

Terms of Service

STOMBERG s.r.o. are pleased to provide you its "Geo Field Area - GPS Measure" branded mobile application and all related documentation (each, an ""Geo Field Area - GPS Measure""). PLEASE READ THIS END-USER LICENSE AGREEMENT CAREFULLY BEFORE ACCESSING OR USING "Geo Field Area - GPS Measure", for this End-User License Agreement governs your use of the "Geo Field Area - GPS Measure" and how we provide the "Geo Field Area - GPS Measure".

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A. AGREEMENT:

This "Geo Field Area - GPS Measure" branded mobile application and any services provided through this application (the "Geo Field Area - GPS Measure") referred to as "Geo Field Area - GPS Measure", "we", "us" or "our". Our Privacy Policy applies when you use any of the "Geo Field Area - GPS Measure". By using a "Geo Field Area - GPS Measure", you are consenting to our processing of your information in ways set out in this Privacy Policy. By installing or otherwise using the "Geo Field Area - GPS Measure", you: (a) agree to be bound by the terms and conditions of this EULA, (b) you represent and warrant that you own or control the mobile device in which the "Geo Field Area - GPS Measure" will be installed, and (c) you represent and warrant that you have the right, authority and capacity to enter into this EULA and to abide by all its terms and conditions, just as if you had signed it. The terms and conditions of this EULA also apply to any "Geo Field Area - GPS Measure" updates, supplements, and services that are not provided under a separate license or other agreement with us. If you do not agree to the terms and conditions of this EULA, do not install or use "Geo Field Area - GPS Measure". We may amend these terms and conditions from time to time. If the changes include material changes that affect your rights or obligations, we will notify you of the changes by reasonable means. You acknowledge that an in-app message which notifies you of such changes when you open up the "Geo Field Area - GPS Measure" shall constitute reasonable means. Your continued use of the "Geo Field Area - GPS Measure" after we post any amendments to this EULA will signify your acceptance of such amendments. If you do not agree with any amendment, you must discontinue using the "Geo Field Area - GPS Measure". If you have any questions or concerns regarding the terms or conditions herein, please email us at support@stomberg-sro.com. Do not use the "Geo Field Area - GPS Measure" until your questions and concerns have been answered to your satisfaction and you agree to abide by the EULA.

Notice to consumers: Depending on the laws of the jurisdiction where you live, you may have certain rights that cannot be waived through this EULA and that are in addition to the terms of this EULA, and certain provisions of this EULA may be unenforceable as to you. To the extent that any term or condition of this EULA is unenforceable, the remainder of the EULA shall remain in full force and effect.

Use of the "Geo Field Area - GPS Measure" is subject to our [Privacy Policy](#), which is hereby incorporated into this EULA by reference. This EULA also includes any additional payment terms and other requirements set forth on the download or purchase page through which you purchase or download the "Geo Field Area - GPS Measure". The "Geo Field Area - GPS Measure" may be available through marketplaces that distribute mobile applications and that may have additional terms, conditions and usage rules that govern your use of the "Geo Field Area - GPS Measure" if you download or install the "Geo Field Area - GPS Measure" through such marketplaces.

B. AGE REQUIREMENT:

You must be 13 years of age or older to install or to use the "Geo Field Area - GPS Measure". If you are at least 13 but not yet 18 years of age, please have your parent or legal guardian review this EULA with you, discuss any questions you might have, and install the "Geo Field Area - GPS Measure" for you.

NOTICE TO PARENTS AND GUARDIANS: By granting your child permission to download and access an "Geo Field Area - GPS Measure", you agree to the terms and conditions of this EULA on behalf of your child. You are responsible for exercising supervision over your children's online activities. If you do not agree to this EULA, do not let your child use the "Geo Field Area - GPS Measure" or associated features. If you are the parent or guardian of a child under 13 and believe that he or she is using the "Geo Field Area - GPS Measure", please contact us at support@stomberg-sro.com.

C. GRANT OF LICENSE:

Subject to your compliance with the terms and conditions of this EULA, STOMBERG s.r.o. grants you a limited, non-exclusive, revocable, non-sublicensable, non-transferable license, to access, download and install the most current generally available version of the "Geo Field Area - GPS Measure" on a single, authorized mobile device that you own or control solely for your lawful, personal, and non-commercial entertainment use.

