

## JamOnBread Terms of Service

Effective: February 2022

Last Updated: April 2023

Please read these Terms of Service (“**Terms**”) carefully as they form a binding legal agreement between you and **JamOnBread a.s.**, with its registered seat at Doudova 258/3, Podolí, 147 00 Praha 4, Identification number: 14368692, operating under the trading name JamOnBread (“**JamOnBread**”, “**us**”, “**we**” and its affiliates). This site (<https://www.jamonbread.io>) and any other sites of JamOnBread (collectively, the “**Site**”) are controlled by JamOnBread. JamOnBread is a marketplace to buy, sell, trade and display digital items, for example, in the form of non-fungible tokens (“**Digital Items**”). These Terms govern the use of the Site and apply to all visitors on the Site (referred to as “**Buyers**”,

“**Sellers**” and “**Users**”) and services and resources available or enabled via the Site, (each a “**Service**” and Collectively, the “**Services**”) in addition to other policies we post including our Privacy Policy on <https://www.jamonbread.io>.

By using the Services or browsing the Site, you represent that (1) you have read, understand, and agree to be bound by the terms, (2) you are 18 years or older, or of the age of majority in your local jurisdiction, whichever is higher, and legally capable of forming a binding contract with JamOnBread, (3) you have the authority to enter into the Terms personally or on behalf of the legal entity for whom you are using the Services. Without limiting the foregoing, by using the Services, you represent and warrant that: (a) you are not located in, ordinarily resident in, or organized under the laws of any jurisdiction that is subject to a comprehensive embargo by the U.S. Government, any other government, or the United Nations (“Embargoed Jurisdiction”); (b) you are not subject to any sanctions administered by an agency of the U.S. Government, any other government, or the United Nations (collectively, “Sanctions”); (c) you are not owned or controlled, directly or indirectly, by any person that is subject to Sanctions, or that is located in, ordinarily resident in, or organized under the laws of, any Embargoed Jurisdiction; (d) none of your officers, managers, directors, shareholders or authorized representatives is subject to Sanctions, or is located in, ordinarily resident in, or organized under the laws of, any Embargoed Jurisdiction, or is owned or controlled, directly or indirectly, by any person that is subject to Sanctions or that is located in, ordinarily resident in, or organized under the laws of, any Embargoed Jurisdiction; (e) you have not transacted and will not transact with any person or entity falling into any of (a)-(d); (f) you have not transacted and will not transact for the benefit of any person or entity falling into any of (a)-(d). You further covenant that the foregoing shall be true during the entire period of this agreement. You are solely responsible for ensuring that your access and use of the Services in such country, territory or jurisdiction does not violate any applicable laws. The term “**you**” refers to you individually or the legal entity on whose behalf you use the Services, as applicable. If you do not agree to be bound by the Terms, you may not access or use the Services.

Our Services are subject to our business policies, practices and procedures, which can change at any time. JamOnBread may modify these Terms at any time and in our sole discretion. If we do so, we will change the “*Last Update Date*” at the beginning of these Terms. By continuing to use the Services following an update to these Terms you consent to the Terms.

## **1. Disclaimer on the Services Provided**

- 1.1. All transactions initiated through our service are facilitated and run by third-party electronic wallet extensions, and by using our services you agree that you are governed by the terms of service and privacy policy for the applicable extensions.
- 1.2. JamOnBread is a platform and secondary market for the selling and buying of digital items. We are not a bank, securities firm, financial institution, DLT trading facility, financial services provider or provider of similar services and do not provide investment or financial advice, financial services or consulting services to users of the services. We are solely the provider of the services as defined above. JamOnBread provides a peer-to-peer web3 service that helps users discover and directly interact with each other and digital items available on public blockchains. We do not have custody or control over the digital items you are interacting with and we do not execute or effectuate purchases, transfers or sales of digital items.
- 1.3. Digital items are intangible digital assets. They exist only by virtue of the ownership record maintained in the Cardano network. Any transfer of title that might occur in any unique digital asset occurs on the decentralized ledger within the Cardano network. We do not guarantee that the JamOnBread platform can effect the transfer of title or right in any digital items.
- 1.4. You bear full responsibility for verifying the identity, legitimacy, and authenticity of digital items you purchase on JamOnBread. Notwithstanding indicators and messages that suggest verification, JamOnBread makes no claims about the identity, legitimacy, or authenticity of digital items on the site.
- 1.5. JamOnBread does not warrant that the services will be error-free or operate without interruptions or downtime, or that the results obtained from the services will meet user’s needs.
- 1.6. JamOnBread is not a party to any agreement between any users.

