

Terms of service Page Builder s.r.o.

BY ACCEPTING THESE TERMS OF SERVICE, YOU AGREE TO THE TERMS AND CONDITIONS OF THIS AGREEMENT. IF YOU ARE ENTERING INTO THIS AGREEMENT ON BEHALF OF A COMPANY OR OTHER LEGAL ENTITY, YOU REPRESENT THAT YOU HAVE THE AUTHORITY TO BIND SUCH ENTITY AND ITS AFFILIATES TO THIS AGREEMENT, IN WHICH CASE THE TERMS "YOU" OR "YOUR" SHALL REFER TO SUCH ENTITY AND ITS AFFILIATES. IF YOU DO NOT HAVE SUCH AUTHORITY, OR IF YOU DO NOT AGREE WITH THESE TERMS, YOU MAY NOT USE THE APPS OR RECEIVE SUCH SERVICES.

1. ACCEPTANCE, APPS AND RIGHTS OF ACCESS

1. Page Builder s.r.o. ("we," "us," "our") provides the Apps to you subject to your acceptance of these Terms of Service, including our Privacy Policy, Acceptable Use Policy, API Guidelines, Copyright Policy, Cookie Policy and all other policies and guidelines we may provide from time to time and displayed online at www.pobo.space (our "website") along with the terms and conditions of each platform. All such guidelines, rules and policies are incorporated herein by reference and your use of our Apps constitutes your binding acceptance of such terms and conditions, including any updates or subsequent changes to the Terms made by us from time to time and displayed on our website.

2. This is an agreement for access to and use of the Apps, and you are not granted a license to any software by this Agreement. You are only granted the right to use the Apps solely for the purposes described by Page Builder s.r.o. Our Apps may obtain certain information about you during the installation of our Apps in order to properly operate the functionality of the Apps, including, without limitation, store name, store domain, shop owner's first and last name, time zone, and account email. You agree to provide accurate, current and complete information as prompted (such information being the "Registration Data") and to maintain and promptly update the Registration Data to keep it accurate, current and complete as requested from time to time.

3. Subject to your agreement and continuing compliance with these Terms, including, without limitation, meeting the applicable payment obligations, we grant you a personal, nonexclusive, nontransferable, non-sublicensable, revocable, limited right to access and use our Apps solely for your own internal business purpose for one store per applicable platform per App. You agree not to use the Apps for any other purpose unless we have provided you with prior written authorization. We reserve any and all other rights in the Apps.

4. We reserve the right to modify or discontinue the Apps (or any part thereof) with or without notice at any time. You agree that we shall not be liable to you or any third party for any modification, suspension or discontinuance of the Apps, except as otherwise specified in any separate rules governing certain events or contents. If we discontinue the Apps (or any part thereof) for a reason other than due to a breach of these Terms by you, we will refund a prorated portion of any pre-paid fees paid by you for the Apps.

5. The Apps are intended for the use of adults 18 years or older. You acknowledge and agree that you are not permitted to use the Apps, and you shall not use our website, if you are under the age of 18.

6. The Apps may contain data from one or more third party sources; to the extent that any such source is used, you will comply with all such third party license and data use requirements.

7. Certain application programming interfaces ("API") may contain code, commonly referred to as open source software, which is distributed under any of the many known variations of open source license terms, including terms which allow the free distribution and modification of the relevant software's source code and/or which require all distributors to make such source code freely available upon request, including any contributions or modifications made by such distributor (collectively, "Open Source Software"). To the extent that any API contains any Open Source Software, that element only is licensed to you pursuant to the relevant license terms of the applicable third party licensor and not pursuant to the licenses contained in this Agreement, and you accept and agree to be bound by such terms.

2. COMMENCEMENT DATE, FEES AND PAYMENT

1. You may access our Apps via a subscription and at the prices provided on our app listing pages on the Shopify Platform (“Subscription”).
2. Payments will be billed to you by platform, and paid by you, to the platform in U.S. currency. The date your account is first debited or charged will be the “Commencement Date”.
3. You authorize the platform or our merchant account provider the right to charge such credit card or perform such debits from your account.
4. If your payment and registration information is not accurate, current, and complete and you do not notify us promptly when such information changes, we may suspend or terminate your account and refuse your use of the Apps. If you do not notify us of updates to your payment method (e.g., credit card expiration date), to avoid interruption of your service, we may participate in programs supported by your card provider (e.g., updater services, recurring billing programs, etc.) to try to update your payment information, and you authorize us to continue billing your account with the updated information that we obtain.
5. Your Subscription will continue unless and until cancelled or terminated under this Agreement.
6. All fees are paid per the Subscription and are exclusive of applicable federal, state, local or other governmental sales, goods and services, or other taxes, fees or charges now in force or enacted in the future.
7. Payment obligations are non-cancellable and fees are non-refundable, except you may cancel your Subscription by removing the Apps from Shopify platform.

