

Terms and Conditions of Business - City Performer [Effective from January 1st, 2020]

Article I

Basic provisions

1. Website <https://cityperformer.com> is an internet application which provides an interactive map which visualizes urbanism index, property prices and housing availability and affordability in cities from Big Data (further referred as a "City Performer").
2. The terms and conditions of use of City Performer are governed by these terms and conditions of business, which have been drawn up in accordance with relevant legislation of the Slovak Republic.
3. By using City Performer user agrees to this Terms and Conditions.

Article II

Definition of basic terms

1. The **operator** and owner of the cityperformer.com application is the following company:
Business name: THERE, s.r.o. [Ltd.]
Registration: reg. in the Business Register of the Bratislava I District Court, section: Sro [Ltd.], insert no. 130736/B
Registered office: Staré Grunty 18, 841 04 Bratislava
IČO [organization ID No.]: 51 898 829
DIČ [TIN]: 2120984085
Repr.: Daniel Levársky, Director
E-mail: info@cityperformer.com
Phone No.: +421 918 119 092
2. **City Performer** is an internet application which provides an interactive map which visualizes urbanism index, property price and housing availability and affordability in cities from Big Data.
3. A **user** is a person who browses web pages <https://cityperformance.com> and uses application without registration and for free of charge.
4. A **registered user** is an organization that you represent in agreeing to these Terms and Conditions when creating a user account. An organization is under section 2(2) of the Act No. 513/1991 Zb. [Collection of Laws] – Commercial Code as amended (hereinafter referred to as the "Com. Code"),:
 - a person registered in the Business Register,
 - a person doing business by virtue of a trade license,
 - a person doing business by virtue of a license other than a trade license under separate legislation,
 - a natural person who performs agricultural production and is registered in a register under a separate piece of legislation.
4. The **license contract** is a contract between the operator and a user, the subject-matter of which is the grant of a license for the use of City Performer in accordance with the terms and conditions specified in these terms and conditions of business.
5. The **service** are all pieces of equipment, tools, data and services that are part of City Performer and are provided for a user to access free of charge services and optional paid services by means of the website cityperformer.com.
6. A **user account** is the account of a user containing his personal data, data about the organization and his activities in City Performer.
7. **Login data** is the data that a user must enter when accessing his user account (username, password).
8. **Content** means all audio records, image (video) records, audio and image (video) records, text, charts, software and other data that can be stored and created, used in connection with the use of the service.
9. The **supervisory authority** is the Slovak Trade Inspection, Inspectorate of the STI for the Bratislava Region, Supervision Execution Department, with its seat at Prievozská 32, P.O.BOX 5, 820 07 Bratislava, phone No. 02/58272 172, website: www.soi.sk.

Article III
Characteristics of City Performer

1. City Performer is an internet application which provides an interactive map which visualizes urbanism index, property price and housing availability and affordability in cities from Big Data.
2. City Performer allows registered users to add own properties (based on address, property name, selling/rental price and usable area) and/or place a “pin” on the interactive map to explore data in a selected location. Detail analytics of an added property and its location is instantly provided. Analytics include average sale/rent price of related properties in a location, average size of a related properties in a location, and urbanism index. Urbanism index is analyzed and visualized in 6 categories: environment, living, safety, mobility, services and relax. Each category has its own indicators.

Article IV
User account

1. A user is entitled to use paid services provided by the operator only through his user account.
2. A user can create a user account using the registration form on the website www.cityperformer.com.
3. By creating a user account, the user expresses his consent to these terms and conditions of business and the terms and conditions of personal data processing.
4. The user obliged to state in the registration form true data to the extent indicated by the operator.

Article V
Entering into the contract with the operator

1. The publication of the terms and conditions of business on the website www.cityperformer.com shall be deemed an offer to enter into the license contract, the subject-matter of which is the grant of a non-exclusive license to use services of City Performer.
2. By accepting these terms and conditions of business, through the creation of a user account, the contract between the operator and the registered user is deemed to be entered into. A confirmation of the entering into the contract will be automatically delivered to the registered user by e-mail. By virtue of the contract, the operator grants the registered user a limited, non-transferable and non-exclusive license to use paid services.
3. City Performer may only be used on the basis of the license granted by the operator under the terms and conditions set forth in these terms and conditions of business and to the extent of the license granted.
4. A registered user can invite additional team member(s) in section “My Account > Manage Team” through entering additional user’s name, email address and position.

