

Terms of use

Last Updated: 21 April 2022

PLEASE READ THIS TERMS OF USE AGREEMENT (THE “TERMS”). CAREFULLY. THE TERMS ARE ENTERED INTO BETWEEN YOU, AN END USER OF THE FINKOPER SERVICES (AS DEFINED BELOW) (EACH SUCH END USER, A “USER”), AND ALFA SOLUTION SPOL. S.R.O. (“FINKOPER”). BY COMPLETING THE REGISTRATION PROCESS FOR, OR OTHERWISE ACCESSING OR USING, THE SOFTWARE SERVICES MADE AVAILABLE BY FINKOPER IN ANY WAY, (THE “SERVICES”) AND/OR DOWNLOADING FINKOPER APPLICATION (THE “APPLICATION”), YOU REPRESENT THAT (1) YOU HAVE READ, UNDERSTAND, AND AGREE TO BE BOUND BY THE TERMS, (2) YOU ARE OF LEGAL AGE TO FORM A BINDING CONTRACT WITH FINKOPER, AND (3) YOU HAVE THE AUTHORITY TO ENTER INTO THE TERMS PERSONALLY OR ON BEHALF OF THE COMPANY YOU HAVE NAMED AS THE USER, AND TO BIND THAT COMPANY TO THE TERMS. THE TERM “YOU” REFERS TO THE INDIVIDUAL OR LEGAL ENTITY, AS APPLICABLE, IDENTIFIED AS THE USER WHEN YOU REGISTER FOR THE SERVICES. IF YOU DO NOT AGREE TO BE BOUND BY THE TERMS OF USE, YOU MAY NOT ACCESS OR USE THE SERVICES. THE TERMS INCLUDE A CLASS ACTION WAIVER AND A WAIVER OF JURY TRIALS, AND REQUIRE BINDING ARBITRATION ON AN INDIVIDUAL BASIS TO RESOLVE DISPUTES. THE TERMS LIMIT THE REMEDIES THAT MAY BE AVAILABLE TO YOU IN THE EVENT OF A DISPUTE.

PLEASE NOTE: The Terms are subject to change by FINKOPER, in its sole discretion, at any time. When changes are made, FINKOPER will make a new copy of the Terms available within the Application and through the Services. We will also update the “Last Updated” date at the top of the published Terms within the Application. If we make any material changes, and you have registered with us to create an Account (as defined in Section 2.1 below), we will also send an e-mail to you at the last e-mail address you provided to us pursuant to the Terms. Any changes to the Terms will be effective immediately. FINKOPER may require you to provide consent to the updated Terms in a specified manner before further use of the Application and/ or the Services is permitted. If you do not agree to any change(s) after receiving a notice of such change(s), you shall stop using the Application and/or the Services. Otherwise, your continued use of the Application and/or Services constitutes your acceptance of such change(s). PLEASE REGULARLY CHECK TO VIEW THE THEN-CURRENT TERMS.

Use of the Services and FINKOPER

The Application, the Software (as defined below), the Services, and the information and content available in the Application and the Services (as these terms are defined herein) (collectively, the “FINKOPER ”) are protected by copyright laws throughout the world. Subject to the Terms, FINKOPER grants you a limited license to reproduce portions of FINKOPER for the sole purpose of using the Services for your internal business purposes. Unless otherwise specified by FINKOPER in a separate license, your right to use any FINKOPER is subject to the Terms.

- 1. Application License.** Subject to your compliance with the Terms, FINKOPER grants you a limited non-exclusive, non-transferable, non-sublicensable, revocable license to download, install, and use a copy of the Application on a computer that you own or control, and to run such copy of the Application solely for your own internal business purposes
- 2. FINKOPER Software.** Use of any software and associated documentation other than the Application, if any, that is made available for download via the Services (“Software”) is governed by these Terms. Subject to your compliance with the Terms, FINKOPER grants you a non-assignable, non-transferable, non-sublicensable, revocable non-exclusive license to use the Software for the sole purpose of enabling you to use the Services in the manner permitted by the Terms. Some Software may be offered under an open source license that we will make available to you. There may be provisions in the open source license that expressly override some of these terms. For the avoidance of doubt, at no time will FINKOPER provide you with any tangible copy of the Software. FINKOPER shall deliver access to the Software via electronic transfer or download and shall not use or deliver any tangible media in connection with the (a) delivery, installation, updating or problem resolution of any Software (including any new releases); or (b) delivery, correction or updating of documentation. For the purposes of this section tangible media shall include, but not be limited to, any tape disk, compact disk, card, flash drive, or any other comparable physical medium.
- 3. Updates.** You understand that FINKOPER are evolving. As a result, FINKOPER may require you to accept updates to FINKOPER . You acknowledge and agree that FINKOPER may update FINKOPER with or without notifying you. You may need to update third-party software from time to time in order to use FINKOPER .
- 4. Certain Restrictions.** The rights granted to you in the Terms are subject to the following restrictions: (a) you shall not license, sell, rent, lease, transfer, assign, reproduce, distribute, host or otherwise commercially exploit (other than for your own internal use) FINKOPER or any portion of FINKOPER , (b) you shall not frame or utilize framing techniques to enclose any trademark, logo, or other FINKOPER (including images, text, page layout or form) of FINKOPER; (c) you shall not use any metatags or other “hidden text” using FINKOPER's name or trademarks; (d) you shall not modify, translate, adapt, merge, make derivative works of, disassemble, decompile, reverse compile or reverse engineer any part of FINKOPER except to the extent the foregoing restrictions are expressly prohibited by applicable law; (e) you shall not use any manual or automated software, devices or other processes (including but not limited to spiders, robots, scrapers, crawlers, avatars, data mining tools or the like) to “scrape” or download data from any web pages contained in the FINKOPER ; (f) you shall not access FINKOPER in order to build a similar or competitive website, application or service; (g) except as expressly stated herein, no part of FINKOPER may be copied, reproduced, distributed, republished, downloaded, displayed, posted or transmitted in any form or by any means; and (h) you shall not remove or destroy any copyright notices or other proprietary markings contained on or in FINKOPER . Any future release, update or other addition to FINKOPER shall be subject to the Terms. FINKOPER, its suppliers and service providers

