TERMS AND CONDITIONS

of Defense Ventures s.r.o., ID No.: 21622752, with registered office at Lublaňská 267/12, Vinohrady, 120 00 Prague 2, registered in the Commercial Register maintained by the Municipal Court in Prague, Section C, Insert 403846 (hereinafter referred to as the "**provider**")
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Website: reconwave.com (hereinafter referred to as the "**website**")

I. Introductory Provisions

1. The provider operates a service called Recon Wave Search at the address: search.reconwave.com, which is designed to browse the global reverse-dns dataset (hereinafter referred to as the "**application**"). The exact specifications and functionalities of the application are listed on the website. The application is a copyrighted work under Section 2 of Act No. 121/2000 Coll., on Copyright and Related Rights and Amendments to Certain Acts (Copyright Act), as amended (hereinafter referred to as the "**Copyright Act**").

2. The provider allows access to the application for natural persons and legal entities - entrepreneurs and consumers (hereinafter referred to as "**users**" or "**user**"), who register for the application as described below.

3. These terms and conditions (hereinafter referred to as the "**terms and conditions**") are issued in accordance with Section 1751 et seq. of Act No. 89/2012 Coll., Civil Code, as amended (hereinafter referred to as the "**Civil Code**") and govern the mutual rights and obligations of the provider and the user arising from the digital content provision contract, the subject of which is the access to and use of the application by the user (hereinafter referred to as the "**contract**"). Based on the contract, the provider agrees to provide access to the application, and the user agrees to pay the agreed price.

4. These terms and conditions are an integral part of the contract. Deviating provisions in the contract take precedence over these terms and conditions.

5. The condition for using the application is the user's consent to these terms and conditions. The user acknowledges that the provider is entitled to amend and supplement these terms and conditions. Changes to the terms and conditions do not affect the rights and obligations established under the previous version of the terms and conditions. In the event of changes to the terms and conditions, the provider will inform users through the application. The user will review the new version of the terms and conditions upon their first login to the application after the new version has been issued.

6. The contract and these terms and conditions are concluded in Czech and English.

II. Information about the Application and Pricing for Using the Application

1. The website provides information about the application, including its main features and the pricing for using the application (hereinafter referred to as the "**subscription**"). The subscription is listed as a fee for using the application for one month. The subscription includes all associated fees and taxes that the user is obliged to pay for using the application under applicable legal regulations and is valid for as long as it is displayed on the website. This provision does not exclude the possibility of agreeing on an individual subscription.
2. The provider notes that all presentations of the application and its other services are for informational purposes only, and the provider is not obligated to enter into any contract regarding this application or services (Section 1732(2) of the Civil Code does not apply).
3. The provider offers both a free and paid version of the application. Specifications for each version are listed on the website (search.reconwave.com/about). The provider reserves the right to change the application versions' specifications at any time.

III. Registration for the Application, Contract Conclusion

1. The condition for concluding a contract between the provider and the user is registration for the application on the website and selecting the application version (free or paid). The user registers via their Google or GitHub account. By registering, the user consents to these terms and conditions and the privacy policy. The user agrees to comply with these terms throughout the contract duration.

2. In the case of registration and providing user information, the user is required to provide complete, accurate, and truthful information. The information provided by the user during registration is considered correct by the provider. In the event of any changes to the provided information, the user is obliged to inform the provider of such changes.

3. Upon completing registration, the user will receive a confirmation email. The contract between the user and the provider is concluded upon sending this confirmation email.

4. The user acknowledges that in case of a breach of these terms and conditions or if the provider records any due monetary or non-monetary claims against the user, the provider is entitled to temporarily disable access to the application until all obligations to the provider are fulfilled.

5. After registration, a user account is created within the application. The user then accesses the application solely through their user account, which is accessed via the website's interface. The user is obliged to maintain confidentiality regarding the login details for their user account. The user is not permitted to share their user account with third parties. The provider is not responsible for any misuse of the user account by third parties.

6. The user acknowledges that the user account and application may not be accessible continuously, particularly due to maintenance of hardware and software by the provider or third parties.

7. The provider is entitled to delete a user account, especially if the user has not used the account for more than 2 years (i.e., more than 2 years have passed since the user last logged in), or if the user has violated the contract or these terms and conditions.

IV. Pricing and Payment Terms

1. The price is listed in the provider's price list published on the website. The provider is entitled to change the price list unilaterally. Any changes to the price list take effect from the date of publication on the website, unless the provider specifies a later effective date. The user is required to pay the new price from the next billing period following the effective date of the change in the price list.

2. The price must be paid in advance before the period for which the user has access to the full functionality of the application begins.

3. The user pays the price online via a credit card through the Stripe payment gateway. When making the payment, the user follows the instructions of the relevant electronic payment provider.

4. By paying for the paid version of the application, the user agrees to set up automated recurring payments. By registering for the application, the user authorizes the provider to automatically charge the price for the period in which the user uses the application from the user's credit card uploaded into the payment gateway.

