

Navigara.com

TERMS OF SERVICE

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1. AGREEMENT TO TERMS

These Terms of Service constitute a legally binding agreement made between you, whether personally or on behalf of an entity ("you") and Navigara.com/Joblytics s.r.o. ("**Company**," "**we**," "**us**," or "**our**"), concerning your access to and use of the <https://www.navigara.com> , <https://www.reviewer.navigara.com> , <https://www.market.navigara.com> websites as well as any other media form, media channel, mobile website or mobile application related, linked, or otherwise connected thereto (collectively, the "Site"). **You agree that by accessing any of those Sites, you have read, understood, and agreed to be bound by all of these Terms of Service. IF YOU DO NOT AGREE WITH ALL OF THESE TERMS OF SERVICE, THEN YOU ARE EXPRESSLY PROHIBITED FROM USING THE SITE AND YOU MUST DISCONTINUE USE IMMEDIATELY.**

Supplemental terms and conditions or documents that may be posted on the Site from time to time are hereby expressly incorporated herein by reference. We reserve the right, in our sole discretion, to make changes or modifications to these Terms of Service from time to time. We will alert you about any changes by updating the "Last updated" date of these Terms of Service, and you waive any right to receive specific notice of each such change. Please ensure that you check the applicable Terms every time you use our Site so that you understand which Terms apply. You will be subject to, and will be deemed to have been made aware of and to have accepted, the changes in any revised Terms of Service by your continued use of the Site after the date such revised Terms of Service are posted.

The information provided on the Site is not intended for distribution to or use by any person or entity in any jurisdiction or country where such distribution or use would be contrary to law or regulation or which would subject us to any registration requirement within such jurisdiction or country. Accordingly, those persons who choose to access the Site from other locations do so on their own initiative and are solely responsible for compliance with local laws, if and to the extent local laws are applicable.

The Site is intended for users who are at least 18 years old. Persons under the age of 18 are not permitted to use or register for the Site.

2. INTELLECTUAL PROPERTY RIGHTS

Unless otherwise indicated, the Site is our proprietary property and all source code, databases, functionality, software, website designs, audio, video, text, photographs, and graphics on the Site (collectively, the "Content") and the trademarks, service marks, and logos contained therein (the "Marks") are owned or controlled by us or licensed to us, and are protected by copyright and trademark laws and various other intellectual property rights and unfair competition laws, international copyright laws, and international conventions. The Content and the Marks are provided on the Site "AS IS" for your information and personal use only. Except as expressly provided in these Terms of Service, no part of the Site and no Content or Marks may be copied, reproduced, aggregated, republished, uploaded, posted, publicly displayed, encoded, translated, transmitted,

distributed, sold, licensed, or otherwise exploited for any commercial purpose whatsoever, without our express prior written permission.

Provided that you are eligible to use the Site, you are granted a limited license to access and use the Site and to download or print a copy of any portion of the Content to which you have properly gained access solely for your personal, non-commercial use. We reserve all rights not expressly granted to you in and to the Site, the Content and the Marks.

3. SERVICES

3.1 Use of the Navigara.com Services

Subject to these Terms and any applicable Supplemental Terms, and the payment of the applicable Fee, Navigara.com grants Client and its Users a non-exclusive, non-transferable, non-sublicensable license to use the Navigara.com Services to:

1. collect, store and organize Client Data;
2. modify and delete Client Data; and
3. customize the standard Features or functionality of the Navigara.com Services.

3.2 Modifications to Navigara.com Services

Navigara.com reserves the right to modify the Navigara.com Services or any part or element thereof from time to time without prior notice, including, without limitation:

1. rebranding, repackaging or repricing (including any adjustments to current Fees which will be applicable at the next Plan renewal date) the Navigara.com Services at its sole discretion;
2. ceasing providing or discontinuing the development of any particular Navigara.com Service, Feature or part or element of the Platform, temporarily or permanently;
3. taking such action as is necessary to preserve Navigara.com's rights upon any use of the Navigara.com Services that may be reasonably interpreted as violation of Navigara.com's intellectual property rights, distribution of Internet viruses, worms, Trojan horses, malware, and other destructive activities or illegal activity.

As applicable, Client may be notified of such modifications when logging in to the Account.

If the Client does not accept a modification, Client shall notify Navigara.com or Reseller (if Client purchased access to the Navigara.com Services from a Reseller) before the effective date of the modification, and Client's Account will terminate on the effective date of the modification. However, Client's continued use of the Navigara.com Services, or any part or element thereof, after the effective date of a modification shall indicate its consent to the modifications. Navigara.com shall not be liable to the Client or to any third person for any modification, suspension or discontinuance of the Navigara.com Services, or any part or element thereof.

