

Legal Agreement

1. Introduction

Please read these general terms of services carefully, these apply to all the activities related to Exclusive Support s.r.o (trademark and the corporate system name Exclusive Support), including but not limited to services and products. By visiting and using this site; signing up for, accessing, browsing, and/or otherwise using the software or Support products, you acknowledge that you have read, understood, and agree to be bound by these terms and conditions of service. IF YOU DO NOT AGREE TO THE TERMS OF THIS WARRANTY, DO NOT USE THE PRODUCT. You can also confirm that you have had the reasonable possibility to affect these terms of service by negotiating and signing special terms (defined below) and nevertheless access them as they are.

Exclusive Support s.r.o provides products and services on and in accordance with the Terms of Service (defined below) outlined below by Exclusive Support s.r.o registered in Bucharova 2657/12, Stodůlky, 158 00 Praha 5, under registry code 211 65 441 ("Company" or "Exclusive Support" or "we"). We provide the said products and services to persons in different roles ("User", "Client" referred together as "you", defined below).

We are conducting exchange between virtual assets and fiat currencies as well as exchange between one or more forms of virtual assets and transfer of virtual assets. By using the Services, you authorize us to act as your agent so we may receive, temporarily hold and disburse funds on your behalf and to take any and all actions that we think are necessary to provide the Services and to comply with applicable law. Payment by Purchaser to Exclusive Support will be considered the same as payment made directly to you and will extinguish the Purchaser's outstanding obligation, to the extent of the payment.

The company may, in its sole discretion, elect to suspend or terminate access to, or use of the said products and services to anyone who violates these Terms of Service. If you sign up for a Free Trial (defined below) of the said products and services, the applicable provisions of these Terms of Service will govern that Free Trial.

The original language of these Terms of Service is English. Supplier may make available translations for convenience. In case of conflict between the original English version and any of the translations, the English version shall prevail.

2. Definitions

Company Account

Company Account means the account created in the name of the legal entity or natural person acting in economic and professional activities, together and separately referred to as a legal entity, on whose behalf you subscribe for Exclusive Support Products.

Subscription

Arrangement with monthly payments by which Client access is granted to Exclusive Support Products.

Client

A legal entity whose representative has accepted these Terms when signed up for Exclusive Support Products, this shall also include legal entities who are not subscribing to Exclusive Support Products but are using the Free Trial.

Billing Account

Payment's setup that holds payment method and other payment-related data for subscribing and using Exclusive Support Products.

Billing Period

A Billing Period is a calendar month or a period from the date a paid Subscription started to the end of the calendar month.

Subscription Plan

Subscription Plan means the plan for the Software which outline:

the particular Exclusive Support Products to be provided to you;

the features and restrictions that apply to the particular Exclusive Support Products for which you have subscribed; and

the Fees payable and the frequency with which they must be paid.

Fees

Fees mean the fees for the use of Exclusive Support Products which include all Services and Exclusive Support Products, including additional Services. The Fees for such services can be found at <https://exclusive-support.cz/#about>

Items

Receipts, bills, sales invoices or other bookkeeping related Items submitted to or created in the Software.

Free Trial

Temporary access for the purposes of trying out the Software and Exclusive Support Products in accordance with any selected Subscription Plan and applicable restrictions without paying any Fees.

Exclusive Support Products

The Software and all products, services and/or features available on or through the Software.

Exclusive Support Materials

The visual interfaces, graphics, design, systems, methods, information, computer code, software, services, “look and feel”, organization, a compilation of the content, code, data, and all other elements of the Exclusive Support Products.

Content

Any data and information available through Exclusive Support Products or contained within the structure of the Software, articles, documents, brochures, presentations, pictures, images, audio-visual works, other informational materials and any comments.

User

A natural person granted the right to access and use the Company Account on behalf of a Client.

Administrator

A User granted with the right to administrate Users and settings of the Company Account on behalf of a Client.

Partner

A third-party service provider, cooperating with Exclusive Support and providing Exclusive Support Products to its customers directly (and for example paying the bills to Exclusive Support directly) or a third-party service provider promoting Exclusive Support Products to its customers, but not selling them directly or third-party service provider who is cooperating with Exclusive Support, but not dealing with the sale or direct promotion of Exclusive Support Products to its customers or other third parties.