reserve all rights not granted in the Terms. Any unauthorized use of FINKOPER terminates the licenses granted by FINKOPER pursuant to the Terms.

5. **Third-Party Materials.** As a part of FINKOPER , you may have access to materials that are hosted by another party. You agree that it is impossible for FINKOPER to monitor such materials and that you access these materials at your own risk.

Registration

1. **Registering Your Account.** In order to access certain features of FINKOPER you may be required to become a Registered User. For purposes of the Terms, a “Registered User” is a User who has registered an account through the Services or through the Application (“Account”).
2. **Registration Data.** In registering for the Services, you agree to (1) provide true, accurate, current and complete information about yourself as prompted by the Services’ registration form (the “Registration Data”); and (2) maintain and promptly update the Registration Data to keep it true, accurate, current and complete. You represent that you are (1) at least thirteen (13) years old; (2) of legal age to form a binding contract; and (3) not a person barred from using FINKOPER under the laws of the United States, your place of residence or any other applicable jurisdiction. You are responsible for all activities that occur under your Account. You may not share your Account or password with anyone, and you agree to (1) notify FINKOPER immediately of any unauthorized use of your password or any other breach of security; and (2) exit from your Account at the end of each session. If you provide any information that is untrue, inaccurate, not current or incomplete, or FINKOPER has reasonable grounds to suspect that such information is untrue, inaccurate, not current or incomplete, FINKOPER has the right to suspend or terminate your Account and refuse any and all current or future use of FINKOPER (or any portion thereof). You agree not to create an Account using a false identity or information, or on behalf of someone other than yourself. You agree that you shall not have more than one Account at any given time. FINKOPER reserves the right to remove or reclaim any usernames at any time and for any reason, including but not limited to, claims by a third party that a username violates the third party’s rights. You agree not to create an Account or use FINKOPER if you have been previously removed by FINKOPER, or if you have been previously banned from any of FINKOPER .
3. **Your Account.** Notwithstanding anything to the contrary herein, you acknowledge and agree that you shall have no ownership or other property interest in your Account, and you further acknowledge and agree that all rights in and to your Account are and shall forever be owned by and inure to the benefit of FINKOPER.
4. **Necessary Equipment and Software.** You must provide all equipment and software necessary to connect to FINKOPER , including but not limited to, a mobile device that is suitable to connect with and use FINKOPER , in cases where the Services offer a mobile component. You are solely responsible for any fees, including Internet connection or mobile fees, that you incur when accessing FINKOPER .

Responsibility for Content

- 1. Types of Content.** You acknowledge that all information, data, text, software, sound, images, video, messages, tags and/or other materials accessible through FINKOPER (“Content”) is the sole responsibility of the party from whom such Content originated. This means that you, and not FINKOPER, are entirely responsible for all Content that you upload, post, e-mail, transmit or otherwise make available (“Make Available”) through FINKOPER (“Your Content”), and that you and other Users of FINKOPER, and not FINKOPER, are similarly responsible for all Content they Make Available through FINKOPER (“User Content”). Your Content may include, but is not limited to, emails that you upload and action, tasks that you create and other materials such as text and files. The Services allow you to share Your Content with other Users of the Services that you designate and authorize.
- 2. No Obligation to Pre-Screen Content.** You acknowledge that FINKOPER has no obligation to pre-screen Content (including, but not limited to, User Content), although FINKOPER reserves the right in its sole discretion to pre-screen, refuse or remove any Content. By entering into the Terms, you hereby provide your irrevocable consent to such monitoring. You acknowledge and agree that you have no expectation of privacy concerning the transmission of Your Content, including without limitation chat, text, or voice communications. In the event that FINKOPER pre-screens, refuses or removes any Content, you acknowledge that FINKOPER will do so for FINKOPER benefit, not yours. Without limiting the foregoing, FINKOPER shall have the right to remove any Content that violates the Terms or is otherwise objectionable.
- 3. Storage.** Unless expressly agreed to by FINKOPER in writing elsewhere, FINKOPER has no obligation to store any of Your Content that you Make Available on FINKOPER. FINKOPER has no responsibility or liability for the deletion or accuracy of any Content, including Your Content; the failure to store, transmit or receive transmission of Content; or the security, privacy, storage, or transmission of Your Content or of other communications originating with or involving use of FINKOPER. Certain Services may enable you to specify the level at which such Services restrict access to Your Content. You are solely responsible for applying the appropriate level of access to Your Content. If you do not choose, the system may default to its most permissive setting. You agree that FINKOPER retains the right to create reasonable limits on FINKOPER use and storage of the Content, including Your Content, such as limits on file size, storage space, processing capacity, and similar limits described in the web pages accompanying the Services and as otherwise determined by FINKOPER in its sole discretion.

