

END USER LICENCE AGREEMENT

Effective as of 16.04.2026.

Welcome to WIZZER!

Multimon Software is owned and operated by Wizzer IT Solutions d.o.o. Beograd, with the registered seat at the address Tadije Sondermajera 3, floor 3, apartment 28, 11000, Belgrade, the Republic of Serbia (hereinafter: **Mutimon Software**). By accessing, using or attempting to use Multimon Software, you enter into a legally binding contract with WIZZER, and you agree to these EULA, [Privacy Policy](#), including any supplemental license terms that accompany Platform (as defined in Section 1), any documents, and any linked terms in the EULA.

EULA in other Sections applies generally to Service and to all Clients and Customers (as defined in [Section 1](#)), with the exception of the provisions which are by their nature applicable solely to one of the two categories of subjects.

All the terms are important and together create this Agreement that applies to you. If you find anything in this text that you disagree with, please stop using Mutimon Software immediately.

In case you wish to find out how we process your personal data, please see our [Privacy Policy](#).

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1. DEFINITIONS

In this EULA, as well as in our [Privacy Policy](#), the listed terms shall have the following meaning:

When we say...	We mean...
Agreement or End User License Agreement or EULA	The contract comprising this EULA (as amended from time to time in accordance with Section 4, Privacy Policy, as well as any supplemental license terms that accompany Platform and any terms linked in this document. These rules govern the use of the Service.
Client or Customer	Natural person entering into this Agreement with WIZZER, who uses, accesses, possesses, controls, or receives Service or any part thereof.
Client Account or Account	The account provided by WIZZER, whose purpose is to allow the Client to access and download Multimon Software.
Client Content	Any content provided by Client anywhere else within WIZZER, including any entered, recorded, stored, used, controlled, modified, disclosed, transmitted, or erased information and data, as well as Client Data.
Client Data	Data in electronic form input or collected through Platform or Service by or from any Client, including all personal data (as defined in Privacy Policy).
Dispute	Any dispute, controversy, claim, action, or dispute between Client and WIZZER arising out of or related to: Website; Agreement; Service; the breach, enforcement, interpretation, or validity of this Agreement. Additionally, Dispute includes any other dispute between Client and WIZZER.
Free License	License provided by WIZZER without any charge to Client.
Intellectual Property Rights	Any and all registered and unregistered rights granted, applied for, or otherwise now or hereafter in existence under or related to any patent, copyright, trademark, trade secret, database protection, or other intellectual property right, and all similar or equivalent rights or forms of protection, in any part of the world.

Paid License	License charged by WIZZER in accordance with the Multimon Software premium license package, which is available here .
Party or Parties	WIZZER and/or Client/Customer (as applicable).
Platform Multimon Software or Software	The Software is a downloadable tool for Microsoft Windows operating systems (PCs and servers), providing multi-monitoring functionality and detailed information about computer hardware and system performance. The Software requires installation and may be distributed via WIZZER's website or third-party marketplaces.
Service	Making Multimon Software available to the Client.
Term of Agreement	Period in which the Agreement will remain in effect between the Parties, i.e., the period beginning with the conclusion of this Agreement until its termination.
WIZZER, We or Us	A company Wizzer IT Solutions d.o.o. Beograd , with the registered seat at the address Tadije Sondermajera 3, floor 3, apartment 28, 11000, Belgrade, the Republic of Serbia, CIN 21965995, TIN 114063992.
Website	The website located at https://multimon.app/ , which is in the ownership of WIZZER.

2. WHO CAN USE MULTIMON SOFTWARE?

Service is solely intended for the subjects who have full legal capacity.

In case the Client is a natural person, such natural person needs to be of the age of majority (legal age) to be able to use the Service. Legal age depends on the national legislation applicable to the Client, but usually, a natural person needs to be 18 years old. Multimon Software is not intended to be used by minors, and by using the Service, Client represents that he/she is of legal age. In case the Client is not at the required age, such person shall stop using the Service and Multimon Software immediately.

Client has an obligation to ensure that any Employee or Customer who is a natural person, and whom Client has caused to become Customer (for example, by inviting the person to access Service) or Employee has full active legal capacity.

Service is primarily aimed at businesses and companies. However, if a Client who is a natural person is using the Service for a purpose unrelated to trade, business, or profession, and wishes to rely on consumer protection legislation, the Client is obliged to notify Multimon Software before starting to use the Service and before subscribing to any Paid License. In the

event the Client, who is a natural person, fails to send such notification to WIZZER, such Client shall not be able to rely on any applicable consumer law and will not be able to invoke any consumer rights, particularly including the right to withdraw from the Agreement.