Registration Data

True, accurate, current and complete information about yourself and the legal entity you represent as prompted by the Software.

Software

The integrated cloud computing solution for providing the Exclusive Support Products, including mobile applications, software, hardware, databases, interfaces, associated media, documentation, updates, new releases and other components or materials provided therewith.

Special Terms

Modifications to these Terms agreed by the Parties.

Privacy Policy

Item explaining the processing of Personal Data by Exclusive Support and its processors, which can be found at <https://exclusive-support.cz/privacy-policy>

Terms of Service or Terms

The document at hand regulating the relationship between Exclusive Support and its counterparties

Supported File Types

PDF and JPEG, or any other file types that may be supported by Software in the future and also any other requirements. Exclusive Support will give access to any additional requirements.

Client Data

Any and all data or information that is submitted to the Software or otherwise provided to Exclusive Support or created in Exclusive Support Products, including Items, together with any data or information extracted from such Items.

Personal Data and User Personal Data

As defined under the Privacy Policy of Exclusive Support.

Website

<https://exclusive-support.cz/#about>

Confidential Information

All the information disclosed by the Client to Exclusive Support and vice versa, including but not limited to information relating to the economic indicators and business practices of the parties and both of the parties separately. Such information shall also include any and all data and other information, including, but not limited to, discoveries, ideas, concepts, know-how, techniques, designs, specifications, drawings, blueprints, tracings, diagrams, models, samples, flow charts, data, computer programs, disks, diskettes, tapes, marketing plans, customer names and other technical, financial and/or commercial information and intellectual properties, whether in written, oral or other tangible or intangible forms.

Application

An application created to use the Exclusive Support Products and Software, available for both IOS and Android.

3. Using the Software

3.1 Access

Exclusive Support grants you the rights and access to use the Exclusive Support Application. The type and extent of the rights and access you will get will depend on the particular terms of the Subscription Plan you choose.

The access is a worldwide, revocable, non-exclusive, non-sublicensable, non-transferable, limited right with a fixed term to use the Exclusive Support Products only to the extent necessary to get the benefit of the Subscription Plan to which you are subscribed, for business purposes only, i.e., only in independent economic and professional activities.

3.2 Eligibility

By creating a Company Account or using the Software you represent and warrant to Exclusive Support that all registration information you submit is accurate, current and complete; you will maintain the accuracy and completeness of such information; if you are accepting these Terms of Service on behalf of a company or other legal entity, you have the authority to bind that company or legal entity to these Terms. You also certify that you are legally permitted to use and access the Software and take full responsibility for the selection and use of and access to the Software.

3.3 Warranties in relation to Personal Data of employees and other persons

By creating a Company Account for using the Software you represent, that you have taken the explicit consent from all your employees and any third persons in relation to the processing of their Personal Data, including the consent to process special categories of personal data, if necessary and if such information is included in the Items you have submitted to Exclusive Support Products. Please take into account that you must not use Exclusive Support if the above-mentioned consent has not been taken, Exclusive Support will not be held liable in case this warranty is not valid. You agree that you will be solely held responsible for any claims from such persons.

3.4 Company Account registration

To access the Software, you must sign up to create a Company Account and become a Client. When signing up with Exclusive Support, you agree to provide correct, accurate, current, and complete information about yourself and the organization you represent as prompted by Exclusive Support's registration form (such information being the Registration Data).

You should also maintain and promptly update the Registration Data to keep it true, accurate, current, and complete. Suppose you provide any incorrect, inaccurate, not current, or incomplete information, or we have grounds to suspect that such information is untrue, inaccurate, not current, or incomplete. In that case, we may suspend or terminate your Company Account and refuse any current or future use of the Software (or any portion thereof).

You are responsible for maintaining the user ID and password confidentiality and are fully responsible for all activities that occur under your user ID or password. You may not authorize any third party to access or use the Software on your behalf. You agree to immediately notify Exclusive Support of any unauthorised use of your user ID or password or any other security breach, including your two-factor authentication solutions. Exclusive Support cannot and will not be liable for any loss or damage arising from any unauthorised use of your Company Account.

If several persons need to use a Company Account on behalf of Client, an Administrator must invite such persons as Users for Company Account. Each such User shall be subject to the restrictions set forth in these Terms.

