

1. Introductory Provisions

1.1. Who we are and what are these Terms for. Here we are defining these Terms & Conditions for the provision of the Roivenuue Services. These Terms are set by us, company **Roivenuue s.r.o.** We are also part of the ScanmarQED Group as our owner is Dutch based company ScanmarQED Holding B.V.

1.2. What the Terms apply to. The Terms apply to the provision of our Roivenuue Services via us or via some other member of the ScanmarQED Group, where we may act as the supplier to the contracting entity from ScanmarQED Group.

1.3. The connection between the Agreement and the Terms. These Terms including its definitions are a part of the Agreement on provision of Roivenuue Services unless the Agreement states otherwise. By concluding the Agreement, you confirm that you are entering into a non-exclusive contractual relationship with your business activities (B2B) and that you have duly and thoroughly read the entire Agreement, including these Terms and its Annexes, that you clearly, unambiguously and seriously understand them, and that you are entering into the Agreement of your own free will.

1.4. How the Agreement works. In the manner and under the conditions there stipulated, you are bound by the Agreement to be our Client, to use our Roivenuue Services and to pay the Fees for the Roivenuue Services. In cases provided by the Agreement, you can use the provided Roivenuue Services for your Customers as well: otherwise, you may not use and/or resell Roivenuue Services to third parties. The Agreement always constitutes the complete and exclusive agreement between us concerning respective Roivenuue Services, although in some cases foreseen by the Agreement we can solve some non-material discrepancies via email.

1.5. Rights and obligations from the Agreement & Assignment of the rights. In stipulated cases, we may provide Roivenuue Services for your Customers. However, this does not affect that you are our contracting party, and you may not assign or transfer the Agreement, no matter if in whole or in part. On the other hand, we may assign or transfer the Agreement or the right arising from it to a third person without your consent, especially to companies from the ScanmarQED Group.

2. Definitions

Following definitions applies for the Terms as well as for the Agreement:

2.1. Agreement. The Agreement on provision of Roivenuue Services or any other Agreement that establishes contractual relationship between you and us, such as Agency Agreement or Framework Agreement, considering provision of Roivenuue Services as the subject matter. The Agreement always includes these Terms and its Annexes as its integral part.

2.2. Attribution Code. Our very own software which we have developed, to which we have the rights and that is the key part of the Roivenuue Services as it is based on a neural network, used to process the Incoming Data into the Outgoing Data.

2.3. Authorized User. Any natural person acting on behalf of you who has been registered to access the Roivenuue Services: mainly your employee or another person cooperating with you on some other documentable contractual relationship.

2.4. Customer. Third party with whom you have a contractual relationship and whose purposes and benefits you enter into an Agreement with us.

2.5. Confidential Information. As per Section 11 of the Terms.

2.6. Client or you. You, as the contracting party of the Agreement, acting in the field of your business activities and not as a consumer in view of applicable legislation.

2.7. Data. Incoming Data and Outgoing Data together.

2.8. Data Processing Agreement. As per Art. 9.2. of these Terms, an integral part of the Agreement and Annex No. 1 to the Terms.

2.9. Duration of provision. The period of time from the Start Date as stipulated in the Agreement and ending upon its expiration during which the Roivenu Services are being provided to you.

2.10. Fees. The prices and amounts you are obliged to pay us in accordance with the Agreement for the provision of Roivenu Services.

2.11. GDPR. As we may process data you consider as personal data, the Regulation (EU) 2016/679 of the European parliament and of the Council of 27 April 2016 on the protection of natural persons with regard to the processing of personal data and on the free movement of such data, and repealing Directive 95/46/EC may apply. This is relevant mostly for the Data Processing Agreement.

2.12. Fees. The prices and amounts you are obliged to pay us in accordance with the Agreement for the provision of Roivenu Services

2.13. Intellectual Property. Any and all our intellectual creations, including but not limited to inventions, patents, utility models, industrial designs, trademarks, service marks, trade names, business names, domain names, copyrights, neighboring rights, database rights, trade secrets, know-how, confidential information, and any other proprietary rights and forms of protection of a similar nature, whether or not registered, which are recognized under Czech law and applicable international treaties.