3. PRIVACY AND SECURITY

1. Your Registration Data, as well as information that you may provide at other times during your use of the Apps, is subject to our Privacy Policy.

2. By downloading the Apps, you are subject to the applicable platform's terms of service located on such platform provider's website and as may be updated from time to time.
3. When registering for any of the Apps, you may be required to select a Username and Password that will be used to access your account. You are responsible for any use of your Password, whether by you or others. You agree to (i) keep your Password confidential and not share it with anyone else; and (ii) immediately notify us of any unauthorized use of your Password or account or any other breach of security. Page Builder s.r.o. will not be liable for any loss or damage arising from your failure to comply with this Section.
4. You authorize us to act on instructions received through use of your Password, and that we may, but are not obligated to, deny access or block any transaction made through use of your Password without prior notice.

4. USER CONDUCT, OBLIGATIONS AND REPRESENTATIONS

1. By using the Apps, it is your responsibility to know, understand and abide by our rules of conduct. These rules are not meant to be exhaustive, and we reserve the right to determine what types of conduct we consider to be inappropriate use of our Apps and to take such measures as we see fit. We reserve the right to add to or amend this list of rules at any time.
2. You agree that you will not use the Apps to or make available content that: (i) harasses, abuses, defames, or threatens others; (ii) contains profanity or obscene or otherwise objectionable content; (iii) contains any other party's intellectual property unless you have the right to do so; (iv) violate the privacy, publicity or other personal rights of others; (v) contains software viruses or any other computer code, files or programs that can interrupt, destroy, or limit the functionality of any computer software or hardware or telecommunications equipment; (vi) interfere with the Apps or servers or networks connected to the Apps, or disobey any requirements of networks connected to the Apps; (vii) violate any applicable local, state, national or international law or regulation; (viii) make available, distribute, re-upload or share any video, photos, downloads or other content provided by Page Builder

s.r.o. Apps or through the Apps to any other website, streaming technology, peer-to-peer software, or similarly unauthorized distribution channel unless expressly authorized to do so by Page Builder s.r.o.; (ix) attempt to decipher, decompile, disassemble or reverse engineer any of the software comprising, or in any way making up, any part of the Apps; (x) access any content not intended for your use or log onto a server or account that you are not authorized to access; or (xi) attempt to probe, scan or test the vulnerability of a system or network or to breach security or authentication measures without proper authorization.

3. Violation of the rules of conduct may result in the immediate removal of your content from the Apps and/or the termination of your account(s).

4. You understand that all postings and content submitted to any of the Apps by users (“User Materials”), whether privately transmitted or made publicly available, are the sole responsibility of the person from which such User Materials originated. You are entirely responsible for all User Materials that you make available via the Apps.

5. You acknowledge that we may or may not pre-screen User Materials, but that we and our designees have the right (but not the obligation) in our sole discretion to remove any User Materials. You understand that by using the Apps, you may be exposed to User Materials that you may consider to be offensive or objectionable. You agree that you must evaluate, and bear all risks associated with, the use or disclosure of any User Materials. You further acknowledge and agree that you will not rely on any content available on or through the Apps. With respect to User Materials you directly submit or make available on the Apps, you grant Page Builder s.r.o. Apps an irrevocable, fully sub-licensable, perpetual, world-wide, royalty-free, non-exclusive license to use, distribute, reproduce, modify, adapt, publish, translate, publicly perform and publicly display such User Materials (in whole or in part) and to incorporate such User Materials into other works in any format or medium now known or later developed.

