

RICHTIG WEB APPLICATION – TERMS OF USE

1. INTRODUCTION

- 1.1. These License Terms (the “Terms”) govern the conditions under which IBPM Solutions s.r.o., Company ID: 24260169, registered address: #1307/2, Náměstí 14. října, 15000, Prague, Czech Republic, registered with the Municipal Court in Prague under file no. C 198175 (“Provider”, “we”, “us”), grants end customers (“Customers”, “you”) a license to use the Richtig web application (the “Application”).
- 1.2. The Application is provided as Software as a Service (“SaaS”).

2. DEFINITIONS

- 2.1. „SaaS” (Software as a Service) is a licensing model in which the Application is operated and managed by the Provider on its own or leased servers, and end customers access it via the internet.
- 2.2. “Object” is a general term for any entity represented in the Application by a data record. This may include, for example, a document, process, role, user, information system, business rule, or any other item being documented. The pricing model of the Application is based on the number of Objects.
- 2.3. “Tenant” is a separate instance of the Application created for a specific Customer (organization or individual). A Customer may have multiple Tenants.
- 2.4. “User” is an individual identified within the Application who may be assigned roles with specific permissions to read, edit, or manage the Tenant.
- 2.5. “Tenant Administrator” is a User with permissions to configure and administer a Tenant, including defining role permissions and assigning them to other Users.
- 2.6. “License Management Component” is a standalone component of the Application available at <https://subscription.richtig.cloud/> and used to manage Customer orders, licenses, and Tenants.
- 2.7. “License Manager” is a User with access to the License Management component.
- 2.8. “Add-On Feature” is an optional feature of the Application individually selectable by the Customer and subject to separate pricing. If Add-On Features include functionalities using artificial intelligence (“AI Features”), the Customer acknowledges that the use of such features may involve sending data to a third-party AI service provider. The processing of this

data is governed exclusively by that provider's terms, and the Customer must review and accept those terms before activating any AI Feature. Without such acceptance, AI Features cannot be used.

3. LICENSE GRANT AND SCOPE OF USE

- 3.1. The Provider hereby grants the Customer a non-exclusive, non-transferable, time-limited license to use the Application under these Terms.
- 3.2. The license is granted solely for the Customer's internal or business use. The Customer is not allowed to decompile, reverse-engineer, rent, or allow unauthorized third-party access to the Application.

4. SAAS

- 4.1. The Application is operated in the Provider's cloud infrastructure located in the Czech Republic. The Provider ensures maintenance, updates, and service availability to the extent defined in a separate Service Level Agreement (SLA), if signed.
- 4.2. Customer data is stored in a data center located in Rožnov pod Radhoštěm city, with backups stored on servers located in a data center in Brno city.

5. SUBSCRIPTION

5.1. Subscription principles

- 5.1.1. The Customer may choose a monthly or annual subscription plan (herein and after "Subscription Plan").
- 5.1.2. A subscription becomes active upon payment and continues until the day preceding the calendar day of payment in the next period. Example: if paid on March 15 for one month, the subscription remains valid until April 14 inclusive.
- 5.1.3. Current pricing for all Subscription Plans and associated conditions (including all fees) is listed in the Provider's price list available at www.richtig.cloud.

- 5.2. The Provider reserves the right to modify Subscription Plans, their conditions, and their pricing. Customers will be informed of any such changes in advance by email. Changes do not apply to already paid subscriptions, which remain valid under their original conditions until expiration.

5.3. Doplňkové funkce

- 5.3.1. The Provider may offer individually priced Add-On Features within the Application. Their scope and pricing are listed in the Provider's price list.

5.3.2. Add-On Features are ordered separately by the Customer. Their pricing may be based either on a fixed flat fee per period (similar to the base subscription) or on a credit-based consumption model.

5.3.3. If the Customer cancels an Add-On Feature before the end of the paid period, no refund is provided.

5.4. Changing the Subscription plan

5.4.1. Upgrade: If a Customer upgrades to a higher (more expensive) Subscription plan during an active subscription period, a new plan is created from the payment date. The prorated unused amount of the previous plan will be deducted from the price of the new plan.

5.4.2. Downgrade: If a Customer downgrades to a lower (cheaper) Plan, the price difference for the current period is not refunded. The lower price applies from the next billing cycle.

5.4.3. Additional instructions for changing Subscription Plans are included in the price list or on the Provider's website, unless agreed otherwise.

5.5. Tenant Fee

5.5.1. The Customer automatically receives one Tenant free of charge as part of the subscription. Any additional Tenant is subject to an additional fee as per the current price list.

5.6. Payments

5.6.1. The standard payment method for subscriptions and related fees is online card payment via the payment gateway, following subscription selection and successful Customer registration. The Provider will subsequently issue an invoice.

5.6.2. Payment by pre-issued invoice is exceptional and requires individual agreement with Provider. All fees must be paid within the period stated on the invoice.

5.6.3. In case of late payment, the Provider may restrict or suspend service and charge statutory interest on late payments.