A User may be associated with multiple Clients and their Company Accounts. Removing a User from one Company Account will not remove the User from the Software even if the User has no access to any other Company Account.

3.5 Warranties in relation to Personal Data of employees and other persons

Upon the sole decision of Exclusive Support, a new Client may be entitled to a Free Trial, unless the Client has applied for the Company Account as a result of an ongoing marketing campaign or activity organized by Exclusive Support and/or by its partners. If the parties have not agreed otherwise, the Client shall select the default Subscription Plan for the Free Trial during the Company Account registration. Exclusive Support will have the right to revoke such a decision at any moment.

The Client is not required to provide any credit card information or other payment information during the period of the Free Trial. If the period of Free Trial has expired, the Company Account will be automatically deactivated. To prevent deactivation or reactivate the Company Account, the Client must add Billing Account information with payment method details.

3.6 Item submission

Exclusive Support only allows for effective and accurate extraction of data in the standard Latin alphabet and/or contains numbers in the European numeral system. You acknowledge that Exclusive Support cannot guarantee the precise extraction of data from submitted Items which is not in these formats.

Exclusive Support only allows for effective and accurate extraction of data that is in the standard Latin alphabet and/or contains numbers in the European numeral system. You acknowledge that Exclusive Support cannot guarantee the accurate extraction of data from submitted Items which is not in these formats.

Exclusive Support makes no guarantee whatsoever regarding Items extracting time or processing time. Exclusive Support does not guarantee the accuracy of the extracted information. Furthermore, Exclusive Support makes no guarantees to the extracting quality and correctness of the extracting results.

If you continue to forward Items to Exclusive Support after your Subscription or necessary Subscription Plan has been deactivated, the Items will not add to your Company Account. The Items submitted for data extraction must be Items to which you have legal access. You must provide the relevant evidence that you have obtained such authorization. Exclusive Support cannot be held liable for any unauthorized third-party Items to which Exclusive Support has gained access.

3.7 Changing Subscription Plans

Company Account Administrator has the right to change the current Subscription Plan at any time by selecting a new Subscription Plan among the collection of Subscription Plans determined by Exclusive Support.

3.8 Fees and payment

Signing up on Exclusive Support is free for Users.

Clients shall pay the Fees to Exclusive Support posteriorly on a monthly basis. The fees are described at [https:// Exclusive.Support.one/services](https://Exclusive.Support.one/services)

The Fees vary depending on the Subscription Plan to which you are currently subscribed, which may change from time to time following these Terms.

You agree to provide Exclusive Support with information regarding your credit card or any other valid payment method accepted by Exclusive Support and update the information provided earlier if it is no longer valid. Exclusive Support will not provide you with any payment services; Exclusive Support will not be held liable for any action or omission of a third-party payment service provider. When accepting making the payment, you shall agree that the third-party service provider has its terms and conditions, and you are establishing a separate legal relationship with such third-party payment service provider.

The Client will be issued an electronic tax invoice to pay the previous month's fees or the continuous period, if applicable. Unless otherwise expressly stated or agreed between you and Exclusive Support in writing, all Fees are exclusive of value-added tax and shall not include payment fees, which depend on the payment method a bank used to make the payment and other relevant factors that depend directly on the choices of the Client, such as integrating Exclusive Support to third-party applications. The Client has fulfilled his obligations to the payment if the payment has been credited in full to Exclusive Support.

In the event you choose to subscribe to a paid Subscription Plan after your Free Trial or to activate a Billing Account, you agree to the Fees, Item Fees, any other stated fees in your Subscription order overview, payment and billing policies as set forth (a) herein, (b) in the Software and/or (c) if applicable, in a separately executed or accepted Special Terms.

All Fees paid for the Exclusive Support Products are non-refundable and non-transferable except as expressly provided in these Terms.

All fees and applicable taxes, if any, are payable in euros. If a currency exchange is relevant, Exclusive Support shall not risk any currency fluctuations. The Client shall take such a risk.

Your Subscription with any selected Subscription Plan requires a recurring Fee and will automatically renew unless you cancel it or Exclusive Support terminates it.

You must cancel any automatically renewing Subscription to stop billing for the renewal term to your credit card or any other payment method. All Fees are nonrefundable and there are no refunds or credits for partially used periods.

