



Apify General Terms and Conditions

Thank you for using Apify! Please read these Apify General Terms and Conditions (“**Terms**”) carefully before accessing or using our Services.

By visiting or using the Website or Services (generally through clicking the “Sign up” button during registration or signing an Order), you agree that these Terms and all incorporated documents, including but not limited to our [Privacy Policy](#), [Acceptable Use Policy](#) and [Data Processing Addendum](#), and any documents referencing these Terms, such as an Order (where applicable) (“Agreement”)) govern your access to our Website and use of our Services.

The Services are intended for business use only and are not designed, marketed, or suitable for consumers. If you accept these Terms on behalf of a company, you declare to be authorized to do so (herein, the term “you” or “customer” shall mean the relevant company). If you sign up using an email address from an entity of which you are an employee, contractor, or agent, then (a) you will be deemed to represent that entity, (b) you hereby bind that entity to this Agreement, and represent and warrant that you have authority to do so.

1. DEFINITIONS

- 1.1. **“Apify”**; **“we”** means Apify Technologies s.r.o., with its registered seat at Vodičkova 704/36, 110 00 Prague 1, Czech Republic, Company reg. no. 04788290, recorded in the Commercial Register maintained by the Municipal Court of Prague, File No.: C 253224.
- 1.2. **“Customer”**; **“you”** means our Website visitor or a counterparty to the Agreement using or purchasing Services from Apify.
- 1.3. **“Customer Data”** means any and all data extracted and processed through the Services by you or by us on your behalf; Customer Data excludes data processed by us under our Privacy Policy.
- 1.4. **“Fee(s)”** means price for the Services agreed in an Order or displayed in the Platform, including but not limited to Platform Fee, Development Fee, Professional Services Fee, and Overages, as specified by the Agreement.
- 1.5. **“Order”** means ordering document (e.g., order form, statement of work) executed between the parties or a checkout page specifying Services purchased by you.
- 1.6. **“Platform”** means Apify platform and related infrastructure operated by Apify, remote access to which is available upon registration by means of servers within the apify.com domain or other domains, including, but not limited to Apify Console at console.apify.com, Apify API at api.apify.com, and Apify MCP server at mcp.apify.com.
- 1.7. **“Services”** are Subscription Services and Professional Services as specified in the Section 2 below (unless expressly specified otherwise, Actors, Beta Previews, Development Tools and Integrations are expressly excluded from the Services).



- 1.8. **“Website”** means <https://apify.com>, and all Apify-owned subdomains of apify.com, such as <https://docs.apify.com/> or <https://help.apify.com>.

2. OUR SERVICES

- 2.1. **Subscription Services.** Apify develops, owns, and operates the Platform that enables automation of manual activities and processes on internet websites; the Platform is provided to you as a service (“**Subscription Services**”). Upon creating a Personal Account, you may access a limited free version of the Subscription Services. Paid Subscription Services can be purchased via the Platform or by executing an Order.
- 2.2. **Professional Services.** We may provide paid development, monitoring, support or other services provided by the Apify professional services team to support or customize Subscription Services, which may be purchased under a separately executed agreement (“**Professional Services**”).

3. APIFY STORE AND ACTORS

- 3.1. **Actors.** Each individual person or entity representative signed up to Apify Platform (“**User**”) may create software programs running on the Platform (“**Actor(s)**”).
- 3.2. **Apify Store.** Apify operates [Apify Store](https://docs.apify.com/legal/store-publishing-terms-and-conditions) with pre-built Actors. Actor publishing is governed by the Apify Store Publishing Terms available at: <https://docs.apify.com/legal/store-publishing-terms-and-conditions>. With respect to each Actor, you and the Actor creator who published such Actor via Apify Store acknowledge and agree that the terms and conditions applicable to the use of and other rights with respect to such Actor are solely between the Actor creator and you. Each Actor creator is responsible for all support and all claims relating thereto. Unless expressly stated otherwise, Actors are not part of the Services provided by us.

