTIES**

1.1. Provider:

MonkeyData s.r.o.
Business ID: 02731452, Tax Identification Number: CZ02731452
Registered seat náměstí Junkových 2772/1, Stodůlky, 155 00 Praha 5, the Czech Republic
Section and file number: C 58418, Commercial Register of Regional Court in Ostrava

(hereinafter "**Provider**")

1.2. Client:

A natural person or legal entity acting in the context of its business activity, executing a Service Contract pursuant to Article 2 below herein (hereinafter "**Contract**").

(hereinafter "**Client**")

(The Provider and the Client hereinafter collectively also "**Contracting Parties**" or individually "**Contracting Party**")

2. **CONTRACT EXECUTION AND EFFECTIVENESS**

2.1. This Contract is executed on the basis of an application by the Client by means of the registration form on the Provider´s web interface or mobile application available on the Internet on: www.monkeydata.com(hereinafter "**Application**"), and confirmation of it by the Provider through email communication.

2.2. Expressed approval of the Client with these BTC is a necessary precondition for use of the Services. Unless proof to the contrary is submitted, the Client is deemed to approve these BTC by: A) Filling out and submitting the application/registration form; B) Payment of the price of the Service to the Provider; C) Physical use of the Provider´s Service by the Client; D) Client log-in to the MonkeyData user interface; E) In any other way demonstrating agreement of the Client with these BTC.

2.3. By expressing its approval herewith the Client confirms it has been acquainted with these BTC and agrees with them in their wording, valid and effective as of the moment of the Client approval given pursuant hereto.

2.4. Within the scope of individual amendments pursuant to Article 3.2.3 of these BTC, the Contract is executed by explicit acceptance by the Provider (in writing or by email) including the price and specifications of the individual amendments.

2.5. The Contract is effective from the date of its execution.

2.6. These BTC form an integral part of the Contract. In the case of a discrepancy between the content of the Contract and these BTC, the Contract provisions shall govern. These BTC have been made in electronic as well as printed format and are available on the MonkeyData user

interface and/or the MonkeyData web site. The Provider can, at its own discretion and/or at the request of the Client, send the Client the electronic format (in PDF format) of the current wording of these Business Terms and Conditions to the email address of the Client.

3. **SUBJECT OF CONTRACT**

3.1. The subject of the Contract is the liability of the Provider to provide the Client with the service of the analytical tool of MonkeyData in the form of "SaaS" (Software as a Service) (hereinafter "**MonkeyData**") within the scope pursuant to the Contract (hereinafter "**Service**") and the liability of the Client to pay for the Service to the Provider in the amount of the agreed price.

3.2. MonkeyData is a comlex analytics tool for online stores that includes several types of Services that can be ordered and used separately. MonkeyData services are accessible especially via analytics plugins and mobile applications, and other modules and extensions, as defined on the Provider's website www.monkeydata.com.

The subject of the Service is:

3.2.1. To allow Client access to MonkeyData Services by means of a web interface, mobile application, plugins, modules and other extensions (depending on the technical design) by use of login details;

3.2.2. To allow Client use of MonkeyData for business purposes of the Client for the contract period;

3.2.3. To enable to making of individual amendments of the MonkeyData environment according to Client requirements, as long as these are accepted by the Provider (hereinafter "**Individual Amendments**").

Particular specification of the subject of the Service (the Service rate) is included in the Application.

3.3. MonkeyData allow for the following:

3.3.1. Automatic downloads of data from selected resources, its subsequent analysis and display in the environment of the web/mobile application/plugin etc. used.

3.3.2. Work with and visualization of the data within the scope of the current function offer.

4. **RIGHTS AND LIABILITIES OF CLIENT**

4.1. The Client is liable to pay the price of the Service to the Provider pursuant to Article 7 below herein.

4.2. The Client hereby agrees not to use the Service in a way that infringes the rights of the Provider or causes disadvantage to other clients of the Provider in the course of shared use of the server. In this context the Client is liable to refrain from use of any mechanisms, tools, software or procedures that might negatively influence the operation of MonkeyData, internet security or other users of MonkeyData.

4.3. The Client is responsible to the Provider for damage caused by faults in the software inserted or installed by the Client in the context of use of the Service.

4.4. If the Provider requests the removal of Client data that causes damage to the hardware or software of the server, the Client shall be liable to do it immediately, but no later than 24 hours from receiving the email request to that effect. Failure to do so means the operation of the Service used by the Client can be suspended by the Provider. The Client shall be informed of the suspension of the Service by email.