6. The Apps are protected by copyright, trade secret, and other intellectual property laws as further described below. You agree not to use, nor permit any third party to use, the Apps or

content in a manner that violates any applicable law, regulation or this Agreement. You agree you will not: (i) provide access to or give any part of the Apps to any third party; (ii) reproduce, modify, copy, deconstruct, sell, trade or resell the Apps; (iii) make the Apps available on any file-sharing or application hosting service; (iv) attempt to copy, modify, duplicate, create derivative works from, frame, mirror, republish, download, display, transmit, or distribute all or any portion of the Apps (or any source code relating thereto); (v) attempt to reverse compile, disassemble, reverse engineer or otherwise reduce to human-perceivable form all or any part of the Apps (or any source code relating thereto); (vi) remove, obscure, or alter any proprietary rights notices affixed to or contained within the Apps; (vii) assign, sell, rent, lease, sublicense, lend, transfer, resell, or distribute any part of the Apps (or any source code relating thereto) to any third party or use the services on behalf of any third party unless otherwise agreed to in writing by us in our sole discretion; (viii) access all or any part of the apps in order to build a product or service which competes with the Apps including, without limitation, the software; create Internet links to or frame or mirror any Apps or any App content; or (ix) display or reference any part of the App, software or any Page Builder s.r.o. Apps name, trademark or logo, without our prior written consent in each instance.

5. SUPPORT SERVICES

1. Support is included in your Subscription. We accept support questions 24 hours per day x 7 days per week at www.pobo.space We attempt to respond to webform support questions within one business day; in practice, our responses are generally even faster. We do not promise or guarantee any specific response time.

2. We try to make the Apps available 24 hours a day, 7 days a week, except for planned downtime for maintenance or unforeseen events.

6. INDEMNITY

1. You agree to defend, indemnify and hold harmless Page Builder s.r.o. Apps, its parent company, affiliates, subsidiaries, employees, contractors, content providers, and assignees and their respective

officers, directors, employees and agents from and against any and all liabilities, claims, actions, demands, damages, costs, losses and expenses (including reasonable attorney's fees) made by any third party due to or arising out of your use of the Apps, any transaction resulting from use of the Apps, your connection to the Apps, your violation of these Terms, your submission, posting, or transmission of User Materials to the Apps, and/or your violation of any rights of another.

7. TERM AND TERMINATION

1. This Agreement shall commence on the Commencement Date and shall continue until terminated or cancelled by either party in accordance with these Terms or the applicable platform provider's terms and conditions, including, without limitation, your removal of the Apps from your store.

2. Either party may with immediate effect terminate this Agreement by written notice to the other party (i) if the other party breaches any provision of this Agreement (including non-payment of fees) and such breach is not cured within ten (10) days after written notice thereof; or (ii) if the other party commits any breach that is unable to be cured or repeats any breach as has previously been the subject of a notice under paragraph (i) above.

4. You agree that we may, in our sole discretion and without notice, immediately terminate your access to the Apps. Termination of your account(s) may include (i) removal of access to all offerings within the Apps, (ii) at our sole discretion, the deletion of all of your account information related to the Apps, User Materials, and other content associated with your account(s) related to the Apps (or any part thereof), and (iii) barring your further use of the Apps.

5. Upon termination of this Agreement:

5.1. You will be responsible for payment through the end of the applicable calendar month within which the Apps were provided following the effective date of termination;

5.2. You shall immediately discontinue use of the Apps and uninstall and discontinue use of any software affected by such termination and promptly certify to us that you have

discontinued use of and returned or destroyed all copies of the affected software then in your possession, including all documentation related thereto; and

5.3. those provisions of this Agreement that by their terms are intended to survive termination or expiration of this Agreement will survive and remain in full force and effect.

8. LINKS

1. The Apps may provide links to third party websites (“sites”) or resources. Because Page Builder s.r.o. has no control over such sites and resources, you acknowledge and agree that Page Builder s.r.o. is not responsible for the availability of such external sites or resources, and does not endorse and is not responsible or liable for any content, advertising, products, or other materials on or available from such sites or resources. You further acknowledge and agree that Page Builder s.r.o. Apps shall not be responsible or liable, directly or indirectly, for any damage or loss caused or alleged to be caused by or in connection with use of or reliance on any such content, goods or services available on or through any such site or resource.

9. PROPRIETARY RIGHTS AND IP

1. All title, ownership and intellectual property rights in and to the materials contained in the Apps are owned by Page Builder s.r.o. or its licensors. Unless noted otherwise, all content, software, and other materials made available or through the website are protected by copyright, trademark and other applicable intellectual property law and may not be used except as permitted in these Terms.