3.3 Credentials

Client is responsible for maintaining the confidentiality of all Credentials and is solely responsible for

all activities that occur with such Credentials. These Credentials must not be shared or used by multiple persons, but may be reassigned to a new User replacing a former User who has terminated employment (or otherwise changed job function) and who no longer uses Navigara.com Services. Navigara.com reserves the right to terminate any User's Credentials that Navigara.com reasonably determines may have been used by an unauthorized third party or in an unauthorized manner, as solely determined by Navigara.com, and will provide immediate notice of such termination to Client. Client must promptly notify Navigara.com:

1. of any actual or suspected, disclosure, loss or unauthorized use of any Credentials;
2. of a User's departure from the Client's organization;
3. of a change in a User's role in the Client's organization; or
4. of any termination of a User's right for any reason.

3.4 Changing Plans

Client may upgrade or downgrade a current Plan at any time by selecting a new Plan among the collection of Plans determined by the Navigara.com. In such an event, the Client's credit card on file with the Navigara.com will automatically be charged with a Fee for the next payment interval with the rate stipulated in the new Plan. If the Client elects to upgrade their Plan, the unused portion of any prepaid Fees shall be applied to the Fee of the upgraded Plan. If, after the commencement of a Plan Term, Client elects to downgrade their Plan, this may cause the loss of Features, functionality, capacity of the Account, as well as the loss of Client Data. No refund of any prepaid or outstanding Fees will be provided to the Client for the price difference between Plans in the event the Client elects to downgrade after the commencement of a Plan Term.

3.5 Administration of Client's Account

Client acknowledges that it retains administrative control over to whom it grants access to Customer Data hosted in the Navigara.com Services. Client may specify a User to be the billing owner and, depending on the Plan, one or more Users to be an Administrator to manage its account, and Navigara.com is entitled to rely on communications from an Administrator when servicing Client's Account. Client's Administrator(s) may have the ability to access, monitor, use, and/or export Customer Data.

3.6 Technical Support

Navigara.com shall provide reasonable technical support to Client and its Users via the following options as outlined below, as soon as reasonably possible.

Navigara.com Community & Knowledge Base - available to all Users

Chat - available to all Users, via their Navigara.com Account

Phone - Users on certain Plans can request a call back from support via their Navigara.com Account
If you don't have a Navigara.com Account, you can reach out to us at support@navigara.com.

Notwithstanding the foregoing, for any Navigara.com Services purchased from a Reseller, the first-line technical support will be provided by the Reseller and not by Navigara.com.

3.7 User Verification

Client understands and agrees that we may require you to provide information that may be used to confirm your identity and help ensure the security of your Account and/or User. In the event that the Client loses access to an Account or otherwise requests information about an Account, we reserve the right to request from the Client any verification we deem necessary before restoring access to or providing information about such Account.

3.8 Features

Navigara.com may, from time to time, make features available through the Navigara.com Services, and which may be subject to Supplemental Terms. The Client's use of any such Feature is subject to any applicable Supplemental Terms.

3.9 Free Trial

A new Client may be entitled to a Free Trial and is not required to provide any credit card information during the Free Trial period. Upon expiration of the Free Trial period, the Account will be automatically deactivated. In order to prevent deactivation, or to reactivate the Account, Client is required to select a Plan and pay the Plan's first payment interval Fee. If the Client does not pay the first payment interval Fee within 2 weeks of the expiry of the Free Trial period, Navigara.com has the right to permanently delete the Account, including all Client Data therein. In addition to the current collection of Plans, Navigara.com may offer special discounts and promotions, from time to time, at the Navigara.com's sole discretion which may be subject to additional terms and conditions.

3.10 Beta Services

Navigara.com may offer Clients certain Features for the purpose of testing and evaluation called Beta Services. Navigara.com reserves the right to fully or partially discontinue, at any time and from time to time, temporarily or permanently, any of the Beta Services, with or without notice to the Client. The Client agrees that the Navigara.com will not be liable to the Client or to any third party for any harm related to, arising out of the Client's use of the Beta Services, or caused by the modification, suspension or discontinuance of any of the Beta Services, for any reason.

3.11 Non-Navigara.com Applications

Navigara.com or third parties may make available third-party non-Navigara.com applications via marketplace. If Client elects to procure a non-Navigara.com application, the terms and conditions regarding its use or receipt of the non-Navigara.com application are between Client and the provider of those non-Navigara.com applications and any exchange of data between Client and such third party provider is solely between Client and the applicable provider. Any questions, concerns or disputes that arise based on Client's use of non-Navigara.com applications should be addressed with the provider of such non-Navigara.com application and not with Navigara.com. Navigara.com does not warrant, or support non-Navigara.com applications, whether or not they are designated by Navigara.com as "certified" or otherwise. Navigara.com is not responsible for any disclosure, modification or deletion of Client Data resulting from access by such non-Navigara.com application

or its provider.

Integration with Non-Navigara.com Applications. Navigara.com Services may contain Features and functionality designed to interoperate with non-Navigara.com applications. However, Navigara.com cannot guarantee the continued availability of such Features, or functionality, and may cease providing them without notice and without entitling Client to any refund, credit, or other compensation, if for example and without limitation, the provider of a non-Navigara.com application ceases to make the non-Navigara.com application available for interoperation with the corresponding Features or functionality in a manner acceptable to Navigara.com.

