

# TEXT SPACING EDITOR TERMS AND CONDITIONS

## 1. DEFINITIONS

1.1 Whenever capitalized in these Terms:

- 1.1.1 **Actum** means Actum, s.r.o., with its registered office at Plynární 1617/10, Holešovice, 170 00 Praha 7, Czech Republic, Company ID: 250 90 607, registered in the Commercial Register maintained by the Municipal Court in Prague, File No. C 48835;
- 1.1.2 **Extension** means Text Spacing Editor web browser extension provided to You by Actum for use under these Terms;
- 1.1.3 **License** means license granted to You by Actum that is subject to the terms and conditions of these Terms and is further specified in section 4 of these Terms;
- 1.1.4 **Parties** means You and Actum, parties to these Terms;
- 1.1.5 **Service Provider** means any company which provides You a service where the Extension is available to you for download, install, and use;
- 1.1.6 **Terms** means these Terms and Conditions;
- 1.1.7 **Usage Rules** means terms and conditions of Service Providers;
- 1.1.8 **Website** means the website of Actum available at [www.actumdigital.com](http://www.actumdigital.com);
- 1.1.9 **You/Your** means you/your as an end-user of the Extension.

## 2. INTRODUCTION

- 2.1 These Terms form a binding legal agreement between You and Actum, governing Your use of the Extension. The Extension is provided to You by Actum for use only under the terms of these Terms and the License.
- 2.2 By downloading, installing or using the Extension and any update thereto as permitted by these Terms, You indicate that You agree to be bound by all of the terms and conditions of these Terms and that You accept these Terms. Please read these Terms carefully before downloading, installing, or using the Extension. If You do not accept these Terms, You must not download, install, or use the Extension.
- 2.3 Your use of the Extension is apart from these Terms further governed by:
  - 2.3.1 Usage Rules of the Service Provider;
  - 2.3.2 other terms, agreements, policies, and notices applicable to You and available at Actum's Website or through the Extension.
- 2.4 Actum, not the Service Provider, is solely responsible for the Extension and the content thereof. The Parties acknowledge that the Service Provider is not a party to these Terms and is not bound by any provisions or obligations with regard to the Extension, such as warranty, liability, maintenance and support thereof.

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2.5 These Terms do not provide for usage rules for the Extension that are in conflict with Usage Rules of the Service provider. Actum acknowledges it had the opportunity to review Usage rules of the Service providers and the terms of these Terms are not in conflict with such rules. If some specific terms of these Terms are or will be in conflict with the Usage Rules in the future, such terms of these Terms will not apply.

### **3. THE EXTENSION**

3.1 The Extension is a piece of software created to adjust some formatting of text on web pages. The Extension is to be used within web browsers of the Service Providers.

3.2 The Extension is not tailored to comply with industry-specific regulations, therefore if Your interactions would be subjected to such laws, You may not use this Extension.

### **4. LICENSE**

4.1 The Extension is licensed under GNU General Public License v3.0, whose text is available at <https://www.gnu.org/licenses/>.

4.2 If You convey (as defined in the License) a copy of the Extension, You are required to preserve attributions to Actum's authorship of the Extension. Aside from such attribution, You are not allowed to use Actum's name, logo, or any other designation of Actum, regardless whether such are protected as trademarks, trade names, etc., or not.

4.3 If You modify the Extension, You are obliged to clearly mark the modification as such.

### **5. TECHNICAL REQUIREMENTS**

5.1 The Extension requires:

5.1.1 Browsers Google Chrome ver. 116 and later; Firefox ver. 117 and later, Microsoft Edge ver. 116 and later; Safari ver. 16.6 and later; Opera ver. 102 and later. The Extension might not work properly in the older browser versions than stated above.

5.1.2 To be installed from the relevant web store.

5.2 Actum attempts to keep the Extension updated so that it complies with modified/new versions of web browsers and new hardware. You are not granted rights to claim such an update.

5.3 You acknowledge that it is Your responsibility to confirm and determine that the end-user device on which You intend to use the Extension satisfies the technical specifications mentioned above or other technical requirements.

