

## GENERAL TERMS AND CONDITIONS

IMPORTANT: Please read these General Terms and Conditions set out below carefully prior to registering on the Website, downloading, installing, copying or using the Software. BY REGISTERING ON THE WEBSITE, DOWNLOADING, INSTALLING, COPYING OR USING THE SOFTWARE YOU ARE EXPRESSING YOUR CONSENT TO THESE GENERAL TERMS AND CONDITIONS.

### 1. **Introductory Provisions**

- 1.1. These General Terms and Conditions (the "**Terms**") are executed by and between StringData, s.r.o., Company ID: 496 80 331, with its registered office at Na Švihance 1549/8, Vinohrady, 120 00 Prague 2, the Czech Republic, registered with the Commercial Register maintained by the Municipal Court in Prague, File No. C 21764 ("**StringData**") and you, a natural person or a legal entity (the "**you**" or the "**Client**").
- 1.2. These Terms govern the use of the Software defined in Article 3 and the Content as defined in Article 1.7. available through the Client's Account defined in Article 1.5. of these Terms provided by StringData. Please read these Terms carefully before you start using the Software or the Client's Account as they govern all rights and obligations arising in connection with the use of both the Software and the Content available through the Website as well as other related legal relations.
- 1.3. For the avoidance of any doubt, these Terms apply also to i) any user of the Software or the Content (i.e. a natural person or a legal entity) acting on the side of the Client as its employee or representative; and ii) any other entity or person that in any matter, legally or illegally, download, install, copy or use the Software or the Content although not being considered as the Client (jointly the "**Users**").
- 1.4. By accepting these Terms you confirm that you have made yourself familiar with this version of these Terms, and that you understand their content. At the moment of acceptance of these Terms, you enter into the contract between you and StringData on limited use of the Software and the Content under conditions stated herein (the "**Contract**").
- 1.5. The use of the Software is subject to registration on the website [www.ultimaterpa.cz](http://www.ultimaterpa.cz) or [www.ultimaterpa.com](http://www.ultimaterpa.com) (the "**Website**") and/or relevant registration webpages hosted on the Website by creating a client's account (the "**Client's Account**"), acceptance of these Terms and fulfilment of other conditions stipulated in these Terms. If you accept these Terms as a representative of a legal entity, you confirm that you have the authority and permission to enter into these Terms on behalf of the entity you represent.
- 1.6. The Client hereby takes into account that both the Software and the Content **are intended for business purposes only** and not for personal use and declares that the Client will use both the Software and the Content solely for its business activities and shall ensure that all Users authorised to access the Software or the Content by the Client will use both the Software and the Content solely within the business activities of the Client and comply with these Terms and the Contract. A failure to comply with the aforesaid provision constitutes a breach of the Contract, which allows StringData to exercise all remedies stipulated in these Terms while precluding any liability of StringData in connection with the Client's or the User's use of both the Software and the Content whatsoever.
- 1.7. After creating the Client's Account, you can access the content available on the Website and its sub-domains and webpages (the "**Portals**") through the Client's Account (the "**Content**"), you can download the Software from the Website, request the Licence as defined in clause 8 of these Terms and pay the Licence Fee as defined below (for the Commercial Use only). Afterwards you will be provided with a licence key to limited use of the Software (the "**Licence Key**") by StringData.
- 1.8. StringData is entitled to unilaterally change or amend these Terms at any time at its sole discretion. The most up-to-date version of the Terms is published on the Website. The new version of the Terms (the "**New Terms**") becomes effective upon its publication on the Website. The Clients will be notified of any changes to these Terms via e-mail.
- 1.9. If the Client does not agree with the New Terms, the Client is entitled to terminate its use of both the Software and the Content together with the Contract within a period of thirty (30) days

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commencing on the day on which the notification of the change of the Terms was delivered to the Client via e-mail. During this period, the Client is bound by the previous version of the Terms agreed by the Client.

### **2. Acceptance of the Terms**

- 2.1. By clicking on the "I Accept the General Terms and Conditions" option or by installing, downloading, copying or using the Software, you agree to the Terms. If you disagree with any of the provisions of these Terms, you shall immediately cancel the download or installation of the Software and any use thereof and stop using the Content.
- 2.2. By using the Software or the Content you agree and acknowledge that you have read these Terms, understand them and agree to be bound by all of their provisions.

