

Terms of Use – BuiltMind

1. Preamble

Welcome to BuiltMind.com, the website and online service of BuiltMind s.r.o., Identification No. 11823259, with its registered office address: Běhounská 5/18, 602 00 Brno, Czech Republic, registered in the Commercial Register of the Regional Court in Brno, section C, insert 124848 (hereinafter referred to as “Company”, “we”, or “us”).

This page explains the terms by which you may use our online services, website, and software provided according to the orders and requirements of the User (collectively the “Service”).

By accessing or using the Service, you agree to be bound by this Terms of Use (“Terms”) and to the collection and use of your information as set forth therein, whether or not you are a registered user of our Service. This Agreement applies to all visitors, users, and others who access the Service (“Users”).

2. Service

2.1. Subject of the Contract

The Company, as a provider of Service, undertakes to provide Users with access to the Service.

The Services provided under this Agreement are distributed on an 'as is' basis. The scope of the Services shall be determined by the features and functionalities available within the application at the time of use. Pricing for the Services shall be as set forth within the application and is subject to change. The User acknowledges and agrees that acceptance of the pricing, as indicated within the application, constitutes approval of the pricing terms. Any alterations or specific terms applicable to the Services shall be communicated through the application or via electronic means as deemed necessary by the Company.

The User has a duty to pay an agreed remuneration for the Service.

2.2. Basis of the obligations

These Terms and the Offer (as defined in section 3.1 and below) form the content of the contractual obligations created between **the Company and the User** (hereinafter referred to as “**Contract**”).

The User shall read the Terms carefully before accessing the Services and/or contacting the Company with your request.

2.3. The entirety of the Contract

The Contract constitutes the entire agreement between the Company and the User in relation to the further provision of Services.

By accepting the Terms and the Offer the User acknowledges that the User has not relied on any statement, promise, representation, assurance or warranty made or given by or on behalf of the Company which is not explicitly set out in the Terms, and/or explicitly agreed upon in the e-mail (both offer and acceptance shall be present).

3. Provision of Service

The Company commits to providing the User with the services outlined in this Agreement, subject to the terms and conditions herein. The services will be delivered in accordance with the specifications and timelines agreed upon between the User and the Company.

3.1. VAT Compliance

If the Company is or becomes a payer of VAT, all invoices issued will comply with the requirements of Act No. 235/2004 Sb., the VAT Act, ensuring the proper handling and reporting of Value Added Tax as applicable.

3.2. Automatic Contract Renewal

This Agreement is subject to an automatic renewal clause. Upon the expiration of the initial term, as agreed upon at the onset of this Agreement, the contract will automatically renew for subsequent terms of equal duration.. The terms and conditions of the renewed contract shall be the same as the original contract unless otherwise amended by mutual agreement of the Parties.

Users have the right to terminate the Agreement at the end of the current term. To do so, the User must notify the Company in writing of their intention to terminate at least 30 days prior to the end of the current term.

Failure of the User to provide timely written notice of termination will result in the automatic renewal of the Agreement for an additional term.

3.3. Service Modifications

The Company reserves the right to modify or discontinue, temporarily or permanently, the services (or any part thereof) with prior notice to Users. The Company shall not be liable to the User or any third party for any modification, price change, suspension, or discontinuance of the services.

4. Software

4.1. Software functionality

The Software, provided as a SaaS (Software as a Service) solution, is accessible through an account. This account may be self-created by the User or established on behalf of the User by the Company. In either case, the account (hereinafter referred to as the **"User Account"**) serves as the primary means for accessing the Software's functionalities and services.

The Service is provided exclusively via the Website and the Software.

The Software empowers Users to leverage comprehensive real estate data for various purposes, including but not limited to dynamic market analysis, valuation and reporting. This functionality is designed to provide Users with advanced tools and AI-driven capabilities to effectively utilize and interpret real estate market information.

4.2. Software limitations

The Company and the Software herein cannot (in any way, manner, or form) affect the real estate market and/or determine whether the relevant unit will be available for purchase nor its price, stock and/or any other terms of sale, lease, purchase and/or any other type of distribution and/or provision.

