

GENERAL TERMS AND CONDITIONS

I. INTRODUCTORY PROVISIONS

1. Company Analyzer AI s.r.o., with its registered seat at Školská 689/20, Nové Město, 110 00 Prague 1, ID No.: 19652143, registered in the Commercial Register kept by the Municipal Court in Prague, section C, Insert 389721 (also referred to as the "**Company**") is the operator of a website located at the address www.tradinganalyzer.ai (hereinafter also referred to as the "**Website**").
2. These General Terms and Conditions (hereinafter referred to as the "**Terms and Conditions**") are governed by Article 1751 paragraph 2 of the Act No. 89/2012 Coll., Civil Code, as amended (hereinafter referred to as the "**Civil Code**") and they regulate mutual rights and obligations of the parties arising in connection with the use of the Website and/or arising from the conclusion of a purchase contract (hereinafter referred to as the "**Contract**") concluded between the Company and a third party (hereinafter referred to as the "**Customer**") through the Website when purchasing goods/services.
3. By using the Website, the Customer expressly agrees to these Terms and Conditions. The Customer is obliged to familiarize himself/herself with these Terms and Conditions before using the Website.
4. These Terms and Conditions do not apply to cases where the person who intends to use the services provided by the Company is a legal entity or a person who acts as part of his business activity or as part of his independent professional performance.
5. The wording of these Terms and Conditions may be amended or supplemented by the Company from time to time. This provision does not affect the rights and obligations arising during the effective period of the previous version of the Terms and Conditions.

II. SERVICES PROVIDED AND USER ACCOUNT

1. The Website contains information related in particular to market/trading analyzes and other information/data directly or indirectly related to market/trading analyzes.
2. To access certain services provided within the Website, the Customer must create a user account. Based on the Customer's registration at the Website, the Customer can access its user interface. From his/her user interface, the Customer can access services, in particular the Trading Analyzer program (hereinafter referred to as the "**User Account**").
3. When registering on the Website and when ordering services, the Customer is obliged to enter all data correctly and truthfully. The Customer is obliged to update the data listed in the User Account in case of any change.
4. Access to the User Account is secured by a username and password. The Customer is obliged to maintain confidentiality regarding the information necessary to access his/her User Account.

5. The Customer is not authorized to enable the use of the User Account by third parties, nor is he/she authorized to make available the services provided on the Website or other information contained in his User Account to any third party without the prior written consent of the Company.
6. The Company may cancel the User Account, especially if the Customer does not use his/her User Account for more than 2 years, or if the Customer violates his/her obligations arising from these Terms and Conditions or the Contract.
7. The Customer acknowledges that the Website/User Account may not be available 24/7, especially with regard to the necessary maintenance of the Company's hardware and software equipment, or necessary maintenance of hardware and software equipment of third parties.

III. ORDER AND CONTRACT CONCLUSION

1. To order certain services/goods, the Customer may be required to fill out an order form on the Website. The order form mainly contains information about (i) the ordered service/goods and (ii) the method of payment of the price (hereinafter referred to as the "**Order**").
2. Before sending the Order to the Company, the Customer is allowed to check and change the data he entered in the Order. The order is sent by the Customer to the Company by clicking on the "Send order with payment obligation" button.
3. Sending an Order with a payment obligation is considered to be such an act of the Customer, which unambiguously identifies the services ordered, the price, the person of the Customer, the method of payment of the price, and is a binding draft of the Contract for the contracting parties. The condition for the validity of the Order is the completion of all mandatory data in the order form and the Customer's confirmation that he/she has familiarized himself/herself with these Terms and Conditions. Immediately after receiving the Order, the Company will confirm this receipt to the Customer by e-mail, to the Customer's e-mail address specified in the user interface or in the Order. The Company is always entitled, depending on the nature of the Order (volume of required services, total price, etc.) to ask the Customer for additional confirmation of the Order (for example, in writing or by telephone). The contractual relationship between the Company and the Customer is established by the delivery of the acceptance of the Order (acceptance), which is sent by the Company to the Customer by e-mail, to the e-mail address of the Customer. The Customer has the right to cancel the Order without any penalties until the moment of payment. The customer is obliged to notify the Company of the cancellation of the Order by e-mail or telephone.
4. The Customer agrees to use remote means of communication when concluding the Contract. The costs incurred by the Customer when using means of communication at a distance in connection with the conclusion of the Contract (costs of Internet connection, costs of telephone calls) shall be covered by the Customer himself/herself.
5. The Company reserves the right not to confirm the acceptance of the Order, or not to accept the Order and not to conclude a Contract with the Customer. The Company is entitled to reject the Order in particular in the following cases: (i) The Customer uses the Website in a way that restricts or annoys other customers or the Company, (ii) The Customer provides services or is an entrepreneur in a field that directly or indirectly, partially or completely competes with any main or ancillary activities of the Company or has a competitive nature in relation to the Company, (iii) the Customer provides services to a person whose business activity directly or indirectly, partially or completely competes with any of the main or ancillary activities of