### **3. Software**

- 3.1. As used in these Terms the term "**Software**" means: (i) programs UltimateRPA Robot, UltimateRPA Scheduler, UltimateRPA Inspector and UltimateRPA Lock including the source code and/or the object code of the Software; (ii) all the contents of e-mails and any attachments, or other media with which these Terms are provided; (iii) any related explanatory written materials and any other possible documentation related to the Software, above all any description of the Software, its specifications, any description of the Software properties or operation, any description of the operating environment in which the Software is used, instructions for use or installation of the Software or any description of how to use the Software (the "**Documentation**"); (iv) copies of the Software, patches for possible errors in the Software, additions to the Software, extensions to the Software, modified versions of the Software and updates of Software components, if any, licenced to you by StringData pursuant to Article 8 of these Terms.

### **4. Creation of the Client's Account**

- 4.1. The use of both the Software and the Content by the Client is subject to the creation of the Client's Account. Each Client shall create its own Client's Account through the registration form available on the Website.
- 4.2. The Client is obliged to ensure that all information and data provided during the creation of the Client's Account and throughout their entire use of the Website are correct. StringData will consider the Client's information and data to be correct and up-to-date and the Client bears full liability for any inaccuracy or incorrectness of the information and data provided.
- 4.3. Access to the Client's Account is protected by a unique login (username) and password. The Client's Account allows the Client to use the Software and the Content, the Client is therefore obliged to protect its login and password against any misuse. StringData shall not be responsible for any misuse of the Client's Account, or for any damages, detriment or claims of third parties arising from such misuse.
- 4.4. The Client's Account (including any information entered) is not the subject of any ownership rights of the Client. The Client acknowledges that StringData is entitled to cancel the Client's Account, if the Client violates the applicable law, these Terms, the Contract or StringData's instruction on the use of the Software or the Content. If the Client's Account is cancelled, any information of the Client will be marked as deleted and may be completely erased from the Website.

### **5. Commercial and Non-Commercial Use of the Software**

- 5.1. Non-Commercial Use of the Software shall mean the use of the Software for free solely for the purpose of demonstration or testing of the Software (the "**Non-Commercial Use**"). The Client may decide to use the installed Software for other than demonstration or testing purposes, but in such a case the Client is obliged to pay the Licence Fee for the Commercial Use of the Software as defined below and comply with all the provisions hereof regarding the Commercial Use of the Software or otherwise discontinue using the Software. For the Non-Commercial Use, an authorisation by StringData through StringData's server is required every time when running the Software. StringData decides on each authorisation separately at its sole discretion and may decide not to grant the above authorisation to the Client also within the term of the Licence according to Article 8.1 c) of these Terms without any need to justify its decision.

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- 5.2. Commercial Use of the Software shall mean any use of the Software which does not fall within the Non-Commercial Use (the "**Commercial Use**"). The Commercial Use is subject to payment of the Licence Fee as defined in Article 6.1 of these Terms by the Client to StringData through a bank account transfer or online payment in accordance with these Terms.

### **6. Terms of Payment**

- 6.1. For the Commercial Use of the Software the Client agrees to pay a licence fee for the Software set forth on the Website (the "**Licence Fee**") to StringData.
- 6.2. The payment of the Licence Fee shall be deemed to be made on the day when such payment is credited to StringData's bank account.
- 6.3. The Client may choose one of the applicable payment methods, bank transfer to the bank account specified by StringData or online payment through the Website, if the online payment method is available through the Website.
- 6.4. The Client shall indemnify StringData for any costs and expenses connected with the use of any collection agencies, attorneys, or courts of law by StringData to enforce or collect any due payments or other monetary obligations of the Client. The Client shall bear all taxes and fees imposed on the Software in the territory where the Software was provided, including but not limited to withholding tax etc. The Client shall also bear all bank fees connected with any payments provided hereunder.

### **7. Installation**

- 7.1. The Software downloaded from the Website requires being properly installed and configured by the Client.
- 7.2. Upon creating the Client's Account, you can download the Software from the Website and i) send a request to StringData for the provision of the Licence Key; and ii) pay the Licence Fee (for the Commercial Use only) in order to receive the Licence Key to access and use the Software. StringData will provide you with the Licence Key after your acceptance of these Terms and after i) receiving the request for the provision of the Licence Key in case of the Non-Commercial Use or ii) receipt of the payment of the Licence Fee in case of the Commercial Use of the Software, via e-mail registered in the Client's Account.
- 7.3. You must install the Software on a correctly configured computer, complying at least with the requirements set out in the Documentation. The installation methodology is described in the Documentation. No computer programs or hardware which could have an adverse effect on the Software may be installed on the computer on which you install the Software.