The User hereby acknowledges that the Software is merely a tool that enables Users to make the most of its data capabilities. The User shall be solely responsible for the steps and/or actions taken based upon the Software.

Last but not least, the Users acknowledge that the Company bears no liability in relation to the steps and/or actions taken by the User and/or any other interactions of the User in the real estate market. Any potential claims arising from the failure to sell, purchase, lease, and/or in any other way distribute or otherwise provide for use the relevant unit shall be resolved solely between Users and the relevant third parties.

5. User Account

5.1. Creation of the User account

To access and use the Software as well as to access its Website user interface, the User must use the User account.

The combination of the username and password is then used to access and use the Website and the Software.

5.2. The duration of the User account

The sole purpose of the User account is to provide the User with access rights to the Website and the Software.

As such the duration of the User account directly correlates to the duration of the provision of Service under these Terms which in turn depends on the period for which the Software has been paid for.

5.3. The obligation of the User to provide data

The User hereby agrees to provide the Company only information that is true, accurate, complete, and current at all times when signing up for the User account and during the whole duration of the legally binding agreement concluded under these Terms.

Failure to do so may result in a termination of the User account and withdrawal of access rights to the Software as well as the Website by the Company without any prior notice.

The User hereby acknowledges that he has control over the data entered into the User account and/or the Software. The same applies to any other content that was entered in any of the aforementioned.

5.4. Termination of the User account

The User account may be terminated either via mutual agreement between the User and the Company and/or by the unilateral termination of any of the Parties under the Terms defined below.

The User hereby acknowledges that at the moment the User account ceases to exist so does the legally binding Contract concluded between the User and the Company. As a direct consequence of the termination of the User account, all rights of the User to access the Software and the Website are automatically revoked by the Company.

The User may terminate the User account at any time. Furthermore, the User acknowledges and agrees that the Company has no obligation to refund the remuneration.

The Company reserves its right to reject the creation of a User account to anyone and the Company may block, suspend, or terminate the access to the User account as a result of the violation of the Contract by

the User and/or any violation of the law and regulations (irrespective of jurisdiction) by the User while using the Software.

The provision of clause 7.2 applies in the event the User account is terminated by any of the Parties.

5.5. Basic responsibilities of the User

By the creation of the User account the User agrees to be fully responsible for all activities that occur under its User account.

The User undertakes to use the Website and the Software solely for the designated purpose and to not abuse any of the rights under these Terms.

6. Remuneration

6.1. Common provisions

As was already defined above, the remuneration for the provision of Services is defined in the Offer.

Furthermore, the Offer also defines the dates on which the remuneration shall be paid by the User.

The remuneration is considered to be paid by the User the moment the remuneration is credited to the bank account of the Company in full.

6.2. VAT

Unless specified otherwise, the remuneration defined in the Price Offer does not include VAT. Due to the fact, that Company is a VAT payer, the User agrees that the Company may increase the remuneration by VAT in the statutory amount.

6.3. Invoicing

The remuneration is payable for the entire duration of the contract in advance based on an invoice issued by the Company no later than 14 days of its issuance.

The Company is obliged to deliver the invoice to the User by electronic means on the day of its issuance to the e-mail address. If the Company is or becomes a payer of VAT, the invoices must meet the requirements of Act No. 235/2004 Sb., VAT Act.

6.4. Default payments

If the invoice fails to be paid on the due date, the Company is entitled to be paid the late payment interest of 0.1 % of the debt for each day of default.

If the User defaults on the payment of any invoice for more than 7 days of the day on which the User was informed about the default per email, the Company is entitled to suspend the provision of Services until the full payment has been made by the User.

If the User fails to pay the debt within 30 days of the day on which the User got into default, the Company is entitled to terminate the Contract by a notice of termination without a notice period.

7. Other provisions

7.1. The duration of the Contract

The Contract comes into force and effect once the Terms and the Offer was accepted by the User.