Your paid Subscription begins the day when your Free Trial period expires, and your Company Account is linked to an active Billing Account. You shall pay for the Exclusive Support Products you have used during the previous month by the Subscription Plan you have chosen.

Exclusive Support will have the right to increase or decrease the prices on its sole decision with the best effort to inform the Client before such increase or decrease of prices. In such an event, you accept that you shall have no claims against Exclusive Support, but you will have the right to end your Subscription one month after the new prices have become valid.

3.9 Restrictions on your use of the Exclusive Support Products

Title to all Intellectual Property Rights in or to the Exclusive Support Products and any documentation that relates to it or the Exclusive Support Products shall remain the property of Exclusive Support or the third-party from whom it licenses such Intellectual Property Rights. Exclusive Support reserves all rights in and to Exclusive Support Products not expressly granted in these Terms. Nothing in these Terms is intended to transfer any Intellectual Property Rights from Exclusive Support to Users or Clients. Exclusive Support does not claim anything to the intellectual property of the Client.

You agree that you shall not:

save as may be permitted under applicable law, copy, reproduce, modify, adapt, translate, prepare derivative works of, republish, submit, post, transmit, or distribute any Exclusive Support Products or any other Intellectual Property Rights in or to the Software for any reason whatsoever;

save as may be permitted under applicable law, reverse assemble, decompile, reverse engineer or in any way derive or attempt to derive from the Software, any source code or the structure, sequence or organisation of such code;

use the Exclusive Support Products in any way that infringes another person's Intellectual Property Rights;

use the Exclusive Support Products to submit, post, email, or otherwise transmit worms, viruses, or any other computer file, code, or program designed to disrupt, interrupt, limit, or disable any of the functionality of the Exclusive Support Products, or any hardware, or telecommunications equipment;

access (or try to access) and use any of the Exclusive Support Products through any interfaces not provided by Exclusive Support or by any automated means, including, but not limited to, scripts, robots, or web crawlers;

use the Exclusive Support Products to submit, post, transmit, store, or otherwise make available content that contains software viruses or any other computer code, files, or programs that could interrupt, destroy or limit the functionality of the computer software or hardware or telecommunications equipment of Exclusive Support, its Users or partners, service providers or its affiliates;

use the Exclusive Support Products to submit, post, transmit, store, or otherwise make available content that is pornographic or otherwise explicit in nature (Exclusive Support reserves the right to remove any and all such content at its sole discretion);

use the Exclusive Support Products in any fashion which violates, or might reasonably be judged by Exclusive Support to violate, any local or foreign law or regulation; or

without limiting the rights of partners to make available the Exclusive Support Products to their clients under the Special Terms) sublicense, assign or otherwise transfer the Exclusive Support Products, these Terms or the rights under it, whether by operation of law or otherwise, otherwise than in accordance with these Terms.

We will not be responsible, or liable, to any third party for the content or accuracy of any data you submit to the Exclusive Support Products.

3.10 For business use only

The Software is designed for use by businesses, not consumers. You warrant and represent that you acquire the right to access and use the Exclusive Support Software for a business and are not dealing with Exclusive Support as a consumer.

3.11 Partners

Subject to these Terms, Partners are in some cases able to use the Software to make certain Exclusive Support Products available directly to Users.

If you are a Partner and if applicable, you acknowledge and agree that:

You are responsible for administering Company Accounts, Users, and permissions that Users have to use the Exclusive Support Products signed up for or subscribed on behalf of you as a Client;

You are responsible for administering Company Accounts and Users' use of the Exclusive Support Products; and

Before accessing the Exclusive Support Products, each Partner will be required to sign up to these Terms and any Special Terms as a Client; if a Partner fails or declines to sign up to these Terms, it shall not be permitted to use the Exclusive Support Products.

The services (other than Exclusive Support Products made available according to these Terms) Partners provide to Users are not vetted, endorsed, or approved by Exclusive Support. Users acknowledge and agree that Exclusive Support is not responsible for the quality of their services from Partners. Partners are solely responsible for vetting and reviewing the services Partners provide to them.

4. Client Data

4.1 Submitting Client Data to the Software

If the Client submits Client Data to the Software, such Client Data and any processing of such Client Data must comply with these Terms and applicable law. All rights, title, and interest in and to the Client Data belong to the Client or third persons (including Users, persons, and organizations), whether posted and/or submitted by you or made available on or through the Exclusive Support Products by Exclusive Support. By submitting Client Data to the Software, the Client authorizes Exclusive Support to process the Client Data.