## **2. Connecting your wallet and creating a profile**

- 2.1. You can use our Services by connecting to an available wallet service. Once you have connected a wallet you may edit your public profile by adding information including a display name, bio, your

email address and preferences on competition entries, marketing communications, and any other available fields.

2.2. You are solely responsible for the information you supply in your profile and for anything that occurs when anyone uses your connected profile, as well as the security of the profile. Please contact us immediately if you believe your account is compromised.

2.3. JamOnBread reserves the right to terminate your profile at any time for any reason or if these Terms are breached.

2.4. JamOnBread may require you to provide additional information and documents at the request

of any competent authority or in case of application of any applicable law or regulation, including laws related to anti-laundering of incomes obtained by criminal means, or for counteracting financing of terrorism.

### **3. Being a Buyer**

3.1. A Buyer is someone who after connecting their wallet, selects a Digital Item on the Site and chooses to purchase it ("**Purchase**"). Some Digital Items are part of ongoing bids and therefore a Buyer's bid will only be executed if they placed the highest bid ("**Auction**"). By choosing an Digital Item to buy, whether through a Purchase or an Auction, the Buyer acknowledges and agrees that the action is irrevocable and cannot be amended or corrected. The purchase is complete when the Buyer digitally signs on the Platform, and the Digital Item is transferred to their connected wallet.

3.2. When a User buys a Digital Item through the Services, the Buyer owns the Digital Item that represents the Digital Item on the blockchain. Intellectual property rights will differ between Digital Items and it is important Buyers verify the intellectual rights they are acquiring. The Buyer cannot claim copyrights, trademarks, or other intellectual property rights, cannot use the Digital Item in a commercial context, cannot degrade the Digital Item by sharing it in a hateful or intolerant manner and cannot create additional Digital Items that represent the same Digital Item.

3.3. JamOnBread is not liable for any Digital Items uploaded on the Site. As a Buyer, You are advised to do your own research before buying any Digital Item. Please confirm that the item ID and description match the project you are intending to buy. If you are in doubt, please direct any queries to the project which first minted the Digital Item.

- 3.4. Buyer understands and agrees that in the event that you deposit a Digital Item into an incorrect address, we may not have the ability, and are under no obligation or duty, to return such Digital Items to you. This section applies regardless of whether we control the destination address.
- 3.5. In no event will JamOnBread be liable for the failure to acquire a digital item.

#### 4. **Digital Item Listings**

- 4.1. When a Digital Item is listed on the Site ("**Listings**"), it can be purchased by a Buyer. When a Buyer makes a Purchase, the Digital Asset creator may receive a royalty if this is determined in the smart contract.
- 4.2. While JamOnBread strives to maintain the most up to date pricing information for Listings, we cannot guarantee the information displayed on the Platform. As a Buyer, you understand and agree that JamOnBread is not responsible for the accuracy, timeliness or completeness of such Listings.
- 4.3. Creators of Listings and External listings are not verified by JamOnBread.
- 4.4. Listings tagged as [external listings or listed on jpg.store or other than JamOnBread listing] represent a selection from the JPG Store available at <https://www.jpg.store/> ("**JPG Listings**"). JPG Listings are governed by the terms and conditions of the JPG Store and are not subject to the JamOnBread's Fees, as defined below. JamOnBread makes no undertaking or representations in respect of, and shall not be responsible or liable in any manner whatsoever for and in respect of, the validity or sufficiency (including, but not limited to, any breach of intellectual property laws) of the JPG Listings. Any claims with respect to the JP Listings must be made solely towards the JPG Store and not JamOnBread.