D. DESCRIPTION OF OTHER RIGHTS AND LIMITATIONS:

1. Restricted Use. You may not rent, sell, lease, sublicense, distribute, assign, copy (other than a single copy for your own backup purposes), or in any way transfer or grant any rights to the "Geo Field Area - GPS Measure" or use the

"Geo Field Area - GPS Measure" for the benefit of any third party. Unless expressly authorized by STOMBERG s.r.o. or permitted under the applicable mobile platform terms, you are prohibited from making the "Geo Field Area - GPS Measure" available over a network where it could be downloaded or used by multiple users. You agree that you will not use any robot, spider, other automatic or manual device or process to interfere or attempt to interfere with the proper working of the "Geo Field Area - GPS Measure", except to remove our "Geo Field Area - GPS Measure" from a mobile device which you own or control. You may not violate or attempt to violate the security of our services. You may not modify, reverse-engineer, decompile, disassemble, or otherwise tamper "Geo Field Area - GPS Measure", or attempt to do so for any reason or by any means. You may not access, create or modify the source code of "Geo Field Area - GPS Measure" in any way. You do not have the right to and may not create derivative works of "Geo Field Area - GPS Measure" or any portions thereof. All modifications or enhancements to the "Geo Field Area - GPS Measure" remain the sole property of STOMBERG s.r.o..

2. "Geo Field Area - GPS Measure" Updates. We reserve the right to add or remove features or functions to existing "Geo Field Area - GPS Measure". When installed on your mobile device, the "Geo Field Area - GPS Measure" periodically communicate with our servers. We may require the updating of the "Geo Field Area - GPS Measure" on your mobile device when we release a new version of the "Geo Field Area - GPS Measure", or when we make new features available. This update may occur automatically or upon prior notice to you, and may occur all at once or over multiple sessions. You understand that we may require your review and acceptance of our then-current EULA before you will be permitted to use any subsequent versions of the "Geo Field Area - GPS Measure". You acknowledge and agree that any obligation we may have to support previous versions of the "Geo Field Area - GPS Measure" may be ended upon the availability of updates, supplements or subsequent versions of the "Geo Field Area - GPS Measure". You acknowledge and agree that we have no obligation to make available to you any updates, supplements or subsequent versions of the "Geo Field Area - GPS Measure".

3. Access. You must provide at your own expense the equipment, Internet connections, devices and service plans to access and use the "Geo Field Area - GPS Measure". If you access an "Geo Field Area - GPS Measure" through a mobile network, your network or roaming provider's messaging, data and other rates and fees may apply. You are solely responsible for any costs you incur to access the "Geo Field Area - GPS Measure" from your device. Downloading, installing or using "Geo Field Area - GPS Measure" may be prohibited or restricted by your network provider and not all "Geo Field Area - GPS Measure" may work with your network provider or device. STOMBERG s.r.o. makes no representation that the "Geo Field Area - GPS Measure" can be accessed on all devices or wireless service plans. STOMBERG s.r.o. makes no representation that the "Geo Field Area - GPS Measure" are available in all languages or that the "Geo Field Area - GPS Measure" are appropriate or available for use in any particular location.

4. Purchases & Cancellation Rights.

(A) Where you purchase from a third party: "Geo Field Area - GPS Measure" is available for purchase from a mobile platform owner (e.g. Apple or Google) and/or will allow you to make an in-application purchase. Payment for such purchases may be processed by third parties who act on our behalf or directly by the mobile platform owner. European Union residents normally have a right to cancel online purchases within 14 days of making them. Please note and acknowledge: if you are resident in the European Union and download an "Geo Field Area - GPS Measure" from a mobile platform owner (e.g. Apple or Google), you may not be able to cancel your order or obtain a refund. Please review the mobile platform owner's terms in this regard before purchase. This may also apply to subscriptions and in-app purchases. You can find further information on cancelling orders and any associated refunds on the website of the third party re-seller from whom you purchased the app (for example, the Apple App Store or the Google Play Store).

5. Subscription Services. "Geo Field Area - GPS Measure" on the Apple App Store and Google Play Store will allow you to obtain the benefit of the application on a subscription basis. Payment for such a subscription (which may be for example daily, weekly, monthly, tri-monthly or yearly) may be processed in the application, by third parties who act on our behalf or directly by the mobile platform owner (e.g. Apple or Google). Free trial subscriptions may be cancelled at any point up to 24 hours before the expiry of the free trial (Apple) or at any time before the end of the trial period (Google). See below in paragraph 6 ("Trial Periods") for further information. You can cancel a subscription service at any time during the subscription period via the subscription settings in your iTunes or Android account. The

cancellation will take effect after the last day in the relevant subscription period. See above in paragraph 4 ("Purchases & Cancellation Rights") for further information.

