

UNIVERSAL TERMS OF SERVICE AGREEMENT

1. Overview

This Service Agreement (this "Agreement") is entered into by and between Fire Cloud s.r.o., a Czech Republic private limited company, registered address Praha 8, Za Poříčskou bránou 4, PSČ 18600, Czech Republic ("Firecloud.ltd") and you, and is made effective as of the date of your use of this website ("Site") or the date of electronic acceptance. This Agreement sets forth the general terms and conditions of your use of the Site and the products and services purchased or accessed through this Site (individually and collectively, the "Services").

Whether you are simply browsing or using this Site or purchase Services, your use of this Site and your electronic acceptance of this Agreement signifies that you have read, understand, acknowledge and agree to be bound by this Agreement, along with the following policies and the applicable product agreements, which are incorporated here

2. ELIGIBILITY. AUTHORITY

This Site and the Services are available only to Users who can form legally binding contracts under applicable law. By using this Site or the Services, you represent and warrant that you are (i) at least eighteen (18) years of age, (ii) otherwise recognized as being able to form legally binding contracts under applicable law, or (iii) are not a person barred from purchasing or receiving the Services found under the laws of the Czech Republic or other applicable jurisdiction.

If you are entering into this Agreement on behalf of a corporate entity, you represent and warrant that you have the legal authority to bind such corporate entity to the terms and conditions contained in this Agreement, in which case the terms "you", "your", "User" or "customer" shall refer to such corporate entity. If, after your electronic acceptance of this Agreement, Firecloud.ltd finds that you do not have the legal

authority to bind such corporate entity, you will be personally responsible for the obligations contained in this Agreement, including, but not limited to, the payment obligations. Firecloud.ltd shall not be liable for any loss or damage resulting from Firecloud.ltd reliance on any instruction, notice, document or communication reasonably believed by Firecloud.ltd to be genuine and originating from an authorized representative of your corporate entity. If there is reasonable doubt about the authenticity of any such instruction, notice, document or communication, Firecloud.ltd reserves the right (but undertakes no duty) to require additional authentication from you. You further agree to be bound by the terms of this Agreement for transactions entered into by you, anyone acting as your agent and anyone who uses your account or the Services, whether or not authorized by you.

3. TRANSFER OF DATA ABROAD

If you are visiting this Site from a country other than the country in which our servers are located, your communications with us may result in the transfer of information (including your Account information) across international boundaries. By visiting this Site and communicating electronically with us, you consent to such transfers.

4. AVAILABILITY OF WEBSITE/SERVICES

Subject to the terms and conditions of this Agreement and our other policies and procedures, we shall use commercially reasonable efforts to attempt to provide this Site and the Services on a twenty-four (24) hours a day, seven (7) days a week basis. You acknowledge and agree that from time to time this Site may be inaccessible or inoperable for any reason including, but not limited to, equipment malfunctions; periodic maintenance, repairs or replacements that we undertake from time to time; or causes beyond our reasonable control or that are not reasonably foreseeable including, but not limited to, interruption or

failure of telecommunication or digital transmission links, hostile network attacks, network congestion or other failures. You acknowledge and agree that we have no control over the availability of this Site or the Service on a continuous or uninterrupted basis, and that we assume no liability to you or any other party with regard there too.

5. GENERAL RULES OF CONDUCT

You acknowledge and agree that:

Your use of this Site and the Services , including any content you submit, will comply with this Agreement and all applicable local, state, national and international laws, rules and regulations.

You will not collect or harvest (or permit anyone else to collect or harvest) any User Content (as defined below) or any non-public or personally identifiable information about another User or any other person or entity without their express prior written consent.

You will not use this Site or the Services in a manner that:

- Is illegal, or promotes or encourages illegal activity;
- Promotes, encourages or engages in child pornography or the exploitation of children;
- Promotes, encourages or engages in terrorism, violence against people, animals, or property;
- Promotes, encourages or engages in any spam or other unsolicited bulk email, or computer or network hacking or cracking;
- Infringes on the intellectual property rights of another User or any other person or entity;
- Violates the privacy or publicity rights of another User or any other person or entity, or breaches any duty of confidentiality that you owe to another User or any other person or entity;
- Interferes with the operation of this Site or the Services found at this Site;

- Contains or installs any viruses, worms, bugs, Trojan horses or other code, files or programs designed to, or capable of, disrupting, damaging or limiting the functionality of any software or hardware; or
- Contains false or deceptive language, or unsubstantiated or comparative claims, regarding Firecloud.ltd or Firecloud.ltd Services.