2.14. Incoming Data. The data and information related to your marketing activities that are being sent our way and we are processing them by the provided Roivenu Services. The Incoming Data may include both the data coming directly from you and from the analytical and marketing platforms such as Microsoft Ads, AdForm, Google Analytics, Meta, Google Ads used by you. The Incoming Data may be stored either in our / your / third-party data storages.

2.15. Outgoing Data. The data, insights and information that is the result of the processing of the Incoming Data by the Roivenu Services, displayed in our Roivenu Platform or any other agreed form, such as Excel table, graph or another form.

2.16. Product Plan. The specific plan of the Roivenu Services you are using, stated in Agreement. The Product Plan is being described on our Website as well as in the Agreement, including the type of Roivenu Services, its limits and corresponding Fees.

2.17. Roivenu or us or Provider. Czech based company Roivenu s.r.o., with registered office Plynární 1617/10, Praha 7 – Holešovice, ZIP 17000, CRN: 06812279, VAT ID: CZ06812279, registered in the Commercial Register maintained by the Municipal Court in Prague, Section C, File 289445.

2.18. Roivenu Platform. Platform accessible via User Account on the URL of app.roivenu.com that gives access to Outgoing Data as part of the provided Roivenu Services.

2.19. Roivenu Services. Services provided by us to you in the field of analytics, marketing performance monitoring and optimization of marketing activities. Roivenu Services can be both digital services, provided mainly via the Roivenu Platform, and consultation and advisory services as well as other services.

2.20. ScanmarQED Group. Some or all other companies in our group under the parent company ScanmarQED Holding B.V., especially UK based company MARKETINGQED LIMITED with registered office 36-38 Botolph Lane, London, England, ZIP: EC3R 8DE, CRN: 05691561 and US based company marketingQED Incorporated, with registered office 318 W. Adams Street, Suite 1614, Chicago, ZIP: IL 60606, CRN: F13000005194 through which we can also provide Roivenu Services.

2.21. Start Date. The date from which the commencement of provision of Roivenu Services started, specified in the Agreement.

2.22. User Account. Your account is necessary for allowing the Authorized User to access the Roivenu Platform.

2.23. Website. The Roivenu website, available on www.roivenu.com.

3. Rights and obligations in connection with User Account

3.1. User Account creation. To initially access the Roivenu Platform, User Account including original Authorized Users needs to be created by us. For that purpose, we will require accurate and current information about the Authorized Users you want to include in your User Account such as username, name, surname and email. You are also choosing what type of rights the Authorized User should have. The Authorized Users are being invited to the User Account via link sent to such stated emails. Authorized Users then can log to the Roivenu Platform via email, username or even use supported Single-Sign-On.

3.2. Age limitation for Authorized Users and their personal data processing. By providing the information requested for Authorized Users, you confirm that the Authorized User has reached the age of majority and has been informed about the processing of his/her personal data as set out in our Privacy Policy.

3.3. Maintaining the User Account and Authorized Users. After the creation of the User Account, you and your Authorized Users are obliged to protect login credentials and keep accurate, current and complete information in your User Account. You are also obliged for any invites and/or terminations of Authorized Users connected to your User Account as you shall keep it updated & accurate. We can't be held liable for any breach of confidentiality or leakage of trade secrets in the event of non-compliance with this obligation.

3.4. Your responsibility for your User Account. You are fully responsible and liable for any activities in your User Account after its creation, no matter if authorized or unauthorized or if the Roivenu Services are provided for you or for your Customers in accordance with Art. 5.4. If you have reasonable grounds to suspect that any unauthorized use of your User Account is taking place, including unauthorized use of any password or account or any other known or suspected breach of security, you are obliged to immediately notify us about such situation. You are also required to cooperate with

us in the investigation of these situations, as well as any other suspected prohibited activities as per Art. 3.6.

3.5. Communication in connection with User Accounts. You acknowledge that in connection with your User Account, automatic notifications related to the Roivenu Services might be sent to the e-mail addresses connected with the User Accounts. You and Authorized Users also can communicate and receive communication via implemented tools on the Roivenu Platform.

