

## TERMS OF USE

Last updated: May 15, 2023

### 1. **Introduction**

Welcome to Starling limited liability company Belgrade, Republic of Serbia, with the registered seat at Brodarska 1, 11070 new Belgrade – Belgrade, Republic of Serbia, company ID number 21793264, tax ID number 113044067 (“**Company**”, “**we**”, “**our**”, “**us**”)!

These Terms of Use (“**Terms**”, “**Terms of Use**”) govern your use of our web pages located at <https://www.starlingintelligence.com> or <https://www.starling-app.myshopify.com> and our software provided by the Company downloaded by You through the Company’s Website (as defined below), named Starling Desktop (the “**Software**”) if and when you download it (together or individually “**Service**”) operated by us.

As you have just clicked our Terms of Use, please carefully read the following pages.

By accessing and using our website, you agree to be bound by these Terms of Use and our Privacy Policy. If you do not agree to these terms, please do not use our website.

Our Privacy Policy also governs your use of our Service and explains how we collect, safeguard and disclose information that results from your use of our web pages. Please read it here <https://starling-llc-public.s3.eu-central-1.amazonaws.com/Privacy+Policy.pdf>.

Your agreement with us includes these Terms and our Privacy Policy (“**Agreements**”). You acknowledge that you have read and understood Agreements and agree to be bound of them.

If you do not agree with (or cannot comply with) Agreements, then you may not use the Service. These Terms apply to all visitors, users and others who wish to access or use the Service.

Thank you for being responsible.

### 2. **Definitions**

In addition to the capitalized terms defined above or elsewhere in these Terms, unless otherwise specifically provided herein, for the purposes of these Terms, the following capitalized terms shall have the following meaning:

“**Affiliate**” means any physical person, company or legal entity that directly or indirectly controls, or is controlled by, or is under common control with either the Company or You (hereinafter referred to as the „Relevant Party“), where “control” means to: (a) own more than 50% of the Relevant Party; or (b) be able to directly or indirectly control the decision-making process within the Relevant Party through any lawful means (e.g., a contract that allows control).

**“Application Shop”** or “Online store” or “E-commerce platform” means the Shopify platform through which the Company offers its purchase options of additional Software features and collects payment for said features.

**“Company’s Website”** means <https://www.starlingintelligence.com> and <https://www.starling-app.myshopify.com> through which the Software has been downloaded to your Device.

**“Device”** means any device that can access the Company’s Website and/or the Software such as, without limitation, a computer, a mobile phone or a digital tablet.

**“Third-Party Services”** means any services or content (including data, information, applications and other products services) provided by a third-party that may be displayed, included or made available by the Software, including the Application Shop.

**“You”** means the individual accessing or using the Company’s Website and/or Software or the company, or other legal entity on behalf of which such individual is accessing or using the Company’s Website and/or Software, as applicable.

In these Terms, unless the context otherwise admits or requires, words denoting the singular include the plural and vice versa, words denoting persons include physical persons and all kinds of legal entities and the masculine includes the feminine and the neuter and vice versa.

### **3. Use of Company’s Website and Software**

You agree to use Company’s Website and/or Software for lawful purposes and in a way that does not infringe upon the rights of any third party. You may not use Company’s Website and/or Software in a way that could damage, disable, overburden, or impair Company’s Website and/or Software or interfere with any other party's use of Company’s Website and/or Software.

### **4. Purchases**

The Software may have additional features, described on the Company’s Website, Software and/or Application Shop, the access of which may be subject to payment of fees and charges (hereinafter referred to as: **“Features”**).

If you wish to purchase any of the Features made available through Service (**“Purchase”**), such Purchase shall be made through the Application Shop and you may be asked by the Application Shop to supply certain information relevant to your Purchase including, without limitation, your credit card number, the expiration date of your credit card and your billing address, pursuant to their terms and conditions and privacy policy.

You represent and warrant that: (i) you have the legal right to use any credit card(s) or other payment method(s) in connection with any Purchase; and that (ii) the information you supply to us is true, correct and complete.

The Features have a validity period as specified on the Company's Website, the Software or the Application Shop after which the validity of Features shall automatically expire and will not be further available for usage thereof. After the expiration of Feature's validity period, in order to use the Feature(s) for further exploitation, you must make a new Purchase of Features pursuant to fees and charges applicable at the time of such Purchase. Alternatively, such Purchase may be initiated by You at any time before expiration of the Feature's validity period, after which the Feature's validity period shall be extended according to the purchased Feature extension option, i.e. added-on to any previous validity period the Feature had remaining before the purchase.