Article VI
Types of licenses

1. After registration, user can access free and premium services of City Performer. User using free version can upgrade his version for payed version at any time..
2. Free version includes following services:
 - access an interactive map, which visualizes data for selected city:
 - urbanism index : environment, living, safety, mobility, services and relax
 - property prices: price per square meter, prices per real estate type
 - housing availability and affordability: number of properties in selected area, average rents, and average monthly utility expense
 - Analytics of first added property (with option to share, export and download)
3. Paid version includes following services:
 - Adding more than one property. Number of properties added by a user and analytics of added properties are unlimited under paid version.

- A registered user who upgrades to paid version can invite additional team member(s) through entering name, email and role. A monthly subscription for additional team member(s) will be automatically charged from default payment card.

Article VII

Terms of payment

1. Paid services are charged according to the current price list that is published on <https://cityperformer.com>. The right to receive service fee arises at the moment of subscribing to paid services. An invoice will be issued to entered email address.
2. When payment will be received, the customer will be granted 1 month license to access City Performer and uses its functionalities.
3. The user will be notified 3 days before expiration of monthly license to prolong the license. If license is not prolonged, the account will be deleted the next day after expiration.
4. The user pays service fee with payment card, from which the fee will be automatically deducted. City Performer enables to save payment card information in order to provide access to City Performer services for invited team members and/or renew subscription. City Performer uses payment service provider Stripe, Inc. headquartered on 510 Townsend Street, San Francisco, CA 94103, USA. City Performer reserves the right to change the payment service provider, however we undertake to only use services of Level 1 certified PCI DSS (Payment Card Industry Data Security Standard) providers. City Performer does not process or share users' payment card information with third parties. The user agrees that City Performer will automatically charge a service fee from user's default payment card.
5. City Performer operator's bank information:
Name: THERE, s.r.o. [Ltd.]
IBAN: SK50 1100 0000 0029 4305 9920
SWIFT (BIC) : TATRSKBX
Bank: Tatra banka, a.s. [Inc.]
6. Fee that has been already paid is not refundable, even if user does not use City Performer or the user account is cancelled.

Article VIII

Content of license

1. Content of provided license is mainly:
 - a. Accessing an interactive map visualizing data about urbanism index, property prices and housing availability and affordability.
 - b. Providing optional paid services as adding own properties by a user, providing detail and instant analytics of these properties and an option to share these analytics with customers, teammates or partners via email.
 - c. Providing and maintaining up-to-date data in sufficient quality and quantity, interactive map and tools for data analytics and other features.
2. The scope of the provided services depends on the type of license that has been chosen by user.

Article IX

Rights and obligations of the contracting parties

1. A user shall be obliged to act in accordance with these terms and conditions of business and with valid legislation.
2. The registered user shall be obliged to act so as to avoid unauthorized access to his user account, and he shall be obliged to take all measures to prevent a leak of the login data, otherwise he shall be liable for the damage caused thereby to the operator.
3. The operator shall provide the user with access to application City Performer and the specified services online through the website www.cityperformer.com. Due to upgrades of services, repairs, maintenance and force majeure, there may be a temporary interruption in providing of application City Performer, with the operator not being liable for any interruption of the service or a loss, if any, of data.
4. Registered user agrees that operator may use his business name, logo or other indication for advertising of application City Performer and/or its services, mainly by publishing on its website www.cityperformer.com on official sites, social networks and all advertising materials.

5. User agrees, that operator may process all data collected by his activity on application City Performer and published by user on application City Performer if applicable. Processing means mainly collection, recording, aligning, structuralizing, retention, change, searching, browsing, using, using transmission services, propagation or by other means regrouping or combination, restriction or deleting. Operator has right to use collected data for his benefit or for benefit of third party.

Article X

Method of using City Performer

1. The free version of City Performer may be used by any user, who acts according to this terms and conditions. The paid version of City Performer only be used only by a registered user who meets the conditions set forth in these terms and conditions of business. A condition for using the platform and its tools is that a user account must be created and monthly fee must be paid.
2. A user is obliged to proceed in accordance with these terms and conditions of business and with valid legislation when using City Performer.
3. The user undertakes not to use City Performer in a way that would endanger or violate the rights and legitimate interests of the operator and third parties.
4. The user undertakes to store and publish only content that does not violate the law, circumvent the law and is not contra bonos mores. The user undertakes to refrain from storing and publishing content that would harm the rights and legitimate interests of the operator and third parties, such as rights resulting from intellectual property.
5. The operator has the right to delete content by which a user violates the law, circumvents the law or do damage to the operator or a third person.