3.6. Prohibited activities in connection with User Account. You and Authorized Users shall not a) attempt to interfere with or disrupt the User Account in any way, including connecting it with harmful computer program, performing any sort of penetration testing or vulnerability analysis, b) allow access to or use of the User Account by anyone other than Authorized Users, c) use the User Account for purposes that are not in accordance all applicable legal regulations, and d) infringing any Intellectual Property connected to the User Account.

3.7. Our rights towards active User Account and Authorized Users. We reserve the right to suspend or terminate your User Account or adjust the access of the Authorized Users if we have reasonable grounds to suspect that prohibited activities as per Art. 3.6. or unauthorized actions are taking place on the User Account.

3.8. Termination of the User Account. Upon termination or withdrawing from the Agreement for whatever reason we are entitled to immediately terminate your User Account. You shall also cease all use of Roivenu Services and make no further use of our Confidential Information, materials or other protected items. We are obliged to erase any Incoming Data connected to the User Account and disconnect all the channels used for the flow of Incoming Data no later than 1 month after the termination of your User Account.

4. Data, Attribution Code and Roivenu Platform

4.1. Implementation of the digital Roivenu Service. The process starts with the implementation, consisting of creating a User Account, connecting your or your Customer's platforms and sources to the Roivenu Platform and gaining the opportunity to process the Incoming Data by the Roivenu Services. The plans for implementation are generally stated in the annexes to the Agreement. The implementation is performed by you with our cooperation and based on our instructions. As a part of the implementation, we may request access to your sources for Incoming Data: if not provided, we can't be held responsible for any shortcomings considering the quality of the Data without prejudice to Art. 10.2.

4.2. Possible modifications of Incoming Data. As the quality of Outgoing Data relies on the quality and condition of the Incoming Data, we reserve the right to automatically detect and correct some of the repeating mistakes of the loaded Incoming Data while providing Roivenu Services as well as adjust their form during implementation periods in order to enable its processing by the Roivenu Services.

4.3. Possible modifications of the Attribution Code and the use of your Data. We reserve the right to modify, update, change, discontinue or terminate the Attribution Code. Your Data may be used for such continuous improvement of our Roivenu Services, especially in connection with the Attribution Code. The Data may also be used for the industry benchmarks or overall statistics. We may not publish or transfer such industry benchmarks or overall statistics unless it is not at any circumstances possible

to determine your identity or identity of your users and such publishing or transferring is in accordance with applicable legal regulations.

4.4. Use of Outgoing Data. You can use the Outgoing Data in any way you want, including providing them to third parties. However, we can't be held liable for unauthorized access, leaks or any other unlawful uses of the Outgoing Data if the Outgoing Data is being exported to a destination outside the Roivenu Platform upon your request. We also can't be held liable for any decisions arising out of or in connection with the Outgoing Data as per Art. 10.2.

4.5. Responsibility for the quality of Data. We can't be held liable for any mistakes, inaccuracies or imperfections of the Data that were not caused by us, especially if these deficiencies are caused by the deficiencies of Incoming Data, lack of cooperation on your side or the fact the Attribution Code was modified by you or upon your instructions.

4.6. Protection and storage of the Data. We maintain appropriate technical and organizational measures to store, protect, archive and back-up your Data. We reserve the right to establish or modify them as well as our practices relating to storage and protection of your Data in connection with the development of best practices.

4.7. Back-ups of Data and provision of the back-ups. Your Data hosted on our servers are being backed-up every day on different locations. In the event of any damage or loss of your Data, we will use commercially reasonable efforts to restore the Data from the current backup. Also, if you send us a written request no later upon the termination, we will provide you with the most recent back-up of your Data while you reimburse us the reasonable expenses incurred in connection with this action.

4.8. Resources for access to the Roivenu Platform. You acknowledge that in order to access Roivenu Platform you may need to install and maintain at your own costs and responsibility the necessary software and hardware.

4.9. Possible modifications of the Roivenu Platform. We reserve the right to modify, update, change, discontinue or terminate the Roivenu Platform or its parts. If such modifications require additional software or hardware resources on your part, we will inform you in sufficient advance.

4.10. Availability of the Roivenu Platform. If the Roivenu Platform is unavailable or interrupted for more than 1 business day or for more than 48 hours in a 1 calendar month period, and such unavailability or interruption is not caused by a third party beyond our control or due to lack of cooperation on your side, you are entitled to receive a pro-rata discount from the Fees for the Roivenu Services upon your request considering the period of the unavailability or interruption, unless Agreement states otherwise.

