TERMS OF BUSINESS

of Shopingy s.r.o.

for purchase and use of the "SHOPINGY MALL ANALYSER" application

I.
Introductory provisions

1. These terms of business (the "**Terms**") of Shopingy s.r.o., identification no.: 089 87 220, with its registered office at Hošťálkova 704/10, Břevnov, 169 00 Prague 6, registered in the Commercial Register maintained by the Municipal Court in Prague, under File C 328737 ("**Shopingy**" or the "**Provider**"), regulate in more detail the rights and obligations between Shopingy as a provider and customers (the "**Customer**" jointly with the Provider hereinafter also referred to as the "**Parties**") when providing services that the Provider provides through the Shopingy Mall Analyser application (the "**Application**").

2. These Terms govern the rights and obligations between the Provider and the Customer who decides to use the Application and to whom the Provider establishes access to the Application for a fee or free of charge.

3. The use of any other terms of business, in particular the Customer's terms of business, is excluded for contracts concluded between the Provider and the Customer.

II.
Definition of basic terms

1. "**Customer**" – A customer can only be a business, i.e. a person who independently carries out a gainful activity on his own account and responsibility under a trade licence or in a similar manner with the intention of doing so systematically in order to make a profit. A customer cannot be a natural person who acts outside his business activity, i.e. a consumer.

2. "**Application**" – The Provider executes property rights to the Shopingy Mall Analyser application, which monitors rental premises in shopping centres and other locations, their occupancy by specific tenants and, where applicable, the extent of use of premises by specific tenants or entities in a similar relationship. Based on this data, it processes statistics that can be further used for the development of business centres or individual businesses, and which can be used by other entities that are interested in the Application. Where the Terms refer to the establishment of access to the Application, this means particularly the disclosure of data that the Provider processes through the Application.

III.
Binding nature of the Terms

1. By sending an order for access to the Application, as well as other possible acts leading to the conclusion of a contract under which the Customer obtains access to the Application, the Customer confirms that it has read these Terms before concluding the contract and that it

expressly agrees with them (in the wording valid and effective at the time of sending the order) and undertakes to abide by them.

2. The Terms are available on the Provider's website, which does not exclude their being accessed by the Customer in another form (by e-mail or in another way).

IV.
Licence agreement

1. The Provider is the exclusive holder and executor of the property rights of copyright to the Application; however, the Application may contain elements or data licensed or provided to the Provider by third parties, in which case the Provider declares that it is entitled to use, further distribute and provide such data to the Customer and has all necessary rights to them. The Provider retains all rights, including all intellectual property rights, to the Application. The Application contains copyrighted content (including, but not limited to, data, text, software, images, video, graphics, music, and audio).

2. By accessing the Application, the Provider grants the Customer a non-exclusive and non-transferable licence to the Application and the data in it, for the duration of the contract (as defined below). In the case of third-party data, by accessing the Application the Provider grants the Customer a non-exclusive and non-transferable sublicence to such data, and where these Terms refer to the licence, this provision applies *mutatis mutandis* to the sublicence. The Customer is entitled to use the data in the Application only for its own needs. The Customer is not entitled to (sub)license, assign or transfer the Application or the data in it. The Customer is not entitled to reproduce, distribute, publicly display, publicly present, rent, lend, participate in the transfer or sale of the Application or the data in it, modify, create derivative works or communicate the content of the Application in any way to third parties. The Application may also contain publicly available information that is not subject to copyright protection, in which case the Provider does not claim ownership or control of such information

3. The Customer is entitled, with the consent of the Provider and at its sole responsibility, to publish the individual output of the Application, and if such consent is granted, the Customer is obliged to state the source, i.e. the Application and the Provider. In the event of any permitted copying, redistribution or publication of protected outputs from the Application, the Customer may not alter or delete any information about the author, trademark legend or copyright notice of the Provider, and such distribution will not result in the transfer of any of the Provider's rights to the Application or its part.

V.
Ordering access to the Application, entering into a contract

1. When ordering access to the Application, the Customer makes an offer to the Provider to conclude a contract:

   a.   through the website https://mallanalyser.com/ (the "**web**");

   b.   by e-mail to info@shopingy.com or another e-mail of the Shopingy company.

2. The information about the Application listed on the website is for information purposes only and is not an offer or proposal for the conclusion of a contract. The proposal for concluding a contract with the Provider is the Customer's offer (order).

3. **The contract on access to and use of the Application (**the **"Contract") is created by confirmation of the Customer's order by the Provider, at the moment when the Provider issues an invoice based on the Customer's order**, which it sends to the e-mail address of the Customer that the Customer used when creating login details on the web. Section 1732 (2) of Act No. 89/2012 Coll., Civil Code (the "**Civil Code**"), will not apply.