4. ACCOUNTS

- 4.1. **Account.** “**Account**” represents your legal relationship with us. A “**Personal Account**” is created upon your sign up to the Platform and represents an User’s authorization to log in to Platform and use the Services and serves as a User’s identity on Platform. Personal Accounts must be created by humans, and you must be at least 18 years old. Accounts registered by “bots” or other automated methods are not permitted. We reserve the right to delete Accounts created in breach of this provision immediately. “**Organization Accounts**” are shared workspaces that may be associated with a single entity or with one or more Users where multiple Users can collaborate across many projects at once. A Personal Account can be a member of any number of Organization Accounts. A single Organization Account may have multiple admins and members, but a single Personal Account must be designated as the primary owner of the Organization Account. The primary owner of an Organization Account has ultimate administrative control over that Organization Account, including any related Customer Data. If you are the primary owner of an Organization Account under the Agreement, we consider you responsible for the actions performed on or through that Organization Account.
- 4.2. **Account Responsibility and Information.** You are responsible for all activity under your Account (even when content is posted by other Users with Personal Accounts associated with your Organization Account). You are solely responsible for ensuring that your Account



information, including contact and billing details (if applicable), is accurate and up to date throughout the Agreement term. You must safeguard your login credentials and ensure no third party accesses or uses your Account. Apify shall not be liable for any security incident resulting from your failure to meet the obligations under this Section 4.

- 4.3. **Prohibition of Multiple Accounts.** Unless otherwise agreed in writing, you shall not create or use multiple Personal Accounts, either directly or through third parties, even if registered with different email addresses.
- 4.4. **Access to your Account.** You acknowledge that our personnel may access your Account and Customer Data solely to resolve issues related to your Account or Services.

5. INTELLECTUAL PROPERTY RIGHTS

- 5.1. **Apify IP Ownership.** You acknowledge that our Website, the Platform (including any technical documentation and any Apify-owned content displayed within the Platform other than Customer Data), and Services provided by us are protected by copyright. We reserve all rights, title, and interest, including all Intellectual Property rights in and to the Website, the Platform, and the Services (including any outcome or work product created as a part of the Professional Services, including but not limited to Custom Actor or Platform customization or other custom solution as defined in the Agreement ("Deliverable"), except for Customer Data). Other than as expressly outlined in the Agreement, no license or other rights in Website or Services (including Deliverables) are granted to you.
- 5.2. **License Grant and Limitations.** We provide you with a worldwide, non-exclusive, non-assignable, non-transferable, and revocable license for the duration of the Agreement to use the Services and Deliverables for the purposes specified herein, in the scope and manner compliant with the Agreement and our technical documentation. Under the license, you may not (i) modify, alter, process, reverse-engineer, or otherwise interfere with the Services, any of its parts, including in particular any source codes or connect the Website or the Services (or any parts of it whatsoever) or its name with any other copyrighted work or use it in a collective work; (ii) reproduce, share, or distribute the Website or the Services except for open source software subject to any open-source license approved by the Open Source Initiative ("OSS") components; (iii) create derivative or analogous works, copies of the Website or Services or any part thereof; (iv) sublicense, transfer, or assign any rights or obligations under the license, in whole or in part, to third parties.
- 5.3. **Feedback.** By providing feedback on the Website or Services (e.g., suggestions, reviews), you grant us a perpetual, irrevocable, royalty-free, sublicensable, transferable, non-exclusive, worldwide license to use it without restrictions, confidentiality, or compensation. Feedback is provided "AS IS," without warranties.
- 5.4. **Third-Party Services Integrations.** The Services may include features that allow you to integrate or connect the Services with third-party applications, software, platforms, or services ("Third-Party Services"). Any use of Third-Party Services is subject solely to the terms and conditions of the applicable third party, and we do not control, and are not responsible for, any Third-Party Services. You acknowledge and agree that we shall not be liable for any damages or losses caused or alleged to be caused by or in connection with the use of, or reliance on, any



Third-Party Services, or the availability, accuracy, or performance thereof. You are solely responsible for obtaining and maintaining any necessary accounts, licenses, or permissions required to use such Third-Party Services. Integration with Third-Party Services is provided "as-is" and we make no warranties, express or implied, regarding the functionality, availability, or interoperability of any Third-Party Services with the Services.