### **8. Licence**

- 8.1. Subject to the condition that you have agreed to these Terms, paid the Licence Fee in case of the Commercial Use of the Software and you comply with all the terms and conditions stipulated herein, StringData shall grant you the following rights (the "**Licence**"):
- a) Installation and use: you shall have the non-exclusive, non-transferable and non-assignable right to install the Software on the hard disk of a computer or other permanent medium for data storage, installation and storage of the Software in the memory of a computer system and to implement, run, store and display the Software.
  - b) Stipulation of the number of Licences: the right to use the Software for the Commercial Use shall be bound by the number of Licences for which the Client paid the Licence Fee. One Licence shall be taken to refer to one installation of the Software on one end-user device of the Client (the term end-user device includes, for example, one physical or virtual PC, one terminal server session, etc.). The total number of end-user devices on which the Software with the Client's Licence Key is installed must not exceed the number of the Licences purchased by the Client.
  - c) Term and territory of the Licence: your right to use the Software shall be for a world-wide use and time-limited for a period of one (1) year from i) receipt of the payment of the Licence Fee from the Client in case of the Commercial Use; or ii) receipt of the request of the Client addressed to StringData for the provision of the Licence Key in case of the Non-Commercial Use.

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- d) The Licence for the Non-Commercial Use: the Licence to use the Software for the Non-Commercial Use is granted by StringData for free and must only be used for demonstration or testing the Software.
- e) The Licence for the Commercial Use: the Licence to use the Software for the Commercial Use is granted by StringData after payment of the Licence Fee.
- f) Termination of the Licence: the Licence shall terminate automatically at the end of the period for which it was granted according to Article 8.1 c) of these Terms. If you fail to comply with any of the provisions of these Terms or the Contract, StringData shall be entitled to withdraw from the Contract with immediate effect, without prejudice to any entitlement or legal remedy open to StringData in such eventualities. In the event of withdrawal from the Contract, the Licence terminates and you must immediately delete, destroy or return at your own cost, the Software and all backup copies of the Software. The Client is not entitled to seek reimbursement of any costs, fees including the Licence Fee paid or its part in case of withdrawal of StringData from the Contract according to this Article 8.1. f).

### **9. Connection to the Internet**

- 9.1. The Non-Commercial Use of the Software requires connections to StringData's servers on the Internet. Only data concerning the Licence, the Software itself or data necessary for connecting with StringData's servers will be transferred to StringData's servers. In particular, no personal data, passwords, content created or owned by the Users or the Client will be transferred for the above purpose.

### **10. Rights and Obligations**

- 10.1. You must exercise the Client's rights in person or via your employees or representatives. You are only obliged to use the Software to automate the Client's processes on those end-user devices of the Client for which you have obtained a Licence.
- 10.2. You acknowledge that the Software, the Content, the Website, StringData's servers (for the Non-Commercial Use only) and the Client's Account may not be constantly available, due mainly to the necessary maintenance of StringData's hardware and software, or due to maintenance of the hardware and software of third parties. StringData shall not be liable for any damages or detriment resulting from the unavailability of the Software, the Content, the Website, StringData's servers or the Client's Account.
- 10.3. The Client grants StringData a non-exclusive, worldwide and royalty-free licence to use the Client's trademarks and logos to provide the Software to other Users together with the name of the Client and its logo as a reference for the purpose of presenting StringData's experience. All rights to the content created or used by the Users through the Software (the "**Client's Content**") not expressly granted to StringData herein are reserved to the Client. StringData acknowledges that the Client retains the right to use the Client's Content for any purpose at the Client's sole discretion, subject to compliance with the Contract, these Terms and applicable laws.
- 10.4. The Client shall be fully responsible for the accuracy, quality, integrity, legality, reliability, and appropriateness of all the Client's Content and bears the liability, risks and/or expenses connected thereto. The Client is fully responsible for acquiring, installing and maintaining all equipment, hardware, software and other equipment necessary to access and use the Software or the Content; the Client also bears any and all costs connected thereto.
- 10.5. The Client shall be solely responsible for properly installing, using and configuring both the Software and the Content and bears any and all costs connected thereto.