5. The user may terminate the automated recurring payments by stopping the use of the application (deleting the user account) or canceling the subscription in the user account settings and switching to the free version of the application. If the user switches to the free version, they will continue to have access to the paid version until the end of the period for which they have already paid.

6. The subscription is considered paid upon receipt of the payment to the provider's payment gateway account. An invoice for the subscription payment is accessible to the user in their account settings.

7. The provider does not require any deposit or similar payment from the user. Payment of the price before accessing the application for the upcoming period is not considered a deposit.

V. Access to the Application

1. The provider will provide access to the application without undue delay after registration is completed and the price is paid. By registering for the application, the user, if a consumer, expressly agrees that the provider will provide access to the application, as

digital content, before the expiration of the statutory 14-day withdrawal period. The user acknowledges that by giving this consent, they lose the right to withdraw from the contract according to Section 1837(l) of the Civil Code.

2. The contract is concluded for an indefinite period. During periods for which the user has not paid the subscription, access to the application is provided in a limited scope only.

3. The user is entitled to terminate the subscription at any time. The termination of the subscription can be done through the user account. If the subscription is terminated, the user will have access to the full scope of the application only until the end of the period for which the subscription has been paid.

VI. Termination of the Contract

1. In the event of contract termination, the user's account will be deleted, and access to the application will be revoked.

2. The user is entitled to terminate the contract at any time by deleting their account. The user may cancel the account themselves through the user account settings or send a request for account cancellation to the provider's email address specified in these terms and conditions. The provider must comply with the request without undue delay after receiving it. If the user is using the paid version of the application, they are not entitled to a refund for the unused portion of the subscription period after the account cancellation.

3. The user is also entitled to terminate the contract if the provider changes the terms and conditions per Article I, paragraph 5, and the user disagrees with the changes. The user may terminate the contract by deleting the account or by sending a cancellation request as per paragraph 2 of this article.

4. A consumer user may withdraw from the contract in accordance with Section 2389h of the Civil Code. A user may withdraw from the contract if the provider delays providing access to the digital content and fails to fulfill its obligation promptly after being called to do so by the user or within an agreed additional period. A user may also withdraw from the contract without any additional period if it is evident from the provider's declaration or the circumstances that the provider will not provide the digital content, or if the performance in the agreed time is necessary according to the contract or circumstances.

5. A consumer user can withdraw from the contract by filling out the withdrawal form available on the website. If the contract is withdrawn by a consumer user, the provider will also delete the user account.

6. Unless otherwise agreed, the contract will terminate on the date the user account is deleted or when the withdrawal or termination notice is received by the other party, whichever occurs first.

VII. Terms of Use and Licensing Agreement

1. The user is entitled to use the application solely for purposes specified in the terms and conditions and according to the application specifications listed on the website. The user must use the application in compliance with legal regulations.

2. The user is not entitled to provide third parties access to the user account within the application.

3. The user must not use methods that could negatively affect the operation of the application and must refrain from any activity that would allow them or third parties to unauthorizedly interfere with or use the software or other components of the application. The user must not use the application or its parts in ways that conflict with its intended purpose.

4. The user acknowledges that the application is a copyrighted work under the Copyright Act and is protected by copyright law. The user agrees not to engage in any activity that would allow unauthorized use of the application by themselves or third parties.

5. The user must not copy, reproduce, or duplicate the application or its parts and distribute copies of the application or its parts.

6. The user must not modify the source code of the application, perform reverse analysis, recompile, or convert the source code of the application, or provide access to the source code to third parties.

7. The user must not imitate the application or any of its parts or functionalities.

8. The obligations specified in paragraphs 3 to 7 of this article shall continue even after the termination of the contract.

VIII. Compatibility and Interoperability Information

1. The application is provided in English.

2. The application is accessible on the website only after prior registration. To use the application properly, the user must have appropriate hardware and software, including an internet browser and internet access. The use of the application is compatible with standard operating systems that support internet access and browsing.

3. If the user has not paid the subscription, the provider is entitled to fully block the user's access to the application or restrict its functionalities.

4. The provider is not obligated to provide updates to the application.

IX. Change of Application

1. The provider is entitled to change the application for valid reasons (particularly to improve the current level of functionality), including adding, modifying, limiting, or removing certain functionalities.

2. If the change significantly reduces the user's access to or use of the application, the provider will inform the user in advance via the email address provided in the user account settings about the nature of the change, its timing, and the right to terminate the contract in accordance with paragraph 3 of this article.

3. A user who is a consumer may terminate the contract without penalty if a change significantly worsens their access to or use of the application, within 30 days from the date they were notified of the change or from the moment the application was changed, whichever occurs later. The provisions of Sections 2389n to 2389p of the Civil Code shall apply similarly to the contract termination.

X. Liability for Defects

1. The rights and obligations of the parties regarding the provider's liability for defects are governed by the relevant statutory provisions (in particular, Sections 1914 to 1925 of the Civil Code, and for consumer users, also Section 2389g and following sections of the Civil Code and the Consumer Protection Act No. 634/1992 Coll.).

