TERMS AND CONDITIONS OF KI-WI DIGITAL S.R.O.

I. TERMS AND CONDITIONS

1. These Terms and Conditions govern the contractual relationship between Ki-Wi Digital s.r.o., with its registered office at Lidická 971/25, Veveří, 602 00 Brno, Czech Republic, registered in the Commercial Register kept by the Regional Court in Brno, Section C, Insert 92606 ("**Ki-Wi Digital**"), and its customer, i.e., legal entities or individual entrepreneurs ("**Customer**") in connection with the installation and the use of Ki-Wi Digital software digital signage solution ("**Product**") or providing other related services.

2. The Product's use by the Customers is subject to the terms of Ki-Wi Digital's End User License Agreement available at www.kiwisignage.com/eula ("**EULA**"). In accordance with the provisions of EULA, the Product is provided for a specified license period and entitles the Customer to use the most current version of the Product including any potential updates and any operational support that may be provided by Ki-Wi Digital. The EULA applies to all other services provided to the Customer based on an Order.

3. These Terms and Conditions and the EULA apply to ENTRY, PREMIUM and ENTERPRISE Product subscriptions by the Customer and their subsequent use of such Products. Customers are advised to read these Terms and Conditions carefully. By purchasing or ordering any Product subscriptions from Ki-Wi Digital, the Customer accepts these Terms and Conditions and the EULA. They form a legal agreement between the Customer and Ki-Wi Digital and can only be amended with Ki-Wi Digital's consent.

II. AGREEMENT

1. Ki-Wi Digital provides the Product and related services based on a binding order of the Customer ("**Order**") served usually via Ki-Wi Digital's website. General terms and conditions of the Customer (if any) shall not apply to the transactions contemplated by these Terms and Conditions, and the EULA. The contractual relationship between the Customer and Ki-Wi Digital is concluded only in case a complete agreement is reached by the Customer and Ki-Wi Digital.

2. The Order is deemed accepted by Ki-Wi Digital when Ki-Wi Digital sends confirmation of the Customer's Order (typically via e-mail); the Order is also confirmed by installing the Product, starting work on services or sending an invoice to the Customer (whichever occurs first) ("**Order Confirmation**"). The duration of the contractual relationship between Ki-Wi Digital and Customer corresponds to the license period as stated in the EULA ("**Contract Period**") unless other specific periods are agreed with Ki-Wi Digital. The Contract Period shall automatically extend for the same period, even repeatedly, unless the Customer informs Ki-Wi Digital otherwise at least 3 months before the current Contract Period expiration date.

3. The agreement between the Customer and Ki-Wi Digital consists of the Order, these Terms and Conditions, the EULA and the Service Terms of Ki-Wi Digital s.r.o. available at www.kiwisignage.com ("**Service Terms**" and "**Agreement**").

4. The license expiration date is provided to the Customer upon a request. After the license expires, it is no longer possible to log in to the system user interface.

5. The Customer shall provide other requested cooperation upon prior notice of Ki-Wi Digital delivered at least 3 business days in advance. The Customer undertakes to authorize a competent representative to cooperate with Ki-Wi Digital on the performance of this Agreement.

6. Electrical and electronic equipment, batteries and accumulators bearing the crossed-out wheeled bin symbol must not be disposed of as unsorted municipal waste; the symbols Hg, Cd and Pb, where present, indicate the presence of mercury, cadmium and lead. By handing them over separately, the Customer enables reuse and recycling and helps prevent potentially harmful effects of hazardous substances on the environment and human health. When purchasing electrical or electronic equipment, the Customer may hand over, free of charge at the place of sale or delivery, waste electrical or electronic equipment of a similar type and use and in the same quantity; collection must be arranged at obchod@ki-wi.cz. Additional collection points for waste electrical and electronic equipment and batteries are listed in the Czech Ministry of the Environment's Take-back Collection Point Register.

III. PRODUCT INSTALLATION PROCEDURE, ACCEPTANCE

1. The Customer shall perform the Product installation in the Customer's environment according to instructions provided by Ki-Wi Digital, unless otherwise agreed with Ki-Wi Digital

2. The Product installation shall be deemed completed at the moment of providing the Customer with an access to the Product's server part, or on confirmation of the Acceptance Protocol by the Customer, whichever happens first. Customer's completion of the Acceptance Protocol or Customer's failure to provide any rejection, review or acceptance of the Product within 24 hours of such Product being provided to Customer, or the use of the Product and/or service by Customer shall be deemed to mean that Customer has automatically accepted or approved any such Product and/or service(s). Ki-Wi Digital shall have a reasonable time to remedy any Products and/or Services that have been rejected by Customer.