### **11. Restrictions to Rights**

- 11.1. You may not copy, distribute, modify, extract components or make derivative work of the Software or the Content, unless expressly allowed by these Terms. When using the Software or the Content you are required to comply with the following restrictions, except to the extent these restrictions are expressly prohibited by law:
  - a) You may make one copy of the Software on a permanent storage medium as an archival back-up copy, provided your archival back-up copy is not installed or used on any computer. Any

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other copies you make of the Software shall constitute a breach of these Terms and the Contract, unless expressly stated otherwise herein.

- b) You may not use, modify, translate or reproduce the Software or the Content or transfer rights to use the Software or the Content or copies of the Software or the Content in any manner other than as provided for in these Terms.
- c) You may not sell, sub-licence, lease or rent or borrow the Software or the Content or use the Software or the Content for the provision of commercial services.
- d) You may not reverse engineer, reverse compile or disassemble the Software or the Content or otherwise attempt to discover the source code of the Software or the Content, except to the extent that this restriction is expressly prohibited by law.
- e) You agree that you will only use both the Software and the Content in a manner that complies with all applicable laws in the jurisdiction in which you use both the Software and the Content, including, but not limited to, applicable restrictions concerning copyright and other intellectual property rights.

### **12. Data Protection**

- 12.1. The processing of personal data by StringData is governed by Czech Act No. 101/2000 Coll., on the Protection of Personal Data, as amended, and all the respective legislation.
- 12.2. The processing of personal data and the protection of personal data is governed by the Privacy Policy [<https://www.ultimaterpa.com/privacy-policy/>].

### **13. Intellectual Property**

- 13.1. StringData retains any and all rights to both the Content and the Software and their content, including products, processes, algorithms, user interfaces, know-how, technologies, designs and other tangible or intangible technical materials or information made available to the Users by StringData in providing both the Software and the Content or by allowing access to the Client's Account. Those rights are protected by international treaty provisions and by all other applicable national laws of the country in which the Software or the Content is being used. Unless expressly set forth herein, no express or implied licence or right of any kind is granted to the Client or the Users regarding the Client's Account or the Software, or the Content, or any part thereof, including any right to obtain possession of any source code and object code, data or other technical material relating to the Software or the Content. All rights not expressly granted to the Client herein are reserved to StringData. Any work product, developments, inventions, technology or materials provided by StringData under the Contract or while using the Client's Account or the Software are exclusively owned by StringData.
- 13.2. The structure, organisation and source code and object code of both the Software and the Content are StringData's valuable trade secrets and confidential information. You must not copy the Software or the Content, except as expressly allowed by these Terms. Any copies which you are permitted to make pursuant to these Terms must contain the same copyright and other proprietary notices that appear on the Software or the Content. If you reverse engineer, reverse compile, disassemble or otherwise attempt to discover the source code of the Software or the Content, in breach of the provisions of these Terms, you hereby agree that any information thereby obtained shall automatically and irrevocably be deemed to be transferred to and owned by StringData in full, from the moment such information comes into being, notwithstanding StringData's rights in relation to the breach of these Terms.
- 13.3. StringData, at its sole discretion, may use all comments and suggestions, whether written or oral, provided by the Client to StringData in connection with the use of the Client's Account (such as comments, suggestions or opinions, collectively "**Customer Feedback**"). The Client hereby grants StringData a worldwide, non-exclusive, irrevocable, perpetual, royalty-free licence to publish and incorporate the Customer Feedback into the Website or the Portals and to otherwise use the Customer Feedback in order to develop and modify the Software.
- 13.4. The Client acknowledges that "ultimaterpa" forms a word trademark owned and registered by StringData. Nothing in these Terms shall be construed or interpreted as the granting of any right to use the "ultimaterpa" trademark or any other trademark or designation (e.g. "UltimateRPA") owned by StringData.

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### **14. Reservation of Rights**

- 14.1. StringData hereby reserves all rights to both the Software and the Content, with the exception of rights expressly granted under the provisions of these Terms to you as the Client.

### **15. Fair Usage**

- 15.1. StringData provides both the Software and the Content under the name of the UltimateRPA which may be used in particular for the purposes of back-office departments, for financial or administrative processes. You understand that access to the Client's Account and the use of both the Software and the Content may be restricted or denied if you are found to be in violation of any provision of these Terms.
- 15.2. The Client agrees not to attempt to access the Software or the Content by any means that are inconsistent with these Terms, nor to engage in any activity that interferes with or disrupts the Software or infringes on Software's and/or a third party's intellectual property or other rights. The Client hereby agrees to ensure that any User acting on the side of the Client will use the Software and/or the Content and/or the Client's Account in accordance with these Terms and the Contract.