4. To send an order, the Customer must create a profile on the website. The Customer will then access the Application interface through the profile, using the login name and password.

5. The Contract may be concluded in the Czech or English language, unless the Customer sends the offer to the Provider in another language and the Provider confirms the offer sent in this way.

VI.
Terms of delivery

The Application is made available to the Customer from the web interface without undue delay after the Provider records the payment for the Application.

VII.

Price and payment terms

1. The price for access to the Application and provision of the licence for the Application (the "**price**") is stated in the Provider's currently valid price list placed on the web ("Pricing" page) (the "**price list**"). The price list states prices without VAT, in euros (EUR). VAT will be added to the price in the statutory amount. The price includes any additional taxes, fees and similar monetary performance on the part of the Provider.

2. The price for access to the Application and the provision of a license to the Application may be negotiated between the Provider and the Customer differently from the price list and the price so negotiated shall prevail over the price stated in the price list (the price for access to the Application and the provision of a license to the Application negotiated individually and the price according to the price list are hereinafter referred to in these Terms without distinction as the "**price**").

3. Unless explicitly stated otherwise in the price list or the Contract, the price represents the price for one user access.

4. The Provider accepts the method of payment of the price for access to the Application by non-cash transfer to the Provider's bank account; the price will be deemed to have been paid on the day on which the relevant amount is credited to the Provider's bank account.

5. The price must always be paid by the Customer before access to the Application is established, unless otherwise agreed between the Parties.

6. The Customer acknowledges that there may be cases where no contract is concluded between the Parties, in particular where the Customer orders the Application at a price published in error due to an error in the internal information system. In such a case, the Provider is entitled to withdraw from the contract, even after the Customer has received an e-mail confirming its order. In such a case, the Provider will inform the Customer of such a fact. In particular, these are cases where the price of the Application is at first glance incorrect, the price of the Application has one or more digits added or missing.

VIII.
Liability of the Provider

1. The Provider is only responsible for ensuring that the data in the Application is the same as the data provided to it by its business partners or which it processes with automated software or manually from public sources. Although the Provider makes the necessary efforts to regularly update the content and data displayed in the Application, it is necessary to verify the information provided in the Application with other sources as well. The Provider is in no way liable for how the Customer uses the information contained in the Application. The Provider is also not liable for the correctness, accuracy and any use of the information and data contained in the Application, in particular for any consequences of decisions made on the basis of the information and data contained in the Application.

2. Even if any damage arises in connection with the Application for which the Provider would be liable despite the provisions of these Terms, the obligation to compensate for it is limited to the amount of the price. The Provider is not liable for any person other than the Customer.

IX.
Rights arising from defective performance and complaint procedure

1. The period for exercising the rights arising from defective performance begins on the day the Application is made available to the Customer.

2. Rights arising from defective performance (complaints) can be exercised without undue delay by e-mail to info@shopingy.com or through the Application interface.

3. The notification of a defect must contain the Customer's corporate name or name, address, telephone number, e-mail address, invoice number and description of the defect in the Application being claimed.

4. The Customer is obliged to thoroughly check the Application and immediately notify the Provider when accessing the Application of any obvious defects in the Application or defects that prevent the Customer from using the Application in a material way. Hidden defects must be reported by the Customer to the Provider immediately after their discovery (after the Customer has been able to detect them upon exercising sufficient care). If the Customer does not fulfil any of the obligations pursuant to this paragraph, the rights arising from defective performance will not be granted to the Customer.

5. If a defect occurs in the Application that is a material breach of the contract, the Customer has the right to rectification of the defect. If the Provider does not rectify the defect in time, the Customer may request a discount on the price or withdraw from the contract. Other rights arising from defective performance are expressly excluded.

6. The Provider will decide on the complaint within 30 days from the day when it received the notification of the defect in the Application. The Provider will inform the Customer about how the complaint will be handled. The complaint will be handled without undue delay, no later than 90 days from the date of the complaint.

7. The Customer acknowledges that it is obliged to provide the Provider with cooperation for the handling of the complaint, otherwise the deadlines will be adequately extended by the time in which the Customer did not provide the required cooperation.

8. After the complaint has been handled, the Provider will inform the Customer either by e-mail or in the Application interface.

X.
Protection of personal data

1. Personal data are processed in accordance with Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016 on the protection of individuals 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) and other relevant legislation.

2. The personal data controller is the Provider, Shopingy s.r.o., identification no.: 089 87 220, with its registered office at Hošťálkova 704/10, Břevnov, 169 00 Prague 6, registered in the Commercial Register maintained by the Municipal Court in Prague under File C 328737, e-mail: info@shopingy.com, tel.: +420 727 880 729.