4.5. The Client shall be liable to populate the application form with correct contact data for the purpose of billing and communication with the Provider and keep this data up-to-date. Liability following from the statement of incorrect, incomplete or outdated information shall be borne exclusively by the Client.

4.6. The Client agrees not to use anonymizers for access to the Service interface.

4.7. The Client shall be liable to protect its Service access data against third party abuse.

4.8. The Client hereby agrees to inform the Provider immediately of any failures of or defects in the Service operation by email to the following address: info@monkeydata.com.

4.9. The Client is liable to provide the Provider with the necessary assistance needed for the assurance of correct Service provision, including:

4.9.1. Provision of access/authorization for access to its systems containing source data processed in the context of the Service;

4.9.2. Provision of periodic data uploads from selected systems containing source data needed for correct Service provision.

5. **RIGHTS AND LIABILITIES OF PROVIDER**

5.1. The Provider shall be liable to assure operation of all its software and hardware needed for the Service provision. The Client hereby agrees that MonkeyData and the Service are operated and provided as "SaaS" ("Software as a Service"); hence the liability of the Provider for operation of these software and hardware means for Service provision is limited to the scope pursuant to Article 14 below herein.

5.2. The Provider shall notify the Client well in advance about the approaching end of the Service subscription period of the Client. The Provider shall do so by e-mail, sent to the Client at least 10 days before the end of the subscription period.

5.3. The Provider hereby agrees to secure the Service and the processed data against any unauthorized third party interference.

5.4. The Provider shall in the first place be entitled to restrict or suspend the functionality of MonekyData, the Service and access to these for the minimum period necessary for maintenance or repair or for another reason on the side of the Provider or third parties.

5.5. The Provider shall also be entitled to change MonkeyData or the Service, their technical design and/or user interface.

5.6. The Provider shall also be entitled to provide the Service or to operate MonkeyData by means of third parties.

5.7. The Provider shall further be entitled to transfer its rights and liabilities following from this Contract or the Contract as a whole on to a third party with which the Client expresses its consent.

5.8. The Provider shall be entitled to amend these BTC, without effect on the rights and liabilities of the Contracting Parties constituted in the course of the effectiveness period of the previous version of the BTC. Amendments shall be notified by the Provider to the Client by means of the MonkeyData user interface and/or by e-mail message to the e-mail address of the Client provided on registration (or entered in the Provider´s database) and/or by publication of the new version of these BTC on the web site of the Provider.

5.9. The Client shall be entitled to reject amendments to the BTC in 5 business days from the amendment notification and withdraw from the Contract for this reason with a 1-month notice period, which the Contracting Parties hereby accept as sufficient with regard to the nature of the Service. The notice period shall be governed by the provisions of Article 9.2 below herein. During the notice period the relationship between the Client and the Provider shall be governed by the previous version of these BTC. To avoid any doubt the Contracting Parties hereby agree that the Client shall accept the amended BTC in the full scope of their amended version by payment of the invoice for the Service issued by the Provider after the effectiveness date of the amended BTC.

6. **UPDATES**

6.1. The Provider shall be entitled to updates of MonkeyData. The updates shall be executed on the Provider´s servers free of charge.

6.2. The Provider shall decide on the scope and periodicity of the updates. The primary purpose of the updates will be adaptation of MonkeyData to new versions of programming languages in which MonkeyDatais written. The secondary purpose will be the facilitation of the operation of MonkeyData. New functions and administration modules of MonkeyData will not automatically be included in the updates, their inclusion in the update packages being at the discretion of the Provider.

6.3. The Provider shall be entitled to restrict or suspend the Service operation for the minimum period needed for the update. The Provider shall not bear liability for any financial loss of the Client caused by the suspension of MonkeyData operation for the purpose of its being updated.

6.4. The Provider does not guarantee problem-free functionality of MonkeyData connection to third-party programs.

7. **PRICE OF SERVICE AND PAYMENT TERMS**

7.1. The price of the Service will be specified in the Application pursuant to the price list of the Provider published on its web site on:https://www.monkeydata.com/pricing (hereinafter "**Price List**"). Each Service provided by MonkeyData can have own Price List.

The price for individual amendments will be specified in the quote provided by the Provider in response to the particular requirements of the Client. The Client shall be entitled to request a binding quote with validity for 30 calendar days from issue, unless otherwise specified

(hereinafter "**Price**").

