

TERMS AND CONDITIONS

This Agreement was last revised on April 15th, 2023.

I. INTRODUCTION

www.referator.cz (“website”),
www.ensayador.com (“website”) welcomes you.

The services offered by our website are subject to the terms and conditions outlined in this agreement. We reserve the right to modify this agreement without prior notice, and it is important for you to review these terms and conditions carefully. By using our website, you acknowledge that you have read, understood, and accepted the terms of this agreement, as well as our Privacy Policy, which is considered an integral part of this agreement. If you do not agree with these terms, please refrain from accessing or using our website.

II. DEFINITIONS

- **"Agreement"** encompasses this set of Terms and Conditions, the Privacy Policy, and any other relevant documents provided by the Website.
- **"Service"** or **"Services"** refers to any service offered by Company101 S.R.O through our Website.
- **"User"**, **"You"**, and **"Your"** refer to anyone who accesses our Website to avail themselves of our services, including but not limited to individuals, companies, partnerships, sole traders, bodies corporate, and associations.
- **"We"**, **"us"**, and **"our"** refer to company101 s.r.o., registration number: 08269980,
- **"Website"**, “referator.cz” refer to "<https://www.referator.cz>", "<https://www.ensayador.com>", any future versions of the Website, or any affiliates thereof.
- **"User Account"** refers to an electronic account opened by a customer for the purpose of availing themselves of the various services offered on our Website.

III. INTERPRETATION

- The term "includes" should be understood as "without limitation", and all references to singular shall encompass the plural, and vice versa.
- Regardless of the specific number and gender used, words in this Agreement shall be deemed to include any other number, gender, or tense as context requires.
- Reference to any statute, ordinance, or other law shall include all regulations, instruments, consolidations, amendments, re-enactments, or replacements that are currently in force.
- Headings, bold typing, and italics (if any) have been included for convenience only and shall not limit or affect the meaning or interpretation of the terms of this Agreement.

IV. INTRODUCTION AND SCOPE

- **Scope.** These terms apply to your use of the website and its services, except as otherwise specified. Third-party products or services are subject to their respective terms of service.
- **Eligibility:** Certain website services are restricted to users over 18 years old and to users who have not been suspended or terminated from the system by us.
- **Electronic Communication:** By using the website or sending electronic communications from your device, you consent to receive electronic communications from us. These communications will be provided in the same format. You may retain copies of these communications for your records.

V. SERVICES

Referator.cz is your AI-powered writing assistant tool. Our mission is to provide you with a reliable and efficient platform that assists you in generating quality content for various purposes. Whether you are a student working on an academic paper, a professional creating business

documents, or simply someone looking for inspiration in writing, we are here to support you every step of the way.

At referator.cz, we understand the challenges and time constraints that come with writing. That's why we have developed an advanced AI technology that leverages natural language processing and machine learning algorithms to assist you in creating well-structured, coherent, and engaging content. Our AI writing assistant is designed to offer suggestions, provide helpful insights, and enhance your writing process, enabling you to express your ideas more effectively.

VI. MODIFICATIONS TO THE SERVICE

We retain the right to modify these terms, including adding, removing, modifying, or altering any part, at our sole discretion and at any time. We may notify you of such changes by sending an email to the address associated with your linked account or by publishing a revised version of these terms on our website that incorporates the changes. Your continued use of the website after the changes have been posted signifies your acceptance and agreement to the modifications.

VII. USER CONTENT

A. Content Responsibility.

The website enables you to share content, post comments, and provide feedback, referred to as "Content". Nevertheless, you are solely responsible for any Content you post and acknowledge that you have obtained the necessary permission to use it.