You will not copy or distribute in any medium any part of this Site or the Services , except where expressly authorized by Firecloud.ltd.

You will not modify or alter any part of this Site or the Services found at this Site or any of its related technologies.

You will not re-sell or provide the Services for a commercial purpose, including any of Firecloud.ltd related technologies, without Firecloud.ltd express prior written consent.

You are aware that Firecloud.ltd may from time-to-time call you, and that, for the purposes of any and all such call(s), you do not have any reasonable expectation of privacy during those calls; indeed you hereby consent to allow Firecloud.ltd, in its sole discretion, to record the entirety of such calls regardless of whether Firecloud.ltd asks you on any particular call for consent to record such call.

6. YOUR USE OF Firecloud.ltd CONTENT

Firecloud.ltd Content is provided to you “as is”, “as available” and “with all faults” for your information and personal, non-commercial use only and may not be downloaded, copied, reproduced, distributed, transmitted, broadcast, displayed, sold, licensed, or otherwise exploited for any purposes whatsoever without the express prior written consent of Firecloud.ltd. No right or license under any copyright, trademark, patent, or other proprietary right or license is granted by this

Agreement. Firecloud.ltd reserves all rights not expressly granted in and to the Firecloud.ltd Content, this Site and the Services, and this Agreement do not transfer ownership of any of these rights.

7. TRADEMARK AND/OR COPYRIGHT CLAIMS

Firecloud.ltd supports the protection of intellectual property. If you would like to submit (i) a trademark claim for violation of a mark on which you hold a valid, registered trademark or service mark, or (ii) a copyright claim for material on which you hold a copyright, please refer to Firecloud.ltd Trademark and/or Copyright Infringement Policy referenced above.

8. LINKS TO THIRD-PARTY WEBSITES

This Site and the Services found at this Site may contain links to third-party websites that are not owned or controlled by Firecloud.ltd. Firecloud.ltd assumes no responsibility for the content, terms and conditions, privacy policies, or practices of any third-party websites. In addition, Firecloud.ltd does not censor or edit the content of any third-party websites. By using this Site or the Services found at this Site, you expressly release Firecloud.ltd from any and all liability arising from your use of any third-party website. Accordingly, Firecloud.ltd encourages you to be aware when you leave this Site or the Services found at this Site and to review the terms and conditions, privacy policies, and other governing documents of each other website that you may visit.

9. INDEMNITY

You agree to protect, defend, indemnify and hold harmless Firecloud.ltd and its officers, directors, employees, agents, and third party service providers from and against any and all claims, demands, costs, expenses, losses, liabilities and damages of every kind and

nature (including, without limitation, reasonable attorneys' fees) imposed upon or incurred by Firecloud.ltd directly or indirectly arising from (i) your use of and access to this Site or the Services found at this Site; (ii) your violation of any provision of this Agreement or the policies or agreements which are incorporated herein; and/or (iii) your violation of any third-party right, including without limitation any intellectual property or other proprietary right. The indemnification obligations under this section shall survive any termination or expiration of this Agreement or your use of this Site or the Services found at this Site.

10. COMPLIANCE WITH LOCAL LAWS

Firecloud.ltd makes no representation or warranty that the content available on this Site or the Services found at this Site are appropriate in every country or jurisdiction, and access to this Site or the Services found at this Site from countries or jurisdictions where its content is illegal is prohibited. Users who choose to access this Site or the Services found at this Site are responsible for compliance with all local laws, rules and regulations.

11. CONTACT INFORMATION

If you have any questions about this Agreement, please contact us by email or regular mail at the following address:

Fire Cloud s.r.o.

Praha 8, Za Poříčskou bránou 4, PSČ 18600

firecloud.sro@gmail.com