

POWER BI CUSTOM VISUAL – C&F S.A. VISUALIZATION LICENSE TERMS

These license terms are an agreement between you and the visualization developer. Please read them. They apply to the visualization for Power BI you download from the Office Store, including any updates or supplements for the visualization (the “Visualization”).

BY DOWNLOADING OR USING THE VISUALIZATION, OR ATTEMPTING TO DO ANY OF THESE, YOU ACCEPT THESE TERMS. IF YOU DO NOT ACCEPT THEM, YOU HAVE NO RIGHT TO AND MUST NOT DOWNLOAD OR USE THE VISUALIZATION.

The Visualization developer means the entity licensing the Visualization to you, as identified in the Office Store. i.e. C&F S.A. with its registered office in Warszawa at Domaniewska 50, 02-672 Warszawa, registered in the w Register of Entrepreneurs maintained by the District Court for the Capital City of Warsaw in Warsaw, 13th Business Division of the National Court Register under the KRS number 0000876957, NIP Taxpayer Identification Number: 521-351-23-53, REGON National Economy Entity Statistical Number: 141677176, share capital: 389.462,20 PLN.

If you comply with these license terms, you have the rights below.

1. INSTALLATION AND USE RIGHTS. You may install and use any number of copies of the Visualization for use with a product or service that supports the Power BI visual interface. You have access to the Visualization, without any right to change, copy or modify the source code in any other way. This License does not grant a permission to distribute the Visualization (commercial use). You have no rights to sublicense or to sell the copies of the Visualization or make it available to third parties in any other way. The copyright notice ‘Copyright 2024 C&F’ shall be included in all copies of the Visualization.

2. INTERNET-BASED SERVICES.

a. Consent for Internet-Based or Wireless Services. The Visualization connects to computer systems over the Internet, which may include via a wireless network. Using the Visualization operates as your consent to the transmission of standard device information (including but not limited to technical information about your device, system and Visualization software, and peripherals) for internet-based or wireless services.

b. Misuse of Internet-based Services. You may not use any Internet-based service in any way that could harm it or impair anyone else’s use of it or the wireless network. You may not use the service to try to gain unauthorized access to any service, data, account or network by any means.

3. SCOPE OF LICENSE. The Visualization is licensed, not sold. This agreement only gives you some rights to use the Visualization. Visualization developer reserves all other rights. Unless applicable law gives you more rights despite this limitation, you may use the Visualization only as expressly permitted in this agreement. You may not (a) work around any technical limitations in the Visualization or (b) reverse engineer, decompile or disassemble the Visualization, except and only to the extent that applicable law expressly permits, despite this limitation.

4. DOCUMENTATION. If documentation is provided with the Visualization, you may copy and use the documentation for personal reference purposes.

5. SUPPORT SERVICES. If an error is detected or reported in Visualization, the developer will correct it as soon as possible. Contact the Visualization developer to determine what support services are available.

6. ENTIRE AGREEMENT. This agreement, and the Visualization developer privacy policy are the entire agreement between you and Visualization developer for the Visualization..

7. DATA PROCESSING. By using Visualization, you consent to the processing of your personal data: (a) Username connected to Microsoft, (b) Metadata provided by Microsoft through, (c) Any data that user voluntarily shares by signing up or authenticating via a third party Authentication Provider. for purposes related to marketing the products and services of the developer and its group companies. Data processing is carried out in accordance with the developer's privacy policy available at <https://candf.com/privacy-policy/>.

8. APPLICABLE LAW. Regardless the place of acquiring If you download the Visualization, the laws of Poland apply.

9. LEGAL EFFECT. This agreement describes certain legal rights. You may have other rights under the laws of your state or country. This agreement does not change your rights under the laws of your state or country if the laws of your state or country do not permit it to do so.

10. DISCLAIMER OF WARRANTY. TO THE FULLEST EXTENT PERMITTED BY LAW, (A) THE VISUALIZATION IS LICENSED "AS-IS," "WITH ALL FAULTS," AND "AS AVAILABLE" AND YOU BEAR ALL RISK OF USING IT, (B) THE VISUALIZATION DEVELOPER, ON BEHALF OF ITSELF AND EACH OF OUR RESPECTIVE AFFILIATES, VENDORS, AGENTS AND SUPPLIERS, GIVES NO EXPRESS WARRANTIES, GUARANTEES, OR CONDITIONS IN RELATION TO THE VISUALIZATION; (C) YOU MAY HAVE ADDITIONAL CONSUMER RIGHTS UNDER YOUR LOCAL LAWS THAT THIS AGREEMENT CANNOT CHANGE; AND (D) VISUALIZATION DEVELOPER AND MICROSOFT EXCLUDE ANY IMPLIED WARRANTIES OR CONDITIONS, INCLUDING THOSE OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NON-INFRINGEMENT.

11. LIMITATION ON AND EXCLUSION OF REMEDIES AND DAMAGES. TO THE EXTENT NOT PROHIBITED BY LAW, YOU CAN RECOVER FROM THE VISUALIZATION DEVELOPER ONLY DIRECT DAMAGES UP TO THE AMOUNT YOU PAID FOR THE VISUALIZATION OR \$1.00, WHICHEVER IS GREATER. YOU WILL NOT, AND WAIVE ANY RIGHT TO, SEEK TO RECOVER ANY OTHER DAMAGES, INCLUDING CONSEQUENTIAL, LOST PROFITS, SPECIAL, INDIRECT OR INCIDENTAL DAMAGES FROM THE VISUALIZATION DEVELOPER.

This limitation applies to (a) anything related to the Visualization or services made available through the Visualization; and (b) claims for breach of contract, breach of warranty, guarantee or condition, strict liability, negligence or other tort to the extent permitted by applicable law.

It also applies even if (a) repair, replacement or a refund for the Visualization does not fully compensate you for any losses; or (b) Visualization developer knew or should have known about the possibility of the damages.