Ownership

- 1. FINKOPER.** You agree that FINKOPER and its suppliers own all rights, title, and interest in FINKOPER (including but not limited to, copyrights, patents, trademarks, trade secrets,

methods of operation, moral rights, and documentation). You will not remove, alter, or obscure any copyright, trademark, service mark or other proprietary rights notices incorporated in or accompanying the FINKOPER .

2. **Other Content.** Except with respect to Your Content, you agree that you have no right or title in or to any Content that appears on or in FINKOPER .
3. **Your Content.** FINKOPER does not claim ownership of Your Content. However, when you, as a User, post or publish Your Content on or in FINKOPER , you represent that you own and/or have a royalty-free, perpetual, irrevocable, worldwide, non-exclusive right (including any moral rights) and license to use, license, reproduce, modify, adapt, publish, translate, create derivative works from, distribute, derive revenue, or other remuneration from, and communicate to the public, perform and display Your Content (in whole or in part) worldwide and/or to incorporate it in other works in any form, media or technology now known or later developed, for the full term of any worldwide intellectual property right that may exist in Your Content.
4. **License to Your Content.** Subject to any applicable account settings that you select, you grant FINKOPER a fully paid, royalty-free, perpetual, irrevocable, worldwide, royalty-free, non-exclusive and fully sublicensable right (including any moral rights) and license to use, license, distribute, reproduce, modify, adapt, publicly perform, and publicly display, Your Content (in whole or in part) for the purposes of (i) operating and providing FINKOPER to you; and (ii) analyzing and improving the operation of the FINKOPER . You warrant that the holder of any worldwide intellectual property right, including moral rights, in Your Content, has completely and effectively waived all such rights and validly and irrevocably granted to you the right to grant the license stated above. You agree that you, not FINKOPER, are responsible for all of Your Content that you Make Available on or in FINKOPER.
5. **Feedback.** You agree that submission of any ideas, suggestions, documents, and/or proposals to FINKOPER through its suggestion, feedback, wiki, forum or similar pages (“Feedback”) is at your own risk and that FINKOPER has no obligations (including without limitation obligations of confidentiality) with respect to such Feedback. You represent and warrant that you have all rights necessary to submit the Feedback. You hereby grant to FINKOPER a fully paid, royalty-free, perpetual, irrevocable, worldwide, non-exclusive, and fully sublicensable right and license to use, reproduce, perform, display, distribute, adapt, modify, re-format, create derivative works of, and otherwise commercially or non-commercially exploit in any manner, any and all Feedback, and to sublicense the foregoing rights, in connection with the operation and maintenance of FINKOPER.

User Conduct

1. **Acceptable Use Policy.** You represent and warrant that you will comply in all respects with FINKOPER Acceptable Use Policy.

2. **General Conduct.** Without limiting any term or condition set forth under our Acceptable Use Policy, as a condition of use, you agree that you will not, under any circumstances:
 0. Reproduce, duplicate, copy, sell, trade, resell or exploit for any commercial purpose any portion of FINKOPER (including your Account), or access to or use of FINKOPER ;
 1. Interfere or attempt to interfere with the proper functioning of FINKOPER or connect to or use FINKOPER in any way not expressly permitted by the Terms;
 2. Use, display, mirror or frame FINKOPER , or any individual element within FINKOPER , FINKOPER's name, any FINKOPER trademark, logo or other proprietary information, without FINKOPER's express written consent;
 3. Reverse engineer, decompile, disassemble, decipher or otherwise attempt to derive the source code for any underlying software or other intellectual property used to provide FINKOPER , or to obtain any information from FINKOPER ; or
 4. Intentionally or unintentionally violate any applicable local, state, national or international law or regulation, or any order of a court.

Investigations

FINKOPER may, but is not obligated to, monitor or review FINKOPER and Content at any time. Without limiting the foregoing, FINKOPER shall have the right, in its sole discretion, to remove any of Your Content for any reason (or no reason), including if such Content violates the Terms or any applicable law. Although FINKOPER does not generally monitor user activity occurring in connection with FINKOPER or Content, if FINKOPER becomes aware of any possible violations by you of any provision of the Terms, FINKOPER reserves the right to investigate such violations, and FINKOPER may, at its sole discretion, immediately terminate your license to use FINKOPER , or change, alter or remove Your Content, in whole or in part, without prior notice to you.