- 5.5. **OSS Components.** You acknowledge that the Services may contain OSS components that are licensed under the terms of the applicable license agreements included with such OSS components.
- 5.6. **Beta Previews.** Subject to mutual agreement between the parties, Apify may make software, services, or features identified as alpha, beta, preview, early access, or evaluation, or words or phrases with similar meanings ("Beta Previews") available to you. Beta Previews are not Services, and some of your rights with respect to Services will not apply to Beta Previews. Beta Previews are intended solely for internal evaluation purposes, may not be in final form or be fully functional; may contain errors, design flaws, or other problems; may cause loss of data or communications, project delays, or other unpredictable damage or loss; may never be released as a commercial version; and may be discontinued by Apify in whole or in part, at any time and without any obligation or liability to you.
- 5.7. **Development Tools.** We may, in our sole discretion, make available tools, software development kits (SDKs), and similar software for download ("Development Tools"). Such Development Tools are not necessary for the proper functioning of the Services and will not be deemed Services. In the absence of a separate license for such Development Tools, during the Agreement term, Apify hereby grants you a non-exclusive, royalty-free, non-transferable, non-sublicensable worldwide license to: (i) modify and create derivative works of Development Tools provided by Apify in source code format; and (ii) reproduce and use the Development Tools (including modifications thereof made by you for your internal business operations solely in connection with your use of the Services).
- 5.8. **Customer Data.** To the extent permitted under applicable laws, you retain all right, title and interest, including all intellectual property rights in and to your Customer Data. You grant us a limited, nonexclusive, revocable, worldwide, royalty-free right to transmit, display, reproduce or copy Customer Data to enable us to provide you Services during the Agreement term. Subject to the limited license granted herein, Apify acquires no right, title or interest in or to Customer Data. For the avoidance of doubt, you choose what Customer Data to transmit using our Services; Apify does not have control over Customer Data.

6. SERVICE USE RESTRICTIONS, CUSTOMER OBLIGATIONS

- 6.1. **Acceptable Use Policy.** You shall use the Website and Services in compliance with our Acceptable Use Policy, which is available at <https://docs.apify.com/legal/acceptable-use-policy>.
- 6.2. **Authorized Use of Services.** You may use the Services to process Customer Data that you are authorized to access and in compliance with all applicable laws, including but not limited to intellectual property and third-party rights.
- 6.3. **Security Obligations.** You shall implement appropriate security measures to prevent unauthorized access or use of the Services. Prohibited actions include circumvention, elimination,



or limitation of any mechanisms possibly serving to protect our rights or any information concerning Apify's intellectual property rights to the Website and Services (e.g., our logo or any other designation). You shall: (i) notify us immediately of any unauthorized use of any password or Account or any other known or suspected breach of security, including all necessary details; (ii) use reasonable efforts to stop immediately any copying or distribution of content or infringement of our Website or Services that is known or suspected by you; (iii) not impersonate our another User or provide false identity information to gain access to or use the Website or Services.

- 6.4. **Compliance.** You shall comply with all legal regulations related to your activities and the use of the Website and Services, including but not limited to applicable restrictions concerning copyright and other intellectual property rights. Additionally, You shall use the Services only in a manner that complies with any sanctions or embargoes imposed on countries by (i) the Czech Republic, (ii) the European Union, (iii) the United States of America, or (iv) the United Nations.
- 6.5. **Material Breach.** Any breach of this Section 6 shall be considered a material breach of the Agreement, entitling us to terminate the Agreement.