5.4 Actum reserves the right to modify the technical specifications as it sees appropriate at any time.

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### **6. MAINTENANCE AND SUPPORT**

- 6.1 Subject to these Terms and only to the extent required under applicable law, Actum is solely responsible for providing any maintenance and support services for the Extension.
- 6.2 Actum may deploy changes, updates, or enhancements to the Extension at any time. Actum may provide maintenance and support for the Extension but has no obligation whatsoever to furnish such services to You and may terminate such services at any time without notice.
- 6.3 For support, you can reach Actum through the contact information listed in section 14 of these Terms.
- 6.4 The Parties acknowledge that the Service Providers have no obligation whatsoever to furnish any maintenance and support services with respect to the Extension.

### **7. USE OF DATA**

- 7.1 The Extension does not require, collect, or use any data apart from storing Your settings of the Extension in the local storage of Your web browser.
- 7.2 The Extension does not access content of the web sites You visit apart from the extent necessary to change the web site's text formatting according to Your settings.

### **8. INDEMNITY**

- 8.1 You agree to fully indemnify Actum and its subsidiaries, employees and agents, from and against any claim, action, demand, loss, liabilities or damages, expenses, including without limitation, reasonable legal and accounting fees, howsoever caused, or suffered as a result of Your breach of these Terms or Your use of the Extension.

### **9. LIABILITY**

- 9.1 The Parties acknowledge that Actum and not the Service Provider is responsible for addressing any claims relating to the Extension, or Your possession and or use of that Extension, subject to these Terms and to the maximum extent permitted by law including, but not limited to:
- 9.1.1 product liability claims;
  - 9.1.2 any claims that the Extension fails to conform to any applicable legal or regulatory requirement; and
  - 9.1.3 claims arising under consumer protection, privacy or similar legislation.
- 9.2 Your use of the Extension is undertaken at Your own risk. Actum's liability is limited to the maximum extent permitted by applicable law.
- 9.3 If You are dissatisfied with the Extension or You do not agree with these Terms, Your sole remedy is to discontinue use of the Extension. To the maximum extent permitted by law, Actum and its directors, employees and agents, are not liable to You for any loss or damage of any kind (including consequential loss), any loss of profits, indirect

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or incidental loss, business opportunity or damage to good will or any loss, destruction or corruption of data howsoever caused, whether in contract, tort including negligence, statute or otherwise arising in connection with the Extension or the content on it.

- 9.4 Nothing in these Terms is intended to exclude, restrict or modify rights which You may have under any law, which may not be excluded, restricted or modified by these Terms.
- 9.5 Actum reserves the right at any time and from time to time to modify, discontinue either temporarily or permanently the Extension, or any part thereof, for any reason. To the maximum extent permitted by law, Actum disclaims any liability as a result of any discontinuance or interruption of the Extension, or any part thereof.
- 9.6 This limitation of liability section applies whether the alleged liability is based on contract, tort, negligence, strict liability, or any other basis, even if Actum has been advised of the possibility of such damage. The limitation of liability shall apply to the fullest extent permitted by law in the applicable jurisdiction.
- 9.7 The Parties acknowledge that, in the event of any third-party claim that the Extension or Your possession and use of that Extension infringes on the third party's intellectual property rights, Actum, and not the Service Provider, will be solely responsible for the investigation, defense, settlement, and discharge or any such intellectual property infringement claims.

### **10. WARRANTY**

- 10.1 Subject to these Terms and only to the extent required under applicable law, Actum is solely responsible for any product warranties for the Extension.
- 10.2 While Actum takes reasonable steps to ensure that the Extension is reliable, Actum cannot provide any warranty, guarantee or representation to this effect.
- 10.3 The Extension is provided on an "as is" basis. Use of the Extension is at Your own risk. To the maximum extent permitted by applicable law, the Extension is provided without warranties of any kind, whether express or implied, including, but not limited to, implied warranties of merchantability, fitness for a particular purpose, or non-infringement. Without limiting the foregoing, to the maximum extent permitted by law, Actum disclaims all representations, guarantees or warranties, express or implied, including, but not limited to:
- 10.3.1 the completeness, accuracy, reliability, suitability or availability with respect to the Extension;
  - 10.3.2 that the Extension will be free of defects or errors, or that defects or errors will be corrected;
  - 10.3.3 that Your access to the Extension will be available at any time, uninterrupted, secure or error free;
  - 10.3.4 that the Extension is free of viruses or any other harmful components;
  - 10.3.5 that the Extension will meet Your requirements.