In case any natural person accesses Service or Multimon Software or otherwise browses our Website, this Agreement is between such a natural person, individually, and WIZZER.

General

WIZZER reserves the right to manage any Client Account, the risk it will assume, the industries it will serve, and the locations where it will do business, including choosing not to provide Service to certain groups, parties, industries, or companies in certain countries, in its sole discretion, in cases such as breach of contractual obligations, failure to comply with legal requirements in connection with the use of Platform, Services or Website, being subject to international sanctions, and other similar circumstances. The same applies (to the extent applicable) to any Customer's account, regardless of whether Customer logs in as a guest or through the created account.

3. MULTIMON SOFTWARE SERVICE

General

Client shall be bound by this Agreement in any of the following situations, whichever occurs first:

1. Upon creating a Client Account, i.e., accessing Multimon Software as a Client (regardless of whether logging in as a guest or through the Client Account).
2. In case Client agrees to or is deemed to have agreed to the Agreement. Any use, access, or attempt to use or attempt to access Platform or Service shall be considered deemed to agree.
3. In case the Client makes the payment for the Paid License in accordance with the Agreement.

WIZZER will make Service available to Client pursuant to this Agreement and (where applicable) the plan chosen by Client. We will make commercially reasonable efforts to make Service available 24 hours a day, 7 days a week, except:

- during planned downtime (of which we will give advance notice); or
- for any unavailability caused by circumstances beyond our reasonable control, including, for example, a force majeure event; or
- as necessary to update Service to ensure its security and integrity and provide Service only in accordance with applicable law.

Downtime excludes performance issues with individual features, external network or equipment problems outside of our reasonable control, or issues that are related to external apps or third parties.

Client acknowledges that WIZZER may modify the features and functionality of Service during the Term of the Agreement. WIZZER shall provide commercially reasonable advance notice to Client of any deprecation of any material feature or functionality of Multimon Software.

In case Client is dissatisfied with the terms of this Agreement or any modifications to this Agreement or Service, Client agrees that the sole and exclusive remedy is to terminate this Agreement and discontinue the use of Service.

Downloading the Multimon Software

General. In order to download the Multimon Software, Customer needs to create and log in to their account.

Disclaimer. WIZZER has no responsibility with regard to downloading and/or using the Multimon Software. Additionally, WIZZER has no obligations in terms of any refund to Client for the unsuccessful download and is not liable for any damage which may occur in relation to the downloading, trying to download, using, or trying to use the Multimon Software.

4. MODIFICATIONS OF EULA

WIZZER may revise and update this EULA or any part of the Agreement at any time. Clients are cautioned to review the EULA posted on the Website periodically. Any changes shall enter into force at least 10 days after the receipt of the notification from us via email. Clients' continued access or use of the Website after any such change will constitute the acceptance of these changes. In case the Client does not agree with the amended terms of the Agreement, we would kindly ask such Client to stop using Multimon Software immediately.

If you are a Client who is using a Paid License, the existing Agreement shall continue to be valid until termination in accordance with this EULA.

5. ELECTRONIC COMMUNICATIONS

By accepting this EULA, Client agrees to be bound by this electronic contract. Additionally, visiting the Website or sending emails to WIZZER shall constitute electronic communications. Client hereby gives consent to receive electronic communications, and Client agrees that all agreements, notices, disclosures, and other communications that are provided by WIZZER electronically (via email or SMS), satisfy any legal requirement that such communications be in writing.

We would particularly draw attention to the fact that the notifications about any amendment of the EULA made in accordance with **Section 4** (Modifications of EULA), as well as any material change to Service or Agreement, shall be sent to the Client via email according to **Section 18** (Notices). WIZZER has a legal obligation to inform Clients about the change of EULA, in order for the Client to decide whether to continue using the Service. Such correspondence does not constitute marketing or promotional emails, and Client cannot unsubscribe from receiving

such notifications. If Client does not wish to receive such notifications, Client needs to terminate the Agreement and stop using Multimon Software.

6. INTELLECTUAL PROPERTY

Unless otherwise indicated in the Agreement, Service, Multimon Software and entire Content (including but not limited to the source code, Website, images, graphic elements, design, databases, logo or other signs, domain, trade name and business name, trademarks or service marks, any customized work and other related materials) are protected by Intellectual Property Rights of WIZZER.