2. Nothing contained on or in any of our Apps, including our website, should be construed as granting, by implication, estoppel, or otherwise, any license or right to use any trademark displayed without our written permission or any such third party that may own the trademarks. Your misuse of our trademarks displayed on the Apps, or any other content on the Apps, except as provided in these Terms, is strictly prohibited. You acknowledge and

agree that we will enforce our intellectual property rights to the fullest extent permitted by law.

3. We may, in appropriate circumstances and at our discretion, disable and/or terminate the accounts of users who infringe the intellectual property of others.

3.1. If you believe that your work has been copied in a way that constitutes copyright infringement, or your intellectual property rights have been otherwise violated, please provide us with notice containing the following information: (i) an electronic or physical signature of the person authorized to act on behalf of the owner of the copyright or other intellectual property interest; (ii) a description of the copyrighted work or other intellectual property that you claim has been infringed; (iii) a description of where the material that you claim is infringing is located on the App; (iv) your address, telephone number, and e-mail address; (v) a statement by you that you have a good faith belief that the disputed use is not authorized by the copyright owner, its agent, or the law; and (vi) a statement by you, made under penalty of perjury, that the above information in your notice is accurate and that you are the copyright or intellectual property owner or authorized to act on the copyright or intellectual property owner's behalf.

3.2. Notice of claims of copyright or other intellectual property infringement can be reached in the following ways: via email info@pobo.space or written notice mailed to: Záhřebská 562/41, Vinohrady, 120 00 Praha

10. DISCLAIMER OF WARRANTIES

YOU EXPRESSLY UNDERSTAND AND AGREE THAT YOUR USE OF THE APPS IS AT YOUR SOLE RISK. THE APPS ARE PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS. Page Builder s.r.o. EXPRESSLY DISCLAIMS ALL WARRANTIES EXPRESS OR IMPLIED, INCLUDING THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, ACCURACY, AND NON-INFRINGEMENT. Page Builder s.r.o. ASSUMES NO RESPONSIBILITY FOR THE TIMELINESS, DELETION, MIS-DELIVERY OR FAILURE TO PROVIDE

ANY CONTENT OR TO STORE ANY PERSONALIZATION SETTINGS OR USER MATERIALS. ANY CONTENT DOWNLOADED OR OTHERWISE OBTAINED THROUGH THE APPS IS DOWNLOADED AND USED AT YOUR SOLE DISCRETION AND RISK AND YOU WILL BE SOLELY RESPONSIBLE FOR ANY DAMAGE TO YOUR COMPUTER SYSTEM OR LOSS OF DATA THAT RESULTS FROM THE DOWNLOAD OR USE OF ANY SUCH CONTENT. NO ADVICE OR INFORMATION, WHETHER ORAL OR WRITTEN, OBTAINED BY YOU FROM Page Builder s.r.o. OR THROUGH OR FROM THE APPS SHALL CREATE ANY WARRANTY NOT EXPRESSLY STATED IN THESE TERMS.

11. LIMITATION ON LIABILITY

YOU UNDERSTAND AND AGREE THAT Page Builder s.r.o., ITS AFFILIATES, OWNERS, MEMBERS, OFFICERS AND EMPLOYEES SHALL NOT BE LIABLE TO YOU FOR ANY DIRECT, INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL OR EXEMPLARY DAMAGES, INCLUDING WITHOUT LIMITATION DAMAGES FOR LOSS OF PROFITS, GOODWILL, USE, DATA OR OTHER INTANGIBLE LOSSES (EVEN IF Page Builder s.r.o. HAD BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES), RESULTING FROM: (I) THE USE OR THE INABILITY TO USE THE APPS; (II) UNAUTHORIZED ACCESS TO OR ALTERATION OF YOUR TRANSMISSIONS OR DATA; (III) STATEMENTS OR CONDUCT OF ANY THIRD PARTY ON THE APPS; OR (IV) ANY OTHER MATTER RELATING TO THE APPS. WE DISCLAIM ALL LIABILITY WITH RESPECT TO THIRD-PARTY PRODUCTS THAT YOU USE. WE AND OUR LICENSORS SHALL HAVE NO LIABILITY OF ANY KIND UNDER THIS AGREEMENT. YOU UNDERSTAND AND AGREE THAT ABSENT YOUR AGREEMENT TO THIS LIMITATION OF LIABILITY, WE WOULD NOT PROVIDE THE APPS TO YOU.