the Company, is employed by it or has an ownership interest in such a person participation or acts as its proxy or statutory body or (iv) in other justified cases.

IV. TRADING ANALYZER

1. Within the Website, the Company provides access to the Trading Analyzer service (hereinafter referred to as the "**Trading Analyzer**"). Trading Analyzer is accessible only from the Customer's User Account.
2. The Customer expressly agrees to the commencement of performance before the expiration of the period for withdrawal from the contract and acknowledges that this terminates his/her right to withdraw from the Contract pursuant to Article 1837 letter. l) of the Civil Code.
3. The Customer is entitled to use the Trading Analyzer exclusively for his/her personal use and is not entitled to make it available to third parties or distribute it in any way. The Customer is not entitled to use any part of the texts or graphics of the Trading Analyzer or other part of the Trading Analyzer whatsoever without the Company's prior written consent and acknowledges that the Trading Analyzer is protected by copyright.
4. All information provided within the Trading Analyzer, as well as all other information provided on the Website, is intended exclusively for the study of topics related to trading on the financial markets and has an exclusively informative nature. None of this information serves as investment or trading recommendations or advice in any way. The Customer acknowledges that the Company is not a registered broker, investment advisor or broker. Before making any trade, the Customer should contact an investment advisor/broker.
5. The information provided within the Trading Analyzer, as well as all other information provided on the Website, cannot be interpreted as personal investment advice or recommendations, nor as an offer to buy or sell, or an incentive or recommendation to implement an offer, buy or sell, or to participate on any financial product. Data and information contained on the Website and contained in the Trading Analyzer are used by the Customer to make personal investment decisions only at his/her own risk. The Customer has no right to assert any claim against the Company for damages in the event of damage arising as a result of the use of the Trading Analyzer or as a result of the application of any other information/advice made available on the Website.

V. RIGHTS FROM DEFECTIVE PERFORMANCE

1. The rights and obligations of the contracting parties regarding rights from defective performance are governed by relevant generally binding regulations.
2. Rights from defective performance are exercised by the Customer at the Company's registered office address, possibly in writing (by e-mail or by mail). The moment when the Company receives the complaint from the Customer is considered to be the moment of application of the complaint.