Interactions with Other Users

1. **User Responsibility.** You are solely responsible for your interactions with other Users of the Services and any other parties with whom you choose to interact through the Services; provided, however, that FINKOPER reserves the right, but has no obligation, to intercede in such disputes. You agree that FINKOPER will not be responsible for any liability incurred as the result of such interactions.
2. **Content Provided by Other Users.** FINKOPER may contain User Content provided by other Users. FINKOPER is not responsible for and does not control User Content. FINKOPER has no obligation to review or monitor, and does not approve, endorse or make any representations or warranties with respect to User Content. You use all User Content and interact with other Users at your own risk.

Third-Party Websites, Applications & Ads

FINKOPER may contain links to third-party websites (“Third-Party Websites”) and applications (“Third-Party Applications”). When you click on a link to a Third-Party Website or Third-Party Application, we will not warn you that you have left FINKOPER and are subject to the terms and conditions (including privacy policies) of another website or destination. Such Third-Party Websites and Third-Party Applications are not under the control of FINKOPER. FINKOPER is not responsible for any Third-Party Websites or Third-Party Applications. FINKOPER provides these Third-Party Websites and Third-Party Applications only as a convenience and does not review, approve, monitor, endorse, warrant, or make any representations with respect to Third-Party Websites or Third-Party Applications, or their products or services. You use all links in Third-Party Websites and Third-Party Applications at your own risk. When you leave our Website, our Terms and policies no longer govern. You should review applicable terms and policies, including privacy and data gathering practices, of any Third-Party Websites or Third-Party Applications, and should make whatever investigation you feel necessary or appropriate before proceeding with any transaction with any third party.

Fees and Purchase Terms

- 1. General Purpose of Terms: Sale of Service, not Software. The purpose of the Terms is for you to secure access to the Services. All fees set forth within and paid by you under the Terms shall be considered solely in furtherance of this purpose. In no way are these fees paid considered payment for the sale, license, or use of FINKOPER Software, and, furthermore, any use of FINKOPER Software by you in furtherance of the Terms will be considered merely in support of the purpose of the Terms.**
- 2. Payment. You agree to pay all subscription fees or charges to your Account in accordance with the fees, charges and billing terms in effect at the time a fee or charge is due and payable (each, a “Service Subscription Fee”). You must provide FINKOPER with a valid credit card (Visa, MasterCard, or any other issuer accepted by us) or PayPal account (“Payment Provider”), or purchase order information as a condition to signing up for the Services. Your Payment Provider agreement governs your use of the designated credit card or PayPal account, and you must refer to that agreement and not the Terms to determine your rights and liabilities. By providing FINKOPER with your credit card number or PayPal account and associated payment information, you agree that FINKOPER is authorized to immediately invoice your Account for all fees and charges due and payable to FINKOPER hereunder and that no additional notice or consent is required. You agree to immediately notify FINKOPER of any change in your billing address or the credit card or PayPal account used for payment hereunder. FINKOPER reserves the right at any time to change its prices and billing methods, either immediately upon posting on FINKOPER or by e-mail delivery to you.**
- 3. Taxes. FINKOPER's fees are net of any applicable Sales Tax. If any Services, or payments for any Services, under the Terms are subject to Sales Tax in any jurisdiction and you have not remitted the applicable Sales Tax to FINKOPER, you will be responsible for the**

payment of such Sales Tax and any related penalties or interest to the relevant tax authority, and you will indemnify FINKOPER for any liability or expense we may incur in connection with such Sales Taxes. Upon our request, you will provide us with official receipts issued by the appropriate taxing authority, or other such evidence that you have paid all applicable taxes. For purposes of this section, "Sales Tax" shall mean any sales or use tax, and any other tax measured by sales proceeds, that FINKOPER is permitted to pass to its customers, that is the functional equivalent of a sales tax where the applicable taxing jurisdiction does not otherwise impose a sales or use tax.

4. **Withholding Taxes.** You agree to make all payments of fees to FINKOPER free and clear of, and without reduction for, any withholding taxes. Any such taxes imposed on payments of fees to FINKOPER will be your sole responsibility, and you will provide FINKOPER with official receipts issued by the appropriate taxing authority, or such other evidence as we may reasonably request, to establish that such taxes have been paid.
5. **Subscription to the Services.** Your subscription will continue indefinitely until terminated in accordance with the Terms. If you want to change or terminate your subscription, please log in and go to the "Change/Cancel Membership" page on your "Account Settings" page or email info@FINKOPER.com. If you cancel your subscription, you may use your subscription until the end of your then-current subscription term; your subscription will not be renewed after your then-current term expires. However, you will not be eligible for a prorated refund of any portion of the subscription fee paid for the then-current subscription period. By subscribing, you authorize FINKOPER to charge your Payment Provider for your applicable Service Subscription Fee now, and again at the beginning of the each subsequent subscription period.

Upon renewal of your subscription, if FINKOPER does not receive payment from your Payment Provider, (i) you agree to pay all amounts due on your Account upon demand, and/or (ii) you agree that FINKOPER may either terminate or suspend your subscription and continue to attempt to charge your Payment Provider until payment is received (upon receipt of payment, your Account will be activated and your new subscription commitment period will begin as of the day payment was received).

6. **Free Trials and Other Promotions.** Any free trial or other promotion that provides Registered User level access to the Services must be used within the specified time of the trial. At the end of the trial period, your use of that Service will expire and any further use of the Service is prohibited unless you pay the applicable subscription fee. If you are inadvertently charged for a subscription, please contact FINKOPER to have the charges reversed.