Please be advised that the Content you post on the website should not contain any of the following:

- Ill-mannered, profane, abusive, racist, or hateful language or expressions, text, photographs, or illustrations that are pornographic or in poor taste, inflammatory attacks of a personal, racial or religious nature;
- Defamatory, threatening, disparaging, grossly inflammatory, false, misleading, fraudulent, inaccurate, unfair, contains gross exaggeration or unsubstantiated claims;

- Violates the privacy rights of any third party, is unreasonably harmful or offensive to any individual or community;
- Discriminates based on race, religion, national origin, gender, age, marital status, sexual orientation, or disability, or refers to such matters in any manner prohibited by law;
- Violates or inappropriately encourages the violation of any municipal, state, federal, or international law, rule, regulation, or ordinance;
- Transmits viruses or other harmful, disruptive, or destructive files;
- Sends repeated messages related to another user and/or makes derogatory or offensive comments about another individual or repeats prior posting of the same message under multiple emails or subjects;
- Information or data that are unlawfully obtained.

Please note that any submitted content that includes the above will be refused, and if repeated violations occur, we reserve the right to cancel user access to the website without advanced notice.

VIII. USE OF SERVICES

While we strive to provide accurate and reliable information, we do not guarantee the accuracy, completeness, or usefulness of the content generated by the AI. You acknowledge that any reliance on the content generated by the AI is at your own risk, and we shall not be liable for any issues or consequences arising from such use.

User Responsibility: You are solely responsible for your use of the Service. You agree to use the Service in compliance with all applicable laws, regulations, and these Terms. You also acknowledge that the use of the Service does not create an attorney-client relationship or any other professional relationship between you and the Owner Company.

IX. TOKEN AND CHALLENGES

Tokens: The Service offers the option to purchase tokens, which can be used to access additional features. Tokens can be obtained by making a payment through Stripe or by watching advertisements. The availability and pricing of tokens are subject to change at the discretion of the Owner Company.

Challenges: Users may also choose to participate in challenges to earn tokens or access certain features. These challenges involve filling out a form or performing some other user action. Please note that challenges are processed through a third-party service, and the Owner Company does not assume any responsibility for the content of the challenges or advertisements. Your decision to participate in challenges and provide any information is solely at your discretion.

X. PAYMENT POLICY

1. Payment Options

Token Purchases: The Service offers the option to purchase tokens, which can be used to access additional features. Tokens can be obtained by making a payment through Stripe, a secure third-party payment processor. By making a payment for tokens, you agree to comply with Stripe's terms and conditions.

Advertisements: Alternatively, users can earn tokens by watching advertisements. The availability and type of advertisements may vary, and the Owner Company does not guarantee the availability or functionality of any specific advertisement.

2. Pricing and Currency

Token Prices: The prices for tokens are displayed on the Service and are subject to change at the discretion of the Owner Company. The prices may vary based on factors such as the quantity of tokens purchased and any ongoing promotions or discounts.

Currency: All prices displayed on the Service are in the currency specified by the Owner Company. The currency used for transactions may depend on your location and the payment method you choose.

3. Payment Processing

Third-Party Payment Processor: All payments made through the Service are processed by Stripe, a third-party payment processor. The Owner Company does not store or have access to your payment information. By making a payment, you agree to comply with Stripe's terms and conditions and acknowledge that the Owner Company shall not be liable for any issues or disputes arising from the payment process.

Payment Verification: The Owner Company reserves the right to verify and validate payments before tokens are credited to your account. This may involve requesting additional information or documentation from you to ensure the security and legitimacy of the transaction.

4. Refunds

Token Purchases: Due to the nature of the content provided by the Service, which is software-based and directly consumable, refunds for token purchases are not possible. Once tokens are credited to your account, they cannot be returned or refunded.

Unauthorized Transactions: In the event of an unauthorized or fraudulent transaction, please contact us at as soon as possible. We will investigate the matter and take appropriate actions to resolve the issue.

5. Taxes

Value Added Tax (VAT): The prices displayed on the Service may be inclusive or exclusive of Value Added Tax (VAT), depending on your location and the applicable tax regulations. The Owner Company will collect and remit any required VAT as mandated by the relevant authorities.