4.11. Outages of the Roivenu Platform and Attribution Code. We reserve the right to run planned outages of the Roivenu Platform and/or the Attribution Code that are necessary for their maintenance and updating. We will be sending information about the outages to the Authorized Users. Such outages do not count towards the unavailability limit specified in Art. 4.10.

5. Provision of Roivenu Services

5.1. Types of provided Roivenu Services. We provide you with the Roivenu Services specified in the Agreement that can be generally split considering their nature into digital Roivenu Services and other Roivenu Services, including implementations, consultations and training.

5.2. B2B provision of digital Roivenu Services. As our Roivenu services are provided in a B2B relationship only and are acknowledging that by entering the Agreement you are acting within your business activities, please note that no right implied by the Directive (EU) 2019/770 shall apply to the provision of digital Roivenu Services.

5.3. Cooperation and connection to your systems and platforms. You should always provide us with any cooperation and assistance reasonably required. For the provision of Roivenu Services we may require access to your systems for the automatic loading of Incoming Data, including automatic connection to your accounts on the analytical and marketing platforms. You acknowledge that certain Roivenu Services may be temporarily suspended if access is not provided or if automatic connections are not working. If such a situation arises and was not caused by us, we cannot be held liable for defective services, and you will have no claim against us for defective performance.

5.4. Roivenu Services provided for your Customers. In foreseen cases, we can also provide you with Roivenu Services where your Customers are the ultimate beneficiaries. In such cases, the provisions of the Terms, mostly considering Authorized Users, Data and/or Fees should be adjusted accordingly in the Agreement.

5.5. Prohibition on reselling Roivenu Services. Unless we provide Roivenu Services for your Customers and/or we agree accordingly to your situation, you can't resell the provided Roivenu Services and their outcomes, including Outgoing Data, to any third-party subject.

5.6. Roivenu Services provided via other companies in SQED Group. Our Roivenu Services may be provided via another company from the SQED Group. In such cases stipulated by the Agreement, these Terms will apply accordingly considering that Roivenu will be positioned as a subcontractor while providing Roivenu Services.

6. Fees and payments for Roivenu Services

6.1. Fees and their types. The Fees for the provided Roivenu Services are specified in the Agreement and its Annexes. They generally split into 2 parts: consultations & implementations Fees and subscription Fees.

6.2. General pricing. The general pricing for respective Product Plans is stated on the Website. All prices quoted on Website are indicative, non-binding, do not constitute an offer and do not imply an obligation on our part to enter into the Agreement at that price. We reserve the right to change the prices on the Website without prior notice.

6.3. General billing currency and fixed rates. Prices are generally stated in the EUR: however, the currencies may depend on the location from where you are visiting the Website. We also reserve the right to fix the exchange rate of the priced currency and the billing currency to prevent unpredictable fluctuation of the Fees for Roivenu Services due to rate development. Such information will be always included in the issued invoice.

6.4. General payment terms. The payment term for invoices is 14 days from the date of issuance unless Agreement states otherwise.

6.5. Invoicing the Roivenu Services. Payments for Roivenu Services are based on invoices, issued in line with the Czech VAT Act. Invoices for Roivenu Services including the split of the Fees. The Fees

are generally payable in advance according to the agreed billing periods and in the agreed billing currency.

6.6. Delivery of the Invoices. Invoices are sent to you either through Roivenu Platform or to the e-mail address stated in the Agreement. You are obliged to notify us of the herein stated e-mail changes.

6.7. Fees for extra Roivenu Services. The Agreement may provide certain Roivenu Services limits and Fees for exceeding them as well as some extra Roivenu Services provided on top. The Fees for exceeding those limits and on-top Roivenu Services are defined in the Agreement. The invoicing of those Roivenu Services is triggered when such Roivenu Services occurs.

6.8. Reimbursements of incurred costs. We reserve the right to charge you for direct costs incurred in providing our Roivenu Services, such as third-party cloud services and data storage required to perform Roivenu Service obligations. We will always provide you with advance notice of these costs, or at least an estimate, and support them with appropriate documentation, including receipts or invoices.