Clients have only the rights specified under **Section 7** (Authorization to use). Clients may not acquire any other Intellectual Property Rights under this Agreement. Multimon Software is made available on a limited-access basis, and no ownership right may be transferred to any Client, irrespective of the use of terms such as "purchase" or "sale" in the EULA or anywhere within Platform or on Website.

Any unauthorized use of Content and/or any part of it, without the permission of WIZZER, shall be deemed an infringement of Intellectual Property Rights. Within the shortest term upon the acknowledgment of any unauthorized use, WIZZER shall take all legal remedies to protect its Intellectual Property Rights.

Any copying or downloading of Content in part or whole is permitted only upon the provision of explicit written consent of WIZZER.

Additionally, WIZZER reserves all Intellectual Property Rights not expressly granted in this Agreement.

7. AUTHORIZATION TO USE

In consideration of your acceptance of this Agreement and your payment of applicable fees (if you have chosen Paid License), WIZZER grants you a personal, limited, non-exclusive, non-transferable, revocable authorization to access and use the Service for your personal purposes in accordance with this Agreement and any other instructions on the Website and/or within Multimon Software.

Nothing in this Agreement obliges WIZZER to deliver or make available any copies of computer programs or code to Client, whether in object code or source code form. Clients agree to use the Service only in compliance with all applicable local, state, national, and international laws, rules, and regulations.

Any other use of Multimon Software, Service, or Account not specifically mentioned in this Agreement by any Client is forbidden.

For example, the authorization to use does not give Client any right to, and Client may not:

1. publish, copy, rent, lease, lend, sell, create derivative works, or transfer in any way Multimon Software, Website, Service, or any portion(s) of the foregoing;
2. distribute, transmit, publish, or otherwise disseminate Multimon Software, Website, Service, or any portion(s) of the foregoing;
3. attempt to access or derive the source code or architecture of Multimon Software, or work around any technical restrictions or limitations in Multimon Software;
4. reverse engineer, decompile, or disassemble Multimon Software, or attempt to do so;
5. use Multimon Software features in any way that could interfere with anyone else's use of them, or to try to gain access to or use any service, data, account, or network, in an unauthorized manner;
6. attempt to probe, scan, or test the vulnerability of Website, Service, and/or Multimon Software, or any associated system or network, or to breach any security or authentication feature or measures, and, if Client is blocked by WIZZER from accessing Website, Platform, or Service (including by blocking Client's IP address), Client will not implement any measures to circumvent such blocking (e.g., by masking Client's IP address or using a proxy IP address).

8. SUBSCRIPTION

By creating a Client Account at Multimon Software Client automatically starts its Free Plan. In case the Client wishes so, the Client can switch from the Free License to the Paid License at any time, in which case **Section 10** (Upgrading or Downgrading Plan) applies. Once the Client chooses to switch from the Free License to any Paid License, the respective subscription fee shall apply.

Paid Licenses are charged in full as a one-time payment, immediately after the subscription.

9. PAYMENT

General. Anyone who subscribed to the Service or anyone who has permitted or caused another person to make a subscription on their behalf is deemed to have agreed to and accepted liability for the payments under such Paid License.

The payment of the Service shall be made before the commencement of the use of the Paid License.

Please note that in case the chosen Paid License includes a one-time payment of a fee.

The Client who uses the Paid License hereby authorizes WIZZER's payment provider to charge the respective Client Account, relating to the Paid License, and the Client agrees to pay all such fees in accordance with the EULA.

All sums payable to WIZZER hereunder shall be paid in full, without deducting or allowing the deduction of any currency conversion, wire transfer, remittance, applicable tax, or other charges related to the payment. All fees for our Service are exclusive of any VAT or other taxes and public duties, save where WIZZER has explicitly stated to the contrary. Each Client

who uses a Paid License is responsible for bearing all public duties related to the purchase of the Service.

Billing data. Client who uses Paid License is obliged to keep all the billing data complete and accurate at all times (such as a change in billing address, credit card number, or credit card expiration date) and must promptly notify WIZZER in case of changes in the payment methods (in case of, for instance, loss or theft), as well as if Client who uses Paid License becomes aware of a potential security breach, such as the unauthorized disclosure or use of name or password.

In case the Client who uses the Paid License's default payment instrument is declined for any reason, we may deny access to the Paid License immediately.

No refunds. Fees paid for our Service are non-refundable. In case the Agreement or Paid License is terminated or varied within a certain billing period, the Client who uses the Paid License shall not be entitled to any refund for that period.