Other Taxes: You are responsible for complying with any other applicable taxes or duties imposed by your local jurisdiction, including but not limited to income taxes or sales taxes.

XI. LIMITED GUARANTEE

This website provides you with the opportunity to access our products and services. However, we do not warrant or guarantee that the descriptions of our products and services are entirely accurate, reliable, up-to-date, or free from errors. If you identify any discrepancies between our offerings and their descriptions, kindly notify us so that we may take appropriate action.

XII. GEOGRAPHIC RESTRICTION

We retain the right, at our discretion, to restrict the usage or provision of any product or service to any individual, location, or jurisdiction, but are not obliged to do so. We may exercise this right as required.

XIII. USER RESPONSIBILITIES

- While using our website and services, you agree to use them only for lawful purposes and in compliance with applicable laws.
- You agree not to upload any content that is defamatory, infringes any trademark, copyright, or other proprietary rights, violates anyone's privacy, contains violent or hateful speech, or discloses sensitive information about any person.
- You agree not to use or access our website for collecting market research for a competing business or for any illegal purpose, and not to misrepresent or impersonate any person or entity.
- You agree not to use any virus or hacking tool to interfere with the website's operation or data and files, and not to use any device, scraper, or automated tool to access the website without our permission.
- You agree to inform us promptly of any inappropriate or illegal content you encounter on our website.
- You agree not to interfere with the website's operation, including its advertisements and safety features, and not to overload our technical infrastructure.
- You acknowledge that we have the right to monitor and review the website's access and content, and to deny you access or remove any content in our sole discretion without notice.
- If you discover any infringing or illegal content, please let us know and we will review it, but we are not obligated to do so.

XIV. GENERAL CONDITIONS

- The information listed by us on the website is not guaranteed to be accurate, complete, valid, or timely.
- In the event of any material changes to these terms and conditions, we may notify you through a prominent notice posted on the website or via email communication.
- The website is licensed to you for your business use in connection with the Service on a limited, non-exclusive, non-transferable, and non-sublicensable basis, subject to all the terms and conditions of this Agreement that apply to the Service.
- You acknowledge and agree that we are not responsible for addressing any claims made by you or any third party concerning the website.
- Both you and we agree to comply with any applicable third-party terms of the agreement that may affect or be affected by the use of the website.
- The English version of these terms and conditions, including the linked policies, shall be considered the original version. In the event of any discrepancies or differences between the English version and any translated versions, the English version shall prevail.

xv. EXCLUSION OF LIABILITY

You acknowledge and agree that the accuracy, completeness, validity, or timeliness of the information provided by us or any third parties is not guaranteed, and we shall not be responsible for any materials posted by us or any third party. It is your responsibility to use your own judgment, caution, and common sense in evaluating any prospective methods or offers and any information provided by us or any third party.

Furthermore, we shall not be liable for any direct, indirect, consequential, or any other form of loss or damage that may be suffered by a user through the use of the website, including loss of data or information, or any kind of financial or physical loss or damage.

In no event shall Company101 S.R.O, its owner, directors, employees, partners, agents, suppliers, or affiliates be held accountable for any

indirect, incidental, special, consequential, or exemplary costs, including, without limitation, loss of proceeds, figures, usage, goodwill, or other intangible losses, arising from (i) your use or access to, or failure to access or use, the Service; (ii) any conduct or content of any third party on the Service; (iii) any content obtained from the Service; and (iv) unauthorized access, use, or alteration of your transmissions or content.