6.9. Product Plan upgrades. If you wish to use a Product Plan of a higher price, the Fees for the upgraded Product Plan becomes immediately applicable. Upon upgrade, the difference between the original Product Plan price and new Product Plan price shall be invoiced.

6.10. Taxes and commissions. Unless stated otherwise, all Fees on the Website and/or in the Agreement do not include any taxes (i.e. VAT), duties, commissions or other amounts imposed by legislation, or any government authority and the invoiced Fees shall be appropriately increased by them.

6.11. Late and missing payments. You are obliged to pay all the invoices sent within their due dates. If you are late with any payment, we may request, and you are obliged to pay a late payment interest of 0.1% from the invoice total invoice value per each started day of the delay. Then if you are more than 5 days late with any payment, we have the right to suspend / reduce the provision of our Services, including limiting your access to the Roivenu Platform. Finally, if you are more than 1 month late with your payment, we have the right to terminate the Agreement immediately, without prejudice to our right to require you to pay for already invoiced Roivenu Services, including late payment interest.

7. Duration and termination of the Agreement

7.1. Duration of provision. The Agreement is generally for a fixed term as it sets out the Duration of provision during which the Roivenu Services will be provided. If the Duration of provision is not specified, then the Agreement is concluded for indefinite term.

7.2. Auto-renewal. The Agreement is auto-renewing upon its expiration for the same Duration of provision as stated in the Agreement unless you notify us in writing at least 1 month before the expiration that you wish not to continue. If so, the Agreement is terminated upon its expiration.

7.3. Mutual termination of the Agreement. As the contracting parties we can always agree that we will terminate our Agreement. If so, we will need to conclude and signoff the amendment of the Agreement as the Agreement can be adjusted only by such amendments.

7.4. Termination of the Agreement from our side. If a breach of the Agreement occurs from your side, we will firstly send you notify you of such breach in written. If you do not provide a remedy for such breach within 10 days after the receipt of the notification, then we can terminate our Agreement without any notice period. However, we have the right to terminate our Agreement right away without any notice period if you are in significant breach of our Agreement. Such can occur especially in the situations where you are conducting any prohibited activity in connection with the User Account (Section 3), you are significantly late with the payment for our Roivenu Services (Section 6), if you are violating our Intellectual Property (Section 8) or as foreseen by the Data Processing Agreement (Annex 1). We may also terminate the Agreement if you declared bankruptcy, or you are in insolvency.

7.5. Termination of the Agreement from your side. During the Duration of provision, you can unilaterally terminate the Agreement only if material breach of the Agreement occurred from our side and you notified us about the breach without undue delay already with the request to exercise this right. You have the burden of proving that the breach was material – generally, a breach is material if we knew or should have known about it when we entered into the Agreement, which you would not otherwise have entered into. Any other breach, including the unavailability of the Roivenu Platform Service, may be deemed to be only immaterial breaches, entitling you to seek only a pro rata discount from the Fees for the Roivenu Service or remedy the breach.

7.6. Continuation of rights after termination. The provisions of the Agreement which in nature are to survive the termination of the Agreement, such as Confidential Information protection or Marketing Support cooperation shall remain in full force and effect even after the termination of the Agreement.

8. Intellectual Property provisions

8.1. License to the Data. If you consider the Data as your intellectual property, you grant us a non-exclusive, territorially and temporally unlimited and free-of-charge license to such provided Data. You also consent to its use and possible modification from our side in order to provide the requested Roivenu Services.

8.2. License connected to the Roivenu Platform. As most of our Roivenu Services are provided through the SaaS Roivenu Platform, no rights or licenses to the Roivenu Platform other than the right to use it is being transferred to or provided to you. Also, if we modify Roivenu Platform based on your Data or your other Intellectual Property, we may freely use such modified Roivenu Platform without any rights or claims arising on your side. If the applicable legal regulation requires license for such action, then you grant us with a non-exclusive, territorially and temporally unlimited and free-of-charge license and consent to the use, modification and incorporation of your Intellectual Property into the Roivenu Platform.

8.3. License to the Attribution Code. We grant you a non-exclusive and territorially unlimited license and consent to use the Attribution Code for the purpose of using the Roivenu Services by the Client, solely for the Duration of provision.

