

# GENERAL TERMS AND CONDITIONS

## 1. Introduction

These Terms and Conditions ("Terms") govern the use of the Breedify mobile application or the Breedify system (hereinafter referred to as the "Application"), which is designed for animal breeders to manage their animals' data and plan their breeding. The Application is operated by Constellation s. r. o., Studenohorská 59, 841 03 Bratislava – Lamač, ID: 54898307 (hereinafter referred to as the "Company").

## 2. Services and Use

The Company provides the service to users through the website, either for a fee or free of charge. The Company unilaterally decides whether to provide the service free of charge and for how long.

- The Company grants the user a non-exclusive, non-transferable, and non-sublicensable right to access and use our services exclusively for private purposes.
- The user acknowledges and agrees that they bear all costs for internet and/or mobile charges that may arise from using our services.
- The user declares that they have all necessary animal breeding permits relevant to their activities.
- The Breedify Application offers users a range of functionalities, including but not limited to the following key features:
  - o Management of breeding animal profiles.
  - o Recording and tracking animal data (e.g., health records, litter, and offspring records).
  - o Storing animal images in albums.
  - o Health records, including administered vaccines, their dates, and the name of the veterinarian who administered the vaccine.
  - o Indicative calculation of birth dates and deadlines:
    - Calculations are based on the average gestation periods for individual animal species and serve only as a planning tool.
    - The Company does not guarantee the accuracy of these calculations. The actual birth date may vary depending on the animal's individual specifics and other circumstances.
    - The user acknowledges and agrees that they are solely responsible for the accuracy and consequences of any actions based on this data.

### **3. Subscription and Payments**

- Before gaining full access to the paid features of the application, every new user is offered a free trial period of 30 days.
- The price list and detailed information about paid packages are published on the website [www.breedify.online](http://www.breedify.online).
- Subscriptions are charged in accordance with the current price list.
- We do not provide refunds for an already activated paid package. The user has sufficient time to test all application features during the free trial period before deciding to subscribe.
- **3.1 Payment details and invoicing:**
  - o The Company is entitled to be paid for the service according to the valid price list made available to the public on the website.
  - o The prices for services provided through the Application are determined based on individual packages, which are described in detail and published on the website [www.breedify.online](http://www.breedify.online). Each package offers specific functionalities and is priced according to the scope of services provided. The Company reserves the right to unilaterally change prices and the content of individual packages at any time. Users will be informed of changes in prices or packages through the website. By continuing to use the service after the changes take effect, the user confirms their agreement with the new terms.
  - o The invoice for the service will be made available to the user in the "My Payment Documents" section.

### **4. Content and Content Policy**

- The Company values originality and respect for other users. The user who uploads any content to the Application agrees that this content:
  - o Is not false, misleading, or deceptive.
  - o Is not threatening, disparaging, racially or ethnically offensive, discriminatory, pornographic, or otherwise unlawful or inappropriate.
  - o Does not constitute violence.
  - o Does not infringe upon the intellectual property rights (including copyrights), publicity rights, or privacy rights of a third party.

- o Does not contain unsolicited advertising, spam, or any other form of harassment.
  - o Does not contain a software virus or other technology that could harm the service or its users.
- The Company reserves the right to remove any content but is not obligated to do so. The Company is not responsible for content uploaded by third parties or for the information contained therein.

## **5. Registration and User Account**

- Full use of the Application requires registration and the creation of a user account.
- The service is primarily provided to natural persons who are 18 years of age or older.
- The user agrees to upload only their own content or content they are permitted to upload.
- The user agrees to provide truthful, accurate, and current information.
- The account is non-transferable, and the user is responsible for protecting their account and password from unauthorized access and agrees not to provide their password to other individuals.
- If a user links or in any way shares their account or its content with a social network, they give the Company consent to use the information that the third party shares with it.

## **6. Rights and Obligations of the Company**

- 6.1 Service provision:
  - o The Company is obligated to ensure the functionality of the service to the extent it can influence. The Company is not responsible for service outages caused by circumstances beyond its control, such as maintenance operations, server failures, or other force majeure events.
- **6.2 Information provision:**
  - o The user acknowledges and agrees that if a public authority contacts the Company in connection with a proceeding, the Company may provide this authority with all information it has available. The provision of this information is not considered a breach of the Company's obligations.
- **6.3 Account termination:**

- o The Company reserves the right to terminate a user's account in the event of a breach of these Terms.
  - o The Company also reserves the right to cancel unconfirmed accounts or accounts that have been inactive for a long time.
- **6.4 Packages and prices:**
  - o The Company reserves the right to provide the service in packages determined by the Company at prices set by the Company and the right to provide supplementary services according to a price list for supplementary services.

## **7. Limitation of Liability**

- The Application is provided "as is." The Company is not liable for any loss of profit or data, or for any other indirect damages resulting from the use of the Application.
- The Company is not responsible for any harm to animals or financial losses resulting from the use of data from the Application, including the indicative birth date calculations.
- The user uses the Application at their own risk.

## **8. Final Provisions**

- These Terms come into force and effect on the date of their publication.
- The Company reserves the right to change these Terms at any time. Major changes will be notified to users in advance via email, and they will have the option to cancel their account if they do not agree with the new terms.
- The Breedify system may contain links to third-party services, which are subject to their own terms and conditions. The user is obligated to familiarize themselves with these terms.
- These Terms are governed by the laws of the Slovak Republic. All disputes arising from these Terms will be resolved by the competent courts of the Slovak Republic.

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Constellation s. r. o., Studenohorská 59, 841 03 Bratislava – Lamač