Terms of Service

Last updated: September 28, 2025

1. General Information

• Provider: Stormsail s.r.o.

Address: Nové sady 988/2, Staré Brno, 602 00 Brno, Czech Republic

Web: <u>www.stormsail.tech</u>Email: info@stormsail.tech

• Service: **Zerobait.io**, a cybersecurity SaaS tool detecting and taking down fraudulent impersonation websites.

2. Account Registration & Eligibility

- Users must provide accurate information using a valid email address during registration.
- Users must own or be employed by the assets (websites) they register for protection; verification may occur at random.
- Multiple accounts by the same user or business entity are not allowed.
- Users are responsible for using strong passwords and maintaining account confidentiality.
- Account theft or unauthorized access must be reported immediately via info@zerobait.io.

3. Subscription and Payment

- Free trial may be requested by the User, and access may be granted or denied at the sole discretion of the Provider.
- The trial does not automatically convert to a paid subscription.
- Paid subscriptions are managed via Stripe.
- Users can switch between monthly and yearly plans; switching from monthly to yearly triggers immediate charge for the yearly plan.
- Refunds are generally not provided but may be granted at the sole discretion of the Provider.
- Subscriptions can be cancelled any time; services remain available until the end of the paid period.

4. Use Restrictions and Refusal of Service

Users must not:

- Use automated tools to access or interact with the Service.
- Engage in illegal or unethical activities.
- Cause harm to the Service or other users.
- The Provider reserves the right to refuse or terminate service for reasons including but not limited to:
 - Fraudulent activity,
 - Violation of these Terms or applicable laws,
 - Risks to the Provider's reputation, including sanctioned or restricted individuals/entities.

5. Intellectual Property

- The Provider holds all intellectual property rights in the Service, including but not limited to source code, website design, audio, video, and text in the Service.
- Features or improvements created from user feedback or suggestions remain the exclusive property of the Provider.
- Users retain ownership of their submitted data, but grant the Provider rights necessary to operate and improve the Service.

6. Data Access and Usage

- The Provider may access user data for audits and investigation of issues or abuse.
- Usage statistics, anonymized so no personal data is included, may be collected and shared with third parties for analytics.

7. Disclaimers and Limitation of Liability

- The Service is provided "as is" and "as available," with no express or implied warranties.
- The Provider's liability is limited to the fees paid by the user in the preceding 12 months. The Service is intended for use by businesses or organizations, not individual consumers. By using the Service, users represent and warrant that they are acting in a professional or business capacity.
- The Provider is not liable for indirect, incidental, consequential, or punitive damages arising from use or inability to use the Service.

8. Service Availability and Support

- The Provider aims to respond to user support requests within 24 hours.
- No specific uptime or service level guarantees are given.

- Scheduled downtime expected to last more than 1 hour will be communicated to users via email in advance.
- Users may report unscheduled downtime to info@zerobait.io.

9. Termination

- The Provider may suspend or terminate user accounts for cause, including but not limited to:
 - Violation of these Terms,
 - Fraudulent, abusive, or illegal activity,
 - Activity that poses a reputational risk to the Provider or the Service, including but not limited to:
 - Association with phishing, impersonation, or disinformation campaigns,
 - Use of the Service in ways that may appear to condone or support criminal behavior,
 - Affiliation with sanctioned individuals, entities, or jurisdictions.
- Termination for cause may be immediate for serious violations.
- The Provider may, at its discretion, provide notice or an opportunity to cure before termination, except in cases warranting immediate action.
- Upon termination, user access to the Service ends and data deletion proceeds according to the Provider's data retention policies.

10. Governing Law and Dispute Resolution

- These Terms are governed by the laws of the Czech Republic and the European Union.
- Jurisdiction lies with the court having local jurisdiction over the Provider, e.g., the Municipal Court in Brno, Czech Republic.
- Disputes may also be addressed via the Czech Trade Inspection Authority (https://www.coi.cz/en/).

11. Miscellaneous

- Force Majeure: The Provider is not liable for failure or delay due to events beyond reasonable control (e.g., natural disasters, war, terrorism, strikes, supply shortages, network interruptions).
- Severability: If any provision is found invalid or unenforceable, the remainder of the Terms remains in effect.
- Survival: Sections relating to ownership, disclaimers, indemnity, and limitations of liability survive termination of these Terms.

- Entire Agreement: These Terms constitute the entire agreement between the User and Provider regarding the Service and supersede prior agreements.
- Waiver: The Provider's failure to enforce any right or provision does not constitute a waiver of such right or provision.
- Third-Party Beneficiaries: These Terms confer no rights or remedies on any third party except the parties and their permitted successors or assigns.