The Client who uses Paid License understands that the Client who uses Paid License shall not be entitled to any refund in case the Client who uses Paid License stops using the Service. In case the Client does not use our Service, we would kindly ask to cancel the subscription to any Paid License and switch to the Free License or terminate the use of Multimon Software completely.

10.UPGRADING OR DOWNGRADING PLAN

In case the Client wishes to upgrade or downgrade the chosen license, please contact us at support@WizzerIT.com. Please note that termination of the Paid License does not entitle you to any refund of the paid fees.

Upgrading plan

Any Client using Multimon Software may upgrade the chosen plan at any time. Upgrading the chosen plan shall mean switching from the Free License to a Paid License.

License may be upgraded as follows:

1. Free License to Paid License

- In case Client switches from Free License to Paid License, Client will instantly be charged for the Paid License. Upon payment, the Client will obtain immediate access to all paid features of the Paid License.

Downgrading plan

Any Client using Multimon Software may downgrade the Paid License at any time. Downgrading the chosen Paid License shall mean deleting the Paid License and downloading

the Free License. If the Client chooses to delete the Paid License, the Client's access to paid features will be denied.

Please note that there is no possibility of claiming a refund of such credit.

11.ACCEPTABLE USE OF MULTIMON SOFTWARE

Clients are obliged to comply with the following rules of acceptable use:

- Information provided by Client must be complete, accurate, and up to date. This pertains to all the information necessary for registration purposes, as well as to the contact information. It is strongly prohibited to use a false identity on Multimon Software.
- Each license permits installation and use of the Software on up to five (5) devices owned or controlled by you.
- The Software is licensed, not sold.
- Client Account may be used solely by Client, and Client is obliged to prevent any third parties from using Client Account individually or simultaneously with Client, regardless of whether logged in as a guest or through the created account.
- Client is obliged to undertake all necessary measures to maintain the security of Client Account and credentials for logging in to Client Account, which shall be shared solely with the authorized individuals. Client is responsible for any use of Website, Service, and Multimon Software through Client Account, regardless of whether such use is authorized or not. WIZZER shall not be held liable for any loss, damages, or expenses arising from Client's failure to comply with this obligation. Client shall be solely liable for any losses, damages, liabilities, and outlays incurred by WIZZER or any third party that result from unauthorized use of the Client Account. In case of discovery of any unauthorized use of the Client Account, please notify us without delay by sending an email to support@wizzerIT.com.
- Client shall not be engaged in any activity violating the privacy of others, or any misuse of unlawful processing of personal data, nor will publicly display or use Multimon Software to share any inappropriate content or material. Clients are obliged to refrain from violating any applicable law or regulations in connection with their use of Platform, Service, or Website.
- Client should not conduct web or data scraping on or related to Platform, including, without limitation, collection of data through any software simulating human activities, any bot, or web crawler.
- Client is obliged not to automate access to Website or Service, including, without limitation, through the use of APIs, bots, scrapers, or other similar devices.

- Client shall not access Service or Platform with the purpose of building a competitive product or service, a product using similar ideas, features, functions, or graphics, or to copy any ideas, features, functions, or graphics.

The Client is fully responsible for all the activities and conduct that occur under its Client Account.

12. CLIENT CONTENT, CLIENT DATA, AND PERSONAL DATA PROTECTION

Use of Client Content

Client understands that Client is solely responsible for any Client Content uploaded, processed, entered, or otherwise transmitted in connection with Client's use of Service and/or Platform. By entering into this Agreement, Client warrants represent and covenants that Client is the owner or has obtained a valid and enforceable license to use all Client Content.

Client Content shall not infringe, misappropriate, or violate the rights of any subject (including both natural persons and entities), or any applicable law, rule, or regulation of any government authority of competent jurisdiction.

Without limiting the foregoing, any feature(s) of Service and/or Platform that may permit Client to temporarily save or otherwise store Client Content is offered solely for Client's convenience, and WIZZER does not guarantee that Client Content will be retrievable. Client is solely responsible for saving, storing, and otherwise maintaining Client Content.

WIZZER holds the right to refuse, limit, or cancel Service, disable Client Accounts or accounts of Customers, or remove or edit Client Content at its sole discretion, in order to comply with applicable law and regulation. Therefore, in the event of the investigation of purported violations of the Agreement, WIZZER reserves the right to review Client Content to resolve the issue (for instance, to prevent harmful or illegal activity). WIZZER may also access Client Content when providing technical support or when performing other legal obligations under this Agreement.