6. Trial Periods. Certain of our subscription services on the Apple App Store and Google Play Store may from time to time be offered for a fixed period of time on a free-trial basis. You are free to cancel a free-trial subscription at any time via the subscription setting in your iTunes or Android account. Please note: your free-trial subscription will automatically renew as a paid subscription unless (a) auto-renew is turned off at least 24 hours before the end of the free-trial subscription period (Apple) or (b) you cancel before the end of the trial period (Google).

7. Online Dispute Resolution. If you reside in the European Union, you can find information about online dispute resolution here: <https://webgate.ec.europa.eu/odr/main/index.cfm?event=main.home.show&lng=EN>. Please note that we reserve the right not to participate in forms of alternative dispute resolution. For further information, please contact: contact@stomberg-sro.com.

E. "Geo Field Area - GPS Measure" FUNCTIONALITY:

"Geo Field Area - GPS Measure" allow you to enjoy various features, functionalities and services, which may change from time to time (collectively, the ""Geo Field Area - GPS Measure" Functions"). The "Geo Field Area - GPS Measure" Functions are provided by STOMBERG s.r.o. and third party suppliers who offer content and/or services in conjunction with or through the "Geo Field Area - GPS Measure" (the "Third Party Partners"). "Geo Field Area - GPS Measure" Functions may provide you with location data for basic navigational purposes only and are not intended to be relied upon in situations where precise location information is needed or where erroneous, inaccurate or incomplete location data may lead to death, personal injury, property or environmental damage. Neither STOMBERG s.r.o., nor any of its Third Party Partners, guarantee the availability, accuracy, completeness, reliability, or timeliness of location data displayed by "Geo Field Area - GPS Measure".

F. THIRD-PARTY PARTNERS:

1. Third-Party Services and Content. The "Geo Field Area - GPS Measure" may integrate, be integrated into, bundled, or be provided in connection with third-party services, advertising, feeds, and/or content. If you are installing an "Geo Field Area - GPS Measure" that includes third party services and third party content, such services and content are subject to such third party's terms of services and privacy policies, which may be found on the relevant Third Party Partner's website. "Geo Field Area - GPS Measure" may provide access or links to Third Party Partner websites or resources. STOMBERG s.r.o. has no control over such websites and resources, and you acknowledge and agree that STOMBERG s.r.o. is not responsible for the availability of such external websites or resources, and does not endorse nor is responsible or liable for any content, advertising, products, or other materials on or available from such websites or resources. You further acknowledge and agree that STOMBERG s.r.o. 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 (as defined below), goods or services available on or through any such website or resource. STOMBERG s.r.o. will not be a party to or in any way be responsible for monitoring any transaction between you and Third Party Partners.

2. Access to Third-Party Services and Content through "Geo Field Area - GPS Measure". All services, advertising, feeds and content, including without limitation, all data, links, articles, graphic or video messages and all information, text, software, music, sound, graphics or other materials ("Content") made available or accessible through an "Geo Field Area - GPS Measure", whether publicly available or privately transmitted, is the sole responsibility of the entity or person from whom it originated. You hereby acknowledge and agree that by using an "Geo Field Area - GPS Measure" you may be exposed to Content that may be offensive, indecent or objectionable in your community. You agree to accept all risks associated with the use of any Content, including any reliance on the accuracy or completeness of such Content. Under no circumstances will STOMBERG s.r.o. be liable in any way for any Content created by or originating with entities other than STOMBERG s.r.o., including, but not limited to, any errors or omissions in any such Content, or for loss or damage of any kind incurred as a result of the transmission or posting of such Content by means of an "Geo Field Area - GPS Measure".

G. SECURITY:

"Geo Field Area - GPS Measure", like other consumer technologies, may not be 100% secure. By accepting this EULA you acknowledge and accept that the "Geo Field Area - GPS Measure" and any information you download or offer to share by means of an "Geo Field Area - GPS Measure", may be exposed to unauthorized access, interception, corruption, damage or misuse, and cannot be regarded as 100% secure. You accept all responsibility for such security risks and any damage resulting therefrom. Further, you are solely responsible for securing your mobile device from unauthorized access, including by such means as using complex password protection and, for Android users, enabling device encryption in your settings. You agree that STOMBERG s.r.o. shall not be liable for any unauthorized access to your mobile device or the app data thereon.