3. Should other similar services (add-ons, plugins etc.) be provided to the Customer, Ki-Wi Digital shall upon its delivery make available to Customer the acceptance protocol detailing the particulars of the delivery and confirming acceptance of the services ("**Acceptance Protocol**") which shall be completed by Customer upon a hand-over of the provided services; if the Customer does not report defects regarding the provided services described in the Acceptance Protocol within 14 days, the Acceptance protocol shall be deemed completed and the services accepted without reservations upon expiry of this period.

4. ENTRY Product subscription includes only limited range of functionalities, which are listed at www.kiwisignage.com/pricing. The ENTRY Product Customer is therefore not authorized to make use of the excluded functionalities without prior consent of Ki-Wi Digital. Unauthorized use of excluded functionalities may be considered a gross violation of these Terms and Conditions from the side of the Customer and may be grounds for immediate termination of the contractual relationship between the Customer and Ki-Wi Digital.

5. In the course of the agreed license period, the ENTRY Product may be upgraded to the PREMIUM Product on the basis of a written request of the Customer addressed to Ki-Wi Digital. The request of the Customer for an upgrade may be rejected by Ki-Wi Digital at its sole discretion.

IV. PAYMENT TERMS

1. The price for providing the Product is specified in the Order. The prices indicated do not include VAT, which will be applied according to valid and effective legal regulations.

2. Ki-Wi Digital may issue to the Customer an invoice for the Product ("Invoice") as of the date of granting access to the Product by Ki-Wi Digital, but no later than 10 days from the receipt of the Order, in electronic form, and send it to the customer by e-mail provided in the Order. In case of a Contract Period extension, Ki-Wi Digital may issue the corresponding Invoice for the new Contract Period 3 months prior to the extension date. In the case of other services, Ki-Wi Digital may issue a corresponding Invoice upon a completion of the Acceptance Protocol.

3. The Invoice is payable within the period specified therein, which shall not be less than 14 calendar days from the date of receipt of Invoice by the Customer, unless otherwise agreed. The sum due under the Invoice shall be paid by wire transfer to the bank account of Ki-Wi Digital and in the currency indicated in the Invoice, unless otherwise agreed. The Customer is responsible for paying any bank fees related to the transfer.

4. In the event of delay in payment of the Invoice, in addition to the outstanding amount, the Customer agrees to pay Ki-Wi Digital a contractual penalty of 0.05% of the outstanding amount per day for the first 15 days of the delay. The penalty shall not affect Ki-Wi Digital's right to claim damages in full.

5. If the Customer is delayed in payment of the Invoice by more than 5 days, Ki-Wi Digital may suspend access to the Product until the Invoice is fully paid with no right of the Customer of any compensation (incl. Contract Period extension) whatsoever. If the Customer is delayed in payment of the Invoice by more than 30 days, such delay shall be deemed a material breach of the Agreement and Ki-Wi Digital shall have the right to terminate the Agreement with future effect.

V. WARRANTIES

1. Ki-Wi Digital's warranties relating to the Product and its installation as well as other services is limited to the warranties provided by Ki-Wi Digital in Section 2 of EULA.

2. Except as set forth in section 5.1 above, Ki-Wi Digital makes no warranties with respect to the Product, the installation or other services offered by Ki-Wi digital or any other subject matter of this Agreement and hereby disclaims all other warranties, whether express, implied or statutory, including, but not limited to warranties of title, non-infringement, merchantability, satisfactory quality, fitness for a particular purpose (even if Ki-Wi Digital has been informed of such purpose), and all warranties arising from course of dealing, usage, or trade practice. without limiting the foregoing, Ki-Wi Digital makes no warranty of any kind that the Product or results of the use thereof, will meet customer's or other persons' requirements, operate without interruption, achieve any intended result, be compatible or work with any software, systems, hardware or other services, or be secure, accurate, complete, free of harmful code and defect or be error free.

3. To the maximum extent permitted under applicable law, Ki-Wi Digital shall not be liable for any indirect, special, exemplary, incidental or consequential loss or damage or for any lost profits, lost savings or loss of revenues suffered arising from or in any way connected with the Agreement or the installation of the products. the limitation of liability in this section applies regardless of whether Ki-Wi Digital knew of, or could have known of, the possibility of the damages and applies regardless of whether the limitation of liability causes any remedy to fail of its essential purpose. Subject to the foregoing, the total aggregate liability of a company arising under or in connection with the performance, non-performance or contemplated performance shall in no event exceed the amounts paid for the Product in connection with which the liability arose. This Section shall survive the termination of the Agreement for any reason.