#### 5. **Fees**

- 5.1. You are liable for all Cardano blockchain transaction fees arising out of your use of the Services.
- 5.2. JamOnBread collects revenue on applicable fees which we display when you interact with the Platform. You acknowledge and agree that on the sale of Digital Assets listed on JamOnBread Smart Contract on the Platform, JamOnBread will charge a platform fee which is 2.5% of the selling price. Revenues are split and paid out via Smart Contract according to pre-defined rates between.
- 5.3. Revenues arising from platform fee of 2.5% are split between following parties:

A: Marketplace (site) where NFT was listed

B: Marketplace (site) where NFT was sold

C: Listing affiliate agent - a person who brings a new listings to JamOnBread's smart contract via their personal affiliate link

D: Sales affiliate agent - a person who finds a buyer of an NFT listed on JamOnBread's smart contract via their personal affiliate link

E: Sales sub-affiliate agent - a person who invited an affiliate agent who finds a buyer of an NFT listed on JamOnBread's smart contract via their personal affiliate link

F: JamOnBread's treasury

5.4. Unless specified and agreed otherwise, all fees related to access to and use of the Services are immediately due.

5.5. JamOnBread does not set, collect, or determine other applicable costs, fees, and expenses associated with buying and selling Digital Items other than those expressly stipulated by these Terms, including but not limited to any creator earnings, gas, or transaction fees. These costs, fees, and expenses are paid directly to the seller, creator, payment processor, blockchain validator, or other third party, as applicable. Because these costs, fees, and expenses are not collected by JamOnBread, it cannot refund them.

## 6. **Use of the Services by all Users**

6.1. The Services, and the information and content available (“**JamOnBread Content**”) are protected worldwide by copyright, trademark, or other intellectual property protection legally available. Subject to the Terms, JamOnBread grants you a limited license to reproduce portions of JamOnBread Content solely as required to use the Services for your personal or internal business purposes. Unless otherwise specified by JamOnBread in a separate license, your right to use any JamOnBread Content is subject to these Terms.

6.2. Subject to your compliance with the Terms, JamOnBread grants you a non-assignable, non-transferable, non-sublicensable, revocable, and non-exclusive license to use the Services on devices you own or control solely for your personal or internal business purposes. You are responsible for the security of the devices through which the Services are used, including ensuring that you keep current and updated antivirus software, and otherwise protect the device on which the Services are used against malware. While JamOnBread aims to keep the Services free of malware, JamOnBread does not warrant that the Services are malware-free and

JamOnBread has no liability in relation to any malware occurring in the Services. JamOnBread is not responsible for any loss or damages – including but not limited to loss of funds or lockout from accounts accessed via the Services – resulting from your failure to keep the device on which Services are used, safe and free of any malware. JamOnBread cannot recover passwords or unlock account information stored on the Services in any circumstances, including if the Services are compromised by malware on your computer. It is your sole responsibility to take all reasonable precautions to keep your passwords, account and wallet information secure.

- 6.3. The Services are evolving and you are required to accept or install updates to Services, or update third-party software (i.e., browsers, hardware wallet firmware, hardware wallet bridge, or OS) in order to keep using the Services or access their latest features, including security updates. We may update the Services at any time, without providing notice.
- 6.4. The Services may provide access to, integrate, or create user interfaces or interactions with applications and/or services hosted by third parties, including wallet providers and other services (collectively, “**Third Party Services**”). You understand and agree that all cryptocurrency exchanges provided through the Third Party Services are executed by Third Party Services providers, and that JamOnBread does not itself directly exchange virtual currencies or provide any of the Third Party Services. Access to Third Party Services may be geo-blocked for residents of certain countries. You agree that it is impossible for JamOnBread to monitor Third Party Services and that you access them at your own risk. Do not share any credential, private key, or other sensitive information with any third party without validating their legitimacy. Third Party Services are available to you, subject to the terms and conditions of each Third Party Services provider. To the extent Third Party Services have terms that differ from these Terms, you may be required to agree to those terms in order to access the Third Party Services. You agree to only use any Third Party Services in compliance with the terms and conditions governing such Third Party Services. Although we do our best to only provide links to credible and reliable Third Party Services, we do not control the terms, policies, or performance of any third parties, and we are not responsible for any performance, or failure to perform, of any Third Party Services, including but not limited to exchange rates, processing of transactions, and similar activities. We do not provide customer support for transactions and/or services performed by Third Party Services providers. We do not guarantee that these Third Party Services are secure (although we do our best to include only the reliable ones). We do not guarantee that the Third Party Services' instructions and libraries used for any interactions are correct and without any errors.
- 6.5. You are responsible for all data and information provided or uploaded by you to the Services (“**User Content**”), whether publicly posted (i.e. in a user forum, if applicable) or privately transmitted (i.e. to us in connection with a support request). You are solely responsible for the accuracy and completeness of User Content you submit, and represent and warrant that you have all rights required in order to post such User Content. We may, in our sole discretion, delete any User Content that we determine violates these Terms or the applicable law. To the extent that you provide us with or we may have access to any information that allows us to identify you