We reserve the right to refuse or cancel Your order at any time for reasons including but not limited to: product or service availability, errors in the description or price of the product or service, error in Your order or other reasons.

We reserve the right to refuse or cancel Your order if fraud or an unauthorized or illegal transaction is suspected.

## 5. **Fee Changes**

The Company may, in its sole discretion and at any time, modify the fees for the Features. Any fee change will become effective for any future Purchase made after the fee change and such change will be clearly stated at the time of future Purchases.

Your making the Purchase after the fee change comes into effect constitutes your agreement to pay the modified fee amount.

## 6. **Refunds**

Except when required by law, paid fees for the Features are non-refundable.

## 7. **Content**

Our Service may allow you to post, link, store, share and otherwise make available certain information, text, graphics, videos, or other material ("**Content**"). You are responsible for Content that you post on or through Service, including its legality, reliability, and appropriateness.

By posting Content on or through Service, You represent and warrant that: (i) Content is Yours (You own it) and/or You have the right to use it and the right to grant us the rights and license as provided in these Terms, and (ii) that the posting of Your Content on or through Service does not violate the privacy rights, publicity rights, copyrights, contract rights or any other rights of any person or entity. We reserve the right to terminate the account of anyone found to be infringing on a copyright.

You retain any and all of Your rights to any Content you submit, post or display on or through Service and You are responsible for protecting those rights. We take no

responsibility and assume no liability for Content You or any third party posts on or through Service.

## **8. Prohibited Uses**

You may use Service only for lawful purposes and in accordance with Terms. You agree not to use Service:

- (a) In any way that violates any applicable national or international law or regulation.
- (b) For the purpose of exploiting, harming, or attempting to exploit or harm minors in any way by exposing them to inappropriate content or otherwise.
- (c) To transmit, or procure the sending of, any advertising or promotional material, including any “junk mail”, “chain letter,” “spam,” or any other similar solicitation.
- (d) To impersonate or attempt to impersonate Company, a Company employee, another user, or any other person or entity.
- (e) In any way that infringes upon the rights of others, or in any way is illegal, threatening, fraudulent, or harmful, or in connection with any unlawful, illegal, fraudulent, or harmful purpose or activity.
- (f) To engage in any other conduct that restricts or inhibits anyone’s use or enjoyment of Service, or which, as determined by us, may harm or offend Company or users of Service or expose them to liability.

Additionally, you agree not to:

- (a) Use Service in any manner that could disable, overburden, damage, or impair Service or interfere with any other party’s use of Service, including their ability to engage in real time activities through Service.
- (b) Use any robot, spider, or other automatic device, process, or means to access Service for any purpose, including monitoring or copying any of the material on Service.
- (c) Use any manual process to monitor or copy any of the material on Service or for any other unauthorized purpose without our prior written consent.
- (d) Use any device, software, or routine that interferes with the proper working of Service.
- (e) Introduce any viruses, trojan horses, worms, logic bombs, or other material which is malicious or technologically harmful.

- (f) Attempt to gain unauthorized access to, interfere with, damage, or disrupt any parts of Service, the server on which Service is stored, or any server, computer, or database connected to Service.
- (g) Attack Service via a denial-of-service attack or a distributed denial-of-service attack.
- (h) Take any action that may damage Company's reputation.
- (i) Otherwise attempt to interfere with the proper working of Service.

## 9. **Analytics**

We may use third-party service providers to monitor and analyze the use of our Service. The following is a non-exhaustive list of potential third-party service providers. We reserve the right to use other third-party service providers not listed below.

### **Shopify**

Shopify is a platform through which the Company's Website <https://www.starling-app.myshopify.com> is operating and through which the Company offers its purchase options of additional Features and collects payment for said Features.

You can find their Privacy Policy here: <https://www.shopify.com/legal/privacy>.

### **Google Analytics**

Google Analytics is a web analytics service offered by Google that tracks and reports website traffic. Google uses the data collected to track and monitor the use of our Service. This data is shared with other Google services. Google may use the collected data to contextualise and personalise the ads of its own advertising network.

For more information on the privacy practices of Google, please visit the Google Privacy Terms web page: <https://policies.google.com/privacy?hl=en>

- We also encourage you to review the Google's policy for safeguarding your data: <https://support.google.com/analytics/answer/6004245>.

### **Firebase**

Firebase is analytics service provided by Google Inc.