H. UNINSTALL/REMOVAL OF AN "Geo Field Area - GPS Measure":

Uninstallation and removal methods vary depending on your device. To uninstall and remove the "Geo Field Area - GPS Measure", please use the application manager provided with your device or consult your device manual for reference.

I. CONSENT TO USE OF DATA:

You agree that we may collect and use technical data and related information, including but not limited to technical information about your device, system and application software, and peripherals, that is gathered periodically to facilitate the provision of software updates, product support and other services to you (if any) related to the "Geo Field Area - GPS Measure". We may use this information in accordance with the Privacy Policy located [here](#).

J. INTELLECTUAL PROPERTY:

The "Geo Field Area - GPS Measure", including all design, text, images, photographs, illustrations, audio-clips, video-clips, artwork, graphic material, code, content, protocols, software, and documentation provided to you by STOMBERG s.r.o. are STOMBERG s.r.o.'s property or the property of STOMBERG s.r.o.'s licensors, and are protected by U.S. and international copyright, trademarks, patents and other proprietary rights and laws relating to Intellectual Property Rights. "Intellectual Property Rights" means, collectively, rights under patent, trademark, copyright and trade secret laws, and any other intellectual property or proprietary rights recognized in any country or jurisdiction worldwide, including, without limitation, moral or similar rights. You may not delete, alter, or remove any copyright, trademark, or other proprietary rights notice we or Third Party Partners have placed on or within the "Geo Field Area - GPS Measure". All rights not expressly granted hereunder are expressly reserved to STOMBERG s.r.o. and its licensors.

The STOMBERG s.r.o. and "Geo Field Area - GPS Measure", logos and affiliated properties, are the exclusive property of STOMBERG s.r.o. or its affiliates. All other trademarks appearing on any "Geo Field Area - GPS Measure" are trademarks of their respective owners, and the use of such trademarks shall inure to the benefit of the trademark owner. Our partners or service providers may also have additional proprietary rights in the content which they make available through an "Geo Field Area - GPS Measure". The trade names, trademarks and service marks owned by us, whether registered or unregistered, may not be used in connection with any product or service that is not ours, in any manner that is likely to cause confusion. Nothing contained in herein should be construed as granting, by implication, estoppel or otherwise, any license or right to use any of our trade names, trademarks or service marks without our express prior written consent.

K. COPYRIGHT/SUBMISSIONS:

1. You are solely responsible for any Content you contribute, submit or display on or through your use of the "Geo Field Area - GPS Measure"(s). It is your obligation to ensure that such Content, including photos, text, video and music files, does not violate any copyright or other Intellectual Property Rights. You must either own or have a license to use any Content that you contribute, submit or display.

2. STOMBERG s.r.o. respects and expects its users to respect the rights of copyright holders. On notice, STOMBERG s.r.o. will act appropriately to remove content that infringes the copyright rights of others. STOMBERG s.r.o. reserves the right to disable the access to "Geo Field Area - GPS Measure" or other services by anyone who uses them to repeatedly infringe the Intellectual Property Rights of others. If you believe an "Geo Field Area - GPS Measure", or elements, infringe your copyright rights, Please contact STOMBERG s.r.o.'s Copyright Agent at:

STOMBERG s.r.o..

email: contact@stomberg-sro.com

Please ensure your communication includes the following:

- an electronic or physical signature of the person authorized to act on behalf of the owner of the copyright interest;
- a description of the copyrighted work that you claim has been infringed;
- a description of where the material that you claim is infringing is located on the "Geo Field Area - GPS Measure";
- your address, telephone number, and email address;
- a statement by you that you have a good faith belief that the disputed use is not authorized by the copyright owner, its agent, or the law;
- a statement by you that the above information in your notice is accurate and that you are the copyright owner or authorized to act on the copyright owner's behalf.

