

## WEBISTE TERMS & CONDITIONS

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**By registering for an account through any of the Services, including securing a Login Service account, you represent and warrant that you are the age of majority in your jurisdiction (typically age 18). Services offered to registered users are provided subject to these Master Terms of Use, the Privacy Policy, and any Additional Terms specified on the relevant Website(s), all of which are hereby incorporated by reference into these Terms of Use.**

**Registration:** You agree to (a) only provide accurate and current information about yourself (though use of an alias or nickname in lieu of your legal name is encouraged in connection with the Login Service), (b) maintain the security of your passwords and identification, (c) promptly update the email address listed in connection with your account to keep it accurate so that we can contact you, and (d) be fully responsible for all uses of your account. You must not set up an account on behalf of another individual or entity unless you are authorized to do so.

**No Membership:** Creating a Login Service account or using any of the related Websites or Services, does not and shall not be deemed to make you a member, shareholder or affiliate of RE-COUNT EDIT, S.R.O. for any purposes whatsoever, nor shall you have any of the rights of statutory members.

**Termination:** RE-COUNT EDIT, S.R.O. reserves the right to modify or discontinue your account at any time for any reason or no reason at all.

## 7. Prohibited Conduct

You agree not to engage in any of the following activities:

1. Violating laws and rights:
2. You may not (a) use any Service for any illegal purpose or in violation of any local, state, national, or international laws, (b) violate or encourage others to violate any right of or obligation to a third party, including by infringing, misappropriating, or violating intellectual property, confidentiality, or privacy rights.
3. Solicitation:
4. You may not use the Sandbox, or RE-COUNT EDIT, S.R.O.'s Products and Services or any information provided through the Services for the transmission of advertising or promotional materials, including junk mail, spam, chain letters, pyramid schemes, or any other form of unsolicited or unwelcome solicitation.
5. Disruption:
6. You may not use the Services in any manner that could disable, overburden, damage, or impair the Services, or interfere with any other party's use and enjoyment of the Services; including by (a) uploading or otherwise disseminating any virus, adware, spyware, worm or other malicious code, or (b) interfering with or disrupting any network, equipment, or server connected to or used to provide any of the Services, or violating any regulation, policy, or procedure of any network, equipment, or server.
7. Harming others:

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- You may not post or transmit Content on or through the Services that is harmful, offensive, obscene, abusive, invasive of privacy, defamatory, hateful or otherwise discriminatory, false or misleading, or incites an illegal act;
  - You may not intimidate or harass another through the Services; and, you may not post or transmit any personally identifiable information about persons under 13 years of age on or through the Services.
8. Impersonation or unauthorized access:
- You may not impersonate another person or entity, or misrepresent your affiliation with a person or entity when using the Services;
  - You may not use or attempt to use another's account or personal information without authorization; and
  - You may not attempt to gain unauthorized access to the Services, or the computer systems or networks connected to the Services, through hacking password mining or any other means.

## 8. Limitations

In no event shall RE-COUNT EDIT, S.R.O. or its business partners be liable for any damages (including, without limitation, damages for loss of data or profit, or due to business interruption) arising out of the use or inability to use the materials on RE-COUNT EDIT, S.R.O.'s website, even if RE-COUNT EDIT, S.R.O. or a RE-COUNT EDIT, S.R.O. authorized representative has been notified orally or in writing of the possibility of such damage. Because some jurisdictions do not allow limitations on implied warranties, or limitations of liability for consequential or incidental damages, these limitations may not apply to you.

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## 11. Modifications

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**By YOU:** If you wish to terminate this agreement, you may immediately stop accessing or using the Websites and Products and Services at any time.

**Automatic upon breach:** Your right to access and use the Services (including use of your Login Service account) automatically upon your breach of any of the Terms. For the avoidance of doubt, termination of the Terms does not require you to remove or delete any reference to previously-applied legal tools from your own Content.

**Survival:** The disclaimer of warranties, the limitation of liability, and the jurisdiction and applicable law provisions will survive any termination. The license grants applicable to Your Content are not impacted by the termination of the Terms and shall continue in effect subject to the terms of the applicable license. Your warranties and indemnification obligations will survive for one year after termination.

## 20. Miscellaneous Terms

**Choice of law:** The Terms are governed by and construed by the laws of Slovak republic.

**Dispute resolution:** The parties agree that any disputes between RE-COUNT EDIT, S.R.O. and you concerning these Terms, and/or any of the Products and Services may only be brought in a state court of competent jurisdiction sitting in Germany, and you hereby consent to the personal jurisdiction and venue of such court.

If you are an authorized agent of a government or intergovernmental entity using the Services in your official capacity, including an authorized agent of the state, or local government in Slovak republic, and you are legally restricted from accepting the controlling law, jurisdiction, or venue clauses above, then those clauses do not apply to you.

**No waiver:** Either party's failure to insist on or enforce strict performance of any of the Terms will not be construed as a waiver of any provision or right.

**Severability:** If any part of the Terms is held to be invalid or unenforceable by any law or regulation or final determination of a competent court or tribunal, that provision will be deemed severable and will not affect the validity and enforceability of the remaining provisions.

**No agency relationship:** The parties agree that no joint venture, partnership, employment, or agency relationship exists between you and RE-COUNT EDIT, S.R.O. as a result of the Terms or from your use of any of the Services.

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