

## TERMS AND CONDITIONS

The following Terms and Conditions govern your use of the content available at or through the PFC website or hosting (the “**Site**”) and the PFC apps (the “**Apps**”), owned operated by Pro Futuro Consulting a.s. (“**PFC**”).

By using the Site and/or the Apps, you irrevocably agree that such use is subject to these Terms and Conditions. If you are entering into these Terms and Conditions on behalf of an entity, you represent that you have the authority to bind such entity, its affiliates and all users who access our services through your account to these terms and conditions. If you do not agree to these Terms and Conditions, you may not use the Site or the Apps. Violation of any of the terms below will result in the termination of Apps usage.

### 1. GENERAL TERMS

#### 1.1. Acceptance of Terms

1.1.1. By using our Apps you automatically agree with, and accept all of the terms and conditions contained in the **Privacy Policy** and here before you become a user.

1.1.2. The failure of PFC to exercise or enforce any right or provision of the Terms and Conditions shall not constitute a waiver of such right or provision. The Terms and Conditions incorporate the entire agreement between you and PFC and govern your use of the Apps, superseding any prior agreements between you and PFC (including, but not limited to, any prior versions of the Terms and Conditions).

#### 1.2. Modification of Terms

1.2.1. PFC reserves the right, at its sole discretion, to modify, add or remove portions of these Terms and Conditions at any time. Any modifications, such as augmentation or enhancement of the current Apps, including the release of new tools and resources, shall be subject to the Terms and Conditions. Your continued use of the Apps shall constitute acceptance of the Terms and Conditions as modified.

#### 1.3. Copyright and Content Ownership

1.3.1. We claim no intellectual property rights over the data you provide to the Apps. Your profile and data uploaded remain yours. When taking part in surveys or providing testimonials, you agree to allow PFC to publish the Data without your prior consent.

1.3.2. PFC does not pre-screen Data, but PFC and its designee have the right (but not

the obligation) in their sole discretion to refuse or remove any Data that is available via the Service.

1.3.3. The look and feel of the Apps is copyright© 2021 PFC. All rights reserved. You may not duplicate, copy, or reuse any portion of the code or visual design elements or concepts without written permission from PFC.

## **2. APPS SPECIFIC TERMS**

### 2.1. Acceptance of Apps

2.1.1. Your use of the Apps is at your sole risk. The service is provided on an “as is” and “as available” basis.

2.1.2. You understand that PFC does not use third party vendors and hosting partners to provide the necessary hardware, software, networking, storage, and related technology.

2.1.3. PFC does not warrant that the Apps will meet your specific requirements, be uninterrupted or error-free.

### 2.2. Modification of Service

2.2.1. All prices for the Apps are subject to change without prior notice from PFC. If such notice is due, it may or may not be provided at any time by PFC or the Apps itself.

2.2.2. PFC shall not be liable to you or to any third party for any modifications, price change, suspension or discontinuance of the Apps.

### 2.3. User Obligations

2.3.1. You must not modify, adapt or hack the Apps.

2.3.2. You agree not to reproduce, duplicate, copy, or exploit any portion of the Apps, usage of the Apps, or access to the Apps without written permission from PFC Mobile.

2.3.3. You must not transmit any worms or viruses or any code of a destructive nature through the Apps or Site.

2.3.4. If you become aware of any issues with the Apps that result in the improper functioning of the Apps, you are bound to inform PFC instantly. If no such notice is provided, the Apps cannot be held responsible for the due consequences.

2.3.5. PFC guarantees the highest Apps security standards, therefore you are obliged to follow the highest level of security and control of any third-parties or hostile software on your part. Any kind of in observance of the rules will result in our inability to provide with high-level service, for which PFC shall not be held responsible.

### 2.4. Corporate Key Usage Policy

2.4.1. Corporate key to using mobile applications of PFC Company constitutes commercial information and at any circumstances cannot be disclosed to the third parties.

2.4.2. Use the corporate key to verify your account and enjoy the features offered by the mobile application.

2.4.3. The information on the corporate key should be securely saved and guided by the access paroles.

2.4.4. Once the customer has discovered that there was leakage of the information, the person in charge should be notified immediately.

2.4.5. Users should neither share nor disclose the corporate key to the third party without the permission of the person in charge.

2.4.6. On the situation when PFC has discovered any misuse of the corporate key will be blocked on a temporary basis until the situation is clarified.

## 2.5. Support Terms

2.5.1. Technical support is available via email and/or live chat. Guaranteed response period is 24 hours (business days only). Actual response period may vary.

2.5.2 The Voice calls may be received by Support Team of Partner Company that exclude technical support issues. The answers to the questions given via such calls are provided by email.

2.5.3. Questions about the Terms and Conditions should be sent to support@pfc-group.com

2.5.4. You must provide a timely response to the requests from the Service Support Team. If we do not hear from you for 10 calendar days, we consider the issue in question exhausted. In this case, we reserve the right to act on the problem using our own judgment or based on the previous agreement.

## 2.6. App Service Quality

2.6.1. The Apps do not guarantee proper data extraction of information handled from bad quality phone modules and/or conditions.

## 2.7. Payment and Refund Terms

2.7.1. All the prices for the paid Service are provided in EURO currency (EUR).

2.7.2. The Apps is billed in advance and may be refundable.

2.7.3. Billing and refund are made according to [Google Play Terms of Service](#) and [iTunes Store Terms and Conditions](#) and [Zoho Corp Terms and Conditions](#)

2.7.4. All fees are exclusive of all taxes, levies, or duties imposed by taxing authorities,

and you shall be responsible for the payment of all additional financial contributions.