4. FEES AND PAYMENT

The provisions of this Section 4 are applicable only if Client accesses the Navigara.com Services directly from Navigara.com. If Client purchases access to the Navigara.com Services through a Reseller, any payment terms shall be set forth in Client's agreement with such Reseller.

The use of the Navigara.com Services, which is not via a Free Trial, is subject to a Fee. Upon sign-up of an Account, Client must select a Plan. Different rates apply to different Plans. The applicable Fee is charged in advance on a monthly or quarterly or annual basis. Navigara.com reserves the right to modify the Fees for any Plan, in its reasonable discretion, at any time after the commencement of the Plan Term, upon at least one month's prior notice to Client, provided that any such modification will not take effect until the start of any Plan immediately following the Plan Term in which Navigara.com provided Client with notice of the modification.

Client authorizes Navigara.com to automatically charge Client the applicable Fees on or after the Renewal Date unless the Plan has been terminated or canceled in accordance with these Terms. If a Client wishes to reduce the number of Subscriptions, it must do so prior to the Renewal Date. Clients may cancel their Plan anytime as outlined below, however must do so prior to the Renewal Date in order to avoid billing of the next Plan Term's Fees. If Client chooses to cancel its Plan during the Plan Term, Client may use the Service until the end of Client's then-current Plan Term, but will not be issued a refund for the most recently (or any previously) charged Fees.

All Fees are non-refundable. For purposes of clarity, there are no refunds or credits for periods where the Client did not use an activated Account, used it only partially, deactivated the Account or terminated these Terms during an ongoing payment interval, or where an Account is terminated or suspended by Navigara.com in accordance with Section 13.

All Fees are exclusive of all taxes, levies or duties applicable under any applicable law, unless stated otherwise stated herein. Client is solely responsible for the payment of such taxes, levies or duties. In the event the Client does not pay all Fees due within 29 days of invoice date, Navigara.com will suspend all access to the Client Account. Client will have 180 days to provide an authorized payment method to reactivate a subscription and their Account, otherwise Navigara.com has the right to permanently delete the Account, including all Client Data therein.

4.1 Payment Card Authorization

Navigara.com may seek pre-authorization of Client's payment card account prior to its purchase of Navigara.com Services in order to verify that the payment card is valid and has the necessary funds

or credit available to cover any purchase. Client agrees to approve such card pre-authorization and to pay any amounts for a Plan described on the website, and authorizes Navigara.com to charge all Fees to such card account. Client agrees to provide Navigara.com updated information regarding its payment card account upon Navigara.com's request and any time the information earlier provided is no longer valid.

4.2 Direct Debit Payments

If Client agrees, Navigara.com may elect that Client complete a bank debit mandate to enable bank debit payments. In such cases, Navigara.com shall comply with all applicable national rules and regulations related to direct debit payments.

4.3 Payment Service Providers

Navigara.com uses Stripe to process Client's bank debit payments. More information on how Stripe processes Client's personal data and Client's data protection rights, including Client's right to object, is available at <https://stripe.com/en-cz/privacy>.

4.4 Electronic Invoice

If Navigara.com has not sought pre-authorization of Client's payment card, then before the end of each payment interval, Client will be issued an electronic invoice for payment of the Fee of the next payment interval. Client must pay the invoice by the due date indicated on the invoice.

4.5 Late Payment Charges

Upon delay with any payments, Navigara.com may require the Client to pay interest on the delay (penalty for late payment) for the period that such payment is overdue. The interest rate for late payment due shall be 1% per month or the maximum allowed by local law, whichever is higher.

4.6 Right to Offset

In addition to other rights and remedies Navigara.com may have, if legally permitted to do so, Navigara.com may offset any payment obligations to Client that Navigara.com may incur under the Terms against any fees owed to Navigara.com and not yet paid by Client under the Terms, or any other agreement between Client and Navigara.com.

5. USER REPRESENTATIONS

By using the Site, you represent and warrant that: (1) all registration information you submit will be true, accurate, current, and complete; (2) you will maintain the accuracy of such information and promptly update such registration information as necessary; (3) you have the legal capacity and you agree to comply with these Terms of Service; (4) you are not a minor in the jurisdiction in which you reside; (5) you will not access the Site through automated or non-human means, whether through a bot, script, or otherwise; (6) you will not use the Site for any illegal or unauthorized purpose; and (7) your use of the Site will not violate any applicable law or regulation.

If you provide any information that is untrue, inaccurate, not current, or incomplete, we have the right to suspend or terminate your account and refuse any and all current or future use of the Site (or any portion thereof).

6. USER REGISTRATION

You may be required to register with the Site. You agree to keep your password confidential and will be responsible for all use of your account and password. We reserve the right to remove, reclaim, or change a username you select if we determine, in our sole discretion, that such username is inappropriate, obscene, or otherwise objectionable.