The Client is responsible for ensuring that the Client and any of the Users associated with the Company Account do not create, transmit, display or make otherwise available any Client Data that violates the terms of these Terms, the rights of Exclusive Support, other Clients, or Users, persons or organizations or is harmful (for example viruses, worms, malware, and other destructive codes), offensive, threatening, abusive, harassing, tortuous, defamatory, vulgar, pornographic, obscene, invasive of another's privacy, slanderous, hateful or otherwise unlawful.

The Client confirms that all of the Users associated with the Company Account have the necessary rights to use the Client Data, including to insert it into the Software and process it using the Company Account.

The Personal Data related to Client Data shall be regulated under the Privacy Policy of Exclusive Support.

4.2 Who owns the Client Data?

Dealing transparently with Client Data is of core importance to Exclusive Support. Exclusive Support's position on Client Data ownership is that, as between the parties to these Terms, the Administrator who created Company Account has the right of the Data submitted to that Company Account (including ownership of any Intellectual Property Rights in that Client Data). In practice – as between the parties – this means that the Client Data ownership position will be as outlined below.

If the User created the Company Account:

Who can delete the Client Data?

-Administrator or authorized Users, if applicable

Who can access and use the Client Data?

-Administrator and authorized Users, if applicable

Can Exclusive Support use the Data and Items?

-Yes. Exclusive Support needs to be able to use and process the Data to provide the Exclusive Support Products and improve Exclusive Support Products. All data is stored to follow local regulations as well as the GDPR.

4.3 How is Client Data used?

To provide the Software to Users and Clients and improve the Exclusive Support Products and Software, we need to use and store the Client Data. In addition, we may share or make

available the Client Data to third parties that provide services to us; we will only allow such sharing of or access to Client Data to enable us to provide you with the Software.

For as long as these Terms apply so that we can provide the Software to you and improve Exclusive Support Products and Software, you grant us a non-exclusive, worldwide, non-revocable, free of charge, fully-sublicensable license to use, process, transmit, copy and store, together as a process, the Client Data. To the extent that any Client Data comprises Personal Data, Exclusive Support agrees that it will only process such User Personal Data in the fashion described in the Privacy Policy.

4.4 Does Exclusive Support sell Client Data?

No, this is excluded. Guided by local regulations and following the GDPR, Exclusive Support acknowledges and agrees that it will only use the Client Data to provide the Exclusive Support Products in the fashion described in these Terms. Exclusive Support does not sell Client Data to any third parties.

5. Third-Party Applications

Suppose you have integrated Exclusive Support Products with any third-party applications (for example, your accounting software or banking service provider). In that case, you acknowledge that Exclusive Support can allow the providers of those third-party applications to access your Client Data. Allowing third parties access to your Client Data in this fashion is necessary to enable third-party applications to integrate with Exclusive Support Products.

You acknowledge that Exclusive Support shall not be responsible for any corruption, unauthorized disclosure, modification, loss, or deletion of your Client Data that results from any such access by third-party application providers.

To integrate third-party applications with Exclusive Support Products, we may have to use certain pieces of software provided by the applicable third-party service provider. In some circumstances, Exclusive Support will be required to pay a fee to use such software integrations. Suppose you choose to integrate any Exclusive Support Products with any third-party applications. In that case, we may need you to pay any charges for which Exclusive Support may become liable to enable the required integration, and these charges will be in addition to the Fees.

6. What happens to Client Data when you close your Company Account?

After cancellation or termination of these Terms, your access to your Company Account and the Products will also terminate. This means, that you may no longer have access to any Client Data stored in your Company Account.

Following termination, unless you instruct us to delete them, Exclusive Support will aim to retain one (1) copy of each Item that you have submitted for one (1) year. We take this step to assist you in complying with your recordkeeping obligations to local authorities.

Notwithstanding the above, we provide no guarantees that Exclusive Support will retain your submitted Items or any extracted data following cancellation or termination of these Terms, nor that you will comply with any of your obligations to local authorities. For this reason, we suggest you maintain your copies of any Items submitted and any data extracted to the fullest extent necessary to allow you to comply with all applicable recordkeeping obligations.