### **16. Multiple Language Versions, Dual Media Software, Multiple Copies**

- 16.1. In the event that the Software supports multiple platforms or languages, or if you receive multiple copies of the Software, you may only use the Software for the number of computer systems and for the versions for which you obtained a Licence. You may not sell, rent, lease, sub-licence, lend or transfer versions or copies of the Software which you do not use.

### **17. Commencement and Termination of the Contract**

- 17.1. The Contract is effective from the date you agree to these Terms. You may terminate the Contract at any time by permanently uninstalling, destroying and returning, at your own costs, both the Software and the Content, all back-up copies and all related materials provided by StringData or its business partners or by written notification sent to StringData. The Client is not entitled to seek reimbursement of any costs, fees including the paid Licence Fee or its part in case of early termination of the Contract by the Client. StringData is entitled to terminate the distribution of the Software or the Content i) after the term of the Licence as specified in Article 8.1 c) lapses with no entitlement of the Client for renewal of the License; or ii) in case StringData does not grant an authorisation to the Client for the Non-Commercial Use in accordance with Article 5.1 hereof. Irrespective of the manner of termination of the Contract, the provisions of Articles 8, 10, 11, 13, 14, 15, 16, 18 and 20 hereof and any other provision which is, by its nature, intended to survive the termination of the Contract, shall continue to apply for an unlimited period of time.

### **18. CLIENT DECLARATIONS**

- 18.1. AS THE CLIENT YOU ACKNOWLEDGE THAT BOTH THE SOFTWARE AND THE CONTENT IS PROVIDED "AS IS", WITHOUT WARRANTY OF ANY KIND, EXPRESS OR IMPLIED, TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW. NEITHER STRINGDATA, ITS AFFILIATES NOR THE COPYRIGHT HOLDERS MAKE ANY REPRESENTATIONS OR WARRANTIES, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO THE WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE OR THAT THE SOFTWARE WILL NOT INFRINGE ON ANY THIRD PARTY PATENTS, COPYRIGHTS, TRADEMARKS OR OTHER RIGHTS. THERE IS NO WARRANTY BY STRINGDATA OR BY ANY OTHER PARTY THAT THE FUNCTIONS CONTAINED IN THE SOFTWARE OR IN THE CONTENT WILL MEET YOUR REQUIREMENTS OR THAT THE OPERATION OF THE SOFTWARE OR THE CONTENT WILL BE UNINTERRUPTED OR ERROR-FREE. YOU ASSUME ALL RESPONSIBILITY AND RISK FOR THE SELECTION OF THE SOFTWARE OR THE CONTENT TO ACHIEVE YOUR INTENDED RESULTS AND FOR THE INSTALLATION, USE AND RESULTS OBTAINED FROM IT.

### **19. No Other Obligations**

- 19.1. These Terms create no obligations on the part of StringData other than as specifically set forth herein.

### **20. LIMITATION OF LIABILITY**

- 20.1. TO THE EXTENT PERMITTED BY THE APPLICABLE LAW IN NO EVENT SHALL STRINGDATA, ITS DIRECTORS, MEMBERS, EMPLOYEES OR AGENTS BE LIABLE FOR ANY DIRECT, SPECIAL,