VI. OTHER RIGHTS AND OBLIGATIONS OF THE CONTRACTING PARTIES

1. In relation to the Customer, the Company is not bound by any codes of conduct within the meaning of Article 1820 paragraph 1 letter n) of the Civil Code.
2. The Company bears no responsibility for any data or any other information placed on the Website by third parties, e.g. comments, etc. However, the Company has the right to remove at any time any content of the Website that it considers inappropriate or that is contrary to general binding legal regulations.
3. The Customer acknowledges that the Website may contain links to other websites/documents/materials etc. of third parties and that the Company does not bear any responsibility for the content of such websites/documents/materials etc.
4. The Customer acknowledges that the content of the Website and all its parts, in particular the Trading Analyzer and educational materials, constitutes a work of authorship and as such is protected by the relevant provisions of generally binding legal regulations. The Customer may use all information located on the Website only for his/her own use and may not copy, further distribute, change, transfer or reproduce it in any other way without the written consent of the Company.
5. The Czech Trade Inspection, with registered office at Štěpánská 567/15, 120 00 Prague 2, ID number: 000 20 869, internet address: <http://www.coi.cz>, is responsible for the out-of-court settlement of consumer disputes arising from the Contract.
6. The online dispute resolution platform located at the Internet address <http://ec.europa.eu/consumers/odr> can be used to resolve disputes arising from the Contract between the Company and the Customer.
7. The Company is authorized to provide services on the basis of a trade license. The trade inspection is carried out by the relevant trade office within its jurisdiction. The Office for Personal Data Protection supervises the area of personal data protection. The Czech Trade Inspection, to a defined extent, supervises, among other things, compliance with Act No. 634/1992 Coll., on consumer protection, as amended.
8. The Customer hereby assumes the risk of a change in circumstances within the meaning of Article 1765 paragraph 2 of the Civil Code.

VII. PROTECTION OF PERSONAL DATA

1. Our information obligation towards customers in the sense of Article 13 Regulation of the European Parliament and of the Council 2016/679 on the protection of natural persons in connection with the processing of personal data and on the free movement of such data and on the repeal of Directive 95/46/EC (general regulation on the protection of personal data) (hereinafter referred to as the "**GDPR regulation**") related to the processing of the Customer's personal data for the purpose of fulfilling the Contract concluded between the operator (the Company) and the Customer, for the purpose of negotiating the Contract and for the purpose of fulfilling the public obligations of the Company, is fulfilled through a special document which is available at the following address: The Customer expressly declares that he/she is familiar with the above-mentioned Personal Data Processing Policy.
2. The Customer agrees, in accordance with the provisions of Article 7 paragraph 2 of Act No. 480/2004 Coll., on certain services of the information society and on the amendment of certain laws (the Act on certain services of the information society), as amended, to the sending of business communications by the Company to Customer's email address. The Company ful-

fills its information obligation towards the Customer in accordance with Article 13 of the GDPR regulation related to the processing of the Customer's personal data for the purpose of sending business communications through a special document.

VIII. FINAL PROVISIONS

1. All rights and obligations resulting from the Contract or the use of the Website, or of any services provided on the Website are governed by valid and effective legal regulations of the Czech Republic, unless their application is excluded by relevant international agreements.
2. It is possible to deviate from these Terms and Conditions in the Contract. In such a case, deviating arrangements take precedence over the provisions of these Terms and Conditions.
3. If any provision of the Terms and Conditions is invalid or ineffective, or becomes so, the invalid provision will be replaced by a provision whose meaning is as close as possible to the invalid provision. The invalidity or ineffectiveness of one provision does not affect the validity of the other provisions. Amendments and additions to the Contract or Terms and Conditions require written form.
4. The Company is entitled, in accordance with Article 1752, paragraph 1 of the Civil Code, to unilaterally change, supplement or cancel these Terms and Conditions in cases where there is a reasonable need to change them. The Company will always do so in writing and will publish the changes in the usual way, especially on the Website. In the event of a change to these Business Terms and Conditions, the amended Business Terms and Conditions govern the Contracts concluded after the effective date of the changed Business Terms and Conditions, unless otherwise contractually agreed. The Customer has the right, in case of disagreement with the content of the amended or supplemented Terms and Conditions, to communicate this disagreement to the Company within a period of seven days from the moment when he/she learned or could have learned about the change or addition to the Terms and Conditions. If he/she does not do so, it is considered that the Customer has accepted the changes or additions to the Terms and Conditions.
5. Company contact details: delivery address Školská 689/20, Nové Město, 110 00 Prague 1, e-mail address hello@tradinganalyzer.ai
6. These Terms and Conditions are valid and effective from September 1, 2024 and cancel all previous provisions and customs.