7.2. The Price can be paid:

      7.2.1. By wire transfer to the bank account specified by the Provider;

      7.2.2. On-line by payment card through payment gateway(PayPal,Braintree);

      7.2.3. Or in another way accessible within MonkeyData (e.g. via payments through partners etc.)

7.3. After the Contract execution, an advance invoice shall be issued for the Price with a payment deadline of 7 calendar days. The advance invoice shall be delivered by the Provider to the Client in electronic format to the email address of the Client given inthe Application.

7.4. Following payment of the advance, the Provider shall issue a tax invoice and send it to the Client, also electronically to the email address of the Client specified in the Application.

7.5. Potential bank charges (costs of payment) shall be borne by the Contracting Party to which they arise (i.e. each Party shall pay its own bank charges). The costs of foreign transactions are always borne by the Client in their full amount.

7.6. The Provider is entitled to change the Price List any time. The amended Price List price will not affect the Price already agreed until the end of the Term of Service or change in the agreed Service or extension of the current Term of Service in the manner laid down in Article 8.3. The Price is always agreed on the basis of the Price List currently valid as of the date of the Application confirmation that has been supplied, or as of the date of the current Service Term extension pursuant to Article 8.3.

8. TERM OF CONTRACT AND SERVICE

8.1. The Contract is executed for a limited period from the Contract execution date to the end of the respective Service period pursuant to the Application (hereinafter "**Service Term**").

8.2. The respective Service Term shall start at the moment when the Provider notifies the Client of its having received advance payment and of the activation of the Service interface.

8.3. Unless the Client notifies the Provider at least 14 days before the end of the Service Term that the Client is no longer interested in extending the Service Term then the Service Term shall be extended automatically by the same period as the Service Term specified in the Application. The price of the Service for the extended term shall be specified pursuant to the Price List of the Provider valid as of the last calendar month of the original Service Term.

   In such case the Provider shall send the Client an advance invoice at least 10 days before the end of the Service Term (following the same procedure as specified in Article 7.3 herein).

8.4. If the advance pursuant to Article 8.3 herein is not paid within its payment deadline, the Provider shall send the Client a reminder for the advance payment. If the advance is not paid then, Service access shall be deactivated after the original Service Term lapses. The Provider shall reactivate access to the Service within 2 days after payment of the advance. If the advance is not paid one month from the expiry of the original Service Term, the Contract shall automatically terminate. Termination of the Contract pursuant hereto shall not affect the right of the Provider for payment of the Price of the Service ordered pursuant hereto for the given (extended) Service Term.

8.5. The Client shall be entitled to a refund of the proportional part of the price of the Service terminated for reasons on the side of the Provider before the expiry of the Service Term. The amount of the refunded Price to the total Price paid shall correspond to the unused proportion of the Service as a percentage of the total Service Term.

8.6. The Provider can provide the Client with a free trial period for the length specified by the Provider and under the terms and conditions of the Provider (hereinafter "**Trial Period**"). During the Trial Period the Service shall be provided to the Client free of charge. The Trial Period shall start on completion of the registration, unless otherwise specified by the Provider. The Trial Period shall be terminated after its period lapses. The Trial Period shall also be terminated by payment of the Price of the Service by the Client.

9. **PREMATURE TERMINATION**

9.1. The Contract can be terminated before the expiry of the Service Term by:

> 9.1.1. Agreement of the Contracting Parties;
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> 9.1.2. Withdrawal notice of the Provider;
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> 9.1.3. Withdrawal for regulatory reasons or for reasons defined hereby.

9.2. The Provider shall be entitled to withdraw from the Contract (related to the respective Service) at any time with a 1-month notice period.

The notice period shall start on the day following delivery of the withdrawal notice to the Client. The notice may also be delivered electronically to the email address of the Client specified in the Application.

9.3. The Provider shall be entitled to withdraw from the Contract in the case of a substantial breach of the Contract by the Client. Substantial breach includes but is not limited to the following:

> 9.3.1. Delay of the Client in payment of a payable receivable of the Provider charged pursuant to the Contract for more than 14 days;
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> 9.3.2. Repeated delays of the Client with payments of payable receivables of the Provider charged pursuant to the Contract;
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> 9.3.3. Violation of copyright of the Provider by the Client;
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> 9.3.4. Provision of the Service by the Client to third parties without prior written consent of the Provider;
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> 9.3.5. Repeated violations of any other liability of the Client pursuant hereto or pursuant to the Contract.