You may opt-out of certain Firebase features through your Device settings, such as your Device advertising settings or by following the instructions provided by Google in their Privacy Policy: <https://policies.google.com/privacy?hl=en>

- For more information on what type of information Firebase collects, please visit the Google Privacy Terms web page: <https://policies.google.com/privacy?hl=en>

## 10. **Restrictive Use**

Service is intended only for access and use by individuals at least fifteen (15) years old or minimum legal age required in Your jurisdiction for this type of commitment. By accessing or using any of Services, You warrant and represent that You are at least fifteen (15) years of age or minimum legal age required in Your jurisdiction for such purposes and with the full authority, right, and capacity to enter into this agreement and abide by all of the terms and conditions of Terms. If you are not at least the required age, you are prohibited from both the access and usage of Service.

## **11. Accounts**

If and when You create an account with us, You guarantee that the information You provide us is accurate, complete, and current at all times. Inaccurate, incomplete, or obsolete information may result in the immediate termination of Your account on Service.

You are responsible for maintaining the confidentiality of Your account and password, including but not limited to the restriction of access to Your Device and/or account. You agree to accept responsibility for any and all activities or actions that occur under Your account and/or password, whether your password is with our Service or a Third-Party Service. You must notify us immediately upon becoming aware of any breach of security or unauthorized use of your account.

You may not use as a username the name of another person or entity or that is not lawfully available for use, a name or trademark that is subject to any rights of another person or entity other than You, without appropriate authorization. You may not use as a username any name that is offensive, vulgar or obscene.

We reserve the right to refuse service, terminate accounts, remove or edit content, or cancel orders in our sole discretion.

## **12. Intellectual Property**

Service and all its original content (excluding Content provided by users), materials, features and functionality including but not limited to text, graphics, logos, images, and software, are and will remain the exclusive property of the Company. Service is protected by applicable copyright and trademark laws. You may not use any of our content or materials without our prior written consent.

## **13. Error Reporting and Feedback**

You may provide us either directly at [support@starlingintelligence.com](mailto:support@starlingintelligence.com) or via third party sites and tools with information and feedback concerning errors, suggestions for improvements, ideas, problems, complaints, and other matters related to our Service (“**Feedback**”). You acknowledge and agree that: (i) You shall not retain, acquire or assert any intellectual property right or other right, title or interest in or to the Feedback; (ii) Company may have development ideas similar to the Feedback; (iii) Feedback does not contain confidential information or proprietary information from You or any third party; and (iv) Company is not under any obligation of confidentiality with respect to the Feedback. In

the event the transfer of the ownership to the Feedback is not possible due to applicable mandatory laws, You grant Company and its Affiliates an exclusive, transferable, irrevocable, free-of-charge, sub-licensable, unlimited and perpetual right to use (including copy, modify, create derivative works, publish, distribute and commercialize) Feedback in any manner and for any purpose.

The third party sites and tools mentioned above include, without limitation:

**Rollbar**

Rollbar is error tracking service provided by Rollbar Inc. Find out more here: <https://docs.rollbar.com/docs/privacy-policy>.

**14. Links To Other Web Sites**

Our Service may contain links to Third-Party Services or web sites that are not owned or controlled by the Company.

The Company has no control over, and assumes no responsibility for the content, privacy policies, or practices of any Third-Party Services or web sites. We do not warrant the offerings of any of these entities/individuals or their websites.

You acknowledge and agree that the Company shall not be responsible or liable, directly or indirectly, for any damage or loss caused or alleged to be caused by or in connection with use of or reliance on any such content, goods or services available on or through any such Third-Party Services or web sites.

We strongly advise you to read the terms of service and privacy policies of any Third-Party Services or web sites that You visit.

**15. Disclaimer Of Warranty**

The Service is provided to You "AS IS" and "AS AVAILABLE" and with all faults and defects without warranty of any kind. To the maximum extent permitted under applicable law, the Company, on its own behalf and on behalf of its Affiliates and its and their respective licensors and service providers, expressly disclaims all warranties, whether express, implied, statutory or otherwise, with respect to the Service, including all implied warranties of merchantability, fitness for a particular purpose, title and non-infringement, and warranties that may arise out of course of dealing, course of performance, usage or trade practice. Without limitation to the foregoing, the Company provides no warranty or undertaking, and makes no representation of any kind that the Service will meet your requirements, achieve any intended results, be compatible or work with any other software, applications, systems or services, operate without interruption, meet any performance or reliability standards or be error free or that any errors or defects can or will be corrected.