7. PRICING, PAYMENT TERMS, OVERAGES

- 7.1. **Pricing.** We may update the pricing of our Services from time to time, as published on our Website. Unless otherwise agreed in an Order, any updated pricing for Services will apply starting from your next period during which Apify calculates the Fees rendered to you ("Billing Period"). Pricing for each Actor use is specified by its developer as displayed in the Apify Store and Platform and may be updated by the Actor developer in their own discretion and will apply on go-forward basis.
- 7.2. **Order Creation.** By placing an Order through the Platform or signing a separate Order document, you agree to pay the applicable Fees, including taxes or government-imposed charges.
- 7.3. **Authorization.** By accepting these Terms, you authorize us to charge your on-file credit card or other approved payment methods for incurred Fees.
- 7.4. **Fees; Payment Obligation.** You agree that Fees are (i) either automatically charged to your available payment method specified in your Personal Account at the start of each Billing Period; or (ii) paid via bank transfer. Payments made through debit or credit card are payable immediately upon confirmation of your Order or upon incurring Overages. Notwithstanding the foregoing, low-value Overages may be invoiced later at our discretion. Except as explicitly stated otherwise in the Agreement, all payments made by bank transfer must be made within 14 days of the electronic invoice issuance date. Fees are non-cancellable, non-refundable, and can not be subject to any set-off unless stated otherwise.
- 7.5. **Overages; Upgrades.** If your usage exceeds your purchased Service entitlements ("Overages"), we will charge you the applicable Fees. Similarly, if you upgrade the Services, Apify will charge you pro-rata Fees for the remainder of the respective Order Term.
- 7.6. **Late Payment Fee.** Late payments incur a fee of 0.05% per day on overdue amounts until full payment is received. You shall pay the late payment fee promptly upon request by us. For any Fees that are past due, we reserve the right to automatically charge your approved payment methods without regard to the preferred payment method.



- 7.7. **Payment Schedule; Payment Receipt.** You shall pay the Fees in advance and at a frequency depending on the selected Billing Period. Unless otherwise specified in an Order, the Billing Period shall commence on the date of your first payment. The Fees shall always be deemed as paid when credited to our bank account or our other electronic accounts held with a provider of payment services.
- 7.8. **Currency; Taxes.** All Fees must be paid in the currency specified on your Order and are subject to applicable taxes. We are a value-added tax (VAT) payer in compliance with the tax laws of the Czech Republic. VAT shall therefore always be added to the Fees payable in the amount stipulated by the respective tax laws. You are responsible for all taxes, duties, and assessments related to this Agreement, except those based on our net income.
- 7.9. **Credits.** If expressly agreed between the parties, you may be awarded non-refundable, non-transferable monetary value ("Credits") by us under specific circumstances. Credits (a) may only be applied against future Fees you owe, and (b) are forfeited upon Agreement termination. We will not issue refunds or make payments against Credits under any circumstances, including termination of the Agreement.
- 7.10. **Charge Dispute.** To dispute a charge, you must notify us in writing within fifteen (15) days of the charge or invoice date. Failure to do so waives your right to dispute the charge. Charges are based exclusively on our invoicing records, which are final.

8. CONFIDENTIALITY

- 8.1. **Definition of Confidential Information.** "Confidential Information" means any information disclosed by one party ("Disclosing party") to the other ("Receiving party"), whether directly or indirectly, in any form, that relates to the Disclosing party and is not publicly available. This includes, but is not limited to, commercial, financial, marketing, business, technical, legal, or other data, as well as know-how, trade secrets, intellectual property, inventions, patents, algorithms, software source code, and all business information that is not generally known to, and cannot be readily ascertained by others, and which has actual or potential economic value, which is designated in writing as confidential at the time of disclosure or within thirty (30) days of disclosure, or which a reasonable person under the circumstances would consider confidential.
- 8.2. **Receiving party Obligations.** The Receiving party shall (i) keep all Confidential Information strictly confidential, using at least the same level of care as it uses to protect its own confidential information, but no less than a reasonable standard of care; (ii) use Confidential Information only to fulfill its obligations under the Agreement; (iii) not disclose Confidential Information to third parties without the Disclosing party's prior written consent; (iv) reproduce Confidential Information only as necessary for the Agreement purposes; (v) not reverse engineer or disassemble disclosed software; (vi) limit access to Confidential Information to personnel with a need to know, ensuring they are bound by similar confidentiality obligations.
- 8.3. **Exceptions to Confidential Information.** Confidential Information does not include information that (i) becomes publicly known through no fault of the Receiving party; (ii) was known to the Receiving party prior to disclosure, without confidentiality obligations, as demonstrated by evidence; (iii) is lawfully received from a third party without breach of confidentiality obligations; (iv) is independently developed by the Receiving party without using or referencing the Disclosing



party's Confidential Information; or (v) the Disclosing party expressly authorizes in writing for disclosure.