9.4. Withdrawal from the Contract annuls all rights and liabilities of the Contracting Parties except for:

> 9.4.1. Those whose nature or by will of the Contracting Parties makes them survive the termination, including but not limited to the rights and liabilities connected with damage compensation, contractual penalties, confidentiality or protection of the Provider´s copyright;
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> 9.4.2. The liability of the Client to pay the charge for the Service or part of it actually provided before the Contract termination.

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10. LICENCE – SOFTWARE AS A SERVICE (SaaS)

10.1. The Client hereby agrees with the fact that MonkeyDatais operated as "Saas" (Software as a Service"), i.e. the Client does not own or purchase the software comprising MonkeyData itself, but only uses the Service of MonkeyData for the Contract Term for the agreed Price of Service. In this context the Provider grants the Client non-exclusive licence for execution of the right of use of the MonkeyData Service (hereinafter "**Licence**") exclusively for the purpose of due use of the Service for the Service Term. The licence fee is included in the Service Price.

10.2. The Client is not entitled to grant any sublicence. The Client shall only be entitled to transfer the Licence to a member of its concern in the sense of the relevant provisions of Section 71 and following of Act no 90/2012 Coll., on Business Companies and Cooperatives, with prior explicit consent of the Provider.

10.3. The Client shall not be entitled to reproduce MonkeyData for the purpose of dissemination, disclosure, lease or lending of MonkeyData to third parties unless the Provider has provided prior explicit consent. The Client shall further not be entitled to exceed the scope of the licence agreed in the Contract or stipulated herein.

10.4. The Client shall not be entitled to perform any amendments, reverse engineering, recompilation, transfer from the application source code, access to the source code or provision of the source code to any third party.

10.5. The Client shall further be liable to observe all limitations applicable to the use of MonkeyData and provided by law, the Contract or these BTC. In this context the Client agrees that the texts, photographs, works of graphic art, software and other elements contained in MonkeyData or accessible through the Service are protected by copyright, individually or as a whole (hereinafter "**Copyright Protected Work**"). Databases accessible through MonkeyData are further protected by special rights of the database author, which is the Provider. Unless otherwise agreed with the Provider in writing, authorized use of Copyright Protected Work or databases is limited by the scope and method specified herein. The Client is particularly not allowed to use Copyright Protected Work by reproducing (copying) it for the purpose of the achievement of direct or indirect economic or other benefit, and further by disseminating, lending, exhibiting or disclosing it in public (including on the Internet) or by unauthorized use of the database.

11. PERSONAL DATA PROTECTION

11.1. The Client's Personal Data Protection – i.e. where the Provider acts as the Privacy Controller of the Client's personal data – is modified by the Principles of Personal Data Protection (hereafter referred to as the "Principles").

11.2. Client's Customers Data Protection – i.e. where the Client acts as a processor commissioned by the Client as a personal data controller – is governed by the Personal Data Processing Agreement (hereafter referred to as the "Processing Agreement"). The Processing Agreement is a part of the contractual arrangements of the Contract concluded under these T&C and as such is concluded at the moment of the conclusion of the Contract, at the moment of approval of the T&C, in case the Contract regarding the Service was concluded before the conclusion (or the publication) of the Processing Contract.

12. DATA, ITS PROTECTION AND USE

12.1. Data processed in the context of the Service (hereinafter "**Data**") is placed on the server by the hosting provider.

12.2. The Client agrees with Data upload, processing and storage by the Provider.

12.3. The Client bears full responsibility for the content of the Data processed in the context of the Service provision.

12.4. The Provider guarantees the safety and protection of Client Data. The Provider shall especially assure the following, including but not limited to:

> 12.4.1. Periodic Data backup;
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> 12.4.2. Only authorized access to the database data.
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> 12.4.3. The web application's design to resist SQL injection, XSS and other attacks.
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> 12.4.4. Access to the server itself being protected by a private key.
>
> 12.4.5. Access to the server being only possible from selected IP addresses.
>
> 12.4.6. Database data being subject to periodic backup.

13. MISCELLANEOUS PROVISIONS

13.1. The Contracting Parties are liable to keep confidential all facts forming proprietary information and privatebusiness information of the other Party. In this respect the Client hereby agrees to assure that third parties shall not be acquainted with the scope and procedure of the Contract implementation and the related documents without prior written consent of the Provider.

