

TERMS OF USE

1. Preamble

This is Terms of Use of OrganicWall.eu (further "OrganicWall") web protection services (further "Service"). All references to "OrganicWall" below to

Plain Organics s.r.o.

IČO: 075 62 209 Klimentska12/46,

Prague 110 00,

Czech Republic (further "Company").

2. Acceptance of Terms

2.1 The Service is offered subject to acceptance, without modification, of these Terms of Use and all other operating rules, policies and procedures that may be published from time to time on the Sites of the Company: organicwall.eu ("further Sites").

2.2 The Service is available to corporates and individuals who are at least 16 years old. By using Service of OrganicWall, the customer agrees and undertakes:

- a) to use the service in accordance with these terms and conditions as may be varied by OrganicWall either by written notice or by notice published on the Site
- b) to indemnify OrganicWall against all liabilities, claims, damages, losses and expenses arising from any breach of the customer's undertakings.
- c) that information is requested by Company for the usage of the service is supplied truthfully, complete and is up to date.

3. Modification of Terms of Use

3.1 Company reserves the right, at its absolute sole discretion, to modify or replace any of the Terms of Use, or change, suspend, or discontinue the Service (including the availability of any feature, database, or content, without limitation) at any time by posting a notice on the Site or by sending you an email. Company may also impose limits on certain features and services or restrict your access to parts or all of the Service without notice or liability. If you don't agree with the new Terms of Use, you are free to reject them; unfortunately, that means you will no longer be able to use the Service. Your continued use of the Service following the posting of any changes to the Terms of Use constitutes

acceptance all changes.

4. Privacy

Plain Organics s.r.o. (hereinafter referred to as "COMPANY") offers its services via the websites: organicwall.eu. COMPANY is responsible for the processing of your Personal Data, as defined below.

5. Definitions

For the purposes of this policy: "Personal Data" means:

- Name, address, telephone number
- IP-address
- Payment Data
- Call Data Records

Collection of the Personal Data and use of collected Personal Data COMPANY collects, uses and stores your Personal Data in accordance with the Law of Czech Republic on the Protection of Personal Data, as modified. COMPANY uses your Personal Data for the provision of Services and billing purposes. COMPANY may use your Personal Data to improve their Services. COMPANY may use your Personal Data to detect misuse of its system and / or a customer account. COMPANY may use the Personal Data to provide you with information relating to your account. COMPANY may use the Personal Data for marketing purposes, unless you object to this. Thus, you may at any time and without charge, contact COMPANY at the above-mentioned address to stop any use of your Personal Data for advertising or solicitation purposes. COMPANY and any partner involved in providing the Services will store your Personal Data no longer than the time necessary to provide Services and in any case no longer than the maximum period permitted by the local laws, rules and regulations on Personal Data protection.

Disclosure and sharing of your Personal Data COMPANY ensures the confidentiality of your Personal Data and will never disclose them to third parties without your consent, apart from the partners involved in providing the Services. However, these partners involved in providing the Services will only receive the Personal Data required to perform Services. COMPANY and its partners are prohibited from using your Personal Data for any other purposes. Your Personal Data can be transmitted and stored in Luxembourg and in Switzerland, offering an adequate level of protection. By using the Services provided by COMPANY, you agree that your Personal Data can be transmitted to partners in Members States of European Union or in countries providing adequate protection for the provision of the Services. Personal Data may additionally be communicated to any employee of COMPANY or any partner involved in providing the Services. The communication to these third parties is limited to data necessary for the performance of their tasks for the same

purposes as the one of COMPANY.

Security of your Personal Data COMPANY uses standard security technologies and procedures to ensure the protection of your Personal Data against unauthorized access, use, disclosure or destruction. COMPANY takes security measures, such as technical and organizational measures against unauthorised or unlawful access to your Personal Data and against accidental loss or destruction of, or damage to your Personal Data. Any sensitive information, such as your credit card number are protected by encryption. The encrypted communication is established using Secure Sockets Layer (SSL) technology. Indeed, SSL provides the secure exchange of data between two computers in order to ensure the confidentiality, integrity of exchanged information and authentication by recognition of the identity of the program, the person or company with which the Personal Data is exchanged.