Application Discontinuance

In the event FINKOPER Inc. ceases operations, customers will be advised if the FINKOPER platform will become unavailable. If the FINKOPER platform is to become unavailable, customers will be advised of the date access will cease. Customers will be able to request their data. If requested all customer data will be provided.

Disclaimer of Warranties

1. **AS IS. YOU EXPRESSLY UNDERSTAND AND AGREE THAT TO THE EXTENT PERMITTED BY APPLICABLE LAW, YOUR USE OF FINKOPER IS AT YOUR SOLE RISK, AND FINKOPER ARE PROVIDED ON AN “AS IS” AND “AS AVAILABLE” BASIS, WITH ALL FAULTS. FINKOPER PARTIES EXPRESSLY DISCLAIM ALL WARRANTIES, REPRESENTATIONS, AND CONDITIONS OF ANY KIND, WHETHER EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OR CONDITIONS OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NON-INFRINGEMENT.**
2. **NO LIABILITY FOR CONDUCT OF THIRD PARTIES. YOU ACKNOWLEDGE AND AGREE THAT FINKOPER PARTIES ARE NOT LIABLE, AND YOU AGREE NOT TO SEEK TO HOLD FINKOPER PARTIES LIABLE, FOR THE CONDUCT OF THIRD PARTIES, INCLUDING OPERATORS OF EXTERNAL SITES, AND THAT THE RISK OF INJURY FROM SUCH THIRD PARTIES RESTS ENTIRELY WITH YOU.**
 0. **FINKOPER PARTIES MAKE NO WARRANTY, REPRESENTATION OR CONDITION THAT: (1) FINKOPER WILL MEET YOUR REQUIREMENTS; (2) YOUR USE OF FINKOPER WILL BE UNINTERRUPTED, TIMELY, SECURE OR ERROR-FREE; (3) THE RESULTS THAT MAY BE OBTAINED FROM USE OF FINKOPER WILL BE ACCURATE OR RELIABLE; OR (4) ANY ERRORS IN FINKOPER WILL BE CORRECTED.**
 1. **ANY CONTENT DOWNLOADED FROM OR OTHERWISE ACCESSED THROUGH FINKOPER IS ACCESSED AT YOUR OWN RISK, AND YOU SHALL BE SOLELY RESPONSIBLE FOR ANY DAMAGE TO YOUR PROPERTY OR PERSON, INCLUDING, BUT NOT LIMITED TO, YOUR COMPUTER SYSTEM AND ANY DEVICE YOU USE TO ACCESS FINKOPER , OR ANY OTHER LOSS THAT RESULTS FROM ACCESSING SUCH CONTENT.**
 2. **THE SERVICES MAY BE SUBJECT TO DELAYS, CANCELLATIONS AND OTHER DISRUPTIONS. FINKOPER MAKES NO WARRANTY, REPRESENTATION OR CONDITION WITH RESPECT TO SERVICES, INCLUDING BUT NOT LIMITED TO, THE QUALITY, EFFECTIVENESS, REPUTATION AND OTHER CHARACTERISTICS OF SERVICES**
 3. **From time to time, FINKOPER may offer new “beta” features or tools with which its users may experiment. Such features or tools are offered solely for experimental purposes and without any warranty of any kind, and may be modified or discontinued at FINKOPER's sole discretion. The provisions of this section apply with full force to such features or tools.**
3. **NO LIABILITY FOR CONDUCT OF OTHER USERS. YOU ARE SOLELY RESPONSIBLE FOR ALL OF YOUR COMMUNICATIONS AND INTERACTIONS WITH OTHER USERS OF FINKOPER .**