Nevertheless, WIZZER has no obligation to monitor Client Content and shall make no attempt to do so. Also, WIZZER is not obliged to remove any Client Content.

WIZZER shall not be held liable for any loss, damage, expense, or other harmful consequences to any Client resulting from Client Content.

Exposure risk

Client understands and agrees that providing and using cloud-based services involves risks of unauthorized disclosure or exposure of data, and by accessing and using the Platform, Client accepts such risk. WIZZER offers no representation or warranty that Client Content

(particularly including Client Data) will not be exposed or disclosed through omissions, errors, or the unlawful activities of third parties.

Data accuracy

WIZZER has no responsibility for the accuracy of data uploaded to the Platform by Client, including, without limitation, Client Data and any other data uploaded by Client or Customer.

Use of Client Data

WIZZER shall not, unless previously explicitly authorized by Client:

1. access, process, or otherwise use Client Data other than as necessary to provide Service and use of Platform or in accordance with DPA (if any) (as defined in **Privacy Policy**),
2. intentionally grant any third-party access to Client Data.

Notwithstanding the foregoing, WIZZER may disclose Client Data as required by applicable law or by proper legal or governmental authority.

Compliance with data protection laws

Providing WIZZER' Service involves the processing of Clients' personal data provided within Multimon Software (as defined in the **Privacy Policy**).

Consequences of the unlawful use of Client Content

WIZZER may, at its sole discretion, disable, close, or temporarily or permanently limit access to any Client Account without any notice to Client in case WIZZER becomes aware of:

- the illegal Client Content,
- activities that infringe third parties' Intellectual Property Rights, personal data, or any other right,
- any activities infringing this EULA.

WIZZER shall not be liable for any loss, damage, or undesirable consequences arising from such action.

If Client Account is delinquent, suspended, or terminated for 30 (thirty) days or more, WIZZER may irreversibly suspend Client Account, i.e., the account of Customer, in accordance with **Section 16** (Termination).

Security breach

In case of an accidental, unauthorized, or unlawful destruction, loss, alteration, disclosure of, or access to Client Data upon the discovery of such security breach WIZZER shall:

1. initiate remedial actions compliant with applicable law and consistent with industry standards,
2. notify Client of the security breach, its nature, and scope, the remedies WIZZER will undertake, as well as the timeline projected by WIZZER in terms of the security breach remedy.

The Client is responsible for fulfilling its obligations under the applicable law.

13. WARRANTIES DISCLAIMER

Service is provided on an "as is" and "as available" basis. Clients understand that they use Multimon Software at their sole risk.

WIZZER hereby disclaims, to the fullest extent permitted under the applicable law, all statutory warranties, including warranties arising from the course of dealing, course of performance, or usage of trade. Warranties of WIZZER related to Platform, Service, or Website which are not explicitly stated herein shall be deemed withheld.

Without prejudice to the generality of the previous provisions, WIZZER does not warrant:

1. fitness for a particular purpose of the Client, nor that the Service will meet the Client's specific requirements;
2. that Service will be uninterrupted, timely, secure, error-free, or of satisfactory quality;
3. accuracy or reliability of the results obtained from the use of the Service;
4. correction of any errors in the Service which may occur.

WIZZER and/or its suppliers make no representations about the suitability, reliability, availability, continuity, timeliness, and accuracy of Platform and Service.

Without limiting the foregoing, WIZZER is not designed or licensed for use in hazardous environments requiring fail-safe controls (for example, aircraft navigation/communication systems, air traffic control, medical device and life support machines, or weapon systems) in which the failure of Platform may result in death, personal injury, or physical and/or environmental damage. Accordingly, the Agreement excludes any high-risk activities (including previously enlisted examples), and Client agrees not to use Platform in connection with such high-risk activities.

WIZZER reserves the right (but has no obligation) to, without notice to Clients who are using Free License, i.e., with one month notice to Clients using any Paid License, at any time:

1. modify, suspend, or terminate any operations of or access to Multimon Software, or any part of Service or any feature, for any reason;
2. modify, change, upgrade Multimon Software or any part of it;
3. Interrupt the operation of Multimon Software, as necessary to conduct routine or non-routine maintenance, error corrections, or other changes.

WIZZER may release updates or new versions of the Software. New versions may be made available to all users at WIZZER's discretion. WIZZER is under no obligation to provide updates, maintenance, or upgrades.