5.7. Prices may be quoted excluding VAT or other taxes unless stated otherwise. The Provider may charge VAT according to applicable legislation.

6. CUSTOMER RIGHTS AND OBLIGATIONS

6.1. The Customer is responsible for ensuring that all activities conducted within the Application comply with applicable laws in the country of use.

6.2. The Customer can not use the Application for unlawful purposes or for unauthorized access to systems or data of third parties.

- 6.3. The Customer acknowledges full responsibility for the content of its data stored in the Application, including compliance with personal data protection regulations (e.g., GDPR).

7. INTELLECTUAL PROPERTY

- 7.1. All copyright, patents, and other intellectual property rights related to the Application belong to the Provider or its licensors.
- 7.2. The Customer does not acquire any ownership rights to the Application or any of its components.

8. WARRANTIES AND LIABILITY

- 8.1. The Application is provided “as is”. To the maximum extent permitted by applicable law, the Provider disclaims all warranties except those expressly stated in these Terms or agreed in a separate agreement (e.g., SLA).
- 8.2. The Provider is not liable for lost profits, business interruption, or any indirect or consequential damages. The Provider’s total liability for all claims shall not exceed the fees paid by the Customer during the 12 months preceding the claim, unless otherwise required by law.

9. CLAIMS AND COMPLAINT HANDLING

- 9.1. These terms govern the Customer’s procedure for exercising rights arising from defective performance related to the Application, as well as the Provider’s procedure for handling such claims.
- 9.2. A claim means the Customer’s notification, sent by email to info@richtig.cloud, that the Application exhibits defects resulting in data loss or service unavailability.
- 9.3. The Provider may request additional information if the claim does not include sufficient details for assessment.
- 9.4. Claims related to data loss
- 9.4.1. Data loss refers to unintentional deletion, damage, or irreversible corruption of Customer data stored in the Application due to technical failure or Provider error.
- 9.4.2. The Customer must notify the Provider without delay after discovering data loss. The notice must include:
- Tenant name,
 - description and scope of the lost data,

- time period during which the loss occurred,
- any supporting evidence (logs, screenshots, etc.).

9.4.3. The Provider will analyze the reported data loss within 10 business days after receiving notice.

9.4.4. If the claim is justified, the Provider shall:

- restore data from backups,
- implement measures to prevent similar issues.

9.4.5. The Provider is not liable for data loss caused by:

- Customer or third-party actions,
- unauthorized interference with the Application,
- use of the Application contrary to documentation, terms, or recommendations.

9.5. Claims related to service unavailability

9.5.1. Service unavailability means that the Application is inaccessible or significantly limited due to circumstances attributable to the Provider.

9.5.2. A Customer may submit a claim if unavailability lasts longer than 30 consecutive minutes, unless otherwise specified in the SLA.

9.5.3. The claim must include:

- Tenant name,
- start time and duration of the outage,
- description of the outage behavior,
- information about IT infrastructure used (device, internet connection, etc.).

9.5.4. The Provider will assess the claim within 5 business days.

9.5.5. A justified claim entitles the Customer to:

- subscription extension or discount,
- resolution of the defect at the earliest possible time.

9.5.6. The Provider is not liable for unavailability caused by:

- force majeure,
- internet or infrastructure outages outside the Provider's control,

- scheduled maintenance announced in advance.

9.6. Submitting a claim does not affect other rights the Customer may have under the contract or applicable law.

10. TERM AND TERMINATION

10.1. These Terms are effective as of 1 December 2025 and become binding for the Customer upon acceptance (confirmation during registration or upon subscription payment). They remain in force for the duration of the Customer's use of the Application.

10.2. The Provider may terminate the contract immediately if the Customer significantly breaches its obligations, including violating licensing restrictions or failing to pay fees.

10.3. Upon termination of the Agreement, the Customer shall cease all use of the Application. The Provider shall retain the Customer's data for a minimum period of 3 months following the termination of the Agreement. Should the Customer enter into a new Agreement within this period, the data associated with the previously established Tenant shall be made accessible to the Customer again. If the Customer does not enter into a new Agreement (i.e., does not pay the subscription for the subsequent term) within 3 months after the termination of the original Agreement, the Provider may delete all Customer data at any time. The Provider shall delete all such data no later than 12 months after the termination of the Agreement.

11. GOVERNING LAW AND DISPUTE RESOLUTION

11.1. These Terms are governed by the laws of the Czech Republic.

11.2. Disputes arising from or relating to these Terms shall be resolved primarily through amicable negotiation. If no agreement is reached, disputes shall be resolved by the competent courts of the Czech Republic.

12. FINAL PROVISIONS

12.1. The invalidity or unenforceability of any provision of these Terms does not affect the validity of the remaining provisions.

12.2. The Provider reserves the right to amend these Terms at any time. Customer shall be notified of updated Terms via its registered email address at least one month prior to the effective date. If the Customer does not express disagreement before the effective date, the service shall continue under the new Terms. In case of disagreement, the Customer may terminate the service before the effective date. Paid fees are not refundable.

12.3. Matters not expressly regulated by these Terms are governed by generally applicable legislation.