- 8.4. **Compelled Disclosure.** The Receiving party may disclose Confidential Information if required by law, court order, or a competent authority. When feasible, the Receiving party shall notify the Disclosing party in advance and seek to limit the scope of the disclosure.
- 8.5. **Ownership and Return of Confidential Information; No Warranty.** Confidential Information remains the sole property of the Disclosing party. Upon the Disclosing party's written request, or upon termination or expiration of the Agreement, the Receiving party shall promptly return or securely destroy all Confidential Information, including copies, and confirm such destruction in writing if requested. The Confidential Information is provided "as is" without any warranty express or implied.
- 8.6. **Time Limit.** Upon any termination or expiration of this Agreement, the Receiving party will continue to maintain the confidentiality of the Confidential Information for three (3) years from the date of receipt, except that the source code and trade secrets will be held in confidence in perpetuity.

9. DATA PRIVACY

- 9.1. **Personal Data Processing.** The terms of our Data Processing Addendum available at: <https://docs.apify.com/legal/data-processing-addendum> are hereby incorporated by reference and apply to the extent Customer Data includes Personal Data. The Data Processing Addendum details how Personal Data is processed on your behalf in connection with the Services. We will maintain commercially appropriate administrative, physical, and technical safeguards to protect Personal Data as described in the Data Processing Addendum. The [Privacy Policy](#) further describes the protection of your personal data processed by us in the role of Data Controller.
- 9.2. **Your Privacy Obligations.** We are not responsible for your privacy obligations or data security practices. You represent and warrant that you have all necessary rights, consents, or other legal basis for processing such Personal Data and instructing us to process them on your behalf.

10. WARRANTY DISCLAIMER

- 10.1. **GENERAL DISCLAIMER.** THE WEBSITE AND SERVICES ARE PROVIDED STRICTLY "AS IS." EXCEPT AS EXPRESSLY SET FORTH IN THE AGREEMENT, WE MAKE NO REPRESENTATION OR WARRANTIES AS TO THE RELIABILITY, TIMELINESS, QUALITY, SUITABILITY, AVAILABILITY, ACCURACY, OR COMPLETENESS. SPECIFICALLY, WE DO NOT WARRANT THAT: (i) THE WEBSITE OR SERVICES WILL BE SECURE, UNINTERRUPTED, ERROR-FREE, OR COMPATIBLE WITH ANY SOFTWARE, SYSTEM, THIRD-PARTY SERVICE OR CUSTOMER DATA; (ii) THE WEBSITE, SERVICES, THIRD-PARTY SERVICE OR ACTORS WILL MEET YOUR EXPECTATIONS; (iii) ANY CUSTOMER DATA WILL BE ACCURATE OR RELIABLE; (iv) ERRORS OR DEFECTS WILL BE CORRECTED; OR (v) OUR SERVERS RUNNING THE WEBSITE AND SERVICES ARE FREE FROM VIRUSES OR OTHER HARMFUL COMPONENTS. TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, WE DISCLAIM ALL WARRANTIES, WHETHER EXPRESS, IMPLIED, STATUTORY, OR OTHERWISE, INCLUDING IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND NON-INFRINGEMENT.