13.2. The Client hereby agrees with use of the logo and/or business name of the Client for MonkeyData advertising and promotional purposes, including but not limited to publication of references on the Internet etc. The Client hereby grants the Provider time, place and quantity unlimited license for use of the logo and/or business name of the Client for all uses permitted by the Copyright Act of the Czech Republic. The Provider is not liable to make use of this licence.

13.3. The Contracting Parties hereby exclude from the relationship between the Provider and the Client acceptance of a proposal by the Provider for execution of a contract (offer) with an addendum or deviation not significantly amending the conditions of the offer.

13.4. The Contracting Parties are liable to inform each other of all facts not included in the Contract that might affect the proper fulfillment of the contractual liabilities.

14. DISCLAIMER AND DAMAGE COMPENSATION

14.1. The issues of damage liability and damage compensation are governed by the valid law of the Czech Republic, including but not limited to Act no 89/2012 Coll., the Civic Code.

14.2. The Provider shall not be liable for damage caused by force majeure such as elements or natural disasters, accidents, public telecommunication network failures, war or terrorist attacks, Service interruptions caused by power cuts, server failures etc. The provider shall not be liable for damage caused by failures of MonkeyData, the Service or failures on the side of service providers and for damage caused by actions necessary for the assurance of the Provider´s Service operation (such as software updates, server configurations etc.).

14.3. The Provider shall not be liable for services provided by third party subjects, their quality, quantity or any consequences, and for rights and liabilities connected with these services, accessory to them etc.

14.4. The Provider shall not be liable for the behaviour of individual Clients and their method of use of MonkeyData or Service, especially if not in compliance herewith or with the applicable legislation, and for damage or loss caused thereby.

14.5. The Provider shall not be liable for any payments, transactions or transfers performed by the Client to pay the Price of the Service. The liability for these is with the providers of the payment (transaction) services and portals.

14.6. The Provider shall not be liable for the quality, availability and scope of the Service provided free of charge. The Client shall not be entitled to withdraw from the Contract for the reason of any disagreement with the Service thus provided.

14.7. If the Provider is proved beyond any doubt to have caused damage (loss) to the Client for which it can be made liable, then the liability of the Provider shall not exceed the Price of the Service provided.

15. **FINAL PROVISIONS**

15.1. The Contract, these Business Terms and Conditions and the relationships following from them shall be exclusively governed by Czech Law, including but not limited to Act no 89/2012 Coll., the Civic Code, as amended.

15.2. All disputes following from the Contract /i.e. also from these BTS/ or related to it shall be finally settled by the Arbitration Court of the Economic Chamber of the Czech Republic and the Agrarian Chamber of the Czech Republic pursuant to its Rules by one arbiter appointed by the President of the Arbitration Court. Notwithstanding this, the Client agrees that the Provider shall still be allowed to apply for any rights, including any injunctive remedies (or an equivalent type of urgent legal relief), in any other relevant jurisdiction under international rules.

15.3. Any disputes between the Provider and the Client can be settled by the Czech Trade Inspection Authority through Alternative Dispute Resolution (ADR) procedure. More information on alternative dispute resolution are availableon www.coi.cz/en.

15.4. All communication, including but not limited to notices, calls, reminders, commercial information, etc. will preferably be delivered by the Contracting Parties by electronic means, i.e. by e-mail or by means of the user interface of MonkeyData (if allowed by the technical setting of MonkeyData) or by other appropriate methods.

15.5. If any of the provisions hereof is found to be or becomes invalid, ineffective or unenforceable, then instead of the invalid provision a valid provision shall be used, the intention of which shall be as close as possible to the invalid provision. This shall not affect the validity, effectiveness and enforceability of the remaining provisions hereof or these BTC as a whole.

15.6. These BTC are made in Czech and this English version is only translation. The Client hereby agrees that where the Provider has a translation of these BTC done, the translation shall be for information only and the Czech version (accessible at https://www.monkeydata.com/cs/terms)

shall always govern in the case of any discrepancy between the original and the translated version.

15.7. Contact data of the Provider: MonkeyData s.r.o., náměstí Junkových 2772/1, Stodůlky, 155 00 Praha 5, the Czech Republic, e-mail: info@monkeydata.com.

15.8. These BTC come into effect as of 27. 9. 2023.