7. PROHIBITED ACTIVITIES

You may not access or use the Site for any purpose other than that for which we make the Site available. The Site may not be used in connection with any commercial endeavours except those that are specifically endorsed or approved by us.

As a user of the Site, you agree not to:

- Systematically retrieve data or other content from the Site to create or compile, directly or indirectly, a collection, compilation, database, or directory without written permission from us.
- Trick, defraud, or mislead us and other users, especially in any attempt to learn sensitive account information such as user passwords.
- Circumvent, disable, or otherwise interfere with security-related features of the Site, including features that prevent or restrict the use or copying of any Content or enforce limitations on the use of the Site and/or the Content contained therein.
- Disparage, tarnish, or otherwise harm, in our opinion, us and/or the Site.
- Use any information obtained from the Site in order to harass, abuse, or harm another person.
- Make improper use of our support services or submit false reports of abuse or misconduct.
- Use the Site in a manner inconsistent with any applicable laws or regulations.
- Engage in unauthorized framing of or linking to the Site.
- Upload or transmit (or attempt to upload or to transmit) viruses, Trojan horses, or other material, including excessive use of capital letters and spamming (continuous posting of repetitive text), that interferes with any party's uninterrupted use and enjoyment of the Site or modifies, impairs, disrupts, alters, or interferes with the use, features, functions, operation, or maintenance of the Site.
- Engage in any automated use of the system, such as using scripts to send comments or messages, or using any data mining, robots, or similar data gathering and extraction tools.
- Delete the copyright or other proprietary rights notice from any Content.
- Attempt to impersonate another user or person or use the username of another user.
- Upload or transmit (or attempt to upload or to transmit) any material that acts as a passive or active information collection or transmission mechanism, including without limitation, clear graphics interchange formats ("gifs"), 1×1 pixels, web bugs, cookies, or other similar devices (sometimes referred to as "spyware" or "passive collection mechanisms" or "pcms").
- Interfere with, disrupt, or create an undue burden on the Site or the networks or services connected to the Site.

- Harass, annoy, intimidate, or threaten any of our employees or agents engaged in providing any portion of the Site to you.
- Attempt to bypass any measures of the Site designed to prevent or restrict access to the Site, or any portion of the Site.
- Copy or adapt the Site's software, including but not limited to Flash, PHP, HTML, JavaScript, or other code.
- Except as permitted by applicable law, decipher, decompile, disassemble, or reverse engineer any of the software comprising or in any way making up a part of the Site.
- Except as may be the result of standard search engine or Internet browser usage, use, launch, develop, or distribute any automated system, including without limitation, any spider, robot, cheat utility, scraper, or offline reader that accesses the Site, or using or launching any unauthorized script or other software.
- Use a buying agent or purchasing agent to make purchases on the Site.
- Make any unauthorized use of the Site, including collecting usernames and/or email addresses of users by electronic or other means for the purpose of sending unsolicited email, or creating user accounts by automated means or under false pretences.
- Use the Site as part of any effort to compete with us or otherwise use the Site and/or the Content for any revenue-generating endeavour or commercial enterprise.
- Use the Site to advertise or offer to sell goods and services.
- Sell or otherwise transfer your profile.

You shall not contact any users of the Site to circumvent the services or fees provided by and charged through your use of the Site; this includes, without limitation, contacting end clients outside of the Site to directly engage with such end clients or to receive payment directly from such end clients. You shall not contact any users you learn of through the Site (including talent listed on the site) outside of the Site, without our express, prior approval.

8. USER GENERATED CONTRIBUTIONS

The Site may invite you to chat, contribute to, or participate in blogs, message boards, online forums, and other functionality, and may provide you with the opportunity to create, submit, post, display, transmit, perform, publish, distribute, or broadcast content and materials to us or on the Site, including but not limited to text, writings, video, audio, photographs, graphics, comments, suggestions, or personal information or other material (collectively, "Contributions").

Contributions may be viewable by other users of the Site and through third-party websites. As such, any Contributions you transmit may be treated as non-confidential and non-proprietary. When you create or make available any Contributions, you thereby represent and warrant that:

- The creation, distribution, transmission, public display, or performance, and the accessing, downloading, or copying of your Contributions do not and will not infringe the proprietary rights, including but not limited to the copyright, patent, trademark, trade secret, or moral rights of any

third party.