Access to your Personal Data You can request free access to your Personal Data processed and stored by COMPANY. If you wish to access, update, rectify your Personal Data or object at any time, for compelling and legitimate reasons relating to your special situation, the processing of any data on you, you may make a request in writing to the address of Company. Disclosure of account details to persons other than the authorised employees of VoiceTrading is entirely at the customer's risk. *Cookies* COMPANY draws your attention to the fact that during the time of the connection to the following sites: organicwall.eu, a cookie can be automatically installed.

6. Rules and Conduct

6.1 As a condition of use, you promise not to use the Service for any purpose that is prohibited by these Terms of Use. You will use the Services for your own internal, personal, commercial use, and not on behalf of or for the benefit of any third party, and only in a manner that complies with all laws that apply to you. You are responsible for all of your activity in connection with the Service. If your use of the Services is prohibited by applicable laws, then you aren't authorized to use the Services.

6.2 By way of example, and not as a limitation, you shall not (and shall not permit any third party to) either (i) take any action or (ii) upload, download, post, submit or otherwise distribute or facilitate distribution of any Content on or through the Service, that:

- infringes or violates the intellectual property rights or any other rights of any person or entity (including Company);
- violates any law or regulation, including but not limited to all applicable local, state, national and international laws and regulations;
- is harmful, threatening, abusive, harassing, defamatory, libelous, deceptive, fraudulent, invasive of another's privacy, tortious, obscene, offensive, or profane;

- jeopardizes the security of your account or anyone else's account (such as allowing someone else to log in to the Services as you);
- attempts, in any manner, to obtain the password, account, or other security information from any other user;
- constitutes unauthorized or unsolicited advertising, junk or bulk e-mail ("spamming");
- "crawls," "scrapes," or "spiders" any page, data, or portion of or relating to the Services or Content (through use of manual or automated means);
- involves commercial activities and/or sales without Company's prior written consent, such as telemarketing, call center operations, contests, sweepstakes, barter, advertising, pyramid schemes, or any other use to generate income for yourself or others as a result of calling numbers through the Service (other than for your individual business communications);
- is intended to disrupt, damage, limit or interfere with the proper function of any software, hardware, or telecommunications equipment or to damage or obtain unauthorized access to any system, data, password or other information of Company or any third party; or
- impersonates any person or entity, including any employee or representative of Company.

6.3 Additionally, you shall not: (i) take any action that imposes or may impose (as determined by Company in its absolute sole discretion) an unreasonable or disproportionately large load on Company's (or its third party providers') infrastructure; (ii) interfere or attempt to interfere with the proper working of the Service or any activities conducted on the Service; (iii) bypass any measures Company may use to prevent or restrict access to the Service (or other accounts, computer systems or networks connected to the Service); or (iv) run Maillist, Listserv, any form of auto-responder or spamming on the Service.

6.4 You shall not (directly or indirectly): (i) decipher, decompile, disassemble, reverse engineer or otherwise attempt to derive any source code or underlying ideas or algorithms of any part of the Service, except to the limited extent applicable laws specifically prohibit such restriction, (ii) modify, translate, or otherwise create derivative works of any part of the Service, or (iii) copy, rent, lease, distribute, or otherwise transfer some or all of the rights that you receive hereunder.

6.5 Company reserves the right to remove any Content from the Sites or Service at any time, for any reason (including, but not limited to, upon receipt of claims or allegations from third parties or authorities relating to such Content or if Company is concerned that you may have violated these Terms of Use), or for no reason at all.

7. Fees, Bill Payment, and Refund

7.1 Depending on the Services you use or sign up for, you may be required to pay fees in connection with the Service. Should you elect to subscribe to such features, you shall pay all applicable fees, as described on the Sites in connection with such features. If you request a change in any Service, there may be additional or different fees. Special or enhanced features you use may also carry applicable charges.

7.2 Company will be under no obligation to offer any refunds or reimbursements for the purchase price of any fees you pay to Company.

7.3 Company reserves the right to change its pricing and to institute new charges at any time, upon thirty (30) days prior notice to you, which may be posted on the Sites or other public channels. Use of the Service by you following such notification constitutes your acceptance of any new or increased charges.

8. Third Party Sites

8.1 The Service may permit you to link to other websites or resources on the Internet, and other websites or resources may contain links to the Sites or Services. When you access third party websites, you do so at your own risk. When you access third party websites or use third party services, you accept that there are risks in doing so and that Company is not responsible for such risks. We encourage you to be aware when you leave the Services and to read the terms and conditions and privacy policy of each third party website or service that you visit or utilize.