7. Security and Back-up

7.1 Security

We try to do our best but assume no responsibility on matters related to security. As long as you keep your password safe, Exclusive Support protects your Client Data so it can only be viewed and accessed by you and those who have been authorized to access it. Exclusive Support uses 256-bit secure socket layer encryption.

You agree to be responsible for keeping your passwords associated with your User account secret and secure. If you forget your password but can still access your email, then you can reset your password. Exclusive Support cannot retrieve any lost passwords.

For your security, do not submit any Items to Exclusive Support that have full credit card information printed on them or any other fully indicated payment method-related information. If nevertheless, you add such Items to Exclusive Support, you do it at your own risk, and you shall acknowledge that you have confirmed Exclusive Support to access and process such Data. If any such items are received, Exclusive Support reserves the right, but shall not have the obligation, to add such Items to your Company Account. Your responsibility is to ensure that you review the content and form of any Items you submit to the Software or otherwise provide to Exclusive Support.

7.2 Back-Up

We try to do our best but assume no responsibility on matters related to backup. To ensure that your Items remain accessible and secure throughout your use of the Software following these Terms of Service, Exclusive Support periodically creates backup copies of your Items following standard industry practices.

Although we take reasonable steps to ensure that your Client Data is kept secure, Exclusive Support shall not be liable for any deletion of, corruption of, or failure to store any Client Data or other content used in or maintained by the Exclusive Support Products. Accordingly, you should create backup copies of all client data you provide to Exclusive Support Products.

8. General

8.1 Relationship of the Parties

The parties will act solely as independent contractors. These Terms shall not be construed as creating any agency, partnership, joint venture, fiduciary duty, or other forms of legal association between the Client and Supplier. The Client shall not represent to the contrary, whether expressly by implication, appearance, or otherwise. These Terms are not for the benefit of any third parties.

8.2 Entire Agreement

These Terms constitute the entire and exclusive understanding and agreement between Exclusive Support and you as a Client regarding the Exclusive Support Products, and these Terms supersede and replace all prior oral or written understandings or agreements between Exclusive Support and you regarding the Exclusive Support Products.

8.3 Intellectual property

The Software, Exclusive Support Products, Exclusive Support Materials, Exclusive Support trade names and trademarks, and any parts or elements thereof are solely and exclusively owned and operated by Exclusive Support and its third-party vendors and hosting partners.

Exclusive Support Materials is protected by copyright, trade dress, patent, trade secrets, trademark laws, international conventions and treaties, and other relevant intellectual property and proprietary rights laws. Exclusive Support, its affiliates, and licensors retain all rights, title, and interest in Exclusive Support Products, Exclusive Support Materials, Exclusive Support trade names and trademarks, and any parts or elements. The Software, Exclusive Support Products, Exclusive Support Materials, Exclusive Support trade names and brands, and any features or fragments thereof are solely and exclusively owned and

operated by Exclusive Support and its third-party vendors and hosting partners. Your use of the Exclusive Support Products and Exclusive Support Materials and any features or details does not grant you any ownership right or intellectual property rights therein.

Any commercial or promotional distribution, publishing, or exploitation of Exclusive Support Materials is strictly prohibited unless you have received Exclusive Support's express prior written permission or the otherwise applicable rights holder. Exclusive Support reserves all rights to the Exclusive Support Products, Exclusive Support Materials, and Exclusive Support trade names and trademarks not expressly granted in the Terms.

8.4 Trademark notice

“ Exclusive Support” is a trademark of Exclusive Support s.r.o.

8.5 Modification to terms

Exclusive Support reserves the right, at its sole discretion, to modify, discontinue or terminate the Exclusive Support Products or to modify these Terms, at any time giving prior notice, if possible, at least one month before the change of Terms. If we modify these Terms, we will post the modification on the Website or notify you of the amendment. We will also update the “Last Updated Date” at the top of these Terms on the Website or Application. By continuing to access or use the Software after posting a modification on the Website or Software or providing you with notice of a change, you indicate that you agree to be bound by the modified Terms. If the modified Terms of Service are not acceptable to you, you can terminate your Subscription.