3. Objectionable Content. STOMBERG s.r.o. may also act to remove Objectionable Content. The decision to remove Objectionable Content shall be made at STOMBERG s.r.o.'s sole discretion. "Objectionable Content" includes, but is not limited to:

- Content that is unlawful, harmful, threatening, abusive, harassing, tortuous, defamatory, or libelous,
- Content that is hateful, or advocates hate crimes, harm or violence against a person or group,
- Content that may harm minors in any way;
- Content that has the goal or effect of "stalking" or otherwise harassing another
- Private information about any individual such as phone numbers, addresses, Social Security numbers or any other information that is invasive of another's privacy;
- Content that is vulgar, offensive, obscene or pornographic,
- Unsolicited or unauthorized advertising, promotional materials, "junk mail," "spam," "chain letters," "pyramid schemes," or any other form of solicitation;
- Material that contains software viruses or any other computer code, files or programs designed to interrupt, destroy or limit the functionality of any computer software or hardware or telecommunications equipment.

4. Content Screening and Disclosure. We do not, and cannot, pre-screen or monitor all Content. You acknowledge and agree that you have no expectation of privacy concerning the submission of any Content. We have the right, but not the obligation, in our sole discretion to edit, refuse to post, or remove any Content.

We may access, preserve or disclose any of your information or Content (including without limitation chat text) if we are required to do so by law, or if we believe in good faith that it is reasonably necessary to (i) respond to claims asserted against us or to comply with legal process (for example, subpoenas or warrants), including those issued by courts having jurisdiction over us or you; (ii) enforce or administer our agreements with users, such as this EULA; (iii) for fraud prevention, risk assessment, investigation, customer support, providing the app services or engineering support; (iv) protect the rights, property or safety of STOMBERG s.r.o., its users, or members of the public or (v) to report a crime or other offensive behaviour.

5. Ownership of Content You Submit. Unless otherwise set forth at the point of submission, you retain ownership of all rights in any Content that you submit, through your use of the "Geo Field Area - GPS Measure". However, you grant us permission to use such Content in any way we see fit, for instance for the purposes of promotion of the "Geo Field Area - GPS Measure". If, at our request, you send submissions (such as contest submissions, polling questions) or you send us creative suggestions, ideas, notes, drawings, or other information (collectively, the "Submissions"), such Submissions shall be deemed, and shall remain, the property of STOMBERG s.r.o.. None of the Submissions shall be subject to any obligation of confidence on the part of STOMBERG s.r.o., and STOMBERG s.r.o. shall not be liable for any use or disclosure of any Submissions. Without limitation of the foregoing, STOMBERG s.r.o. shall exclusively own all now known or hereafter existing rights to the Submissions of every kind and nature throughout the universe and shall be entitled to unrestricted use of the Submissions for any purpose whatsoever, commercial or otherwise, without compensation to the provider of the Submissions. You hereby assign to STOMBERG s.r.o. all right, title and interest in and to the Submissions and you hereby waive any moral rights (and any rights of the same or similar effect anywhere in the world existing now or in the future created) relating to the Submissions in favour of STOMBERG s.r.o. and its assignees, licensees and designees.

6. Repeat Infringer Policy. STOMBERG s.r.o. may terminate a user's access to the "Geo Field Area - GPS Measure"(s) if, under appropriate circumstances, the user is determined to be a repeat infringer.

7. No Intended Third Party Beneficiaries. Except as otherwise set forth herein, no third party is an intended beneficiary of this EULA.

L. TERMINATION:

Your rights under this EULA will terminate immediately and automatically without any notice from STOMBERG s.r.o. if you fail to comply with any of the terms and conditions of this EULA. You understand that STOMBERG s.r.o., in its sole discretion, may modify or discontinue or suspend your right to access any of our services or use of any "Geo Field Area - GPS Measure" at any time. Further, STOMBERG s.r.o., with or without any reason, may at any time suspend or terminate any license hereunder and disable the "Geo Field Area - GPS Measure" or any of its component features. You agree that STOMBERG s.r.o. shall not be liable to you or any third-party for any termination or disabling of the "Geo Field Area - GPS Measure". Promptly upon expiration or termination of this EULA, you must cease all use of the "Geo Field Area - GPS Measure" and destroy all copies of "Geo Field Area - GPS Measure" in your possession or control. Termination will not limit any of STOMBERG s.r.o.'s other rights or remedies at law or in equity. Sections J-S, and any Supplemental Terms of this EULA shall survive termination or expiration of this EULA for any reason.