2. The user may report a defect that appears or occurs during the term of the contract.

3. If the user discovers a defect in the application, they must notify the provider without undue delay. The provider must correct any defect reported by a consumer within 30 days of receiving the defect notification. For defects reported by a business user, the provider is obliged to correct the defect within a reasonable time, depending on the severity of the defect.

4. The provider notes that the proper functioning of the application requires the user to have the necessary hardware, software, and internet connection. If the user does not have such equipment, the provider is not obligated to prove that the application is provided without defects.

5. The provider notes that the application collects publicly available data from the internet, and it does not verify the accuracy, validity, or completeness of such data. Errors in the application data are not considered defects.

XI. Special Provisions Regarding Defective Performance in Contracts with Consumers

1. If the application has a defect, the user may request its removal, unless it is impossible or disproportionately costly; this is assessed primarily with regard to the significance of the defect and the value the digital content would have without the defect. The provider is obliged to remove the defect within a reasonable time after it is reported in a way that does not cause significant inconvenience to the user, taking into account the nature of the application and the purpose for which the user requested it.

2. The user may request a reasonable discount or withdraw from the contract if:

a. The provider has not removed the defect as per paragraph 1 of this article, or it is clear from the provider's statement or the circumstances that the defect will not be removed within a reasonable time or without significant inconvenience to the user,
b. The defect reappears after it has been removed,
c. The defect is a significant breach of the contract.

3. A reasonable discount is determined as the difference between the value of the digital content without the defect and the value of the defective digital content provided to the user. If the digital content is provided for a specific period, the discount also takes into account the period during which the defective content was provided; the user is entitled to a discount even if they withdraw from the contract.

4. The user cannot withdraw from the contract if the defect in the digital content is insignificant; it is presumed that the defect is not insignificant.

5. If the user withdraws from the contract, they must refrain from using the digital content, including providing it to third parties. The provider may prevent the user from further using the digital content, in particular by blocking access to the digital content or the user account.

6. Monetary amounts that the provider is obliged to return to the user due to defective performance will be refunded by the provider at their own expense without undue delay, but no later than fourteen days after the user has exercised the relevant right regarding the defective performance. The refund will be made using the same method that the user used to pay the subscription, unless the user expressly agrees otherwise and incurs no additional costs.

7. When asserting the right regarding defective performance (making a claim), the user is required to specify the defect or describe how the defect manifests itself and indicate how they wish the claim to be resolved. The user submits the claim to the provider's email address as specified in these terms and conditions.

8. A user entitled to compensation for defective performance is also entitled to reimbursement of expenses reasonably incurred when asserting this right. If the user does not assert the right to reimbursement within one month after the period in which the defect must be reported has expired, the court will not grant the right if the provider argues that the claim for reimbursement was not made in time.

XII. Limitation of Provider's Liability

1. The provider is not liable for any damages caused to the user due to incorrect data in the application.

2. In other cases, the provider's liability is limited to the amount of the subscription fee for one month of using the application.

3. The user is liable to the provider for any damages caused by violating the contract or these terms and conditions.

XIII. Final Provisions

1. The provider and the user may communicate via email regarding the contract. The provider will send emails to the address listed in the user's account, and the user will send emails to the provider's address listed in these terms and conditions.

2. All agreements between the provider and the user are governed by the laws of the Czech Republic. If the contract has an international element, the parties agree that Czech law will apply. This does not affect consumer rights under applicable laws.

3. If the user is not a consumer, Sections 2389a to 2389u of the Civil Code do not apply.

4. The user assumes the risk of changes in circumstances under Section 1765(2) of the Civil Code.

5. The user may transfer rights and obligations from the contract to a third party only with the provider's prior written consent.

6. The provider may transfer rights and obligations from the contract to a third party without the user's prior consent.

7. The contract between the user and the provider is stored in electronic form and is not accessible.

8. For out-of-court dispute resolution, the Czech Trade Inspection Authority, headquartered at Gorazdova 1969/24, 120 00 Nové Město, ID: 000 20 869, internet address: adr.coi.cz/cs, is competent. The platform for online dispute resolution at ec.europa.eu/consumers/odr can be used for resolving disputes between the provider and the user under the contract.

9. The European Consumer Centre Czech Republic, website: www.evropskyspotrebitel.cz, is the contact point according to Regulation (EU) No 524/2013 of the European Parliament and of the Council of 21 May 2013 on online dispute resolution for consumer disputes and amending Regulation (EC) No 2006/2004 and Directive 2009/22/EC (Regulation on consumer online dispute resolution).

10. The provider is authorized to conduct business based on a trade license. Trade inspections are carried out by the relevant trade office. The Czech Trade Inspection Authority supervises compliance with Act No. 634/1992 Coll., on Consumer Protection.

11. Users may send complaints to the provider at the email address listed in these terms and conditions. The provider will inform the user about how the complaint was resolved via the email address from which the complaint was sent.

These terms and conditions come into effect on September 1, 2024.