9. Personal Data Processing and Data Processing Agreement

9.1. Privacy Policy. We may process some personal data. Details on how we are doing are described in the Privacy Policy, available on our Website.

9.2. Data Processing Agreement. As we may process personal data on your behalf, an integral part of the Agreement and Annex No. 1 the Terms is the Data Processing Agreement, concluded between us within the meaning of Art. 28 et seq. of GDPR.

10. WARRANTIES & DISCLAIMERS & DEFECTIVE PERFORMANCE RIGHTS

10.1. Warranty of functionality of digital Roivenu Services. If the Roivenu Services are provided in digital manner, they shall be provided materially in accordance with their description as per the Agreement with due skill and care. The Roivenu Services are provided “AS-IS” and “AS AVAILABLE” without warranties of any kind, either express or implied. To the maximum extent permitted by applicable law, we disclaim all implied warranties, including warranties of merchantability, fitness for a particular purpose and non-infringement. If not stipulated in the Agreement, we do not warrant that the Roivenu Services will be uninterrupted, error-free or secure, or that they will meet your requirements. We have no warranty or liability for defects in the Roivenu Services which were already existent at the Start Date, and we are not accountable for such defects. We have no warranty and liability for nonperformance or defects of the Roivenu Services if you are using the free-of-charge Product Plan.

10.2. WARRANTY ON YOUR DECISIONS BASED ON ROIVENU SERVICES. WE HAVE NO WARRANTY AND LIABILITY FOR ANY CLAIMS, LOSSES, OR DAMAGE CAUSED BY ERRORS OR OMISSIONS IN ANY INFORMATION IN CONNECTION WITH THE PROVISION OF ROIVENU SERVICES, NO MATTER IF FOR YOU AS OUR CLIENT OR FOR YOUR CUSTOMERS. WE HAVE NO WARRANTY AND LIABILITY FOR ANY DAMAGES ON YOUR SIDE ARISING OUT OF OR IN CONNECTION WITH THE USE OF THE ROIVENU SERVICE OR IN CONNECTION WITH THE DECISIONS MADE BY YOU AND/OR YOUR CUSTOMERS BASED ON THE DATA FROM THE ROIVENU SERVICES.

10.3. Your rights from our immaterial breach of the Agreement. If, in the light of the abovementioned warranties and disclaimers, we should breach our Agreement in an immaterial way, you have the rights in accordance with the Czech Civil Code to primarily request remedy of the breach or secondary, if such breach proves to be beyond repair or we notify you that we will not remedy the breach, to receive a proportionate, pro-rata discount on the Fees you paid for the respective Roivenu Service that is in breach of the Agreement. You need to notify us about such breach without undue delay after notification of the breach, already with the request to exercise your right from the immaterial breach. This is without prejudice to Art. 4.10.

10.4. No waiver of our rights. No failure or delay in exercising any our right under this Agreement shall constitute a waiver of that right.

10.5. Assumption of the changed circumstances. Both we and you are assuming the risk of a change in circumstances in accordance with Section 1765(1) of the Czech Civil Code, which means that neither of us may exercise the right to require the other party to renegotiate the Agreement as a result of a material change in circumstances, even if it is proven that the material change in circumstances was not reasonably foreseeable or within our control and that the change occurred after the Agreement was entered into or came to the attention of the affected party after the Agreement was entered into.

10.6. Force Majeure. Neither of us shall be liable for any delay in performance or non-performance of its obligations under the Agreement or for damage or penalties otherwise valid, if the delay or non-performance resulted from an event of force majeure. Force majeure can be in our case especially

electricity shortages, major cyber-attacks on infrastructure connected to provision of Roivenu Services and/or major changes in the legislation valid at the Start Date, however, these are without limitation strong storms, floods and other natural disasters, traffic delay, vandalism, terrorism, sabotage or riots.

11. Confidential Information

11.1. Obligation of Confidentiality. By virtue of the Agreement, we may have access to each other's Confidential Information. During the Duration of provision and for a period of 3 years after termination of the Agreement, neither of us shall make the other's Confidential Information available to any third party or use the other's Confidential Information for any purposes other than exercising its rights and performing its obligations under this Agreement. We both shall take all reasonable steps to ensure that the other's Confidential Information is not disclosed or distributed in violation of this Agreement, but in no event will either party use less effort to protect the Confidential Information of the other party than it uses to protect its own Confidential Information of like importance. Confidential Information may be disclosed as required by any governmental agency if such obligation ensues from the relevant law, provided that before disclosing such information the disclosing party provides the non-disclosing party with an advance notice.