14.LIMITATION OF LIABILITY

General. WIZZER and/or its suppliers, employees, and representatives shall be liable (to the maximum extent permitted by the applicable law) in no event for the following:

1. any losses, damages, expenses, or other harmful consequences that occurred as a result of any subject's use or inability to use Multimon Software;
2. any installation, implementation, customization, or modification of Platform not conducted by WIZZER;
3. any failure to apply available update, service pack, fix, or upgrade that would prevent the harmful event;
4. any unauthorized access to Client Content;
5. any unauthorized use of Client's credentials for access to Multimon Software.

To the greatest extent permitted by the applicable law, under no circumstances shall WIZZER and/or its suppliers, employees, and representatives be liable for any indirect, punitive, incidental, special, consequential damages or any damages whatsoever (including, without limitation, damages for the loss of use, data, or profits, or business interruption) arising out of or in any way connected with:

- the use or performance of Multimon Software,
- the delay or inability to use Multimon Software and/or Service, including the provision of or failure to provide Service,
- Platform, Website, Service, any products, information, or related graphics obtained through Multimon Software, or otherwise arising out of the use of Multimon Software, whether based on contract, tort, negligence, strict liability, or otherwise.

In case any of the foregoing limitations occur to be unenforceable or in the event any liability of WIZZER is established, to the maximum extent permitted under the applicable law, Client agrees that the entire aggregate liability of WIZZER and Client's sole remedy arising out of or related to Agreement, Platform, or Service shall be limited to monetary damages that in the aggregate may not exceed the sum of any amount paid (if any) by that Client within twelve months preceding the delivery of the notice to WIZZER regarding the dispute for which the remedy is sought. In the event Client did not have any obligations, including any payments during such period, monetary damages shall not in aggregate exceed the sum of 100 EUR (hundred Euros).

Client hereby understands and agrees that this limitation of liability represents a reasonable allocation of risk and is the fundamental element of the agreement between WIZZER and Client. Client additionally understands that Platform, Service, and Website would not be provided without such limitations.

Taking into account that some of the limitations of liability stated in this section may not be applicable to Client, due to the fact that certain countries do not allow the limitation of particular damages, Client may have some additional rights. Regardless, in case any part of this section is held to be invalid under the applicable law, the invalidity of such portion shall not affect the validity of the remaining parts of the applicable sections.

Exceptions. Mandatory liability of WIZZER shall not be excluded in the following cases:

1. If WIZZER commits a willful breach of any of its obligations arising from the Agreement,
2. In the event of death or personal injury caused by a defective item provided or produced by WIZZER.

Force Majeure. Neither Party shall be liable for any violation of the obligations arising from this Agreement due to a circumstance that could have not been reasonably foreseen and which is beyond the control of Parties, such as, for instance, the force of nature, an act of a legislative or executive authority, war, civil unrest, the act of terror, strike, non-trivial cyber-attack, failure of a third-party hosting, internet failure, or any other circumstance qualifying as a force majeure under the applicable law. This exception shall apply solely to the extent that the respective circumstances prevented or hindered the Party's performance.

For the avoidance of doubt, this section:

1. has no intention of derogating or limiting the application of any statutory limitation or exclusion of liability,
2. shall not be construed to limit the amount of or excuse Client from any payment obligation arising from the Agreement.

WIZZER does not provide legal advice in terms of compliance, data privacy, or other relevant applicable laws in the jurisdictions in which Client uses the Service.

Any statements made by WIZZER to Client shall not constitute legal advice.

15. INDEMNIFICATION

Client agrees to indemnify and hold WIZZER harmless from any and all demands, losses, liabilities, claims, or expenses (including any attorneys' fees) made against WIZZER by any third party due to or arising out of or in connection with the use of Multimon Software and Service. This Client's obligation includes, but is not limited to, demands, losses, liabilities, claims, or expenses arising out of:

1. Client's use of Multimon Software in violation of this Agreement and/or any applicable law, and/or arising from a breach of this Agreement and any applicable law;
2. any third-party claim of infringement of copyright or other Intellectual Property Right, or invasion of privacy arising from hosting Client Content on Platform, and/or making available Client Content to other users of Platform, and/or the actual use of Client

Content by other users of Platform or related services in accordance with the Agreement;

3. any activity related to Client Account, undertaken by Client, or other person accessing Client Account with or without Client's consent, unless such activity was caused by the act or default of WIZZER.

Additionally, Client shall defend, indemnify, and hold harmless WIZZER, its officers, directors, employees, contractors, agents, and representatives from and against all claims made by, and all damages, liabilities, penalties, fines, costs, and expenses payable to any third party, arising from Client's:

- breach of Agreement,
- use of Service,
- processing of Client's personal data,
- contributions to Service,
- infringement of any Intellectual Property Right or any proprietary or personal right.