or any other individual (“**Personal Information**”) in connection with your use of the Services, we will preserve, safeguard, and use such information as set forth in our Privacy Policy. You represent that the Personal Information you provide is correct and accurate and undertake to update it in case any changes occur.

- 6.6. All Users who agree to enter JamOnBread competitions agree to their profile to be publicly published, excluding their email address. Competition details and Terms will be advertised on the Site at the time of the competition.
- 6.7. JamOnBread is entitled, at its discretion, to permanently or temporarily suspend User’s access to and use of (any of) the Services without any prior notice unless legally required, and for any reason, including but not limited to planned downtime, unscheduled downtime, suspicion of malicious code or a security issue connected to the User’s wallet or breach of these Terms.
- 6.8 Your access and use of the Services may be interrupted from time to time for any of several reasons, including, without limitation, the malfunction of equipment, periodic updating, maintenance, or repair of the Services, geographic restrictions, potential violation of these Terms, or other actions that JamOnBread, in its sole discretion, may elect to take. You understand that JamOnBread, in its sole discretion, may disable your Account and/or reassign your username or associated url.

## 7. **Ownership**

- 7.1. JamOnBread (and/or its suppliers, where applicable) owns all right, title and interest in and to the JamOnBread Content and the Services. You shall not remove, alter or obscure any copyright, trademark, service mark or other proprietary rights notices incorporated in or accompanying the JamOnBread Content and/or the Services.
- 7.2. JamOnBread and other related graphics, logos, service marks and trade names including but not limited to JamOnBread Content used on or in connection with the Services and are intellectual property of JamOnBread and may not be used without permission in connection with any third-party products or services. Other trademarks, service marks and trade names that may appear on or in the Services are the property of their respective owners including but not limited to JamOnBread’s suppliers.
- 7.3. By posting, displaying, sharing or distributing User Content on or through the Services, you grant us, and the provider of any Third Party Services used in connection with the Services, a non-exclusive license to use the User Content solely for the purpose of operating the Services. Except as prohibited by applicable law, we may disclose any information in our possession (including

User Content) in connection with your use of the Services, to (a) comply with any applicable law, regulation and/or order of a competent authority; (b) enforce these Terms, (c) respond to your requests for customer service, (d) protect the rights, property or personal safety of JamOnBread, our employees, directors, officers, partners, suppliers, customers, agents, or members of the public, or (e) for any other purpose legally possible reasonably determined by us.

- 7.4. You may provide ideas, suggestions, documents, and/or proposals about the Services to JamOnBread through any means (“**Feedback**”), and you grant JamOnBread a fully paid, royalty-free, perpetual, irrevocable, worldwide, exclusive, and sublicensable right and license to use Feedback for any purpose.
- 7.5. You agree not to (1) distribute, publish, broadcast, reproduce, copy, retransmit, or publicly display any User Content or JamOnBread Content; (2) modify or create derivative works from the Site, User Content or JamOnBread Content, or any portion thereof; (3) use any data mining, robots, or similar data gathering or extraction methods on the Site, User Content or JamOnBread Content; (4) download any portion of the Site, User Content or JamOnBread Content, other than for purposes of page caching, except as expressly permitted by us.

## 8. **Limitations on usage**

- 8.1. You may not use the Services if you are located in, or a citizen or resident of any state, country, territory or other jurisdiction where your use of the Services would be illegal or where your use of the Services would amount to any violation of any applicable law either by you or by JamOnBread, which is your obligation to check before using the Services. You also may not use the Services if you are located in, or a citizen or resident of, any other jurisdiction where JamOnBread has determined, at its discretion, to prohibit the use of the Services. We may implement controls to restrict access to the Services from any jurisdiction prohibited pursuant to these Terms. You agree to comply with these Terms even if our methods to prevent the use of the Services are not effective or can be bypassed.
- 8.2. By accessing the Services, you agree not to:
  - (a) License, sell, rent, lease, transfer, assign, reproduce, distribute, host or otherwise commercially exploit the Services or JamOnBread Content, or any portion thereof;
  - (b) Frame or enclose any trademark, logo, or other JamOnBread Content, (including images, text, page layout or form);
  - (c) Use any meta tags or other “hidden text” using JamOnBread’s name or trademarks;