- You are the creator and owner of or have the necessary licenses, rights, consents, releases, and permissions to use and to authorize us, the Site, and other users of the Site to use your Contributions in any manner contemplated by the Site and these Terms of Service.
- You have the written consent, release, and/or permission of each and every identifiable individual person in your Contributions to use the name or likeness of each and every such identifiable individual person to enable inclusion and use of your Contributions in any manner contemplated by the Site and these Terms of Service.
- Your Contributions are not false, inaccurate, or misleading.
- Your Contributions are not unsolicited or unauthorized advertising, promotional materials, pyramid schemes, chain letters, spam, mass mailings, or other forms of solicitation.
- Your Contributions are not obscene, lewd, lascivious, filthy, violent, harassing, libelous, slanderous, or otherwise objectionable (as determined by us).
- Your Contributions do not ridicule, mock, disparage, intimidate, or abuse anyone.
- Your Contributions are not used to harass or threaten (in the legal sense of those terms) any other person and to promote violence against a specific person or class of people.
- Your Contributions do not violate any applicable law, regulation, or rule.
- Your Contributions do not violate the privacy or publicity rights of any third party.
- Your Contributions do not violate any applicable law concerning child pornography, or otherwise intended to protect the health or well-being of minors.
- Your Contributions do not include any offensive comments that are connected to race, national origin, gender, sexual preference, or physical handicap.
- Your Contributions do not otherwise violate, or link to material that violates, any provision of these Terms of Service, or any applicable law or regulation.

Any use of the Site in violation of the foregoing violates these Terms of Service and may result in, among other things, termination or suspension of your rights to use the Site.

9. CONTRIBUTION LICENSE

By posting your Contributions to any part of the Site, you automatically grant, and you represent and warrant that you have the right to grant, to us an unrestricted, unlimited, irrevocable, perpetual, non-exclusive, transferable, royalty-free, fully-paid, worldwide right, and license to host, use, copy, reproduce, disclose, sell, resell, publish, broadcast, retitle, archive, store, cache, publicly perform,

publicly display, reformat, translate, transmit, excerpt (in whole or in part), and distribute such Contributions (including, without limitation, your image and voice) for any purpose, commercial, advertising, or otherwise, and to prepare derivative works of, or incorporate into other works, such Contributions, and grant and authorize sublicenses of the foregoing. The use and distribution may occur in any media formats and through any media channels.

This license will apply to any form, media, or technology now known or hereafter developed, and includes our use of your name, company name, and franchise name, as applicable, and any of the trademarks, service marks, trade names, logos, and personal and commercial images you provide. You waive all moral rights in your Contributions, and you warrant that moral rights have not otherwise been asserted in your Contributions.

We do not assert any ownership over your Contributions. You retain full ownership of all of your Contributions and any intellectual property rights, or other proprietary rights associated with your Contributions. We are not liable for any statements or representations in your Contributions provided by you in any area on the Site. You are solely responsible for your Contributions to the Site, and you expressly agree to exonerate us from any and all responsibility and to refrain from any legal action against us regarding your Contributions.

We have the right, in our sole and absolute discretion, (1) to edit, redact, or otherwise change any Contributions; (2) to re-categorize any Contributions to place them in more appropriate locations on the Site; and (3) to pre-screen or delete any Contributions at any time and for any reason, without notice. We have no obligation to monitor your Contributions.

10. SUBMISSIONS

You acknowledge and agree that any questions, comments, suggestions, ideas, feedback, or other information regarding the Site ("Submissions") provided by you to us are non-confidential and shall become our sole property. We shall own exclusive rights, including all intellectual property rights, and shall be entitled to the unrestricted use and dissemination of these Submissions for any lawful purpose, commercial or otherwise, without acknowledgment or compensation to you. You hereby waive all moral rights to any such Submissions, and you hereby warrant that any such Submissions are original with you or that you have the right to submit such Submissions. You agree there shall be no recourse against us for any alleged or actual infringement or misappropriation of any proprietary right in your Submissions.

11. THIRD-PARTY WEBSITE AND CONTENT

The Site may contain (or you may be sent via the Site) links to other websites ("Third-Party Websites") as well as articles, photographs, text, graphics, pictures, designs, music, sound, video, information, applications, software, and other content or items belonging to or originating from third parties ("Third-Party Content").

Such Third-Party Websites and Third-Party Content are not investigated, monitored, or checked for

accuracy, appropriateness, or completeness by us, and we are not responsible for any Third-Party Websites accessed through the Site or any Third-Party Content posted on, available through, or installed from the Site, including the content, accuracy, offensiveness, opinions, reliability, privacy practices, or other policies of or contained in the Third-Party Websites or the Third-Party Content. Inclusion of, linking to, or permitting the use or installation of any Third-Party Websites or any Third-Party Content does not imply approval or endorsement thereof by us. If you decide to leave the Site and access the Third-Party Websites or to use or install any Third-Party Content, you do so at your own risk, and you should be aware these Terms of Service no longer govern. You should review the applicable terms and policies, including privacy and data gathering practices, of any website to which you navigate from the Site or relating to any applications you use or install from the Site. Any purchases you make through Third-Party Websites will be through other websites and from other companies, and we take no responsibility whatsoever in relation to such purchases which are exclusively between you and the applicable third party. You agree and acknowledge that we do not endorse the products or services offered on Third-Party Websites and you shall hold us harmless from any harm caused by your purchase of such products or services. Additionally, you shall hold us harmless from any losses sustained by you or harm caused to you relating to or resulting in any way from any Third-Party Content or any contact with Third-Party Websites.

