Terms and Conditions of magnett.

These Terms and Conditions ("Terms") constitute a legally binding agreement between you and Goozy s.r.o., ID: 28135423, with its registered office at Průmyslová 62, 251 63 Strančice (hereinafter referred to as "Goozy," "we," "our," or "us"), governing your use of our products, services, websites <u>www.magnett.io</u> ("Website"), and all tools, applications, and information provided within our SaaS solution (collectively referred to as "Services"). By accessing the Website or using the Services, you acknowledge that you have read, understood, and agree to these Terms. If you do not agree to these Terms, you do not have the right to access or use the Services.

1. Our Services

Goozy provides a platform that enables businesses and individuals to create automated chat tools deployable on various communication platforms, social networks, and other external services ("Services"). Use of the Services is subject to your agreement with these Terms.

2. Registration, Account, Password, and Security

Access to certain parts of our Services requires creating a user account ("Account"). During this process, you may be asked to provide information such as your name, phone number, email address, and other relevant details. By using the Services, you agree to provide truthful, accurate, and current information and keep it up to date. You are responsible for protecting your password and all activities carried out under your Account, even if not authorized by you. If you suspect unauthorized access to your Account, please contact us immediately.

3. User Rights and Obligations

By using our Services, you agree to:

- **Provide accurate and current information**: You are responsible for ensuring that all information provided is accurate and up to date.
- **Comply with laws**: You agree to comply with all applicable laws, especially in the areas of personal data protection and intellectual property.
- Not misuse the Services: You are prohibited from any misuse of the Services, including spreading harmful content, unauthorized access to other users' Accounts, violating third-party rights, or engaging in other prohibited activities.

4. User-Generated Content

"User-Generated Content" includes any content you or other users upload, publish, or otherwise make available through our Services. You acknowledge that:

- **Responsibility for content**: You are solely responsible for your User-Generated Content and the consequences of its publication.
- **Licensing permission**: You grant us a non-exclusive, worldwide, royalty-free license to use, display, distribute, modify, and publish User-Generated Content in connection with providing the Services.
- **Prohibited content**: It is forbidden to publish content that is illegal, offensive, threatening, defamatory, discriminatory, or violates third-party rights.

5. Privacy

All personal data you provide or that we collect about you is subject to our Privacy Policy, available on our Website at <u>www.magnett.io/privacy</u>. By using the Services, you acknowledge that you have read and agree to our Privacy Policy.

6. Payments and Billing

Access to our Services may be subject to fees according to our current price list

published on the Website. During registration, you can select the appropriate plan, which will be billed according to your chosen subscription. Prices may be listed without taxes and other applicable fees, which you are responsible for paying.

- **Recurring payments**: Subscription payments will be automatically billed to the chosen payment method at the agreed interval.
- **Price changes**: We reserve the right to change Service prices at any time. You will be informed of price changes in advance.

7. Intellectual Property Rights

All content you publish within our Services remains your property, but you grant us the right to use it in accordance with these Terms. All other content on the Website, such as texts, graphics, logos, images, software, and other materials, is the property of Goozy or our licensors and is protected by relevant copyright and intellectual property laws.

8. Liability and Warranties

Our Services are provided "as-is" without any warranties, express or implied. We do not guarantee that our Services will be error-free, available continuously, or meet all your expectations. Goozy is not liable for any data loss, device damage, indirect damages, lost profits, or other damages resulting from the use of the Services.

9. Service Termination and Suspension

We reserve the right to suspend or terminate your access to the Services without prior notice if you violate these Terms or engage in activities that could harm our business, other users, or third parties.

10. Changes to the Terms

We reserve the right to change these Terms at any time. Any changes will become effective upon their publication on the Website. If you do not agree with the new Terms, you must stop using our Services. Your continued use of the Services after the changes indicates your acceptance of the revised Terms.

11. Dispute Resolution and Governing Law

These Terms are governed by the laws of the Czech Republic. Any disputes arising from or related to these Terms will be resolved by the competent courts of the Czech Republic.

12. Contact Information

If you have any questions regarding these Terms or the Services, please contact us at info@magnett.io or by mail at Goozy s.r.o., Průmyslová 62, 251 63 Strančice.

Prague 28.10.2024