

# Terms of Service

These Terms of Service (the “Agreement”) are a legal agreement between you as the user and Domusmates Sp. z o.o., the owner of ReplyZen.ai, a private limited liability company registered under Polish Law, having its registered address situated at Aleja Jana Paula II 10, Tychy, 43100, Poland (“ReplyZen”, or “We” “Our” or “Us”), that governs your limited, non-exclusive and terminable right to the use of the ReplyZen Site and Services as defined herein. By making use of the services, you agree to be bound by the terms of this agreement.

If you do not agree to this Agreement, you must not sign up for an Account and shall not make use of any of the Services or the Site. By agreeing to this Agreement, you acknowledge that you have read this Agreement, understood it, and agree to be bound by its terms and conditions.

We reserve the right to change this User Agreement from time to time without notice. You acknowledge and agree that it is your responsibility to review this User Agreement periodically to familiarize yourself with any modifications. Your continued use of this site after such modifications will constitute acknowledgment and agreement of the modified terms and conditions.

## Use of the service

1.1. The service ReplyZen allows customers to automate moderation of social media comments. You determine the social profiles you connect to the service and the moderation settings you enable.

1.2. To use ReplyZen, you first need to register. After completing registration, you can directly log into your account and use the service.

1.3. You must secure access to your account using the username and password against third parties. In particular you must keep the password strictly confidential. Domusmates Sp. z o.o. may assume that all actions undertaken from your account after logging in with

your username and password is authorised and supervised by you. This means you are liable for these actions, unless and until you have notified Domusmates Sp. z o.o. that someone else knows your password.

1.4. ReplyZen allows you to process personal data. Domusmates Sp. z o.o. acts as a processor as that term is defined in the Polish Data Protection Act; you are the controller. You indemnify and hold harmless Domusmates Sp. z o.o. against all claims by third parties in connection with this Act.

## **Terms of use**

2.1. It is not permitted to use ReplyZen for any purpose that violates Polish or other applicable law or regulation. This includes (among others) the storage or transmission of data using the service that is slanderous, libelous or racist.

2.2. Should Domusmates Sp. z o.o. discover that you violate any applicable law or regulation or receive a complaint alleging the same, then Domusmates Sp. z o.o. may intervene to end the violation.

2.3. If in the opinion of Domusmates Sp. z o.o. the continued functioning of the computer systems or network of Domusmates Sp. z o.o. or third parties is actually or under threat of being damaged or jeopardised, for example through excessive transmission of data, leaks of personal data or virus activity, Domusmates Sp. z o.o. may take all steps it deems reasonably necessary to end or avert such damage or jeopardy.

2.4. Domusmates Sp. z o.o. is at all times entitled to file a criminal complaint for any offenses committed through or using the service.

2.5. Domusmates Sp. z o.o. may recoup from you all damages it suffers as a result of your violation of these terms of use. You agree and hold harmless Domusmates Sp. z o.o. from all third-party claims arising out of your violation of these terms of use.

## **Availability and maintenance**

3.1. Domusmates Sp. z o.o. actively maintains ReplyZen. In case maintenance is reasonably expected to negatively impact availability,

Domusmates Sp. z o.o. carry out such maintenance at times when use of the service is relatively low. Maintenance is announced in advance whenever possible. Emergency maintenance can take place at any time and without prior announcement.

3.2. Domusmates Sp. z o.o. may from time to time adapt ReplyZen. Your feedback and suggestions are welcome but ultimately Domusmates Sp. z o.o. decides which adaptations to carry out (or not).

## **Intellectual property**

4.1. The service ReplyZen, the accompanying software as well as all information and images on the website is the intellectual property of Domusmates Sp. z o.o.. None of these items may be copied or used without prior written permission of Domusmates Sp. z o.o., except and to the extent permitted by mandatory law.

4.2. Information you store or process using the service is and remains your property (or the property of your suppliers or licensors).

Domusmates Sp. z o.o. receives a limited license to use this information for the service, including for future aspects thereof. You can cancel this license by removing the information in question and/or terminating the agreement.

4.3. If you send information to Domusmates Sp. z o.o., for example a bug report or suggestion for improvement, you grant Domusmates Sp. z o.o. a perpetual and unlimited license to use this information for the service. This does not apply to information you expressly mark as confidential.

4.4. Domusmates Sp. z o.o. shall refrain from accessing data you store or transfer using ReplyZen, unless this is necessary for a good provision of the service or Domusmates Sp. z o.o. is forced to do so by law or order of competent authority. In these cases Domusmates Sp. z o.o. shall use its best efforts to limit access to the information as much as possible.

## **Subscription, cancellation and refund policy**

5.1 - We offer several different subscription plans for our services. The applicable subscription term plan depends on your choice and is selected during your account registration. Information about our standard plans can be found on our website. All fees quoted on our site are exclusive of VAT or any other taxes that may be applicable in your jurisdiction.

5.2 - In order to activate a paid subscription, you will need to provide your credit card and company details. You will also be asked to select a ReplyZen plan and specify the scope of the license, i.e. the max. number of comments you would like to moderate each month.