12. SITE MANAGEMENT

We reserve the right, but not the obligation, to: (1) monitor the Site for violations of these Terms of Service; (2) take appropriate legal action against anyone who, in our sole discretion, violates the law or these Terms of Service, including without limitation, reporting such user to law enforcement authorities; (3) in our sole discretion and without limitation, refuse, restrict access to, limit the availability of, or disable (to the extent technologically feasible) any of your Contributions or any portion thereof; (4) in our sole discretion and without limitation, notice, or liability, to remove from the Site or otherwise disable all files and content that are excessive in size or are in any way burdensome to our systems; and (5) otherwise manage the Site in a manner designed to protect our rights and property and to facilitate the proper functioning of the Site.

13. PRIVACY POLICY

We care about data privacy and security. Please review our Privacy Policy:

<https://www.navigara.com/privacy-policy>.

By using the Site, you agree to be bound by our Privacy Policy, which is incorporated into these Terms of Service. Please be advised the Site is hosted in the Czech Republic, The European Union. If you access the Site from any other region of the world with laws or other requirements governing personal data collection, use, or disclosure that differ from applicable laws in the Czech Republic, then through your continued use of the Site, you are transferring your data to the Czech Republic, and you agree to have your data transferred to and processed in the Czech Republic.

14. TERM AND TERMINATION

These Terms of Service shall remain in full force and effect while you use the Site.

WITHOUT LIMITING ANY OTHER PROVISION OF THESE TERMS OF SERVICE, WE RESERVE THE RIGHT TO, IN OUR SOLE DISCRETION AND WITHOUT NOTICE OR LIABILITY, DENY ACCESS TO AND USE OF THE SITE (INCLUDING BLOCKING CERTAIN IP ADDRESSES), TO ANY PERSON FOR ANY REASON OR FOR NO REASON, INCLUDING WITHOUT LIMITATION FOR BREACH OF ANY REPRESENTATION, WARRANTY, OR COVENANT CONTAINED IN THESE TERMS OF SERVICE OR OF ANY APPLICABLE LAW OR REGULATION. WE MAY TERMINATE YOUR USE OR PARTICIPATION IN THE SITE OR DELETE YOUR ACCOUNT AND ANY CONTENT OR INFORMATION THAT YOU POSTED AT ANY TIME, WITHOUT WARNING, IN OUR SOLE DISCRETION.

If we terminate or suspend your account for any reason, you are prohibited from registering and creating a new account under your name, a fake or borrowed name, or the name of any third party, even if you may be acting on behalf of the third party. In addition to terminating or suspending your account, we reserve the right to take appropriate legal action, including without limitation pursuing civil, criminal, and injunctive redress.

15. MODIFICATIONS AND INTERRUPTIONS

We reserve the right to change, modify, or remove the contents of the Site at any time or for any reason at our sole discretion without notice. However, we have no obligation to update any information on our Site. We also reserve the right to modify or discontinue all or part of the Site without notice at any time. We will not be liable to you or any third party for any modification, price change, suspension, or discontinuance of the Site.

We cannot guarantee the Site will be available at all times. We may experience hardware, software, or other problems or need to perform maintenance related to the Site, resulting in interruptions, delays, or errors. We reserve the right to change, revise, update, suspend, discontinue, or otherwise modify the Site at any time or for any reason without notice to you. You agree that we have no liability whatsoever for any loss, damage, or inconvenience caused by your inability to access or use the Site during any downtime or discontinuance of the Site. Nothing in these Terms of Service will be construed to obligate us to maintain and support the Site or to supply any corrections, updates, or releases in connection therewith.

16. GOVERNING LAW

These Terms of Service and your use of the Site are governed by and construed in accordance with the laws of the Czech Republic applicable to agreements made and to be entirely performed within the Czech Republic, without regard to its conflict of law principles.

17. DISPUTE RESOLUTION

Any legal action of whatever nature brought by either you or us (collectively, the "Parties" and individually, a "Party") shall be commenced or prosecuted in the state and federal courts located in Prague, the Czech Republic, and the Parties hereby consent to, and waive all defenses of lack of personal jurisdiction and forum non conveniens with respect to venue and jurisdiction in such state and federal courts. Application of the United Nations Convention on Contracts for the International Sale of Goods and the Uniform Computer Information Transaction Act (UCITA) are excluded from these Terms of Service.

18. CORRECTIONS

There may be information on the Site that contains typographical errors, inaccuracies, or omissions, including descriptions, pricing, availability, and various other information. We reserve the right to correct any errors, inaccuracies, or omissions and to change or update the information on the Site at any time, without prior notice.