Unless agreed otherwise by the Parties, if the Services to be provided are of perpetual nature, the Contract is concluded for an indefinite period of time, and if the Services to be provided are of one-off nature, the Contract is concluded for the definite period of time of the provision of Services; when all the agreed Services are provided by the Company, the Contract is automatically terminated.

7.2. Termination of the Contract

The Contract may only be terminated, prior to the expiry of the time for which it has been concluded, by mutual agreement or by a notice of termination under the below-mentioned terms and conditions.

The User may terminate the Contract by a notice of termination without any reason with a three-month notice period, which starts running on the first day of a calendar month following a month in which the notice of termination was delivered to the Company. The provision of Section 1992 of the Civil Code does not apply.

If the Company materially breaches the Contract, the User may terminate the Contract by a notice of termination with a one-month notice period. In such a case, the User shall inform the Company of the material breach which is a reason to terminate the Contract.

The Company may terminate the Contract by a notice of termination without any reason with a three-month notice period, which starts running on the first day of a calendar month following the month in which the notice of termination was delivered to the User.

In the event that the Contract is terminated earlier by the withdrawal for statutory reasons, the Parties agree that Section 2004(1) of the Civil Code will not apply and the withdrawal will have ex nunc effects and the Parties are not obliged to return the performances already provided. The Company is entitled to be paid a proportional part of the remuneration for the Services provided until the withdrawal comes into effect.

For the avoidance of doubt, by the termination of the Contract by any of the Parties the right to use the User Account is automatically revoked no later than the day the termination becomes effective.

The Company stores the data the User uploaded to the Software for the duration of 30 days after the termination of the Contract to accommodate sufficient time for the User to request the export of the data. The User hereby acknowledges that the Company is entitled to delete all the User data after the period expires.

All provisions of the Terms which by their nature should survive termination shall survive termination, including, without limitation, copyright provisions, limitations of liability and NDAs.

7.3. Material changes of the Contract

The User hereby acknowledges and agrees, that the Company has the right to renegotiate the Offer (both the remuneration as well as the due dates) when the User requests any changes to the scope of Services that shall be provided by the Company under the Contract.

The Company is not obliged to provide any of the changed and/or newly added Services before a new Offer was agreed upon between the Parties.

8. Copyright

8.1. Copyright notice

All text, graphics, images, photographs, trademarks, logos, audio, video, software, data compilations, page layout, underlying code, and other content on the Company's Website, except as explicitly stated otherwise, are owned, controlled, or licensed by or to the Company, and are protected by copyright, trademark, and various other intellectual property rights and unfair competition laws.

Furthermore, any drivers, software, programs (including all upgrades and updates of the Software), browser plug-ins, peripherals and other applications (including the underlying code), computer-based services or utilities, as well as any software made available to Users in connection with, or to facilitate access to, any subscription, service, documents or software associated with the Website and the Software, along with all files, images, and other audiovisual content, incorporated in or generated by the Software, programs and other materials available for download, or as a remote application or service, from the Website content (hereinafter referred to as "content") are, unless explicitly stated otherwise, fully owned, controlled, or licensed by or to the Company, and are protected by copyright, trademark, and various other intellectual property rights and unfair competition laws.

No title to the aforementioned content (whether downloaded or not) is transferred to Users and is owned (as to all intellectual property rights therein) by the Company.

8.2. Use of Publicly Available Data

The Software may display data and information that are publicly available and sourced from third parties ("Public Data"). While the Company endeavors to accurately cite and attribute such Public Data to its respective sources, the Company does not claim ownership of this Public Data. Users acknowledge that Public Data is subject to the terms and conditions of the respective third-party sources and may be subject to their own copyright and intellectual property rights.