8.2 Company has not control over, and assumes no responsibility for, the content, accuracy, privacy policies, or practices of or opinions expressed in any third party websites or by any third party that you interact with through the Services. In addition, Company will not and cannot monitor, verify, censor or edit the content of any third party site or service. By using the Services, you release and hold us harmless from any and all liability arising from your use of any third party website or service.

9. Termination / Access restriction

9.1 Company may in its absolute discretion terminate your access to all or any part of the Service at any time, with or without cause, with or without notice, effective immediately, which may result in the forfeiture and destruction of all information associated with your membership.

9.2 If you wish to terminate your account, you may do so in your absolute sole discretion, with our without cause, at any time, and effective immediately by following the instructions on the Sites.

9.3 Any fees paid hereunder are non-refundable; provided, however, that if Company is in breach of the Terms of Use, you may be able to receive a pro-rata refund if you live in a jurisdiction that provides for such pro-rata refunds.

9.4 All provisions of these Terms of Use which by their nature should survive termination, including, without limitation, ownership provisions, warranty disclaimers, indemnity and limitations of liability.

10. Personal Account Terms

Following additional terms also apply to the Personal Account:

Both you and Company acknowledge that these Terms of Use are concluded between you and Company only;

The Personal Account is licensed to you on a limited, non-exclusive, non-transferrable, non-sublicensable basis, solely to be used in connection with the Services for your private, personal, non-commercial use, subject to all the terms and conditions of these Terms of Use as they are applicable to the Services;

You will use the website/s that you own or control;

In the event of any failure of the Personal Account to conform to any applicable warranty, including those implied by law, you may notify Company of such failure; upon notification, Company's sole warranty obligation to you will be to refund to you the purchase price, if any, of the Application;

You acknowledge and agree that Company is responsible for addressing any claims you or any third party may have in relation to the Personal Account; You acknowledge and agree that, in the event of any third party claim that the Personal Account or your possession and use of the Personal Account infringes that third party's intellectual property rights, Company will be responsible for the investigation, defense, settlement and discharge of any such infringement claim;

Both you and Company acknowledge and agree that, in your use of the Personal Account, you will comply with any applicable third party terms of agreement which may affect or be affected by such use; and

11. Integration and Severability

11.1 These Terms of Use are the entire agreement between you and Company with respect to the Service and use of the Site, and supersede all prior or contemporaneous communications and proposals (whether oral, written or electronic) between you and

Company with respect to the Site.

11.2 If any provision of these Terms of Use is found to be unenforceable or invalid, that provision will be limited or eliminated to the minimum extent necessary so that the Terms of Use will otherwise remain in full force and effect and enforceable.

11.3 Nothing in these Terms of Use is intended to exclude or limit Company's liability for fraud or fraudulent misrepresentation.

11.4 The failure of either party to exercise in any respect any right provided for herein shall not be deemed a waiver of any further rights hereunder.

12. Indemnification

12.1 You shall defend, indemnify, and hold harmless Company, its affiliates and each of its, and its affiliates employees, contractors, directors, suppliers and representatives from all liabilities, claims, and expenses, including reasonable attorneys' fees, that arise from or relate to: your use or misuse of, or access to, the Sites, Service, Content or otherwise from your User Submissions; your violation of these Terms of Use; or infringement by you, or any third party using your account, of any intellectual property or other right of any person or entity.

12.2 Company reserves the right to assume the exclusive defense and control of any matter otherwise subject to indemnification by you, in which event you will assist and cooperate with Company in asserting any available defenses.

13. Dispute Resolution

13.1 The printed version of these Terms of Use and of any notice given in electronic form shall be admissible in judicial or administrative proceedings based upon or relating to these Terms of Use to the same extent and subject to the same conditions as other business documents and records originally generated and maintained in printed form.

13.2 You and Company agree that any cause of action arising out of or related to the Service must commence within one (1) year after the cause of action arose; otherwise, such cause of action is permanently barred.

13.3 These Terms of Use shall be governed by and construed in accordance with the laws of the State of California, excluding its conflicts of law rules, and the United States of America.