Payments are automated, which means that we will charge your card for your chosen subscription period – a month or a year (depending on which option you choose) immediately after you provide your card details.

5.3 - Payment is possible by credit or debit card.

5.4 - We do not refund processed subscription fees. This policy applies to all customers.

5.5 - You can cancel your subscription at any time by clicking 'Manage subscription' and then 'Cancel' from your ReplyZen account settings. Your account will remain active until the end of the current billing period for which you have been charged.

5.6 - If we aren't able to charge your card for subsequent billing periods or if you've removed your credit card details from the account, your account will automatically expire after 8 failed retries by our payment provider.

## **Limitation of liability**

6.1. In no event shall Domusmates Sp. z o.o., its owners, suppliers or any of their respective owners, directors, employees, contractors and/or agents be liable to you or any Third Party for any direct, indirect, special, exemplary, punitive or other consequential or incidental damages (including but not limited to any lost profits or revenue, interruption, loss of programs or other information, or any other pecuniary loss) arising directly or indirectly from (i) Your use of or access to the Site and/or Services, or any content, products or services distributed on or provided through the Site and/or Services, (ii) for any

failure or interruption of the Site and/or Services; whether arising out of errors, omissions, loss of data, defects, viruses, interruptions or delays in operations or transmission or any other cause, whether based on warranty, contract, tort (including negligence) or any other legal theory, even if Domusmates Sp. z o.o. or its suppliers have been expressly advised of the possibility of such damages.

6.2. In any event, and without prejudice to the above, Domusmates Sp. z o.o.'s total maximum aggregate liability under this agreement, including any annexes herewith, or in respect of the use or exploitation of any part or all of the Site or Services, the content or user material in any manner whatsoever shall not exceed your annual subscription fee.

## **Term and termination**

7.1. This agreement enters into force as soon as you first use the service and then remains in force until terminated.

7.2. Domusmates Sp. z o.o. is entitled to terminate the agreement if you have not used the service at all in the last 18 months. In such an event Domusmates Sp. z o.o. shall first send a reminder mail to the e-mail address connected to your account.

## **Cancellation & refund guarantee**

8.1 You can cancel your subscription by sending an email to support@replyzen.ai or by using our support widget stating you want to cancel your plan/subscription. Refunds will only be given for subscriptions of more than one month (such as for example annual plans) that are canceled within 30 days of the effective date or renewal date of the subscription. We will then process the refund within 5 business days. Otherwise there will be no refund.

## **Data retention**

9.1. Domusmates Sp. z o.o. commits to securely storing data on behalf of our customers in accordance with their subscription plan and timeframes corresponding to each subscription plan. All data

exceeding the stated timeframe will be routinely and automatically deleted from our systems.

9.2. You expressly acknowledge and accept that Domusmates Sp. z o.o.. does not provide any archiving or backup services, and may delete data that is no longer in use and exceeds the timeframes stipulated in the applicable subscription plan. Domusmates Sp. z o.o. expressly disclaims all obligations with respect to archiving, storage and backup of data.

## **Privacy & data protection**

10.1. Please refer to our Privacy Policy for details on our privacy practices with respect to the ReplyZen service. You acknowledge that, by using our services, you may process information which is considered as being Personal Data and/or Personal Data information that is considered sensitive under the laws applicable to You. You acknowledge that you shall be solely and exclusively responsible to take all the necessary measures on your website/app and for obtaining any consent that you are legally obliged to obtain from your users/ customers.

10.2. By accepting the terms contained within this agreement, including its annexes, You acknowledge represent and warrant that you shall comply with all applicable laws, including but not limited to Data protection and privacy laws and that You shall indemnify ReplyZen or indemnified parties against any Third Party claims related to violation of such applicable laws in the use of the Service.

10.3. Privacy Policy on your website/campaign : We shall not be held responsible or liable for your failure to provide a legally adequate privacy policy that discloses your use of our services. Failure to implement privacy policy compliant with applicable data protection laws on your website/campaign might result in the termination of your account.

## **Miscellaneous provisions**

11.1. Polish law applies to this agreement.

11.2. Except to the extent determined otherwise by mandatory applicable law all disputes arising in connection with ReplyZen shall be brought before the competent Polish court for the principal place of business of Domusmates Sp. z o.o..

11.3. For any clause in these terms and conditions that demand that a statement must be done “in writing” to be legally valid, a statement by e-mail or communication through the ReplyZen service shall be sufficient provided with sufficient certainty the authenticity of the sender can be established and the integrity of the statement has not been compromised.

11.4. The version of any communication of information as recorded by Domusmates Sp. z o.o. shall be deemed to be authentic, unless you supply proof to the contrary.

11.5. In case any part of these terms and conditions are declared legally invalid, this shall not affect the validity of the whole of the agreement. The parties shall in such an event agree on one or more replacement provisions that approximate the original intent of the invalid provision(s) within the limits of the law.

11.6. Domusmates Sp. z o.o. is entitled to transfer its rights and obligations under this agreement to a third party as part of an acquisition of ReplyZen or the associated business activities.

## **Contact information**

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