4. The Product is distributed as a cloud-based solution with a local software installed on the end device. The Product provision and operation is subject to terms and conditions of a third-party cloud service provider. The scope of services and liability of Ki-Wi Digital under the Agreement is limited to the extent such scope of services and liability can be claimed from such a third-party cloud service provider. The cloud service provider as well as its terms and conditions may be subject to further updates and changes.

VI. INDEMNIFICATION

1. Customer agrees to defend, indemnify, and hold harmless Ki-Wi Digital, as well as the officers, directors, employees and agents of each, from and against any claims, actions or demands, including without limitation reasonable legal and accounting fees, alleging or resulting from the Customer's violation of any applicable law or Customer's breach of the Agreement. This indemnification provision does not apply to intentional or reckless acts or gross negligence on Ki-Wi Digital's part.

VII. CONFIDENTIALITY

1. "**Confidential Information**" means non-public information that is disclosed by or on behalf of a party under or in relation to this Agreement that is identified as confidential at the time of disclosure or should be reasonably understood to be confidential or proprietary due to the nature of the information and/or the circumstances surrounding its disclosure. Confidential Information includes, but is not limited to, all trade secrets, know how, proprietary information, techniques, or technology, and data. Confidential Information does not include information which, and solely to the extent it (i) is generally available to the public other than as a result of a disclosure by the receiving party or any of its representatives; (ii) was known to the receiving party prior to the date hereof on a non-confidential basis from a source other than disclosing party or its representatives; (iii) is independently developed by the receiving party without the benefit of any of the disclosing party's Confidential Information; (iv) becomes lawfully known to the receiving party on a non-confidential basis from a source (other than disclosing party or its representatives) who is not prohibited from disclosing the information to the receiving party by any contractual, legal, fiduciary or other obligation or (v) was disclosed by the disclosing party to a third-party without an obligation of confidence. In any dispute concerning the applicability of these exclusions, the burden of proof will be on the receiving party and such proof will be by clear and convincing evidence.

2. Obligations. Each party will hold in confidence the other party's Confidential Information and will not disclose or use such Confidential Information except as necessary to exercise its express rights or perform its express obligations hereunder. Any party's disclosure of the other party's Confidential Information may be made only to those of its employees or consultants who need to know such information in connection herewith and who have agreed in writing to confidentiality terms that are no less restrictive than the requirements of this section. Each party shall use all reasonable efforts to maintain the confidentiality of all of the other party's Confidential Information in its possession or control, but in no event less than the efforts that it ordinarily uses with respect to its own Confidential Information of similar nature and importance.

3. Exceptions. Notwithstanding the foregoing, a party may disclose the other party's Confidential Information to the extent that it is required to be disclosed in accordance with an order or requirement of a court, administrative agency or other governmental body, provided that such party, to the extent permitted by applicable law, provides the other party with prompt notice of such order or requirement in order that it may seek a protective order to protect the confidentiality of such information, take action to assure confidential handling of the Confidential Information, or take such other action as it deems appropriate to protect the Confidential Information. Each party's confidentiality obligations hereunder will continue for a period of 5 years following any termination of this Agreement, provided, however, that each party's obligations will survive and continue in effect thereafter with respect to, and for so long as, any Confidential Information continues to be a trade secret under applicable law. The parties acknowledge and agree that the Software and all pricing information shall be treated as the Confidential Information of Ki-Wi Digital.

4. Ki-Wi Digital may request the Customer to be granted a right to use its identification as well as a generally used visual representation of the Customer (incl. trademarks) to refer to the Customer on its website and other promotional materials; the Customer shall not unreasonably refuse granting such a right.

VIII. FORCE MAJEURE

1. Neither party shall be liable in the event that its performance of this Agreement is prevented, or rendered so difficult or expensive as to be commercially impracticable, such as a disease, epidemic, pandemic, quarantine, labour dispute, unavailability of transportation, goods or services, governmental restrictions or actions, passage of law or any action taken by a governmental or public authority, including imposing an export or import restriction, quota, or other restriction or prohibition or any complete or partial government shutdown, war (declared or undeclared) or other hostilities, or by any other event, condition or cause which is not foreseeable on the date of concluding the Agreement and is beyond the reasonable control of the party. In the event of non-performance or delay in performance attributable to any such causes, the period allowed for performance of the applicable obligation under this Agreement will be extended for a period equal to the period of the delay. However, the party so delayed shall use its best efforts, without obligation to expend substantial amounts not otherwise required under this Agreement, to remove or overcome the cause of delay. If the performance of a party is delayed for more than 6 months, the other party shall have the right, which shall be exercisable for so long as the cause of such delay shall continue to exist, to terminate this Agreement without liability for such termination.

IX. PERSONAL DATA

1. Ki-Wi Digital acts as the controller of personal data collected for the performance of the Agreement, particularly collected when creating and using individual user accounts needed for using the Product. Personal data may include contact details (full name, e-mail address, phone number, company name, VAT number).