Certain portions of the Exclusive Support Products may, or may in the future, have different Terms posted on the Website or may require you to agree with and accept additional Terms. In its sole discretion, Exclusive Support may make premium or other products, software, or services available to you that are subject to different Terms and narrower licenses than as set forth therein. If there is a conflict between these Terms and terms and conditions posted for a specific portion of the Exclusive Support Products, the latter terms and conditions shall take precedence to your use of or access to that portion of the Exclusive Support Products.

8.6 Confidentiality

Each party undertakes to the other that it shall not at any time disclose to any person any Confidential Information except as is permitted by these Terms, including the remainder of this confidentiality section.

The Client confirms that evaluates the measures taken by Exclusive Support as sufficient to protect the Confidential Information which the Client has disclosed to Exclusive Support. Any disclosure not directly related to the actions or omission of Exclusive Support, meaning not associated with the Software and Exclusive Support Products and malfunction of those mentioned above, will mean that Exclusive Support will not be held liable for such disclosure and will bear no burden of proof to such disclosure.

Each party may disclose the other's Confidential Information:

to its employees, officers, representatives, service providers, subcontractors, or advisers who need to know such information to carry out the party's obligations under these Terms, always provided that such recipients shall be made aware of the confidential nature of the Confidential Information they receive and shall agree to reasonable confidentiality undertakings to protect such Confidential information;

as may be required by law, a court of competent jurisdiction or any governmental or regulatory authority; or

as described in the Privacy Policy.

Neither party shall use the other party's Confidential Information for any purpose other than to the ones named under these Terms.

8.7 Indemnification

You indemnify Exclusive Support from and against all claims, costs, damage, and loss arising from your breach of these Terms. This indemnity covers any expenses relating to the recovery of any Fees that you have failed to pay following these Terms.

8.8 Force Majeure

You indemnify Exclusive Support from and against all claims, costs, damage, and loss arising from your breach of these Terms. This indemnity covers any expenses relating to the recovery of any Fees that you have failed to pay following these Terms. Exclusive Support shall not have any liability for any failure or delay resulting from any governmental action,

fire, flood, insurrection, earthquake, power failure, riot, an act of terrorism or cyber-terrorism or cyber-attack fully or partially affecting Exclusive Support and Exclusive Support Products, war, explosion, embargo, strike, labor or material shortage, transportation interruption of any kind, work slowdown or any other event or condition beyond its control.

Exclusive Support shall not have any liability in connection to internet access, server reliability and other factors related to Exclusive Support Software and Exclusive Support Products, but not under the control of Exclusive Support. Exclusive Support shall also not be held liable to the specific factors related to the Client, such as internet access and other relevant factors.

8.9 Disputes

If any dispute arises between the parties, you and Exclusive Support each agree to enter into good faith discussions to resolve that dispute within 14 days from one party's notification to the other that such dispute has arisen (the "Dispute Resolution Period").

Suppose the parties can't mutually agree with no resolution to the dispute (each acting reasonably) during the Dispute Resolution Period. In that case, both you and Exclusive Support will have the right, but not the obligation, to terminate these Terms with immediate effect on written notice to the other, provided that such information must be served within a further 7-day period starting on the day immediately following the final day of the Dispute Resolution Period.

Nothing in this section shall prejudice either party's other rights to terminate outlined elsewhere in these Terms – including the right to terminate these Terms to prevent their automatic renewal on expiry of a Billing Period. In addition, nothing in this section will at any time while a dispute is being discussed by you and Exclusive Support restrict either party's freedom to obtain emergency injunctive relief, commence legal proceedings to preserve any legal right or remedy, or to protect the confidentiality or any intellectual property or trade secret right or to prevent or limit breaches of law governing its business.

8.10 No warranty and limitation of liability

You acknowledge that the Exclusive Support Products are provided on an "as is" and "as available" basis. Exclusive Support makes no representations, warranties or conditions of any kind, express or implied, to the Exclusive Support Products, including, without limitation, any warranty that Exclusive Support Products will:

be timely, uninterrupted, or error-free or operate in combination with any other hardware, software, system, or data;

meet your requirements or expectations;

be free from errors or that defects will be corrected; or

be free of viruses or other harmful components.

To the fullest extent permitted by applicable law, Exclusive Support expressly disclaims all implied warranties or conditions including, without limitation, contracts, and conditions of satisfactory quality, fitness for purpose and non-infringement.