Article XI

Exclusion of liability

1. The operator provides the application City Performer, its content and related services "as is". The operator does not provide any warranty for the application City Performance and related services.
2. The information published on City Performance is for informational purposes only and the operator does not guarantee its accuracy and timeliness.
3. Any risk associated with the use of application City Performer and related services and information shall be borne by the user. Users use City Performer on their own responsibility. Neither the operator, nor his employees, collaborators or other persons involved in City Performer shall be responsible (liable) for the use of City Performer and related services, for the continuous operation of City Performer, its safety and security, its being error-free and its virus-free condition.
4. The operator shall not be responsible (liable) for a loss, misuse, destruction or, where applicable, other interference with the content of a registered user. The operator shall not be responsible (liable) for the content saved by the registered user or a third party in City Performer.

Article XII

Exclusion of liability for damage

1. Neither the operator, nor his employees, collaborators or other parties involved in the application City Performer shall be liable for possible damage incurred by a user, registered user or a third party in connection with
 - a) the use of the application City Performer, its content, information and services,
 - b) their inability to use the application City Performer ,
 - c) the removal or a change to the content of application City Performer ,
 - d) information provided directly or through the application City Performer.
2. The content stored in the application City Performer, is the responsibility of the user or, where applicable, another person who has inserted it there. The user undertakes to compensate for the damage incurred by the operator in connection with action or omission of the user which is in contravention of these terms and conditions of business or valid legislation. The user also undertakes to compensate for damage that arises in connection with the assertion of claims by a third party if such damage has arisen on the basis of the

use of the application City Performer by the user in violation of the law or in connection therewith.

Article XIII

Copyright

1. The owner of the application City Performer and all the content on it is the operator. The application City Performer and its content are protected under Act No. 185/2015 Z. z. [Collection of Laws of the Slovak Republic] - Copyright Act.
2. Users may use the application City Performer within the scope of the granted license in accordance with the terms and conditions set forth in these terms and conditions of business. The operator grants the user a limited, non-transferable and non-exclusive license to use the application City Performer and its content.
3. Any use of the content, in particular the creation of copies, the content's public dissemination, processing, translation and adaptation, public display, execution or transmission, without the prior consent of the operator as the author is prohibited.
4. The content published on the website www.cityperformer.com is freely accessible to users who may use it exclusively for the purpose of using it. Use of published content, in particular the creation of a copy, the published content's public dissemination, processing, translation and adaptation, public display, execution or transmission, requires the consent of the operator. The use of the work for other than the defined purposes is without the prior written consent of the operator is prohibited.

Article XIV

Change and termination of the contract

1. The contract between the operator and a user is entered into for an indefinite period of time.
2. The operator reserves the right to change, adjust, add or cancel any provision of these terms and conditions of business at any time. The changed terms and conditions of business shall be valid and effective from the time of their publication on the website www.cityperformer.com. Users is obliged to monitor any changes of this terms and conditions. The operator may inform registered users of a change in the terms and conditions by a notification sent by e-mail or through the user account. So far as the user does not agree to the change in the terms and conditions of business, he may immediately terminate the contract by cancelling the user account. If the user does not give notice to terminate the contract within 48 hours of sending the notification of change in the terms and conditions of business, he shall be deemed to agree to the change.
4. The registered user may give notice to terminate the contract at any time by cancelling his user account. The notice of termination takes effect immediately. By termination of the contract the registered user loses his right to sing into his account and all the data will no longer be publishable or accessible to registered user.
5. The user does not have right for aliquot part of the payed license fee in case of termination of the contract before expiring of the subscription.

Article XV

Dispute resolution

1. The contracting parties agree that the contractual relationship between the operator and a user, as well as all related legal relationships, shall be governed by the law of the Slovak Republic.
2. The contracting parties agree that, if a dispute arises, jurisdiction shall lie with a court of the Slovak Republic.

Article XVI

Personal data protection

1. The operator processes personal data of data subjects in accordance with the Regulation 2016/679 of the European Parliament and of the Council on the protection of natural persons with regard to the processing of personal data and on the free movement of such data (hereinafter referred to as "GDPR") and the Act No. 18/2018 Z. z. [Collection of Laws of the Slovak Republic] on personal data protection (hereinafter referred to as the "PDP Act"). For information on how we process personal data see Privacy Policy.

Article XVII

Final provisions

1. These terms and conditions of business shall become valid and effective at the moment of their publication on the website www.cityperformer.sk.
2. If any provision of these terms and conditions of business is, or becomes, invalid or ineffective, this shall not entail the invalidity or ineffectiveness of the entire contract.
3. Relationships, rights and obligations of the contracting parties not regulated in these terms and conditions of business shall be governed by the provisions of the Commercial Code, the Civil Code, the Copyright Act and other relevant legislation of the Slovak Republic.