This limitation of liability applies regardless of whether such damages are based on warranty, contract, tort (including negligence), or any other legal theory, whether or not we have been advised of the possibility of such damages, and even if a remedy set forth herein is found to have failed in its intended purpose.

xvi. CONFIDENTIALITY

We will ensure the confidentiality of any materials provided by the Client/Customer while using our service, and we will not disclose it to third parties, except where required by law or to our financial auditors or governing regulatory bodies. Any use or disclosure of such information beyond the scope of this Agreement is strictly prohibited.

xvii. NO RESPONSIBILITY

We shall not be held liable for any of the following:

- Losses resulting from your inability to access or use our website at any given time
- Errors or omissions in the content of our website
- Losses incurred as a result of relying on reviews, postings, or commentary on our website regarding our services or those of our partners
- Privacy policies and practices of third-party websites that are linked to our website, even if accessed through links on our website
- Unauthorized access to or loss of personal information that is beyond our control.

xviii. SPAM POLICY

Engaging in illegal spam activities, such as collecting email addresses and personal information from others or sending mass commercial emails, using the website or any of our services is strictly prohibited, unless it is for the intended purposes of this website.

XIX. THIRD-PARTY LINKS

The website may provide links to external or third-party websites ("External Sites") for your convenience, and these links should not be considered as an endorsement by us of the content on such External Sites. The content on these External Sites is created and managed by third parties, and if you have any concerns about their content, you should contact the site administrator of those External Sites. We are not responsible for the content of any External Sites linked to our website, and we do not make any representations regarding the accuracy or completeness of the information found on such External Sites. It is recommended that you take necessary precautions to protect your computer from viruses and other malicious programs when downloading files from these External Sites. Accessing these linked External Sites is at your own risk.

XX. PERSONAL INFORMATION AND PRIVACY POLICY

By accessing or using this Website, you are providing your consent for us to use, store, or otherwise handle your personal information in accordance with our Privacy Policy.

XXI. ERRORS, INACCURACIES, AND OMISSIONS

While we have taken steps to ensure the accuracy and integrity of the information provided on this Website, we apologize for any inaccuracies or omissions that may have occurred. We cannot guarantee that the Website will be free from errors or suitable for your specific purposes, and we do not provide any express or implied warranties regarding the accuracy, reliability, or fitness for purpose of the Website. Additionally, we cannot guarantee the correction of any defects or the absence of viruses or bugs on the Website or its server.

XXII. DISCLAIMER OF WARRANTIES; LIMITATION OF LIABILITY

The Website and its services are provided on an "as is" and "as available" basis, without any warranties of any kind. We do not guarantee that the Website will operate without errors, or that the Website, its servers, or its content or services are free from viruses or other harmful components.

We disclaim all warranties, including but not limited to warranties of title, merchantability, non-infringement, and fitness for a particular purpose, as well as warranties arising from a course of dealing, course of performance, or usage of trade. We shall not be liable for any incidental, consequential, or other damages, including lost profits or data, resulting from the use or inability to access and use the Website or its content, even if we have been advised of the possibility of such damages, regarding any warranty, contract, or common law tort claims.

The Website may contain technical inaccuracies, typographical errors, or omissions. We are not responsible for any typographical, technical, or pricing errors displayed on the Website unless required by applicable laws. Information about certain services may be included on the Website, but not all services may be available in all locations. Mention of a service on the Website does not guarantee that the service is or will be available in your location. We reserve the right to make changes, corrections, and improvements to the Website at any time without notice.

XXIII. COPYRIGHT AND TRADEMARK

The Content available on the Website, including software, text, graphics, images, designs, sound recordings, audiovisual works, and other materials, is either owned by us or provided by third parties, and collectively referred to as the "Content". Unauthorized use of the Content may violate copyright, trademark, and other laws, and you are not permitted to use the Content except as allowed under this Agreement. You must comply with all copyright and proprietary notices contained in the original Content on any copy you make of the Content. Transfer, license, sub-license, sale, modification, reproduction, display, public performance, creation of derivative works, distribution, or any other use of the Content for public or

commercial purposes, without our prior written consent, is strictly prohibited. Additionally, posting the Content on any other website or networked computer environment for any purpose is expressly prohibited. Violation of any part of this Agreement will result in automatic termination of your permission to access and/or use the Content and the Website, and you must immediately delete any copies of the Content you have made.