Limitation of Liability

- 1. DISCLAIMER OF CERTAIN DAMAGES. YOU UNDERSTAND AND AGREE THAT IN NO EVENT SHALL FINKOPER PARTIES BE LIABLE FOR ANY LOSS OF PROFITS, REVENUE OR DATA, INDIRECT, INCIDENTAL, SPECIAL, EXEMPLARY, OR CONSEQUENTIAL DAMAGES ARISING OUT OF OR IN CONNECTION WITH FINKOPER , OR DAMAGES OR COSTS DUE TO LOSS OF PRODUCTION OR USE, BUSINESS INTERRUPTION, PROCUREMENT OF SUBSTITUTE GOODS OR SERVICES, OR PERSONAL OR PROPERTY DAMAGE OR EMOTIONAL DISTRESS, WHETHER OR NOT THE FINKOPER PARTIES HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, ARISING OUT OF OR IN CONNECTION WITH THE TERMS, OR FROM ANY COMMUNICATIONS OR INTERACTIONS WITH OTHER USERS OF FINKOPER , ON ANY THEORY OF LIABILITY, INCLUDING ANY SUCH DAMAGES RESULTING FROM: (1) THE USE OR INABILITY TO USE FINKOPER ; (2) THE COST OF PROCUREMENT OF SUBSTITUTE GOODS OR SERVICES RESULTING FROM ANY GOODS, DATA, INFORMATION OR SERVICES PURCHASED OR OBTAINED OR MESSAGES RECEIVED FOR TRANSACTIONS ENTERED INTO THROUGH FINKOPER ; (3) UNAUTHORIZED ACCESS TO OR ALTERATION OF YOUR CONTENT, YOUR TRANSMISSIONS OR DATA; (4) STATEMENTS OR CONDUCT OF ANY THIRD PARTY ON FINKOPER ; OR (5) ANY OTHER MATTER RELATED TO FINKOPER , WHETHER BASED ON WARRANTY, COPYRIGHT, CONTRACT, TORT (INCLUDING NEGLIGENCE), PRODUCT LIABILITY OR ANY OTHER LEGAL THEORY.**
- 2. CAP ON LIABILITY. UNDER NO CIRCUMSTANCES WILL FINKOPER PARTIES BE LIABLE TO YOU FOR MORE THAN THE AMOUNT RECEIVED BY FINKOPER AS A RESULT OF YOUR USE OF FINKOPER IN THE SUBSCRIPTION PERIOD DURING WHICH YOU FIRST ASSERT A CLAIM. IF YOU HAVE NOT PAID FINKOPER ANY AMOUNTS IN THE SUBSCRIPTION PERIOD DURING WHICH YOU FIRST ASSERT ANY SUCH CLAIM, FINKOPER'S SOLE AND EXCLUSIVE LIABILITY SHALL BE LIMITED TO FIFTY DOLLARS (\$50).**
- 3. USER CONTENT. FINKOPER PARTIES ASSUME NO RESPONSIBILITY FOR THE TIMELINESS, DELETION, MIS-DELIVERY OR FAILURE TO STORE ANY CONTENT (INCLUDING, BUT NOT LIMITED TO, YOUR CONTENT AND USER CONTENT), USER COMMUNICATIONS OR PERSONALIZATION SETTINGS.**
- 4. BASIS OF THE BARGAIN. THE LIMITATIONS OF DAMAGES SET FORTH ABOVE ARE FUNDAMENTAL ELEMENTS OF THE BASIS OF THE BARGAIN BETWEEN FINKOPER AND YOU.**

Procedure for Making Claims of Copyright Infringement

It is FINKOPER's policy to terminate membership privileges of any User who repeatedly infringes copyright upon prompt notification to FINKOPER by the copyright owner or the copyright owner's legal agent. Without limiting the foregoing, if you believe that your work has been copied and posted on FINKOPER in a way that constitutes copyright infringement, please provide our Copyright Agent with the following information: (1) an electronic or physical signature of the person authorized to act on behalf of the owner of the copyright interest; (2) a description of the copyrighted work that you claim has been infringed; (3) a description of the location on FINKOPER of the material that you claim is infringing; (4) your address, telephone number and e-mail

address; (5) a written 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 (6) a statement by you, made under penalty of perjury, that the above information in your notice is accurate and that you are the copyright owner or authorized to act on the copyright owner's behalf. For contact information of FINKOPER's Copyright Agent for notice of claims of copyright infringement, please contact us at info@FINKOPER.com.

Remedies

1. **Violations.** If FINKOPER becomes aware of any possible violations by you of the Terms, FINKOPER reserves the right to investigate such violations. If, as a result of the investigation, FINKOPER believes that criminal activity has occurred, FINKOPER reserves the right to refer the matter to, and to cooperate with, any and all applicable legal authorities. FINKOPER is entitled, except to the extent prohibited by applicable law, to disclose any information or materials on or in FINKOPER , including Your Content, in FINKOPER's possession in connection with your use of FINKOPER , to (1) comply with applicable laws, legal process or governmental request; (2) enforce the Terms, (3) respond to any claims that Your Content violates the rights of third parties, (4) respond to your requests for customer service, or (5) protect the rights, property or personal safety of FINKOPER, its Users or the public, and all enforcement or other government officials, as FINKOPER in its sole discretion believes to be necessary or appropriate.
2. **Breach.** In the event that FINKOPER determines, in its sole discretion, that you have breached any portion of the Terms, or have otherwise demonstrated conduct inappropriate for FINKOPER , FINKOPER reserves the right to:
 0. Warn you via e-mail (to any e-mail address you have provided to FINKOPER) that you have violated the Terms;
 1. Delete any of Your Content provided by you or your agent(s) to FINKOPER;
 2. Discontinue your registration(s) with the any of FINKOPER , including any Services or any FINKOPER community;
 3. Discontinue your subscription to any Services;
 4. Notify and/or send Content to and/or fully cooperate with the proper law enforcement authorities for further action; and/or
 5. Pursue any other action which FINKOPER deems to be appropriate.

Term and Termination

1. **Term.** The Terms commence on the date when you accept them (as described in the preamble above) and remain in full force and effect for the duration of your subscription to the Services, unless terminated earlier in accordance with the Terms.
2. **Prior Use.** Notwithstanding the foregoing, if you used FINKOPER prior to the date you accepted the Terms, you hereby acknowledge and agree that the Terms commenced on the date you first used FINKOPER (whichever is earlier) and will remain in full force and effect while you use FINKOPER, unless earlier terminated in accordance with the Terms.