(d) Modify, translate, adapt, merge, make derivative works of, disassemble, decompile, reverse compile or reverse engineer any part of the Services (except to the extent this restriction is expressly prohibited by applicable law);

(e) Use any manual or automated software, devices or other processes (including spiders or other data mining tools) to “scrape” or download data from any web pages in the Site or from the Services, except that we grant operators of public search engines a revocable permission to do so for the sole purpose of creating publicly available searchable indices (but not caches or archives) of such content;

(f) Access the Services in order to build similar or competitive services;

(g) Copy, reproduce, distribute, republish, download, display, post or transmit any JamOnBread Content except as expressly permitted herein;

(h) Engage in any potentially harmful acts directed against the Services, including violating any security features, introducing malware, viruses, worms, or similar harmful code into the Services;

(i) Artificially increases view counts, favorites, volume, or other metrics that JamOnBread might use to sort search results; and

(j) Remove or destroy any copyright notices or other proprietary markings contained on or in the Services or JamOnBread Content. JamOnBread, its suppliers and service providers reserve all rights not expressly granted by these Terms;

(k) Use the Service from Belarus, Cuba, Crimea, Democratic Republic of Congo, Iran, Iraq, North Korea (DPRK), Sudan, South Sudan, Syria, Zimbabwe or facilitate transactions involving individuals sanctioned by the government of the previously stated countries;

(l) Use the Services to carry out any illegal activities, including but not limited to money laundering, terrorist financing or deliberately engaging in activities designed to adversely affect the performance of the Service. Any unauthorized use of the Services terminates the licenses and/or rights granted by JamOnBread to you herein;

(m) Use the Services to carry out any financial activities subject to registration or licensing, including but not limited to creating, offering, selling, or buying securities, commodities, options, or debt instruments;

8.3 There may be terms and conditions that apply to the Digital Items' themselves set directly between buyers, sellers, and/or creators with respect to the Digital Items including with respect to the use of the Digital Items and rights and obligations associated with a given Digital Item ("DI Terms"). For example, when you click to get more details about any of the Digital Items or Digital

Item collections visible on JamOnBread or view the Digital Items metadata, you may notice a third-party link to DI Terms governing the use of the Digital Item that you will be required to comply with. JamOnBread does not set the DI Terms and is not party to any such DI Terms, which are solely between the buyer, seller, and/or creator. The buyer, seller, and/or creator are entirely responsible for communicating, promulgating, agreeing to, and enforcing DI Terms. You are responsible for reviewing such DI Terms.

## 9. Community Guidelines

- 9.1. This section specifies our community guidelines and the User Content and Digital Assets Listings you are forbidden to use the Services for (the “**Community Guidelines**”).
- 9.2. JamOnBread will not pre-screen or monitor the content posted by you. By assessing our Services you must follow our Community Guidelines and our Terms. If you see a violation of our Community Guidelines please contact us at [[hello@jamonbread.io](mailto:hello@jamonbread.io)]. This mechanism ensures that our Platform offers the widest selection of Digital Items possible while promoting trust, respect, and adherence to the law.
- 9.3. In the event a User does not follow our Community Guidelines, the User’s actions will constitute a breach of these Terms and their Account shall be suspended as described under section 6.7. The following content shall not be provided on the Platform:
  - 9.3.1. User Content and Digital Assets Listings that include metadata which violates international or local intellectual property laws, promotes suicide or self-harm, incites hate or violence against others, degrades another individual, depicts minors in sexually suggestive situations;
  - 9.3.2. User Content and Digital Assets Listings with a primary or substantial purpose in a game or application that violates international intellectual property laws, promotes suicide or self-harm, incites hate or violence against others, degrades another individual, depicts minors in sexually suggestive situations;
- 9.4. User Content and Digital Assets Listings created or used primarily or substantially for the purpose of raising funds for the known terrorist organizations;
- 9.5. User Content and Digital Assets Listings which allow for the sale of stolen assets, converted assets, fraudulently obtained assets, assets taken without authorization.
  - 9.5.1. User Content and Digital Assets Listings which infringes any intellectual property rights of any person or entity;