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- 10.4 Any content or data downloaded or otherwise obtained through the use of the Extension is downloaded at Your own risk and You will be solely responsible for any damage to Your property or loss of data that results from such download.
- 10.5 Actum does not warrant, endorse, guarantee, or assume responsibility for any product or service described, advertised or offered by a third party through the Extension or any hyperlinked website or service, and Actum will not be a party to or in any way monitor any transaction between You and third-party providers of products or services.
- 10.6 No warranty whatsoever is provided for the Extension that is not executable on the device, that has been unauthorizedly modified, handled inappropriately or culpably, combined or installed with inappropriate hardware or software, used with inappropriate accessories, regardless if by You or by third parties, or if there are any other reasons outside of Actum's sphere of influence that affect the executability of the Extension.
- 10.7 You are required to inspect the Extension immediately after installing it and notify Actum about issues discovered without delay through the contact information listed in section 14 of these Terms.

### **11. TERM AND TERMINATION**

- 11.1 These Terms will commence upon Your download, install, or first use, whichever occurs earlier, of the Extension and, unless earlier terminated as provided in this section 11, will continue in perpetuity. The License is valid until termination.
- 11.2 Your rights under the License will terminate automatically and without notice from Actum if You fail to adhere to any term(s) of these Terms or the terms of the License.
- 11.3 Upon termination of these Terms, You will discontinue all use of the Extension and any related services, promptly delete or have deleted the Extension and any copies thereof, and, upon request by Actum, certify in writing to Actum that such deletion has taken place.
- 11.4 Sections 8–13 of these Terms shall survive such termination.

### **12. THIRD-PARTY TERMS OF AGREEMENTS AND BENEFICIARY**

- 12.1 Actum represents and warrants that it will comply with applicable third-party terms of agreement. In Accordance with the Usage rules Service providers and their subsidiaries shall be third-party beneficiaries of these Terms and — upon Your acceptance of the terms and conditions of these Terms, Service providers will have the right (and will be deemed to have accepted the right) to enforce these Terms against You as a third-party beneficiary thereof.

### **13. APPLICABLE LAW**

- 13.1 These Terms, and any dispute in connection with it, is governed by the laws of the Czech Republic.

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### 14. CONTACT INFORMATION

14.1 For general inquiries, complaints, questions, or claims concerning the Extension or these Terms, please contact Actum at:

**Business address: Plynární 1617/10, 170 00 Prague, Czech Republic**

**Contact e-mail: [devs@actumdigital.com](mailto:devs@actumdigital.com)**

**Contact phone: +420 266 798 100**

### 15. UPDATES TO THESE TERMS

15.1 Actum reserves the right to update and modify these Terms in its sole discretion at any time and for any reason including, but not limited to, terms and conditions of Licensing in section **Error! Reference source not found.** of these Terms. Actum will post the most current version of these Terms at its Website and provide the link at each relevant browser platform You are responsible for complying with the updated Terms posted online at Actum's Website and You should review it periodically. Your continued use of the Extension after Actum publishes notice of changes to these Terms indicates Your consent to the updated Terms to the same extent as per section 2.2 of these Terms.

### 16. MISCELLANEOUS

16.1 If any of the terms of this agreement should be or become invalid, the validity of the remaining provisions shall not be affected. Invalid terms will be replaced by valid ones formulated in a way that will achieve the primary purpose.

16.2 Collateral agreements, changes and amendments are only valid if laid down in writing. The preceding clause can only be waived in writing.

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