M. DISCLAIMER OF WARRANTY:

TO THE EXTENT THIS IS PERMITTED BY APPLICABLE LAW, ALL "Geo Field Area - GPS Measure" ARE PROVIDED ON AN "AS IS," "WITH ALL FAULTS," AND "AS AVAILABLE" BASIS, AND YOU USE THEM AT YOUR SOLE RISK. SUBJECT TO APPLICABLE LAW, STOMBERG s.r.o., ON BEHALF OF ITSELF, AND ITS AFFILIATES, LICENSORS, DISTRIBUTORS, VENDORS, AGENTS AND SUPPLIERS, EXPRESSLY DISCLAIMS ANY AND ALL WARRANTIES OF ANY KIND, WHETHER EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, NON-INFRINGEMENT, AND ANY OTHER WARRANTY ARISING UNDER THE SALE OF GOODS ACTS 1893 AND 1980, USAGE OF TRADE, COURSE OF CONDUCT OR OTHERWISE. WITHOUT LIMITATION, STOMBERG s.r.o. MAKES NO WARRANTY THAT THE "Geo Field Area - GPS Measure" WILL MEET YOUR REQUIREMENTS, THAT THEY WILL BE UNINTERRUPTED, TIMELY, SECURE, OR ERROR-FREE, THAT THE RESULTS OBTAINED FROM THE USE OF THE STOMBERG s.r.o. PRODUCTS WILL BE ACCURATE OR RELIABLE, OR THAT THE QUALITY OF THE "Geo Field Area - GPS Measure" WILL MEET YOUR EXPECTATIONS. STOMBERG s.r.o. ASSUMES NO LIABILITY OR RESPONSIBILITY FOR ANY PROPERTY DAMAGE, OF ANY NATURE WHATSOEVER, RESULTING FROM YOUR ACCESS TO AND USE OF OUR "Geo Field Area - GPS Measure"; ANY UNAUTHORIZED ACCESS TO OR USE OF OUR SECURE SERVERS AND/OR ANY AND ALL PERSONAL INFORMATION AND/OR FINANCIAL INFORMATION STORED THEREIN; ANY INTERRUPTION OR CESSATION

OF TRANSMISSION TO OR FROM "Geo Field Area - GPS Measure" OR SERVERS; ANY BUGS, VIRUSES, TROJAN HORSES, OR THE LIKE WHICH MAY BE TRANSMITTED TO OR THROUGH "Geo Field Area - GPS Measure" BY ANY THIRD PARTY; OR ANY ERRORS OR OMISSIONS IN ANY CONTENT OR FOR ANY LOSS OR DAMAGE OF ANY KIND INCURRED AS A RESULT OF THE USE OF ANY CONTENT POSTED, EMAILED, TRANSMITTED, OR OTHERWISE MADE AVAILABLE VIA THE "Geo Field Area - GPS Measure".

THE ENTIRE RISK ARISING OUT OF USE OR PERFORMANCE OF THE "Geo Field Area - GPS Measure" REMAINS SOLELY WITH YOU.

STOMBERG s.r.o. EXPRESSLY DISCLAIMS ALL WARRANTIES RELATING TO PRODUCTS AND/OR SERVICES PROVIDED BY THIRD PARTY PARTNERS.

SOME JURISDICTIONS DO NOT ALLOW THE DISCLAIMER OF IMPLIED WARRANTIES. IN SUCH JURISDICTIONS, THE FOREGOING DISCLAIMERS MAY NOT APPLY TO YOU INsofar AS THEY RELATE TO IMPLIED WARRANTIES.

THIS DISCLAIMER OF WARRANTY CONSTITUTES AN ESSENTIAL PART OF THIS AGREEMENT.

NOTICE REGARDING CALL RECORDING FEATURE: Certain "Geo Field Area - GPS Measure" may allow you to record phone conversations on your Android or iOS device. Some local, state, federal or international laws prohibit the recording of a call without all parties' consent to such recording. You are solely responsible for compliance with all local, state, federal or international laws regarding call recording and obtaining any necessary consent. IN NO EVENT SHALL STOMBERG s.r.o. BE RESPONSIBLE TO YOU OR ANY THIRD PARTY FOR YOUR FAILURE TO COMPLY WITH LOCAL, STATE, FEDERAL OR INTERNATIONAL LAWS REGARDING CALL RECORDING.