11.2. Our Confidential Information. That includes, without limitation, all the commercial and technical information relating to the Roivenu Services, Roivenu Platform and the Measure Code, methods, processes and know-how relating to the Roivenu Services, and any software used in relation to the Roivenu Services, whether in source or executable code, documentation, non-public financial information, pricing other than pricing publicly disclosed on the Provider's website, business plans, techniques, methods, processes, and the results of any performance tests of the Roivenu Services.

11.3. Your Confidential Information. That includes, without limitation, the details of the User Accounts and the Incoming Data.

11.4. Exclusion from Confidential Information. Confidential Information shall not include information that is or becomes publicly known through no act or omission of the receiving party, either it is us or you, or was in the receiving party's lawful possession prior to the disclosure or is independently developed by the receiving party and such independent development can be supported by written evidence.

12. Changes & amendments of the Agreement

12.1. Amendments, inconsistencies, application precedence, severability. The Agreement may be amended only by a written agreement, signed off both by you and Roivenu with the exception of our right to unilaterally modify the Terms as per Art. 12.2. of these Terms. If there is any inconsistency between the Agreement and these Terms, the Agreement shall prevail to the intended extent. That also applies if the Agreement contains specific deviations from these Terms and the numbering of the Terms is changed – in such case, the deviation shall apply to the provision that is closest in content to the original provision from which the deviation was taken. Finally, if any provision of the Agreement is or is founded as invalid or unenforceable, this provision will be replaced by a valid and enforceable provision designed to give effect to the maximum extent permissible of the original intent while other provisions shall remain in effect.

12.2. Our right to unilaterally modify the Terms. We reserve the right to unilaterally modify the Agreement by modifying these Terms. In such case, we will display the modified text of the Terms on our Website and also send you a notification to the e-mail address stated in the Agreement, announcing this change with the link to the modified Terms. The modification of the Terms and thus modification of the Agreement becomes effective on the 15th day after the notification was sent unless a longer period is stated in the modified Terms. If you do not agree with the modification, you can refuse it via written clear affirmative action, including replying to the notification delivered to us before the modified Terms becomes effective. If you do that, the Agreement will last for its remaining Duration Period with the original Terms and will be terminated upon its expiration.

13. Other & miscellaneous provisions

13.1. Governing law. The Agreement and any relationship arising from it shall be governed by the laws of the Czech Republic.

13.2. Disputes. We both agree that we will try to resolve all our disputes as amicably as possible and by agreement of both parties. In those cases where we are unfortunately unable to do so, no matter if regarding our relationship, rights and obligations arising from the Agreement or the performance of the Agreement, such disputes shall be resolved by competent courts of the Czech Republic with respective jurisdiction.

13.3. Electronic & distant communication. We are communicating remotely via email, Roivenu platform or other videoconference tools. The Agreement is usually also concluded via electronical means. Also, wherever in these Terms we mention that you or we need to notify each other in writing, the electronic form is fully sufficient.

13.4. Feedback. You can always reach us with any feedback, including comments and suggestions for improvements relating to the provided Roivenu Services. You can do this via e-mail, the Roivenu Platform or any other way that suits you.

13.5. Marketing Support. For the Duration of Provision and for 3 years after the termination of the Agreement, you grant us, free of any charge, the right to publish your corporate name, brand and logo on Website and/or our other presentations and marketing materials, together with the information that you are/was our Client. If we agree to this, you may participate in Client case studies organized by us.

13.6. Effective Date. These Terms are in effect from the date mentioned in their header. From that date, they are also replacing the previous version of these Terms, if not agreed otherwise with the respective Client.

13.7. Annex. The Data Processing Agreement is an integral part of the Agreement and forms Annex No. 1 to the Agreement. The Data Processing Agreement is available [here](#).

If you made it here, thank you for reading these Terms properly! If anything occurs, do not hesitate to contact us on hello@roivenu.com.