- 10.2. **ACTORS DISCLAIMER.** THE USE OR RELIANCE ON ANY ACTORS IS SOLELY AT YOUR RISK AND DISCRETION. EXCEPT AS EXPRESSLY SET FORTH OTHERWISE, WE MAKE NO REPRESENTATIONS OR WARRANTIES, EXPRESS OR IMPLIED, REGARDING ANY ACTOR, INCLUDING ITS AVAILABILITY, FUNCTIONALITY, SECURITY, OR COMPLIANCE WITH APPLICABLE LAWS. WE SHALL NOT BE LIABLE FOR ANY CLAIMS, DAMAGES, LIABILITIES, COSTS, OR EXPENSES ARISING FROM OR RELATED TO YOUR USE OF ACTORS, INCLUDING BUT NOT LIMITED TO ANY FAILURES, MALFUNCTIONS, SECURITY VULNERABILITIES, OR INTELLECTUAL PROPERTY CLAIMS ASSOCIATED WITH SUCH ACTORS.
- 10.3. **Unauthorized Interference.** We are not liable for defects or errors resulting from unauthorized interference with the Website or Services or changes to third-party websites affecting your use of the Services.
- 10.4. **Services Availability; Updates.** The Website and Platform may experience downtime due to any cause preventing the performance of an obligation that is beyond the control of either party hereto, including, without limitation, acts of terrorism, earthquake, labour conditions, and power failures, fire, flood, sabotage, embargo, strike, explosion, accident, riot, acts of any governmental authority, or other acts of God ("Force Majeure") or maintenance, updates, or other unforeseen events (e.g., power outages, network failures, third-party device issues). Unless otherwise agreed by the parties, Platform Availability is not guaranteed. We reserve the right, in our sole discretion, to change or update the Subscription Services from time to time. We will notify you in advance of changes to the Subscription Services that materially reduce their functionality.
- 10.5. **No Reliance on Future Functionality.** You agree that purchasing Services is not contingent upon the delivery of future features or functionality nor based on any statements made by us about future developments.

11. INDEMNIFICATION OBLIGATION

- 11.1. You agree to indemnify, defend and hold us, our agents, affiliates, subsidiaries, directors, officers, employees, and applicable third parties (e.g., all relevant partner(s), licensors, licensees, consultants and contractors) ("Indemnified Person(s)") harmless from and against any third-party claim, liability, loss, and expense (including damage awards, settlement amounts, and reasonable legal fees), brought against any Indemnified Person(s), arising out of (i) your use of the Website or Services in breach of the Agreement; and (ii) your publication or use of any Actors, including any disputes with third-party providers of such Actors. You acknowledge and agree that each Indemnified Person has the right to assert and enforce its rights under this Section directly on its own behalf as a third-party beneficiary. Should you use the Services or extract Customer Data from unauthorized sources, you shall be fully liable for such activities and solely responsible for compensating any damages incurred by and/or any claims of the affected third parties; we shall not be liable for any breach of third-party rights (e.g. breach of intellectual property rights, rights to the name or company name, unfair competition, breach of terms of websites or applications and programs of third parties) with respect to the usage of the Website or Services.

12. LIABILITY; LIMITATIONS



- 12.1. **LIABILITY EXCLUSION AND LIMITATION.** IN NO EVENT SHALL APIFY BE LIABLE UNDER THE AGREEMENT FOR ANY LOSS OF PROFIT OR ANY CONSEQUENTIAL, SPECIAL, INDIRECT, EXEMPLARY, OR PUNITIVE DAMAGES WHETHER IN CONTRACT, TORT OR ANY OTHER LEGAL THEORY, EVEN IF SUCH PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES AND NOTWITHSTANDING ANY FAILURE OF ESSENTIAL PURPOSE OF ANY LIMITED REMEDY AND (ii) OUR TOTAL AGGREGATE LIABILITY TO YOU UNDER THIS AGREEMENT FOR ANY CLAIM IS LIMITED TO THE AGGREGATE AMOUNT PAID TO US BY YOU FOR THE SERVICES GIVING RISE TO THE CLAIM DURING THE TWELVE (12) MONTH PERIOD IMMEDIATELY PRIOR TO THE EVENT GIVING RISE TO THE LIABILITY. WHERE SUCH EXCLUSION OF LIABILITY IS PROHIBITED UNDER APPLICABLE LAW, OUR TOTAL AGGREGATE LIABILITY SHALL NOT EXCEED \$1,000.00, WHICH THE PARTIES AGREE IS A FAIR AND REASONABLE AMOUNT. Each party acknowledges that the other party has agreed to these terms relying on the limitations of liability stated herein and that those limitations are an essential basis of the bargain between the parties.
- 12.2. **Acknowledgment.** In compliance with the provisions of Act No. 480/2004 Coll., on certain Information Society Services and on Amendments to some Acts (Act on Certain Information Society Services), as amended, we shall not be liable for the contents of the information that you upload on our Website, or Services, including Customer Data. We are not obliged to verify the manner in which you or other Users or customers use the Website or Services and we shall not be liable for the manner of such usage. If you believe any content on our Website or Platform is illegal or infringes your rights, you may notify us at [legal\[at\]apify\[dot\]com](mailto:legal[at]apify[dot]com) by providing a description of the content and its location (e.g., URL), the reason for your claim, including the applicable law or rights, and your contact information.