N. LIMITATION OF LIABILITY:

TO THE EXTENT PERMITTED BY APPLICABLE LAWS, YOU EXPRESSLY UNDERSTAND AND AGREE THAT STOMBERG s.r.o. SHALL NOT BE LIABLE FOR ANY DIRECT, INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL OR EXEMPLARY DAMAGES, INCLUDING BUT NOT LIMITED TO, DAMAGES FOR LOSS OF PROFITS, GOODWILL, USE, DATA OR OTHER INTANGIBLE LOSSES (EVEN IF STOMBERG s.r.o. HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES), RESULTING FROM: (I) THE USE OR THE INABILITY TO USE THE "Geo Field Area - GPS Measure"; (II) UNAUTHORIZED ACCESS TO OR ALTERATION OF YOUR TRANSMISSIONS OR DATA; (III) STATEMENTS OR CONDUCT OF ANY THIRD PARTY; OR (IV) ANY OTHER MATTER RELATING TO THE "Geo Field Area - GPS Measure". IN NO EVENT SHALL STOMBERG s.r.o.'S TOTAL LIABILITY TO YOU FOR ALL DAMAGES, LOSSES, AND CAUSES OF ACTION (WHETHER IN CONTRACT, TORT (INCLUDING, BUT NOT LIMITED TO, NEGLIGENCE), OR OTHERWISE) EXCEED THE AMOUNT PAID BY YOU, IF ANY, FOR ACCESSING THE "Geo Field Area - GPS Measure". THE FOREGOING LIMITATIONS WILL APPLY EVEN IF THE ABOVE STATED REMEDY FAILS OF ITS ESSENTIAL PURPOSE.

IF ANY OF THE EXCLUSIONS SET FORTH IN THIS SECTION IS DETERMINED BY A COURT OF COMPETENT JURISDICTION TO BE UNENFORCEABLE, THEN ALL SUCH EXPRESS, IMPLIED AND STATUTORY WARRANTIES SHALL BE LIMITED IN DURATION FOR A PERIOD OF THIRTY (30) DAYS AFTER THE DATE ON WHICH YOU FIRST ACCESS THE "Geo Field Area - GPS Measure", AND NO WARRANTIES SHALL APPLY AFTER SUCH PERIOD.

O. INDEMNIFICATION:

YOU AGREE TO INDEMNIFY, DEFEND AND HOLD HARMLESS STOMBERG s.r.o., ITS PARENTS, AFFILIATE AND SUBSIDIARY COMPANIES, OFFICERS, DIRECTORS, EMPLOYEES, CONSULTANTS AND AGENTS FROM ANY AND ALL THIRD PARTY CLAIMS, LIABILITY, DAMAGES AND/OR COSTS (INCLUDING, BUT NOT LIMITED TO, ATTORNEYS' FEES) ARISING FROM YOUR USE OF THE "Geo Field Area - GPS Measure", YOUR VIOLATION OF THE EULA OR YOUR INFRINGEMENT, OR INFRINGEMENT BY ANY OTHER USER OF YOUR ACCOUNT, OF ANY INTELLECTUAL PROPERTY OR OTHER RIGHT OF ANY PERSON OR ENTITY. YOU AGREE

TO IMMEDIATELY NOTIFY STOMBERG s.r.o. OF ANY UNAUTHORIZED USE OF YOUR ACCOUNT OR ANY OTHER BREACH OF SECURITY KNOWN TO YOU.

P. EXPORT CONTROLS:

The "Geo Field Area - GPS Measure" and the underlying information and technology are subject to US and international laws, restrictions and regulations that may govern the import, export, downloading and use of the Apps. You agree to comply with these laws, restrictions and regulations when downloading or using the apps.

Q. NOTICE TO US GOVERNMENT END USERS:

Any "Geo Field Area - GPS Measure" installed for or on behalf of the United States of America, its agencies and/or instrumentalities ("U.S. Government"), is provided with Restricted Rights as "commercial Items," as that term is defined at 48 C.F.R. §2.101, consisting of "Commercial Computer Software" and "Commercial Computer Software Documentation," as such terms are used in 48 C.F.R. §12.212 or 48 C.F.R. §227.7202, as applicable. Pursuant to Federal Acquisition Regulation 12.212 (48 C.F.R. §12.212), the U.S. Government shall have only those rights specified in the license contained herein. The U.S. Government shall not be entitled to (i) technical information that is not customarily provided to the public or to (ii) use, modify, reproduce, release, perform, display, or disclose commercial computer software or commercial computer software documentation except as specified herein. Use, duplication, or disclosure by the U.S. Government is subject to restrictions as set forth in subparagraph (c)(1)(ii) of the Rights in Technical Data and Computer Software clause at DFARS 252.227-7013 or subparagraphs (c)(1) and (2) of the Commercial Computer Software - Restricted Rights at 48 C.F.R. 52.227-19, as applicable.