9.5.2. User Content and Digital Assets Listings which are against good morals, unlawful, threatening, harassing, defamatory, libelous, deceptive, fraudulent, invasive of another's privacy, tortious, obscene, or offensive;

9.5.3. User Content and Digital Assets Listings which are unauthorized or unsolicited advertising, junk or bulk email;

9.5.4. User Content and Digital Assets Listings which involve commercial activities and/or sales, such as contests, sweepstakes, barter, advertising, or pyramid schemes;

9.5.5. User Content and Digital Assets Listings which uses the Service to participate in fundraising for a business, protocol, or platform, including but not limited to creating, listing, or buying assets that are redeemable for financial instruments, assets that give owners rights to participate in an ICO or any securities offering, or assets that entitle owners to financial rewards, including but not limited to, DeFi yield bonuses, staking bonuses, and burn discounts.

9.6. JamOnBread may at its sole discretion remove any User Content and Digital Assets Listings, if it breaches the outlined Community Guidelines and/or the Terms. We carefully consider the complete situation and all its details in light of our policies before deciding to remove inappropriate Digital Items, and Listings when they're brought to our attention.

9.7. User Content and Digital Assets Listings that JamOnBread deems inappropriate, disruptive, or illegal are prohibited on JamOnBread. JamOnBread reserves the rights to determine the appropriateness of User Content and Digital Assets Listings on its site and remove any listing at any time, and we will take corrective actions, as appropriate, including but not limited to removing the User Content and Digital Assets Listings. JamOnBread cannot destroy or impound the Digital Item outside of the Platform, but we reserve the right to destroy inappropriate metadata stored on our servers.

## **10. Investigations**

10.1. Although JamOnBread does not generally monitor your use of the Services, if JamOnBread becomes aware of or suspects any possible violations by you of any provision of the Terms or any applicable law, JamOnBread may investigate such violations and, at its sole discretion, take any actions it deems appropriate including but not limited to terminating your access to the Services, putting your access to the Services on hold, putting your account on hold or terminating it permanently.

## **11. Indemnification**

- 11.1. You agree to indemnify and hold JamOnBread harmless from any losses, costs, liabilities and expenses (including legal fees) relating to or arising out of:
- (a) Your use of, or inability to use, the Services;
  - (b) Your violation of the Terms;
  - (c) Your violation of any rights of another party, including but not limited to any other users of the Services; or
  - (d) Your violation of any applicable laws, rules, orders or regulations.
- 11.2. JamOnBread may, at its own discretion, assume the exclusive defense and control of any matter otherwise subject to indemnification by you, in which event you shall fully cooperate with JamOnBread in asserting any available defenses. This provision does not require you to indemnify JamOnBread for any fraud, gross negligence, or willful misconduct of JamOnBread.

## **12. Disclaimer of Warranties**

- 12.1. The services are provided on an “as is” and “as available” basis, with all faults, and JamOnBread expressly disclaims all warranties, representations, and conditions of any kind arising from or related to these terms or your use of the services, including but not limited to the implied warranties of merchantability and fitness for a particular purpose. You acknowledge that, to the extent permitted by applicable law, all risk of use of the services rests entirely with you.
- 12.2. JamOnBread is not liable, and you agree not to seek to hold jam on bread liable, for the conduct of third parties on or accessed via the services, including the use of third party services. The risk of damage, loss or injury from use of such third party services rests entirely with you.

## **13. Limitation of Liability**

- 13.1. In no event will JamOnBread be liable for any lost profits, revenue or data, indirect, incidental, special, or consequential damages, or damages or costs due to loss of production or use, business interruption, or procurement of substitute goods or services arising out of or in connection with the services, whether or not JamOnBread has been advised of the possibility of such damages, and regardless of the theory of liability asserted.
- 13.2. Under no circumstances will JamOnBread be liable to you for damages arising out of your use of the services.