13. TERM

- 13.1. **Agreement Term.** Unless otherwise agreed by the parties in writing, the Agreement between Apify and you is concluded upon (i) your use of our Website; (ii) your acceptance of these Terms when creating an Account to Platform; or (iii) execution of a separate Order; whichever occurs first. The Agreement remains effective until your Account is terminated according to the termination provisions.
- 13.2. **Order Term.** If you purchase paid Services through the Platform, the Order Term equals the Billing Period selected during the purchasing process. In the case of a separately executed Order, the Order Term shall be specified in writing therein.
- 13.3. **Order Renewal.** Unless otherwise specified in the Order, each Order will automatically renew for the same Order Term at the then-current pricing. To prevent automatic renewal, either party must notify the other in writing before the current Order Term expires. You may also cancel auto-renewal directly through your Account before the expiration of the Order Term.

14. SERVICES SUSPENSION; TERMINATION

- 14.1. **Right to Refuse Services Provision.** We reserve the right to refuse access to our Website or Services to anyone for any reason at any time, for example, if we identify that you breached the Agreement with us in the past or if we are required to close your Account by law.



14.2. **Suspension.** In addition to any of our other rights or remedies (including, without limitation, any termination rights) set forth in this Agreement, we reserve the right to suspend the provision of the Services, including but not limited, in situation where:

- (i) your payment details in your Account are inaccurate and any of the automatic payments of Fees fail;
- (ii) you breach Sections 4.3, 4.4, 5 and 6 of these Terms;
- (iii) we reasonably determine suspension is necessary to avoid material harm to you, including if the Services are experiencing attacks or disruptions outside of our control; or
- (iv) as required by law or at the request of governmental entities.

14.3. **Termination for Convenience.** Unless You executed an Order for a long-term period (longer than a month-to-month subscription), You may downgrade the purchased Services or terminate the Agreement or an Order for any reason at any time by delivering a written notice to Apify or by deleting your Account on the Platform.

14.4. **Voluntary Account Deletion.** If you decide, for any reason, to delete your Account, you can do so at any time by going into Settings on your Account. We cannot cancel Accounts in response to an email or phone request.

14.5. **Termination for Breach.**

14.5.1. **By Apify.** We may terminate the Agreement and delete your Accounts with immediate effect:

- (i) should you be delayed with payment of any Fees (or part) or other amounts due to us for more than 30 (thirty) days;
- (ii) should you breach the Agreement in any way whatsoever (including, but not limited to your representations and warranties, license terms, or confidentiality obligations under this Agreement); or
- (iii) should you enter liquidation, become insolvent, file for, or be subjected to bankruptcy or similar proceedings.

14.5.2. **By Customer.** You may terminate the Agreement with immediate effect if we materially fail to provide the Services duly in the agreed scope and do not remedy such a situation within thirty (30) days of receiving a written notice of such failure from you.