16. TERMINATION

The Agreement shall remain in force and continue until:

1. Client who uses Paid License cancels the subscription and/or Client/Customer (as applicable) requests for Client Account/Customer's account and Client's Dashboard (as applicable) to be deactivated and disabled;
2. terminated by WIZZER.

Termination by Client

The Client may cancel the subscription at any time via their Client Account. Cancellation will be effective in line with this Agreement, subject to applicable law, and Client may use the Service until the cancellation is effective, unless the access is suspended or terminated in accordance with Agreement of the applicable law.

In case the Client wishes to terminate the Paid License and continue with the use of the Free License or upgrade/downgrade your Paid License to another Paid License, please see **Section 10** (Upgrading or Downgrading Plan).

The Client understands that cessation of use of the Service does not entitle the Client to any refund. Client not using the Service shall cancel the subscription to Paid License and switch to Free License or terminate the use of Multimon Software completely.

The Client is aware and accepts that the termination of use of Multimon Software does not necessarily mean that the Client Account will be automatically deleted. This is also applicable to Client Content provided by that Client.

The Client may request Multimon Software to delete their created account (if applicable) at any time in order to terminate the Agreement. WIZZER shall previously check with the respective Client on whether such Client has any unsettled obligations and request such Client to fulfil all the respective obligations (if any). However, as an exception, some data may be retained to determine, pursue, or defend claims and counterclaims.

Termination by WIZZER

Client hereby acknowledges that if the Client submits a request to upgrade to the Paid License according to **Section 10** (Upgrading or Downgrading Plan) but fails to complete the payment within 2 days from the date of such request, the upgrade request shall be deemed automatically withdrawn, no Paid License rights shall be granted, and the Agreement will terminate. In such a case, the Client can continue to use the Free License, if applicable.

WIZZER reserves the right to cancel the Client's subscription and Client's use of Platform and/or Service.

In case Client engages in any conduct or activities that are identified by WIZZER (at its sole discretion) as the violation of Agreement or the rights of WIZZER or third parties, or otherwise inappropriate, WIZZER may deny access to all or any part of Service or terminate Client's account with or without prior notice. WIZZER is entitled to deny Client's access to Service, terminate this Agreement, or suspend Client Account without limitations.

WIZZER has the right to, at its sole discretion, at any time and regardless of the reason, terminate Multimon Software Service, this Agreement, or suspend or terminate any Client Account. In such a case, WIZZER shall notify Client via the email address designated by Client when creating Client Account, or any other email address Client may have provided to WIZZER.

Survival in case of termination

In case the Agreement is terminated, the following provisions shall survive:

- any provision stipulating Client's obligation to pay for Service,
- **Section 6** (Intellectual Property),
- **Section 13** (Warranties Disclaimer),
- **Section 14** (Limitation of Liability),
- **Section 15** (Indemnification),
- **Section 21** (Governing Law & Competent Court; Dispute Resolution),
- **Section 22** (No Class Action),
- as well as any other provision of the Agreement that must survive for the Agreement to fulfil its essential purpose.

Client Data download and deletion

In case the Agreement is terminated, Client may download all information (including entire Client Content) provided, inputted, or uploaded to Multimon Software databases via downloading a detailed report.

Upon termination of the Agreement, Client Account shall be irreversibly suspended, and all Client Content and Client Data will be anonymized in order to make Client Content unreadable. Client understands that Client Content and Client Data shall not be deleted but retained in anonymized (unreadable) form by WIZZER for statistical purposes. Without regard to the previous sentence, all Client Content, including Client Data, shall be deleted upon the expiration of a 2 (two) month period after the termination of the Agreement.

17.SEVERABILITY

In case any provision of this Agreement is found invalid by any court having competent jurisdiction, the invalidity of such provision shall not affect the validity of the remaining provisions of this Agreement, which shall remain in full force and effect.

If any provision of the Agreement violates any mandatory rule of the applicable law and proves to be void as a result thereof, such provision shall, for those specific circumstances and only in that particular respect in which it is void, be deemed to have been amended to comply with the law. Any such amendment shall be confined to the minimum necessary to make the provision valid and shall retain as much of its original ambit and meaning as possible.

18.NOTICES

Client may deliver notices to WIZZER to the following address: support@wizzerIT.com or any other address specified in **Section 1** (Definitions).