Without limiting the foregoing, neither the Company nor any of the Company's Affiliates make any representation or warranty of any kind, express or implied: (i) as to the operability or availability of the Service, or the information, content, and materials or products included

thereon; (ii) that the Service will be uninterrupted or error-free; (iii) as to the accuracy, reliability, or validity of any information or content provided through the Service; or (iv) that the Service, its servers, the content, or e-mails sent from or on behalf of the Company are free of any viruses, malwares, or other components which may be harmful to Your Device(s) thereof.

Under condition that some jurisdictions do not allow the exclusion of certain types of warranties or limitations based on applicable legal or statutory consumer's rights, therefore some or all of the above exclusions and limitations may not apply to You. In such case(s) the exclusions and limitations set forth above shall be applied to the greatest extent enforceable under applicable law.

## **16. Limitation Of Liability**

Notwithstanding any damages that You might incur, the entire liability of the Company and any of its Affiliates, vendors or suppliers under any provision of these Terms shall be limited to the amount actually paid by You for the Service and its features through Company's Website, Application Shop or any other applicable way.

To the maximum extent permitted by applicable law, in no event shall the Company or any of its Affiliates, vendors or suppliers be liable for any special, incidental, indirect, or consequential damages whatsoever (including, but not limited to, damages for loss of revenues or profits or goodwill or anticipated sales or savings, loss of data or other information, for business interruption, for personal injury, loss of privacy arising out of or in any way related to the use of or inability to use the Service, third-party software and/or third-party hardware used with the Service, or otherwise in connection with any provision of these Terms), even if the Company or any supplier has been advised of the possibility of such damages and even if the remedy fails of its essential purpose.

Some jurisdictions do not allow the exclusion or limitation of incidental or consequential damages, so the above limitation or exclusion may not apply to You.

You expressly understand and agree that the Application Shop, its subsidiaries and affiliates, and its licensors shall not be liable to You under any theory of liability for any direct, indirect, incidental, special consequential or exemplary damages that may be incurred by You, including any loss of data, whether or not the Company or its representatives have been advised of or should have been aware of the possibility of any such losses arising.

## **17. Termination**

We may terminate or suspend Your account and bar access to Service immediately, without prior notice or liability, under our sole discretion, for any reason whatsoever and without limitation, including but not limited to a breach of Terms.

If you wish to terminate your account, you may simply discontinue using Service.

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

## **18. Governing Law**

These Terms shall be governed and construed in accordance with the laws of the Republic of Serbia.

Our failure to enforce any right or provision of these Terms will not be considered a waiver of those rights. If any provision of these Terms is held to be invalid or unenforceable by a court, the remaining provisions of these Terms will remain in effect. These Terms constitute the entire agreement between us regarding our Service and supersede and replace any prior agreements we might have had between us regarding Service.

## **19. Changes To Service**

We reserve the right to withdraw or amend our Service, and any service or material we provide via Service, in our sole discretion without notice. We will not be liable if for any reason all or any part of Service is unavailable at any time or for any period. From time to time, we may restrict access to some parts of Service, or the entire Service, to users, including registered users.

## **20. Amendments To Terms**

We may amend Terms at any time by posting the amended terms on this site. It is your responsibility to review these Terms periodically.

Your continued use of the Platform following the posting of revised Terms means that you accept and agree to the changes. You are expected to check this page frequently so you are aware of any changes, as they are binding on you.

By continuing to access or use our Service after any revisions become effective, you agree to be bound by the revised terms. If you do not agree to the new terms, you are no longer authorized to use Service.

## **21. Waiver And Severability**

No waiver by Company of any term or condition set forth in Terms shall be deemed a further or continuing waiver of such term or condition or a waiver of any other term or condition, and any failure of Company to assert a right or provision under Terms shall not constitute a waiver of such right or provision.

If any provision of Terms is held by a court or other tribunal of competent jurisdiction to be invalid, illegal or unenforceable for any reason, such provision shall be eliminated or limited to the minimum extent such that the remaining provisions of Terms will continue in full force and effect.

## **22. Acknowledgement**

BY USING SERVICE OR OTHER SERVICES PROVIDED BY US, YOU ACKNOWLEDGE THAT YOU HAVE READ THESE TERMS OF USE AND AGREE TO BE BOUND BY THEM.

## **23. Contact Us**

Please send your feedback, comments, requests for technical support:

- By visiting <https://starlingintelligence.com/pages/contact> on the Company's Website, or
- By sending us an email: [support@starlingintelligence.com](mailto:support@starlingintelligence.com)