8.3. Restrictions on Use

The aforementioned content, including Public Data, and/or any of its parts, may not be used in any way, manner, or form that exceeds the sole right of the User to access the Software via the user interface available on the Website. Particularly (but not exclusively), it is strictly prohibited to:

- i. publish, copy, rent, lease, or lend the Software and/or any other content;
- ii. transfer the Software and/or any other content;
- iii. circumvent or bypass any technological protection measures in or relating to the Website, the Software and/or any other content;
- iv. reverse engineer, decompile, or disassemble the Software, or attempt to do so;
- v. interfere with, disrupt, or create an undue burden on the Website, the Software and/or any associated services;

- vi. use any internet-based services in any way that could interfere with anyone else's use of them, or to try to gain access to or use any service, data, account, or network in an unauthorized manner;
- vii. use the Website or the Software in a manner inconsistent with any applicable laws or regulations

Nothing in these Terms shall be construed as granting, by implication, estoppel, or otherwise, any license or right to use any trademark, logo, or service mark displayed on the Website or in the Software without the Company's prior written permission."

8.2. Contractual penalty

Users are solely responsible for their use of the Website and/or the Software and undertake to refrain from violating any applicable law, regulations, or third-party rights.

The User shall be liable to pay a contractual penalty in the amount of 1.000 USD to the Company for each and every breach of the provisions in Section 8 of the Terms. Payment of the contractual penalty shall in no way exclude the Company's right to compensation for the eventual breach of the above provisions.

9. Non-disclosure Agreement (NDA)

9.1. Confidential information

The Parties hereto undertake to keep confidentiality with respect to and protect against disclosure all information with which they come into contact in connection with the performance of the Contract (the "Confidential Information").

Confidential information means particularly:

- i. all information of business nature of the Parties that one of the Parties is acquainted with during the business cooperation, especially information that is not publicly known that is protected as a trade secret or that is protected under intellectual property rights;
- ii. all information, figures and data related to the functioning of the Parties, especially information connected to business activities of the Parties, business and marketing plans, budgets, business partners, clients, contacts, products, contracts, programs, analyses, correspondence, obligations, rights, or any other information connected to the organizational and administrative management of the Parties, regardless of the form this information takes and where it is located;
- iii. description or partial description of the technological procedures of the Parties, technical formulas and know-how, information on working methods, and other operating procedures of the Parties.

Notwithstanding the foregoing, the Company is expressly permitted to disclose and use information regarding the existence and general nature of its business relationship with the other Party for marketing and promotional purposes. This includes the right to use the other Party's company name, logo, and a general description of the scope of the collaboration (such as the real estate project involved) in the Company's promotional materials, presentations, and similar marketing communications.

The Parties undertake to do not disclose the Confidential Information to any third party, except for those of which the Parties need, from the nature of their work, to apprise themselves (namely accountants,

auditors, tax and legal advisors and the like) and who are, by contract or by law, bound to confidentiality at least to the same extent as under this Contract.

The Parties are entitled to disclose the Confidential Information to the authorities and/or to courts in accordance with current legislation or based on their ruling. The Parties, however, undertake to inform each other immediately about any such transfer of Information, before the transfer itself if possible and to apply any legitimate and extra remedial means against such decision and at the same time to ensure the protection of such Confidential Information in accordance with this Agreement to the fullest possible extent.

9.2. Third parties

In the event that any of the Parties entrusts a third party (a party having a relation to the Company based on a business or other contract, the “**Subcontractors**”) with performing some of the activities hereunder, the third party may be provided with the information which is subject to protection hereunder only provided that the third party will be bound to the protection of the information at least to the same extent as the Parties are obliged to.

Both Parties shall limit the number of employees and possible Subcontractors who have access to the Confidential Information and take efficient measures for prevention from the disclosure of the Confidential Information.

9.3. Exemptions

The confidentiality obligation does not apply to the Confidential Information that was exempted from the protection by the other Party; is or becomes publicly available and/or must be published by virtue of law.

The confidentiality obligation does not apply to the use of the User's business name and logo for the Company's marketing purposes.

10. Limitation of liability

10.1. The uptime of services

The Company does not guarantee that the Website or any content, service, or feature of the Website and/or the Software will be completely error-free or uninterrupted, or that the use of the Website and/or the Software will be available at all times.