WIZZER may give notices to Client via the email address associated with Client Account or (exceptionally) by mail or courier to the address provided for that Client within the information on Client Account.

Notice shall be deemed to have been received:

1. The next day, if given via notice on the Client Account via email,
2. five workdays after posting the notice via courier or registered post. Workday shall have the meaning of workdays at WIZZER's registered seat.

19.NO WAIVER

Failure by WIZZER to exercise or enforce any right or provision of EULA shall not constitute a waiver of such right or provision.

20.THIRD-PARTY SERVICES AND WEBSITES

In case WIZZER enables access to data from another service provider through linking, WIZZER does not carry any responsibility for such information.

The Website may contain links to other websites which are in the ownership of other legal or natural persons. Each of such websites has its terms of use and privacy policy on handling personal data, and such terms and policies may differ significantly from the ones applicable to the use of our Website. WIZZER has no control over such websites and shall not carry any responsibilities, either for the availability of those websites or for the terms of use and privacy policies applicable to their visitors and users.

Placing links to third-party websites on the Website does not represent any kind of recommendation or approval of services or products offered through such websites by WIZZER.

21. GOVERNING LAW & COMPETENT COURT; DISPUTE RESOLUTION

Governing Law. Agreement and any matter or dispute arising out of or related to the subject matter of the Agreement shall be governed, construed, and enforced in accordance with the laws of the Republic of Serbia, without regard to its conflict of laws rules. Specifically excluded from application to this Agreement is the law known as the United Nations Convention on the International Sale of Goods.

Mandatory negotiations. Taking into account the high cost of arbitration, Parties agree to the following dispute resolution procedure: in the event of any Dispute, the Party asserting the Dispute shall first try in good faith to settle such Dispute by delivering the written notice to the other Party by first-class or registered mail. Such notice shall comprise the description of the facts and circumstances (including any relevant documentation) of the Dispute, and allow the receiving Party 30 days in which to respond to or settle the Dispute.

Notice shall be delivered in accordance with **Section 18** (Notices), in particular to the following addresses:

1. to WIZZER: Tadije Sondermajera 3, floor 3, apartment 28, 11000, Belgrade, the Republic of Serbia
2. to Client: Client's last used address provided within Client Account. In case no such address exists, or the delivery to such an address is unsuccessful, the notice shall be sent to the email address connected to the Client Account.

Parties mutually agree that the above-described dispute resolution procedure is a condition precedent that must be satisfied before the initiation of any arbitration or the filing of any claim against the other Party.

Dispute Resolution. In case Parties fail in resolving Dispute as described above, any disputes arising out of or in connection with Agreement shall be finally settled by arbitration organized in accordance with the Rules of the Belgrade Arbitration Center (the Belgrade Rules).

The number of arbitrators shall be one. The place of arbitration shall be Belgrade, the Republic of Serbia. The language to be used in the arbitral proceedings shall be English.

In case the Parties' agreement with respect to arbitration proves to be void or unenforceable, all Disputes to which it was intended to apply shall be subject to the exclusive jurisdiction of the competent court in Belgrade, the Republic of Serbia. Regardless, in such a case, the mandatory negotiation clause shall remain applicable as a precondition to initiation of the court resolution of the dispute.

This Section shall survive termination of the Agreement.

Notwithstanding the provisions above, WIZZER may, at its absolute discretion, assert and seek the protection of its Intellectual Property Rights and rights concerning confidential information or data processing anywhere in the world.

22.NO CLASS ACTION

With the exceptions of events explicitly prohibited by law, as a condition of the use of Platform and/or Service, Client agrees that any and all Disputes arising out of or connected with Platform and/or Service shall be resolved individually, without resort to any form of class action.

Any arbitration under this EULA shall take place on an individual basis. Class arbitrations and class/representative/collective actions are not permitted.

Parties agree that each Party may bring claims against the other Party only in each individual capacity and not as a plaintiff or class member in any putative class, collective, and/or representative proceeding, such as in the form of a private attorney general action against the other. Further, unless both Parties agree otherwise, the arbitrator may not consolidate more than one person's claims and may not otherwise preside over any form of a representative or class proceeding.

23.ENTIRE AGREEMENT

Agreement (as amended from time to time), including any linked documents or documents that are expressly included in the Agreement, constitutes the entire agreement between the Parties relating to the subject matter hereof and supersedes all prior agreements and understandings between the Parties with respect to that subject matter.

In case of conflict between any provision herein and any statement, representation, or other information published on the Website or contained in any other materials or communications, the provision in the Agreement shall prevail.