- 3. Termination of Services by FINKOPER.** Except as set forth above, the Service Subscription Fee for any Service shall be non-refundable. If timely payment cannot be charged to your Payment Provider for any reason, if you have materially breached any provision of the Terms, or if FINKOPER is required to do so by law (e.g., where the provision of the Application, the Software or the Services is, or becomes, unlawful), FINKOPER has the right to, immediately and without notice, suspend, or terminate any Services provided to you. You agree that all terminations for cause shall be made in FINKOPER's sole discretion and that FINKOPER shall not be liable to you or any third party for any termination of your Account.
- 4. Termination of Services by You.** If you want to terminate the Services provided by FINKOPER, you may do so in accordance with Section 9.5 (Monthly Subscription to the Services) above.
- 5. Effect of Termination.** Termination of any Service includes removal of access to such Service and barring of further use of the Service. Termination of all Services also includes deletion of your password and all related information, files and Content associated with or inside your Account (or any part thereof), including Your Content. Upon termination of any Service, your right to use such Service will automatically terminate immediately. You understand that any termination of Services may involve deletion of Your Content associated therewith from our live databases. FINKOPER will not have any liability whatsoever to you for any suspension or termination, including for deletion of Your Content. All provisions of the Terms which by their nature should survive, shall survive termination of Services, including without limitation, ownership provisions, warranty disclaimers, and limitation of liability.
- 6. No Subsequent Registration.** If your registration(s) with or ability to access FINKOPER is discontinued by FINKOPER due to your violation of any portion of the Terms, then you agree that you shall not attempt to re-register with or access FINKOPER through use of a different member name or otherwise, and you acknowledge that you will not be entitled to receive a refund for fees related to those FINKOPER to which your access has been terminated. In the event that you violate the immediately preceding sentence, FINKOPER reserves the right, in its sole discretion, to immediately take any or all of the actions set forth herein without any notice or warning to you.

International Users

FINKOPER are controlled and offered by FINKOPER from its facilities in the United States of America. FINKOPER makes no representations that FINKOPER are appropriate or available for use in other locations. Those who access or use FINKOPER from other jurisdictions do so at their own volition and are responsible for compliance with local law.

Dispute Resolution

Please read this Arbitration Agreement carefully. It is part of your contract with FINKOPER and affects your rights. It contains procedures for **MANDATORY BINDING ARBITRATION AND A CLASS ACTION WAIVER**.

- 1. Applicability of Arbitration Agreement.** All claims and disputes (excluding claims for injunctive or other equitable relief as set forth below) in connection with the Terms or the use of any product or service provided by FINKOPER that cannot be resolved informally or in small claims court shall be resolved by binding arbitration on an individual basis under the terms of this Arbitration Agreement. Unless otherwise agreed, all arbitration proceedings shall be held in English. This Arbitration Agreement applies to you and FINKOPER, and to any subsidiaries, affiliates, agents, employees, predecessors in interest, successors, and assigns, as well as all authorized or unauthorized users or beneficiaries of services or goods provided under the Terms.
- 2. Notice Requirement and Informal Dispute Resolution.** Before either party may seek arbitration, the party must first send to the other party a written Notice of Dispute (“Notice”) describing the nature and basis of the claim or dispute, and the requested relief. A Notice to FINKOPER should be sent to: Alfa Solution spol. s.r.o. Za Porickou branou 4/334, 18600 Prague, Czech Republic. After the Notice is received, you and FINKOPER may attempt to resolve the claim or dispute informally. If you and FINKOPER do not resolve the claim or dispute within thirty (30) days after the Notice is received, either party may begin an arbitration proceeding. The amount of any settlement offer made by any party may not be disclosed to the arbitrator until after the arbitrator has determined the amount of the award, if any, to which either party is entitled.
- 3. Additional Rules for Non-Appearance Based Arbitration.** If non-appearance based arbitration is elected, the arbitration shall be conducted by telephone, online and/or based solely on written submissions; the specific manner shall be chosen by the party initiating the arbitration. The arbitration shall not involve any personal appearance by the parties or witnesses unless otherwise agreed by the parties.
- 4. Time Limits.** If you or FINKOPER pursue arbitration, the arbitration action must be initiated and/or demanded within the statute of limitations (i.e., the legal deadline for filing a claim) and within any deadline imposed under the AAA Rules for the pertinent claim.
- 5. Waiver of Class or Consolidated Actions.** ALL CLAIMS AND DISPUTES WITHIN THE SCOPE OF THIS ARBITRATION AGREEMENT MUST BE ARBITRATED OR LITIGATED ON AN INDIVIDUAL BASIS AND NOT ON A CLASS BASIS, AND CLAIMS OF MORE THAN ONE CUSTOMER OR USER CANNOT BE ARBITRATED OR LITIGATED JOINTLY OR CONSOLIDATED WITH THOSE OF ANY OTHER CUSTOMER OR USER.
- 6. Confidentiality.** All aspects of the arbitration proceeding, including but not limited to the award of the arbitrator and compliance therewith, shall be strictly confidential. The parties agree to maintain confidentiality unless otherwise required by law. This paragraph shall not prevent a party from submitting to a court of law any information necessary to

enforce this Agreement, to enforce an arbitration award, or to seek injunctive or equitable relief.