2. Personal data is processed for the purpose of creating, using and administering individual user accounts that are necessary to perform the Agreement fully. The legal basis is the performance of the Agreement.

3. In addition, we use contact details to send newsletters and other marketing communications about our own similar products and services. The legal basis is your consent (Article 6(1)(a) GDPR) or our legitimate interests where permitted by law. You may object or withdraw consent at any time via the unsubscribe link in each message or by contacting info@kiwisignage.com. We process personal data for this purpose until you withdraw consent or object.

4. Personal data shall be processed for the duration of the Agreement and further for the period as may be required by applicable law.

5. Processors of personal data include, in particular, providers of hosting and cloud infrastructure, CRM, and e-mail delivery services:
- https://www.hetzner.com/rechtliches/datenschutz
- https://aws.amazon.com/compliance/data-privacy
- https://raynetcrm.com/security-and-data-protection/
- https://ecomail.app/privacy-policy/

6. If Ki-Wi Digital does not comply with a data subject’s/Customer’s justified requests, then it is authorised to contact the Office for Personal Data Protection (uoou.gov.cz).

7. Any personal data processing is carried out in full compliance with 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 (General Data Protection Regulation) ("**GDPR**").

8. As stated in the GDPR, data subjects have the following rights: Right of access
You are eligible to request Ki-Wi Digital to confirm whether or not personal data concerning you are processed and you may request further information about that processing. Where requests from you are demonstrably unjustified, excessive or repetitive, we may either:
a, refuse to act on the request.
b, charge a reasonable fee, considering the administrative costs of taking the actions requested or Right to rectification
You may request Ki-Wi Digital to rectify inaccurate or incomplete personal data. Right of erasure (right to be forgotten)
You are eligible to request from us the erasure of personal data concerning you and we shall erase such data without undue delay if all conditions are met under the GDPR. Erasure of personal data may result in Ki-Wi Digital's inability to provide you the Product or with Ki-Wi Digital's services. Right to request restriction of processing
You may request restriction of personal data processing. Right to object
You have the right to object to the personal data processing made by Ki-Wi Digital. Right to data portability
You may request to receive personal data concerning you in a structured, commonly used and machine-readable format, and you have the right to transmit those data to another controller without obstacles from us to which personal data have been provided.

9. Should you have any complaints, questions or requests regarding personal data processing, you may contact Ki-Wi Digital via: info@kiwisignage.com.

X. COOKIES

1. We use cookies and similar technologies. Strictly necessary cookies are used to operate the website (legitimate interests). Analytics and marketing cookies are used only with your consent, which you can change or withdraw at any time in "Cookie settings." If you consent, limited data from these cookies may be shared with our analytics and advertising partners.

XI. FINAL PROVISIONS

1. Ki-Wi Digital reserves the right to change these Terms and Conditions from time to time without prior notice by changing them on its website and other appropriate communication channels. Unless explicitly refused by the Customer within 15 days of its receipt, the updated Terms and Conditions shall be considered as approved by the Customer. The Customer is encouraged to review Ki-Wi Digital's website, and any notifications, messages and communications from Ki-Wi Digital to ensure the Customer is aware of any changes

2. Ki-Wi Digital may assign the contract with the customer in its entirety to a third party, even if performance has already begun. The customer shall not assign, pledge or otherwise encumber any of its claims against Ki-Wi Digital without Ki-Wi Digital's prior written consent.

3. The Agreement constitutes the entire agreement between Customer and Ki-Wi Digital concerning the subject matter described hereunder and supersede all prior agreements. The rights and obligations of the parties under these Terms and Conditions or Service Terms are in addition to the rights and obligations provided for in the EULA and in case of conflict between them, the provisions of EULA shall prevail. In case of conflict between the EULA and the Order, the provisions of Order shall take precedence over the EULA where it expressly provides that it shall, otherwise the EULA shall apply.

4. These Terms and Conditions are governed by the laws of the Czech Republic but excluding any conflict of law rules.

5. The UN Convention on Contracts for the International Sale of Goods shall not apply and is hereby expressly excluded from any interpretation of the Agreement. Business practices shall not take precedence over any provisions of the law. Both parties assume the risk of a change in circumstances and thus are not entitled to claim a change in an obligation due to a material change in circumstances.

6. All disputes arising from or relating to these Terms and Conditions shall be finally decided with the Arbitration Court attached to the Czech Chamber of Commerce and the Agricultural Chamber of the Czech Republic according to its Rules by one arbitrator appointed by the President of the Arbitration Court.

7. The present Terms and Conditions shall take effect on 6 August 2026.