R. JURISDICTIONAL ISSUES AND OTHER MISCELLANEOUS TERMS:

STOMBERG s.r.o. does not represent or warrant that the "Geo Field Area - GPS Measure" or any part thereof is appropriate or available for use in any particular jurisdiction. We may limit the availability of the "Geo Field Area - GPS Measure", in whole or in part, to any person, geographic area or jurisdiction we choose, at any time and in our sole discretion. The laws of Italy, without regard to conflict of laws principles, shall govern all matters relating to or arising from this EULA, and the use (or inability to use) the "Geo Field Area - GPS Measure". You hereby submit to the exclusive jurisdiction and venue of the appropriate courts of Italy, with respect to all matters arising out of or relating to this EULA.

No failure or delay by STOMBERG s.r.o. in exercising any right, power or privilege under this EULA will operate as a waiver thereof, nor will any single or partial exercise of any right, power or privilege preclude any other or further exercise thereof or the exercise of any other right, power, or privilege under this EULA. If any provision of this EULA shall be found unlawful, void, or for any reason unenforceable, then that provision shall be deemed severable from these terms and shall not affect the validity and enforceability of any remaining provisions.

YOU AGREE THAT ANY CAUSE OF ACTION ARISING OUT OF OR RELATED TO THE "Geo Field Area - GPS Measure" MUST COMMENCE WITHIN THREE (3) YEARS AFTER THE CAUSE OF ACTION ACCRUES. OTHERWISE, SUCH CAUSE OF ACTION IS PERMANENTLY BARRED.

S. HOW TO CONTACT US.

If you have any questions about this EULA, please contact us by email as follows:

STOMBERG s.r.o.

email: contact@stomberg-sro.com

T. SUPPLEMENTAL TERMS

To the extent permitted by applicable law (and without limiting the above rights, remedies and obligations except the extent expressly in conflict with additional terms below), the following additional terms shall apply to your use of "Geo Field Area - GPS Measure", as applicable:

Apple App Store: By accessing the "Geo Field Area - GPS Measure" through a device made by Apple, Inc. ("Apple"), you specifically acknowledge and agree that:

1. This EULA is between STOMBERG s.r.o. and you; Apple is not a party to this EULA.
2. The license granted to you hereunder is limited to a personal, limited, non-exclusive, non-transferable right to install the "Geo Field Area - GPS Measure" on the Apple device(s) authorized by Apple that you own or control for personal, non-commercial use, subject to the Usage Rules set forth in Apple's App Store Terms of Service.
3. Apple is not responsible for "Geo Field Area - GPS Measure" or the content thereof and has no obligation whatsoever to furnish any maintenance or support services with respect to the "Geo Field Area - GPS Measure".
4. In the event of any failure of the "Geo Field Area - GPS Measure" to conform to any applicable warranty, you may notify Apple, and Apple will refund the purchase price for the "Geo Field Area - GPS Measure", if any, to you. To the maximum extent permitted by applicable law, Apple will have no other warranty obligation whatsoever with respect to the "Geo Field Area - GPS Measure".
5. Apple is not responsible for addressing any claims by you or a third party relating to the "Geo Field Area - GPS Measure" or your possession or use of the "Geo Field Area - GPS Measure", including without limitation (a) product liability claims; (b) any claim that the "Geo Field Area - GPS Measure" fails to conform to any applicable legal or regulatory requirement; and (c) claims arising under consumer protection or similar legislation.
6. In the event of any third party claim that the "Geo Field Area - GPS Measure" or your possession and use of the "Geo Field Area - GPS Measure" infringes such third party's intellectual property rights, Apple is not responsible for the investigation, defense, settlement or discharge of such intellectual property infringement claim.
7. You represent and warrant that (a) you are not located in a country that is subject to a U.S. Government embargo, or that has been designated by the U.S. Government as a "terrorist supporting" country; and (b) you are not listed on any U.S. Government list of prohibited or restricted parties.
8. Apple and its subsidiaries are third party beneficiaries of this EULA and upon your acceptance of the terms and conditions of this EULA, Apple will have the right (and will be deemed to have accepted the right) to enforce this EULA against you as a third party beneficiary hereof.
9. STOMBERG s.r.o. expressly authorizes use of the "Geo Field Area - GPS Measure" by multiple users through the Family Sharing or any similar functionality provided by Apple.