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INDIRECT OR CONSEQUENTIAL DAMAGES, OR ANY OTHER DAMAGES OR DETRIMENT OF ANY KIND, INCLUDING BUT NOT LIMITED TO LOSS OF USE, LOSS OF PROFITS OR LOSS OF DATA, WHETHER IN AN ACTION IN CONTRACT, DELICT (INCLUDING BUT NOT LIMITED TO NEGLIGENCE) OR OTHERWISE, ARISING OUT OF OR IN ANY WAY CONNECTED WITH THE USE OF THE SOFTWARE OR THE CONTENT, THE WEBSITE, THE CLIENT'S ACCOUNT OR THE MATERIALS CONTAINED IN OR ACCESSED THROUGH THE WEBSITE, INCLUDING WITHOUT LIMITATION ANY DAMAGES OR DETRIMENT CAUSED BY OR RESULTING FROM YOUR RELIANCE ON ANY INFORMATION OBTAINED FROM STRINGDATA, OR THAT RESULT FROM MISTAKES, OMISSIONS, INTERRUPTIONS, DELETION OF FILES OR E-MAIL, ERRORS, DEFECTS, VIRUSES, DELAYS IN OPERATION OR TRANSMISSION OR ANY FAILURE OF PERFORMANCE, WHETHER OR NOT RESULTING FROM ACTS OF GOD (FORCE MAJEURE), COMMUNICATIONS FAILURE, THEFT, DESTRUCTION OR UNAUTHORISED ACCESS TO STRINGDATA'S RECORDS, PROGRAMS OR SERVICES. IN NO EVENT SHALL THE AGGREGATE LIABILITY OF STRINGDATA, WHETHER IN CONTRACT, WARRANTY, TORT/DELICT (INCLUDING NEGLIGENCE), PRODUCT LIABILITY, STRICT LIABILITY OR OTHER THEORY, ARISING OUT OF OR RELATING TO THE USE OF THE SOFTWARE OR THE CONTENT EXCEED ANY COMPENSATION YOU PAY, IF ANY, TO STRINGDATA FOR ACCESS TO OR USE OF THE SOFTWARE OR THE CONTENT.

- 20.2. If the limitation of liability under the previous paragraph 20.1 of these Terms is not allowed in a certain jurisdiction, StringData's liability for damages or detriment in relation to the provision of both the Software and the Content in such a jurisdiction is limited to the amount of the Licence Fee paid by the Client for the provision of the Software for a term of one (1) year. You hereby waive your right to compensation for any loss or damages or detriment above the limit stipulated in the preceding sentence.
- 20.3. To the extent that the exclusion or limitation of liability is expressly prohibited by law, nothing in these Terms shall exclude or limit StringData's liability (i) for damages or detriment caused by StringData intentionally or by gross negligence, (ii) for damages or detriment caused to a person's natural rights and (iii) any other liability for damage or detriment which may not be excluded or limited by applicable law.

### **21. Change of the Client's Device**

- 21.1. The Client is not entitled to transfer, assign or otherwise dispose with the Licence granted by StringData. Unless contrary to these Terms, the Client can transfer the Software from one end-user device to another end-user device owned or controlled by the Client under the condition that the copy of the Software is permanently deleted from the original end-user device.

### **22. Verification of the Genuineness of the Software**

- 22.1. The Client may demonstrate entitlement to use the Software through the Licence Key enabling the installation received by the Client.

### **23. Export and Re-export Control**

- 23.1. The Software, the Content, the Documentation or components thereof, including information about both the Software and the Content and also components thereof, might be subject to import and export controls under legal regulations which may be issued by governments responsible for issue thereof under applicable law. You agree to comply strictly with all applicable import and export regulations and acknowledge that you have the responsibility to obtain all licences required to export, re-export, transfer or import both the Software and the Content.

### **24. Notices**

- 24.1. All notices and return of both the Software and the Content and also of the Documentation must be delivered to StringData.

### **25. General Provisions**

- 25.1. Should any of the provisions of these Terms or of the Contract be invalid or unenforceable or impossible to implement, this shall not affect the validity of the other provisions of the Terms or the Contract, which shall remain valid and enforceable in accordance with the conditions stipulated therein.
- 25.2. These Terms together with the Contract constitute the entire agreement between StringData and you relating to both the Software and the Content and it supersedes any prior representations,

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discussions, undertakings, communications or advertising relating to both the Software and the Content.

### **26. Final Provisions**

- 26.1. All information disclosed by StringData or the Client during the creation of the Client's Account and at the conclusion of the Contract shall be considered confidential and shall be treated as such. It is understood that the information disclosed for the purpose of public availability on the Website is not treated as confidential.
- 26.2. The legal relations between the Client and StringData shall be governed by the laws of the Czech Republic, particularly by Act No. 89/2012 Coll., the Civil Code, as amended (the "**Civil Code**").
- 26.3. These Terms form an integral part of the Contract. In case of any discrepancies between the Terms and the Contract, the Contract shall prevail.
- 26.4. The Client may not assign any rights or obligations arising from these Terms or the Contract without the prior written consent of StringData.
- 26.5. The Client and StringData agree that provisions under Sections 1799 and 1800 of the Civil Code shall not apply.
- 26.6. All disputes arising out of or in connection with the use of the Software or the Content or related to violation, termination or nullity of these Terms shall be settled by the competent courts of the Czech Republic according to the registered office of StringData.