- 13.3. JamOnBread is not liable for the following services and JamOnBread does not undertake any liability in this respect: the sale, purchase or other trading of cryptocurrency and other digital items, exchange services between cryptocurrencies and fiat currencies, communication network services (such as the use of internet connection required for the use of the services).
- 13.4. The limitations in this section will not apply to damages caused by fraud, gross negligence, or willful misconduct of JamOnBread, or to the extent such limitations are precluded by applicable law (in which case JamOnBread's liability shall be increased to the minimum amount required to comply with such law).
- 13.5. Notwithstanding anything to the contrary contained herein, in no event shall the maximum aggregate liability of JamOnBread arising out of or in any way related to these terms, the access to and use of the services, content, digital items, or any JamOnBread products or services exceed the greater of (a) eur 100 or (b) the amount received by JamOnBread for its services to you directly relating to the items that are the subject of the claim. The foregoing limitations will apply even if the above stated remedy fails of its essential purpose.
- 13.6. If any disclaimer or limitation is deemed invalid, unenforceable or ineffective by the applicable law, such disclaimer or limitation shall be deemed modified to apply to the maximum extent permitted by the applicable law.

#### 14. **Term and Termination**

- 14.1. These Terms commence on the date when you accept them (as described in the preamble above) and remain in full force and effect for so long as you access or use the Services, unless terminated earlier in accordance with the Terms.
- 14.2. JamOnBread may, at any time and for any reason, cease providing any or all of the Services, and/or terminate the Terms. Without limiting the foregoing, we may also terminate your access to any or all of the JamOnBread Content and/or the Services.
- 14.3. Upon termination of the Services, your right to use the Services will automatically terminate immediately. JamOnBread will not have any liability whatsoever to you for any suspension or termination. All provisions of the Terms which by their nature should survive termination of these Terms or the Services will do so.

#### 15. **Miscellaneous**

- 15.1. Communications to you from JamOnBread use electronic means, whether made via the Services or sent via email, or whether JamOnBread posts notices on the Services. For

contractual purposes, you (1) consent to receive communications from JamOnBread in an electronic form; and (2) agree that all terms and conditions, agreements, notices, disclosures, and other communications that JamOnBread provides to you electronically satisfy any legal requirement that such communications would satisfy if it were to be in writing in a physical copy. The foregoing shall not affect your statutory rights.

- 15.2. The Terms, and your rights and obligations hereunder, may not be assigned, subcontracted, delegated or otherwise transferred by you without JamOnBread' prior written consent.
- 15.3. JamOnBread will not be liable for any delay or failure to perform resulting from causes outside its reasonable control, including but not limited to acts of God, war, terrorism, riots, pandemics or epidemics, embargos, acts of civil or military authorities, fire, floods, accidents, strikes or shortages of transportation facilities, fuel, energy, labor or materials.
- 15.4. Due to the nature of JamOnBread no refunds are allowed.
- 15.5. If you have any questions, complaints or claims with respect to the Services, please contact us at: [hello@jamonbread.io](mailto:hello@jamonbread.io). We will do our best to address your concerns.
- 15.6. The Services are operated by us in the Czech Republic. Those who choose to access the Services from locations outside of the Czech Republic do so at their own initiative and are responsible for compliance with applicable local laws. These Terms and any action related thereto shall be governed by and shall be construed in accordance with the laws of The Czech Republic. All claims and disputes arising under or relating to this Agreement are to be settled exclusively by the competent courts of the Czech Republic.
- 15.7. If you provide JamOnBread with an email address, you are responsible for providing your most current and correct email address. In the event that the last email address you provided to JamOnBread is not valid, or for any reason is not capable of delivering to you any notices required/permitted by the Terms, JamOnBread's dispatch of the email containing such notice will nonetheless constitute effective notice.
- 15.8. Any waiver of any provision of the Terms on one occasion will not be deemed a waiver of any other provision or of such provision on any other occasion. Any delay or failure in exercising any right shall not constitute a waiver unless such waiver is confirmed in writing.
- 15.9. If any part of any section of these Terms is held invalid or unenforceable, that part will be construed in a manner to reflect, as nearly as possible, its original meaning while remaining valid and enforceable or if not possible shall be deemed deleted and the remaining part of the section and/or of these Terms will remain in full force and effect.

15.10. These Terms are the final, complete and exclusive agreement between you and JamOnBread with respect to the subject matter hereof and supersedes and merges all prior discussions, agreements or representations between you and JamOnBread with respect to such subject matter.