7. **Severability.** If any part or parts of this Arbitration Agreement are found under the law to be invalid or unenforceable by a court of competent jurisdiction, then such specific part or parts shall be of no force and effect and shall be severed and the remainder of the Agreement shall continue in full force and effect.
8. **Right to Waive.** Any or all of the rights and limitations set forth in this Arbitration Agreement may be waived by the party against whom the claim is asserted. Such waiver shall not waive or affect any other portion of this Arbitration Agreement.
9. **Survival of Agreement.** This Arbitration Agreement will survive the termination of your relationship with FINKOPER.
10. **Small Claims Court.** Notwithstanding the foregoing, either you or FINKOPER may bring an individual action in small claims court
11. **Emergency Equitable Relief.** Notwithstanding the foregoing, either party may seek emergency equitable relief before a state or federal court in order to maintain the status quo pending arbitration. A request for interim measures shall not be deemed a waiver of any other rights or obligations under this Arbitration Agreement.
12. **Claims Not Subject to Arbitration.** Notwithstanding the foregoing, claims of defamation, violation of the Computer Fraud and Abuse Act, and infringement or misappropriation of the other party's patent, copyright, trademark or trade secrets shall not be subject to this Arbitration Agreement.
13. **Courts.** In any circumstances where the foregoing Arbitration Agreement permits the parties to litigate in court, the parties hereby agree to submit to the personal jurisdiction of the courts located Czech Republic

General Provisions

1. **Electronic Communications.** The communications between you and FINKOPER use electronic means, whether you visit FINKOPER or send FINKOPER e-mails, or whether FINKOPER posts notices on FINKOPER or communicates with you via e-mail. For contractual purposes, you (1) consent to receive communications from FINKOPER in an electronic form; and (2) agree that all terms and conditions, agreements, notices, disclosures, and other communications that FINKOPER provides to you electronically satisfy any legal requirement that such communications would satisfy if it were to be in writing. The foregoing does not affect your statutory rights.
2. **Assignment.** The Terms, and your rights and obligations hereunder, may not be assigned, subcontracted, delegated or otherwise transferred by you without FINKOPER's prior written consent, and any attempted assignment, subcontract, delegation, or transfer in violation of the foregoing will be null and void.
3. **Force Majeure.** FINKOPER shall not be liable for any delay or failure to perform resulting from causes outside its reasonable control, including, but not limited to, acts of God, war, terrorism, riots, embargos, acts of civil or military authorities, fire, floods, accidents, strikes or shortages of transportation facilities, fuel, energy, labor or materials. If a Force

Majeure event occurs that affects FINKOPER's performance of its obligations under these Terms: (a) FINKOPER will contact you as soon as reasonably possible to notify you; and (b) FINKOPER's obligations under these Terms will be suspended and the time for FINKOPER's performance of its obligations will be extended for the duration of the Force Majeure event. You may cancel the Services affected by a Force Majeure event which has continued for more than sixty (60) To cancel please contact FINKOPER.

- 4. Questions, Complaints, Claims. If you have any questions, complaints or claims with respect to FINKOPER , please contact us at: info@FINKOPER.com. We will do our best to address your concerns. If you feel that your concerns have been addressed incompletely, we invite you to let us know for further investigation.**
- 5. Limitations Period. YOU AND FINKOPER AGREE THAT ANY CAUSE OF ACTION ARISING OUT OF OR RELATED TO THE TERMS, FINKOPER OR THE CONTENT MUST COMMENCE WITHIN ONE (1) YEAR AFTER THE CAUSE OF ACTION ACCRUES. OTHERWISE, SUCH CAUSE OF ACTION IS PERMANENTLY BARRED.**
- 6. Governing Law. The Terms and any action related thereto will be governed and interpreted by and under the laws of the State of California, consistent with the Federal Arbitration Act, without giving effect to any principles that provide for the application of the law of another jurisdiction. The United Nations Convention on Contracts for the International Sale of Goods does not apply to these Terms.**
- 7. Choice of Language. It is the express wish of the parties that the Terms and all related documents have been drawn up in English. C'est la volonté expresse des parties que la presente convention ainsi que les documents qui s'y rattachent soient rediges en anglais.**
- 8. Notice. Where FINKOPER requires that you provide an e-mail address, you are responsible for providing FINKOPER with your most current e-mail address. In the event that the last e-mail address you provided to FINKOPER is not valid, or for any reason is not capable of delivering to you any notices required/ permitted by the Terms, FINKOPER's dispatch of the e-mail containing such notice will nonetheless constitute effective notice. You may give notice to FINKOPER at the following address: Alfa Solution spol. s.r.o. Za Poriczkou branou 4/334, 18600 Prague, Czech Republic.**
- 9. Waiver. Any waiver or failure to enforce any provision of the Terms on one occasion will not be deemed a waiver of any other provision or of such provision on any other occasion.**
- 10. Severability. If any provision of the Terms is, for any reason, held to be invalid or unenforceable, the other provisions of the Terms will remain enforceable, and the invalid or unenforceable provision will be deemed modified so that it is valid and enforceable to the maximum extent permitted by law.**
- 11. Entire Agreement. The Terms are the final, complete and exclusive agreement of the parties with respect to the subject matter hereof and supersedes and merges all prior discussions between the parties with respect to such subject matter.**

—End of Terms—