3. The Provider, as the controller, will process the information provided by the Customer during the conclusion of the contract. This includes, in particular, the first name, surname, address, contact details (e-mail, telephone), invoicing details and information on the conclusion of the contract and the use of the Application. Personal data will be processed only for the purpose and in connection with the performance of the contract and to the extent specified below, where applicable, for the Provider's marketing communications. However, personal data will be used for marketing communications only to the extent and under the condition that the relevant legal regulations are met. The Customer can unsubscribe at any time from e-mail marketing communications, for which only the Customer's electronic contact will be used, by clicking on the link in each e-mail containing marketing communication.

4. Personal data will not be automatically transferred or made available to third parties. An exception is the possible handover to a state body and persons in accordance with the law (e.g. the Police of the Czech Republic) and further handing over to persons who provide certain services for the Customer, namely:

   a. to entities to which data are provided under concluded contracts concerning activities performed by the Provider, to which the Provider assigns to the extent necessary to

perform activities related to the need for data processing (processing entities), e.g. persons providing the Provider with services, IT system operators, payment system operators, the Provider's accounting, tax and legal advisors and auditors;

b. to the authorities or entities to which the data will be disclosed with the possible consent of the data subject.

5. The legal reason for processing personal data is the contract that the Customer has concluded with the Provider and without which the Application would not be made available to it. Failure to provide or delete personal data renders the conclusion or fulfilment of the contract impossible.

6. Personal data will not be transferred to any third country or international organisation that does not provide adequate protection of personal data.

7. In connection with the processing of personal data, the Customer has the right to access, correct or delete personal data, or processing restrictions. Furthermore, the Customer has the right to object to the processing, as well as the right to transfer data to another controller.

8. In connection with the protection of personal data, the Customer or the data subject has the right to file a complaint with the Office for Personal Data Protection. All information and contacts can be found on the Customer's website: https://www.uoou.cz/.

9. Personal data will be processed only for the duration of the contract, at most for the period during which the claims under the contract will be enforceable in court, i.e. usually for another 3 years. Personal data required by law to be processed will be processed for as long as required by law. At the end of the processing period, personal data are then destroyed without delay.

10. There is no automated decision-making, including profiling, when processing personal data.

XI.
Contract duration, amendments, possibility of termination

1. The contract is always concluded for one (1) year. If the Customer does not deliver to the Provider an expression of intent indicating that the Customer is not interested in continuing the contract at least two months before the end of the contract, the contract will be automatically extended by one more year, even repeatedly. Following the extension of the contract, the Provider will issue an invoice to the Customer for the price for the next period of the contract, which the Customer is obliged to pay, while the amount of the price is governed by the price list valid as of the last day on which the Customer could deliver an expression of intent to terminate the contract.

2. If the Provider makes an extension to the Application available during the contract, these Terms also apply to this extension. If the extension is charged according to the price list, especially in the case of new functionality or a separate module, the Parties may agree to extend the contract, through an amendment to the contract, which will be concluded in a manner similar to the contract itself. In the event of termination of the contract, all its

amendments also expire, and the Provider is entitled to the full price for the extension, regardless of the period for which the Customer could use this extension.

3. The Provider is entitled to terminate the contract concluded on the basis of these Terms with immediate effect if (i) the Customer is in arrears of payment of the price or (ii) the Customer breaches any provision under the Terms and this contract, especially the licence agreement.

4. Termination can occur by simply disabling the Application for the Customer.

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XII.
Other provisions

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1. These Terms, except for the price provisions and related provisions, also apply to free-of-charge access to the Application.

2. If written action is required, electronic means will suffice.

3. The Customer hereby assumes the risk of a change of circumstances within the meaning of Section 1765 (2) of the Civil Code.

4. The Provider is entitled to use the corporate name, logo or other designation of the Customer (or its product or service) for the purpose of marketing communication, specifically for the purpose of presenting the Customer as a client of the Provider. The Provider is obliged to proceed in such a way as not to reduce the seriousness of such a designation.

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XIII.
Effectiveness of the Terms

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1. These Terms come into effect on 26 July 2023 and replace all previously valid terms of business of the Provider.

2. The Provider is entitled to unilaterally change the Terms and price list in full at any time. The change is notified to the Customer by publication on the website and takes effect upon publication on the website. If the Customer does not agree with the change of the terms of business, it has the option to terminate the obligation within 15 days from the date of publication of the changed terms of business on the website, which is considered long enough to procure similar services from another supplier.

3. These Terms, as well as individual contracts concluded between the Parties, are governed exclusively by Czech law, in particular the Civil Code. The application of conflict-of-law rules of private international law is excluded.

4. The general courts of the Czech Republic, specifically the locally competent court for the registered office of the Provider, have exclusive jurisdiction to resolve all disputes related to the Application.