Even though the Company aims to resolve any issues, bugs, downtimes, and any other barriers to us the Website and the Software as soon as possible, the User hereby acknowledges that both the Website and the Software are delivered on an “as-is”, “as-available” basis.

The information provided on the Website are subject to change without further notice.

Any deficiencies in the Software that do not affect the functionality of the Software are considered a defect that does not affect its use.

10.2. Third party content and User's invention

The Company shall not be held responsible or liable, directly, or indirectly, for any damage or loss caused or alleged to be caused by or in connection with the Services if it was caused by the User, third parties or obstacles created independently of the Company's will.

The Company has no control over, and assumes no responsibility for the content, privacy policies, or practices of any third-party websites or services. The User acknowledges and agrees that the Company shall not be responsible or liable, directly, or indirectly, for any damage or loss caused or alleged to be caused by or in connection with use of or reliance on any such content, goods, or services available on or through any such websites or services.

Furthermore, the Company shall not be held responsible or liable, directly, or indirectly, for any damage or loss caused or alleged to be caused by or in connection with the Services in the event the User violated the Contract, Company's instructions and/or maintained insufficient security of the User's local network or hardware, and/or caused by a malfunction of third-party programs installed on User's device.

10.3. The User's Liability

The User assumes total responsibility for his further use of the Services from the moment the Services were provided by the Company.

The User agrees to indemnify, defend, and hold harmless Company, its employees and its Subcontractors from and against all losses, liabilities, expenses, damages, claims, demands and costs, including reasonable attorneys' fees and court costs, relating to or arising from any violation of the Contract by the User.

11. Privacy

11.1. Personal data

The Company collects certain personal information and data that Users provide to the Company. Specifically, the Company only collects User's e-mail address, certain financial information (User's billing information) and potentially any other information Users choose to provide via e-mail or other communication means and/or via the Software.

The Website and the Software may also collect some non-personal information automatically, such as the IP address and geographic location, the date and time of access, the URLs of websites and pages visited, hardware and software information and other technical or statistical information that are anonymous or pseudonymous to the Company and as such further processed.

All the personal data (account data, etc.) are stored exclusively on the EU servers of Amazon Web Services (AWS) and are processed by the Company exclusively for the purposes defined below.

11.2. International Data Transfer and Compliance

Users accessing the Website from outside the EU, including the US, should be aware that their data is transferred to and processed on servers located within the EU. The Company is committed to handling this data in compliance with the General Data Protection Regulation (GDPR) and other applicable data protection laws. By using our services, Users consent to the transfer and processing of their data in the EU.

11.3. AWS and third-party processed data

The processing of User's e-mail address, certain financial information of the User may be conducted by a subprocessor of the Company – especially AWS, and, if needed, by the law, accounting and tax consultants of the Company who process all the data in compliance with the General Data Protection Regulation (EU) 2016/679.

The User hereby agrees with the use of the aforementioned subprocessor by the Company as well as with the general use of subprocessor if the Company deems it necessary for the proper and timely provision of Service.

The User hereby acknowledges that processing of the data by the subcontractors may be subject to further Privacy Policies of these third parties.

11.4. Common provisions

The User assumes total responsibility for his further use of the Services from the moment the Services were provided by the Company.

The User agrees to indemnify, defend, and hold harmless Company, its employees and its Subcontractors from and against all losses, liabilities, expenses, damages, claims, demands and costs, including reasonable attorneys' fees and court costs, relating to or arising from any violation of the Contract by the User.

11.5. Cookies

The Company may use cookies, pixels or similar technologies to collect some of the non-personal information described in Section 11.1 of the Terms.

Cookies may be saved to User's devices to achieve functional connection and reactions of the Website, personalization of the advertisements, service offerings and find out the User's preferences.