13.4 Arbitration. Any dispute arising from or relating to the subject matter of this Agreement shall be finally settled by arbitration in Prague County, Czech Republic, using

the Czech language then in effect, by one commercial arbitrator with substantial experience in resolving intellectual property and commercial contract disputes. The prevailing party in the arbitration shall be entitled to receive reimbursement of its reasonable expenses (including reasonable attorneys' fees, expert witness fees and all other expenses) incurred in connection therewith. Judgment upon the award so rendered may be entered in a court having jurisdiction or application may be made to such court for judicial acceptance of any award and an order of enforcement, as the case may be. Notwithstanding the foregoing, each party shall have the right to institute an action in a court of proper jurisdiction for injunctive or other equitable relief pending a final decision by the arbitrator.

13.5 Jurisdiction. For all purposes of this Agreement, the parties consent to exclusive jurisdiction Czech Republic.

14. Warranty Disclaimer

14.1 Company does not make any representations or give any warranties, conditions or other terms (collectively "Promises") concerning any content contained in or accessed through the Services, and we will not be responsible or liable for the accuracy, copyright compliance, legality, or decency of material contained in or accessed through the Services. Company does not make any Promises that the Services will function without disruptions, delays, or errors. Many factors, including your local network, your internet service provider, your firewall, your power supply, the public telephone network, and the public internet, may affect your ability to use the Services and the quality of your communications through the Services, and may result in the failure of your communication. Company is not responsible for any disruption, interruption or delay caused by any failure of or inadequacy in any of these factors or any other items over which Company has no control. We make no representations or Promises regarding suggestions or recommendations of services or products offered or purchased through the Services. Products and Services purchased or offered (whether or not following such recommendations and suggestions) through the Services are provided "AS IS" and without any warranty of any kind from Company or others (unless, with respect to such others only, provided expressly and unambiguously in writing by a designated third party for a specific product).

14.2 The services and content are provided on an "as-is" basis, without promises of any kind, either express or implied, including, without limitation, implied warranties of merchantability, fitness for a particular purpose, non-infringement, or that use of the services will be uninterrupted or error-free. Some states and jurisdictions do not allow the foregoing limitations on implied promises (or the duration of implied promises), and where this is the case the above limitations will not apply to you; provided, however, that all warranties, conditions and other terms implied by statute or common law are excluded

from these terms of use to the fullest extent permitted by law.

14.3 COMPANY MAKES NO GUARANTY OF CONFIDENTIALITY OR PRIVACY OF ANY COMMUNICATION OR INFORMATION TRANSMITTED ON THE SITES OR ANY WEBSITE LINKED TO THE SITES. Company will not be liable for the privacy of email addresses, registration and identification information, disk space, communications, confidential or trade-secret information, or any other Content stored on Company's equipment, transmitted over networks accessed by the Sites, or otherwise connected with your use of the Service. Some states and jurisdictions do not allow the preceding limitation of liability on the protection of privacy to the extent personal information is stored on Company's equipment; where this is the case, the preceding limitations do not apply to you, but only to the extent such information is stored on Company's equipment.

15. Limitation of Liability

15.1 Nothing in these terms of use excludes or limits liability of company for:

15.1.1 death or personal injury caused by company's negligence; or

15.1.2 fraud or fraudulent misrepresentation.

15.2 subject to clauses 15.1-15.3: 15.2.1 company shall not be liable, whether in contract, misrepresentation (whether innocent or negligent), tort (including negligence) or otherwise, for:

- Loss of profits; or
- Loss of business; or
- Depletion of goodwill or similar losses; or
- Loss of anticipated savings; or
- Loss of goods; or
- Loss of contract; or
- Loss of use; or
- Loss or corruption of data or information; or
- Any special, indirect, consequential or pure economic loss, costs, damages, charges or expenses, whether the same are suffered by you or any person claiming under or through you and whether the same are suffered directly or indirectly.

15.1.5 company's total liability in contract, misrepresentation (whether innocent or negligent), tort (including negligence) or otherwise, arising in connection with the performance or contemplated performance of these terms of use shall be limited to any amount paid by you to company in the previous twelve (12) month period.

16. Miscellaneous

16.1 Company shall not be liable for any failure to perform its obligations hereunder where such failure results from any cause beyond Company's reasonable control, including, without limitation, mechanical, electronic or communications failure or degradation (including "line-noise" interference).