You acknowledge and agree that Exclusive Support shall not be liable for any losses or claims whatsoever relating to:

-any permanent or temporary restrictions or cessations of the Software;

-any deletion of, corruption of, or failure to store any Client Data or other content used in or maintained by the Exclusive Support Products;

-your failure to provide correct, accurate, and up-to-date Company Account information; or

-your failure to keep your password and two-step authentication tools secure.

Nothing in these Terms limits or excludes Exclusive Support's liability for:

death or personal injury caused by its negligence;

fraud or fraudulent misrepresentation; or

any other act, omission, or liability which may not be limited or excluded by applicable law.

Subject to the above, Exclusive Support's total liability to you, whether in contract, tort (including negligence), for breach of statutory duty, or otherwise, arising under or in connection with these Terms shall be limited, in respect of all claims (connected or unconnected) to the lower of total Fees paid or payable by you in the previous six-month period provided as credit which can be used in case of using future Exclusive Support Services or Exclusive Support Products. Exclusive Support will leave itself the right to determine the exact amount of credit.

Exclusive Support Products do not constitute financial advice. You acknowledge that we are not your advisor nor your accountant. You remain wholly responsible for your compliance with all filings and reporting requirements to taxation and all other similar requirements or duties imposed on you under applicable law.

We assume no responsibility for the content of the websites linked on our site. Such links should not be interpreted as an endorsement by us of those linked websites. We will not be liable for any loss or damage that may arise from your use of them.

8.11 Termination and Company Account cancellation

You shall be deemed to have terminated these Terms if:

you cancel your Subscription to the Exclusive Support Products; or

you fail to pay any Fees due and payable for a renewal of the Subscription.

These Terms will continue for the period covered by the Fees paid for your Subscription. At the end of each Billing Period, these Terms will automatically renew for another period (if you pay the relevant Fees when due and payable) unless either party terminates these Terms before the end of the relevant Billing Period.

No refund of any Fees you have already paid prior to the expiry of the Billing Period. If these Terms are terminated for any reason and any Fees that were payable prior to such termination are unpaid, you will be liable to pay all outstanding Fees to Exclusive Support.

Without prejudice to its other rights and remedies, Exclusive Support may, on notice to you, terminate these Terms with immediate effect if you:

commit a material breach of these Terms and, in the case of any breach which can be remedied, fail to remedy that breach within fourteen days of a notice from us requiring such remedy; or

You or your business become insolvent or your business goes into liquidation or has a receiver or manager appointed of any of its assets or if you become bankrupt, or make any arrangement with your creditors, or become subject to any similar insolvency event in any jurisdiction.

Failure by you to pay any Fees due to us by the date on which such payment is due shall constitute a material breach of these Terms.

Without prejudice to its other rights and remedies, Exclusive Support may terminate these Terms and close your Company Account at the end of any Billing Period.

8.12 Applicable law and jurisdiction

These Terms and all matters arising from them (including, without limitation, any dispute relating to the existence, validity or termination of these Terms or any contractual or non-contractual obligation) shall be governed by and construed in accordance with Czech Republic law without regard to conflict of law. In relation to any legal action or proceedings to enforce these Terms or arising out of or in connection with these Terms (including, without limitation, any dispute relating to the existence, validity or termination of these Terms or any contractual or non-contractual obligation), i.e. proceedings each of the Parties irrevocably submits to the exclusive jurisdiction of the courts of Czech Republic and waives any objection to proceedings in such courts on the grounds of venue or on the grounds that the proceedings have been brought in an inappropriate forum provided that a judgment or order of any court may be enforced in any court of competent jurisdiction.

8.13 Contacting Exclusive Support and Client support

If you have any questions about these Terms, don't hesitate to contact Exclusive Support at info@exclusive-support.cz. You acknowledge and agree that when contacting Exclusive Support, whether by email, chat, or otherwise, Exclusive Support shall have the right to process the Personal Data you have provided to us by the Privacy Policy of Exclusive Support.

From time to time, Exclusive Support provides client support through a built-in chat and other measures if you have any issues with Exclusive Support Products. Exclusive Support will act in its best efforts but cannot agree that Client support will solve your problem. Therefore, Exclusive Support shall bear no liability to Client support. Furthermore, Exclusive Support will not guarantee any certain hours to the availability of the Client support. Exclusive Support will provide you with Client support only upon request and your approval.