The Company uses or may use the following third-party solutions:

- i. Google Tag Manager is a tag management system created by Google. It is used for tracking and analytics on our website. It sends collected anonymous information to Google Analytics.
- ii. Google Analytics is a web analytics service that tracks and reports web traffic. This service produces first-party, long-term cookies. Google Analytics is used on many pages regularly to generate anonymous statistics regarding the use of the site.
- iii. Google AdWords is an online advertising service that uses cookies and keywords to increase our website relevance within googling.
- iv. Doubleclick.Net is an online advertising service created by Google used to create advertising campaigns and target advertising.

When the User manages cookies in the browser, the User can decide which type to enable or disable. As mentioned above, if the User disables the use of all cookies, some parts of the Website and/or Software may become malfunctioning.

For more information how to set your cookies in your browser, please visit following support pages:

- i. Google Chrome
- ii. Mozilla Firefox
- iii. Microsoft Edge
- iv. Safari
- v. Opera

For more information about cookies and their use, see AboutCookies.org.uk or reach us any time by our contact e-mail. You can also use solutions like <https://www.cookiebot.com/> and/or use the developer console to find out the retention period.

11.6 The Users rights and obligations

Users have the right to access, correct, delete, or transfer their personal data, subject to applicable laws. The Company provides mechanisms for Users to exercise these rights and will handle such requests in accordance with legal requirements.

If the User thinks that the personal data is not processed in a proper way, e.g. unlawfully or in a way that is privacy infringing, the User can:

- i. ask the Company for the explanation by sending an e-mail and/or contacting the Company via Website;
- ii. exercise the right to object processing based on legitimate interest and ask for a removal of the unlawful situation via e-mail and/or contacting the Company via Website, (e.g. by blocking, repairing, renewal, addition, or disposal of the data). The Company shall decide about the objection without undue delay (no later than 30 days);
- iii. furthermore, the User can always use the right to help guaranteed by the data protection authorities (you can find a list of data protection authorities available in EU at (http://ec.europa.eu/newsroom/article29/item-detail.cfm?item_id=612080) and/or ultimately file a complaint to the aforementioned data protection authority

Last but not least, the User has a right to ask and request what data and how are processed by the Company by sending a request via e-mail and/or via the contact form on the Website.

The User is obliged to inform the Company about any changes in User's personal data (with or without the previous request made by the Company) to achieve processing of up-to-date data.

12. Final Provisions

12.1. Persistent provisions

The provisions hereof concerning the Confidential Information remain valid after the termination of the Contract if the nature of the obligations resulting therefrom allows that.

12.2. Proportionality

The User acknowledges that the provisions, disclosures, and disclaimers set forth in the Terms are fair and reasonable and that the legally binding agreement to follow and be bound by the Terms is not the result of fraud, duress, or undue influence and that the provisions, disclosures, and disclaimers set forth in the Terms are not grossly disproportionate to the services provided by the Company.

12.3. Invalidity of provisions

If any provision of the Terms and/or the Contract is found by a court of competent jurisdiction to be invalid, the parties nevertheless agree that the court should endeavor to give effect the parties' intentions as reflected in the provision, and the other provisions of the Terms shall remain in full force and effect.

12.4. Failure to exercise or enforce rights

The failure of the Company to exercise or enforce any right or provision of these Terms or the Contract shall not constitute a waiver of such right or provision.

12.5. Applicable law and jurisdiction of courts

These Terms and the Contract are subject to the laws of the Czech Republic. Czech courts have jurisdiction to decide on the potential disputes relating to these Terms and the Contract as well as to the Services.

The parties agree that the court having territorial jurisdiction is the general court of the Company.

12.6. Modification of these Terms

The Company may unilaterally modify or add to these Terms.

The Company will inform the Users about every such modification by appropriate means at least 14 days before the modifications come into effect.

In the event that the User does not wish to be bound by the proposed change of the Terms, the User has the right to reject the change and terminate the Contract within 14 days. If the User does not terminate the Contract within 14 days of being notified of a change to the Terms, the User will be deemed to have agreed to the new Terms.

12.7. Effect of these Terms

These Terms come into effect on **December 20, 2023**.