19. DISCLAIMER

THE SITE IS PROVIDED ON AN AS-IS AND AS-AVAILABLE BASIS. YOU AGREE THAT YOUR USE OF THE SITE AND OUR SERVICES WILL BE AT YOUR SOLE RISK. TO THE FULLEST EXTENT PERMITTED BY LAW, WE DISCLAIM ALL WARRANTIES, EXPRESS OR IMPLIED, IN CONNECTION WITH THE SITE AND YOUR USE THEREOF, INCLUDING, WITHOUT LIMITATION, THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND NON-INFRINGEMENT. WE MAKE NO WARRANTIES OR REPRESENTATIONS ABOUT THE ACCURACY OR COMPLETENESS OF THE SITE'S CONTENT OR THE CONTENT OF ANY WEBSITES LINKED TO THE SITE AND WE WILL ASSUME NO LIABILITY OR RESPONSIBILITY FOR ANY (1) ERRORS, MISTAKES, OR INACCURACIES OF CONTENT AND MATERIALS, (2) PERSONAL INJURY OR PROPERTY DAMAGE, OF ANY NATURE WHATSOEVER, RESULTING FROM YOUR ACCESS TO AND USE OF THE SITE, (3) ANY UNAUTHORIZED ACCESS TO OR USE OF OUR SECURE SERVERS AND/OR ANY AND ALL PERSONAL INFORMATION AND/OR FINANCIAL INFORMATION STORED THEREIN, (4) ANY INTERRUPTION OR CESSATION OF TRANSMISSION TO OR FROM THE SITE, (5) ANY BUGS, VIRUSES, TROJAN HORSES, OR THE LIKE WHICH MAY BE TRANSMITTED TO OR THROUGH THE SITE BY ANY THIRD PARTY, AND/OR (6) ANY ERRORS OR OMISSIONS IN ANY CONTENT AND MATERIALS OR FOR ANY LOSS OR DAMAGE OF ANY KIND INCURRED AS A RESULT OF THE USE OF ANY CONTENT POSTED, TRANSMITTED, OR OTHERWISE MADE AVAILABLE VIA THE SITE. WE DO NOT WARRANT, ENDORSE, GUARANTEE, OR ASSUME RESPONSIBILITY FOR ANY PRODUCT OR SERVICE ADVERTISED OR OFFERED BY A THIRD PARTY THROUGH THE SITE, ANY HYPERLINKED WEBSITE, OR ANY WEBSITE OR MOBILE APPLICATION FEATURED IN ANY BANNER OR OTHER ADVERTISING, AND WE WILL NOT BE A PARTY TO OR IN ANY WAY BE RESPONSIBLE FOR MONITORING ANY TRANSACTION BETWEEN YOU AND

ANY THIRD-PARTY PROVIDERS OF PRODUCTS OR SERVICES. AS WITH THE PURCHASE OF A PRODUCT OR SERVICE THROUGH ANY MEDIUM OR IN ANY ENVIRONMENT, YOU SHOULD USE YOUR BEST JUDGMENT AND EXERCISE CAUTION WHERE APPROPRIATE.

20. LIMITATIONS OF LIABILITY

IN NO EVENT WILL WE OR OUR DIRECTORS, EMPLOYEES, OR AGENTS BE LIABLE TO YOU OR ANY THIRD PARTY FOR ANY DIRECT, INDIRECT, CONSEQUENTIAL, EXEMPLARY, INCIDENTAL, SPECIAL, OR PUNITIVE DAMAGES, INCLUDING LOST PROFIT, LOST REVENUE, LOSS OF DATA, OR OTHER DAMAGES ARISING FROM YOUR USE OF THE SITE, EVEN IF WE HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

21. INDEMNIFICATION

You agree to defend, indemnify, and hold us harmless, including our subsidiaries, affiliates, and all of our respective officers, agents, partners, and employees, from and against any loss, damage, liability, claim, or demand, including reasonable attorneys' fees and expenses, made by any third party due to or arising out of: (1) your Contributions; (2) use of the Site; (3) breach of these Terms of Service; (4) any breach of your representations and warranties set forth in these Terms of Service; (5) your violation of the rights of a third party, including but not limited to intellectual property rights; or (6) any overt harmful act toward any other user of the Site with whom you connected via the Site. Notwithstanding the foregoing, we reserve the right, at your expense, to assume the exclusive defense and control of any matter for which you are required to indemnify us, and you agree to cooperate, at your expense, with our defense of such claims. We will use reasonable efforts to notify you of any such claim, action, or proceeding which is subject to this indemnification upon becoming aware of it.

22. USER DATA

We will maintain certain data that you transmit to the Site for the purpose of managing the performance of the Site, as well as data relating to your use of the Site. Although we perform regular routine backups of data, you are solely responsible for all data that you transmit or that relates to any activity you have undertaken using the Site. You agree that we shall have no liability to you for any loss or corruption of any such data, and you hereby waive any right of action against us arising from any such loss or corruption of such data.