By accepting these terms and conditions, you acknowledge that the services provided by PB also include the provision of third party services. If you wish to use third-party services that may be provided to you through the Apps, it is your responsibility to comply with the terms of use issued by the responsible providers. By accepting these Terms of Service, you acknowledge that Page Builder s.r.o. does not guarantee these third party services and you

will not hold Page Bulder s.r.o. liable in any way in connection with your use of these services.

12. EXCLUSIONS AND LIMITATIONS

SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION OF CERTAIN WARRANTIES OR THE LIMITATION OR EXCLUSION OF LIABILITY FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES. ACCORDINGLY, SOME OF THE ABOVE LIMITATIONS MAY NOT APPLY TO YOU. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, Page Builder s.r.o. TOTAL CUMULATIVE LIABILITY TO YOU UNDER THIS AGREEMENT WILL NOT EXCEED THE AMOUNTS PAID BY YOU ACTUALLY RECEIVED BY Page Builder s.r.o. FOR THE 3 MONTHS PRECEDING THE CLAIM GIVING RISE TO SUCH LIABILITY.

13. GENERAL INFORMATION

1. No Third Party Beneficiaries. You agree that, except as otherwise expressly provided in this Agreement, there shall be no third party beneficiaries to this Agreement.

2. Notice. Page Builder s.r.o. may provide you with notices, including those regarding changes to the Terms, by e-mail, regular mail, or postings on the Apps or our website; provided, however, that this Section places no requirements on us not already expressly set forth herein.

3. Communication. You can contact us via:

Email: info@pobo.space.cz

3. Governing Law. The relationship between you and Page Builder s.r.o. shall be governed by the laws of the Czech Republic with no regard to conflict of law rules or principles that could cause the application of the laws of any other jurisdiction.

5. Dispute Resolution. Any disputes arising out of or relating to these Terms or any other agreement entered into between you and Page Builder s.r.o. shall be tried and resolved by the courts of the Czech Republic.

6. Alternative Dispute Resolution. In case you are a consumer according to Act No. 89/2012 Coll., the Civil Code, as amended, any disputes between you and Page Builder s.r.o. may also be settled through an out-of-court procedure. In such case, you may contact out-of-court dispute resolution entity (the Czech Trade Inspection Authority), or resolve the dispute online through the dedicated online dispute resolution (ODR) platform.

7. Statute of Limitations. You agree that regardless of any statute or law to the contrary, any claim or cause of action arising out of or related to the use of the Apps or this Agreement must be filed within one (1) year after such claim or cause of action arose or be forever barred.

8. Authority. Each party represents and warrants to the other that it has full power and authority to enter into this Agreement and that it is binding upon such party and enforceable in accordance with its terms.

9. Publicity. You grant us the right to add your name and company logo to our customer list and website.

10. Force Majeure. Neither party will be liable to the other party for its inability or failure to perform, or delay in performing, any obligations under this Agreement caused by a Force Majeure Event. The party affected by the Force Majeure Event will notify the other party once its performance of its obligations under this Agreement is no longer prevented due to the Force Majeure Event. Notwithstanding anything to the contrary herein, a Force Majeure Event shall not include the failure to make timely payments when due. A "Force Majeure Event" includes any act, event, non-happening, omission or accident beyond reasonable control and includes, without limitation, the following: the acts, decrees, legislation, orders, regulations or restrictions of any government strikes, lock-outs, riot, invasion, terrorist attack, war, fire, explosion, storm, flood, earthquake, or other natural disaster.

11. Waiver. Any omission to exercise, or delay in exercising, any right or remedy under this Agreement shall not constitute a waiver of that, or any other, right or remedy. The waiver by any party to this Agreement of any of its rights or remedies arising under this Agreement or

by law shall not constitute a continuing waiver of that right or remedy or a waiver of any other right or remedy.

12. Severability. If any provision of this Agreement is held to be invalid or unenforceable by any judicial or other competent authority, all other provisions of this Agreement will remain in full force and effect and will not in any way be impaired. If any provision of this Agreement is held to be invalid or unenforceable but would be valid or enforceable if some part of the provision were deleted, the provision in question will apply with the minimum modifications necessary to make it valid and enforceable.

13. Assignment. You may not assign any of your rights or obligations hereunder, whether by operation of law or otherwise, without our prior written consent. Subject to the foregoing, this Agreement shall bind and inure to the benefit of the parties, their respective successors and permitted assigns.

14. Agreement Amendments. Page Builder s.r.o. reserves the right to unilaterally change these terms and conditions and the documents related to them. In such a case, you will be notified of the changes.