The Trademarks, service marks, and logos found on the Website, whether registered or unregistered, are owned by us or third parties, and are collectively referred to as the "Trademarks". You are not granted any license or right to use the Trademarks without our prior written permission for each use. Reproduction of any Content requires our express written consent for each instance.

XXIV. INDEMNIFICATION

By using the Website, you agree to defend, indemnify, and hold us, our officers, directors, employees, successors, and licensees harmless from any claims, actions, or demands, including reasonable legal and accounting fees, that may arise from your breach of this Agreement or misuse of the Website or Content. We will notify you of any such claims and provide assistance, at your expense, in defending against them. We reserve the right to assume exclusive defense and control of any matter subject to indemnification under this section, and you agree to cooperate with our defense of such matter.

XXV. MISCELLANEOUS

SEVERABILITY

If any provision of these Terms is deemed unenforceable or invalid, that provision will be modified or eliminated to the minimum extent necessary for the Terms to otherwise remain in full force and effect and enforceable.

TERMINATION

Term. The Services provided to you may be canceled or terminated by us. We reserve the right to terminate these Services at any time, with or without cause, upon written notice. We will not be liable to you or any third

party for any damages resulting from such termination. Termination of these Terms will end all of your Service.

Effect of Termination. Upon termination of these Terms for any reason, or cancellation or expiration of your Services: (a) We will stop providing the Services; (b) you will not be entitled to any refunds or usage fees, or any other fees, pro-rata or otherwise; (c) any fees you owe to us will immediately become due and payable in full, and (d) we may delete your archived data within 30 days. All sections of the Terms that expressly provide for survival, or by their nature should survive, will survive termination of the Terms, including, without limitation, indemnification, warranty disclaimers, and limitations of liability.

ENTIRE AGREEMENT

This Agreement contains the complete agreement between the parties regarding the subject matter covered in this Agreement.

DISPUTE RESOLUTION

If a dispute arises between you and the Website, our aim is to resolve it quickly and cost-effectively. Accordingly, you and the website agree to resolve any claim or controversy at law or equity that arises between us out of this Agreement or the website and the website Services (a "Claim") following this section entitled "Dispute Resolution." Before seeking alternative resolutions, you agree to first contact us directly to seek dispute assistance by going to Customer Service.

ARBITRATION OPTION

For any claim arising between you and the Website (excluding claims for injunctive or other equitable relief), the party seeking relief may choose to resolve the dispute cost-effectively through binding non-appearance-based arbitration. A party electing arbitration must initiate such arbitration through an established alternative dispute resolution ("ADR") provider agreed upon by the parties. The ADR provider and the parties must comply with the following rules: (a) the arbitration will be conducted by telephone, online, and/or be solely based on written submissions, the specific manner will be

chosen by the party initiating the arbitration; (b) the arbitration will not involve any personal appearance by the parties or witnesses unless otherwise mutually agreed by the parties, and (c) if an arbitrator renders an award the party receiving the award may enter any judgment on the award in any court of competent jurisdiction.

GOVERNING LAW AND JUDICIAL RECOURSE

These terms will be governed by and construed under the law of Czech Republic without regard to any principles of conflicts of law. The courts of Czech Republic shall have exclusive jurisdiction over any dispute arising from the use of the Website.

FORCE MAJEURE

We will not be liable to you, your users, or any third party for any failure to perform our or its obligations under these Terms if such non-performance arises as a result of an event beyond our reasonable control, including, without limitation, acts of war or terrorism, natural disasters, power failures, riots, civil disorder, or other force majeure events.

ASSIGNMENT

We have the right to assign/transfer this agreement to any third party, including our holding, subsidiaries, affiliates, associates, and group companies, without your consent.

FEEDBACK CONTACT

We welcome feedback, comments, and suggestions for improvements to the Services (“Feedback”). You can submit Feedback by emailing us at Info@referator.cz.