23. ELECTRONIC COMMUNICATIONS, TRANSACTIONS, AND SIGNATURES

Visiting the Site, sending us emails, and completing online forms constitute electronic

communications. You consent to receive electronic communications, and you agree that all agreements, notices, disclosures, and other communications we provide to you electronically, via email and on the Site, satisfy any legal requirement that such communication be in writing. YOU HEREBY AGREE TO THE USE OF ELECTRONIC SIGNATURES, CONTRACTS, ORDERS, AND OTHER RECORDS, AND TO ELECTRONIC DELIVERY OF NOTICES, POLICIES, AND RECORDS OF TRANSACTIONS INITIATED OR COMPLETED BY US OR VIA THE SITE. You hereby waive any rights or requirements under any statutes, regulations, rules, ordinances, or other laws in any jurisdiction which require an original signature or delivery or retention of non-electronic records, or to payments or the granting of credits by any means other than electronic means.

24. MISCELLANEOUS

These Terms of Service and any policies or operating rules posted by us on the Site or in respect to the Site constitute the entire agreement and understanding between you and us. Our failure to exercise or enforce any right or provision of these Terms of Service shall not operate as a waiver of such right or provision.

These Terms of Service operate to the fullest extent permissible by law. We may assign any or all of our rights and obligations to others at any time. We shall not be responsible or liable for any loss, damage, delay, or failure to act caused by any cause beyond our reasonable control. If any provision or part of a provision of these Terms of Service is determined to be unlawful, void, or unenforceable, that provision or part of the provision is deemed severable from these Terms of Service and does not affect the validity and enforceability of any remaining provisions. There is no joint venture, partnership, employment or agency relationship created between you and us as a result of these Terms of Service or use of the Site.

You agree that these Terms of Service will not be construed against us by virtue of having drafted them. You hereby waive any and all defenses you may have based on the electronic form of these Terms of Service and the lack of signing by the parties hereto to execute these Terms of Service.

25. ADDITIONAL DISCLAIMER

1. You agree that by accessing the Site, you have read, understood, and agreed to be bound by all of these Terms of Service and, if applicable, have the authority to agree to the same on behalf of the entity for whose benefit you access the Site.
2. By using the Site, you represent and warrant that you have properly received and hold all permissions to use all information of third parties submitted to the Site on your behalf or for your benefit.
3. As a Site user, you agree not to use the Site in a manner promoting discriminatory hiring practices.

4. Certain elements of the site utilize artificial intelligence language models that process, analyze and report on information provided to it without direct human intervention or oversight. We cannot and do not guarantee the accuracy or completeness of the information provided by these models or that the information can be legally used for the intended purposes, regardless of whether we have been made aware of those purposes.
5. By using Navigara.com and related sites, you consent to the recording of your interactions and the collection of your IP address. This information is used for quality assurance and to enhance your user experience. Your continued use of this product constitutes acceptance of these terms. If you do not agree, please discontinue use immediately.

26. ADDITIONAL DISCLAIMER FOR CANDIDATES AND EMPLOYEES

1. Reviewer.Navigara.com Recording: By participating in AI code reviews, you grant Navigara.com the right to use your code recording and interpretation for inclusion on your candidate or employee profile to illustrate your skills to clients and employers.
2. Profile Creation and Maintenance: You permit Navigara.com to utilize your provided resume, LinkedIn data, and related professional information to construct and maintain your deep candidate profile on our platform.
3. Information Sharing: Your AI code review recording and interpretation will be shared with companies or employers for internal performance reviews and to help you get matched with career opportunities. If you wish to opt-out, you can request the deletion of your profile and code review from Navigara.com at any time. This doesn't apply if you have been invited to take an interview with one of Navigara.com clients and not with Navigara.com directly.
4. Candidate Data Sharing: If you are invited to an interview by a company through the Navigara.com platform, you agree to share your personal data, including email, phone number, LinkedIn profile, and the recording of your AI code review or AI interview, with both Navigara.com and the inviting company for the purposes of recruitment and evaluation.
5. Compliance: Candidates are expected to follow all local labour laws and regulations. Navigara.com supports a transparent hiring process but cannot take responsibility for compliance issues.
6. Job Opportunities: Job opportunities are offered on a rolling basis, based on the employer's decision, and are not guaranteed within any specific time range.
7. Accuracy of Information: You confirm that all information provided during the code review and

interview process, including resumes and collected records, is accurate and truthful to the best of your knowledge.

8. Technology Limitations: This code review process and interview utilize AI technology, which may have limitations in understanding or interpreting certain responses. If you feel your responses were inaccurately processed, please contact the Navigara.com support team promptly to address concerns.

9. Consent to Terms: By proceeding with the code review and/or AI interview, you agree to these terms, including the use of AI technology and the processing of your personal data for recruitment purposes.

27. CONTACT US

In order to resolve a complaint regarding the Site or to receive further information regarding use of the Site, please contact us at:

Navigara.com

Joblytics s.r.o.

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Email: support@navigara.com