16.2 These Terms of Use are personal to you, and are not assignable, transferable or sublicensable by you except with Company's prior written consent. Company may assign, transfer or delegate any of its rights and obligations hereunder without consent.

16.3 No agency, partnership, joint venture, or employment relationship is created as a result of these Terms of Use and neither party has any authority of any kind to bind the other in any respect.

16.4 In any action or proceeding to enforce rights under these Terms of Use, the prevailing party will be entitled to recover costs and attorneys' fees.

16.5 All notices under these Terms of Use will be in writing and will be deemed to have been duly given when received, if personally delivered or sent by certified or registered mail, return receipt requested; when receipt is electronically confirmed, if transmitted by facsimile or e-mail; or the day after it is sent, if sent for next day delivery by recognized overnight delivery service.

17. Copyright and Trademark Notices 20.1 Unless otherwise indicated, these Terms of Use and all Content provided by the Company are copyright © 2018 Plain Organics. All rights reserved.

17.2 The names of actual companies and products mentioned at the Sites may be the trademarks of their respective owners.

17.3 Company has adopted the following general policy toward copyright infringement

17.4 It is Company's policy to (1) block access to or remove Content that it believes in good faith to be copyrighted material that has been illegally copied and distributed by any of our advertisers, affiliates, content providers, members or users; and (2) remove and discontinue service to repeat offenders.

17.5 Procedure for Reporting Copyright Infringements:

17.5.1 If you believe that Content residing on or accessible through the Site or Service infringes a copyright, please send a notice of copyright infringement containing the following information to the

Designated Agent listed below: A physical or electronic signature of a person authorized to

act on behalf of the owner of the copyright that has been allegedly infringed; Identification of works or materials being infringed; Identification of the Content that is claimed to be infringing including information regarding the location of the Content that the copyright owner seeks to have removed, with sufficient detail so that Company is capable of finding and verifying its existence; Contact information about the notifier including address, telephone number and, if available, e-mail address; A statement that the notifier has a good faith belief that the Content is not authorized by the copyright owner, its agent, or the law; and A statement made under penalty of perjury that the information provided is accurate and the notifying party is authorized to make the complaint on behalf of the copyright owner.

17.6 Once Proper Bona Fide Infringement Notification is Received by the Designated Agent: 17.6.1 It is Company's policy: a. to remove or disable access to the infringing Content; b. to notify the Content provider, member or user that it has removed or disabled access to the Content; and c. that repeat offenders will have the infringing Content removed from the system and that Company will terminate such content provider's, member's or user's access to the service.

17.7. Procedure to Supply a Counter-Notice to the Designated Agent:

17.7.1 If the Content provider, member or user believes that the Content that was removed or to which access was disabled is either not infringing, or the Content provider, member or user believes that it has the right to post and use such Content from the copyright owner, the copyright owner's agent, or pursuant to the law, the content provider, member or user must send a counter-notice containing the following information to the Designated Agent listed below: a) A physical or electronic signature of the Content provider, member or user; b) Identification of the Content that has been removed or to which access has been disabled and the location at which the Content appeared before it was removed or disabled; c) A statement that the Content provider, member or user has a good faith belief that the Content was removed or disabled as a result of mistake or a misidentification of the Content; and d) Content provider's, member's or user's name, address, telephone number, and, if available, e-mail address and a statement that such person or entity consents to the jurisdiction of the Federal Court for the judicial district in which the content provider's, member's or user's address is located, or if the Content provider's, member's or user's address is located outside the United States, for any judicial district in which Company is located, and that such person or entity will accept service of process from the person who provided notification of the alleged infringement.

17.7.2 If a counter-notice is received by the Designated Agent, Company may send a copy of the counter-notice to the original complaining party informing that person that it may replace the removed Content or cease disabling it in 10 business days. Unless the



copyright owner files an action seeking a court order against the Content provider, member or user, the removed Content may be replaced, or access to it restored, in 10 to 14 business days or more after receipt of the counter-notice, at Company's discretion.

18. Contact

The Service is operated and provided by Plain Organics. If you have questions about these Terms of Use please contact us at

security@organicwall.eu +420 791 992 722

Plain Organics s.r.o. Klimentska 1216/46, 110 00, Prague CZ.