14.6. **Effect of Termination.** Upon Agreement termination, your license and right to use the Services will end immediately, and you must cease all use. We have no obligation to maintain or provide you with access to the Services and may thereafter, unless legally prohibited, delete any Customer Data according to our data retention policies. Any outstanding Fees (including Overages and Fees for unused Services outlined in an Order for the remainder of the Order Term) will become immediately due and payable. We will not refund any Fees if you downgrade or terminate under the Agreement, except for situation if terminated under Section 14.5.2., you



may receive a pro-rata refund for unused prepaid Fees. Termination does not relieve you of any payment obligations for the period prior to termination and will not limit either party from pursuing other remedies.

14.7. **Survival.** All provisions of the Agreement which, by their nature, should survive termination shall survive so, including, without limitation: IP ownership provisions, payment terms, warranty disclaimers, indemnity and limitations of liability, effect of termination, confidentiality, and final provisions.

15. FINAL PROVISIONS

15.1. **No Agency.** Apify and Customer are independent contractors under the Agreement, and nothing herein will be construed to create a partnership, joint venture or agency relationship between them. The Agreement shall be construed as if drafted by both parties and shall not be strictly construed against either party.

15.2. **Severability.** If any provision of the Agreement is or becomes invalid, ineffective, or unenforceable or is declared so by a competent authority, the parties shall replace it by mutual agreement with a provision that closely reflects the original intent and purpose. The invalidity, ineffectiveness, or unenforceability of any provision shall not affect the validity or enforceability of the remaining provisions, provided they can function independently of the invalid provision.

15.3. **Amendments.** Unless otherwise provided herein, any changes and amendments hereto may only be made in writing.

15.4. **Notices and Communication.**

15.4.1. You consent to receive electronic communications and notifications regarding the Services through the Platform.

15.4.2. Any legal notices required under the Agreement shall be delivered: (i) by regular mail to the recipient's registered address, or (ii) via email—to the email address associated with your Account if sent to you, or to legal[at]apify[dot]com if sent to Apify. Communications made through other means than as specified herein (e.g. through Apify's Support's messaging system) will not constitute legal notice to Apify or any of its officers, employees, agents or representatives in any situation where notice to Apify is required by this Agreement or any law or regulation. Notices sent by email to you will be deemed received upon dispatch by Apify.

15.4.3. You agree that all communications we provide to you electronically satisfy any legal requirement that those communications would satisfy if they were on paper.

15.5. **Trademark Use; Publicity.** You agree that we may use your name, company name, and logo as a reference for all types of promotional materials for marketing purposes, free of charge.

15.6. **Force Majeure.** Except for your payment obligations, neither party shall be liable for any failure or delay resulting from Force Majeure. A party affected by Force Majeure shall promptly provide notice to the other, explaining the nature and expected duration thereof, and shall act diligently to remedy the interruption or delay if it is reasonably capable of being remedied.



- 15.7. **Assignment.** You shall not assign or otherwise transfer your rights or obligations under the Agreement to a third party without our prior written consent. Apify reserves the right to assign or otherwise transfer its rights or obligations under the Agreement to a third party.
- 15.8. **Governing Law.** The Agreement shall be governed by the laws of the Czech Republic, and excluding both the conflict of laws rules and the United Nations Convention on Contracts for the International Sale of Goods (CISG). The parties agree that commercial practices do not take precedence over any provisions of the law, even over provisions of the law that do not have coercive effects.
- 15.9. **Contract for the Provision of Digital Content.** Should provision of the Subscription Services be classified as a contract for the provision of digital content as per Section 2389a and subsequent provisions of Act No. 89/2012 Coll., Civil Code, as amended, the parties expressly exclude the application of the relevant provisions of the Czech Civil Code regulating this type of contract.
- 15.10. **Dispute Resolution.** The parties shall use their best efforts to resolve any dispute arising under the Agreement in good faith and with mutual interest. Either party may initiate an amicable resolution process by delivering a written dispute notice to the other. Within 15 days of the notice, the parties or their representatives shall meet to discuss the dispute in good faith. If the dispute remains unresolved within 30 days of the dispute notice, it may proceed as outlined below.
- 15.11. **Jurisdiction.** Any disputes arising from the Agreement between the parties that were not resolved amicably under Section 15.11. (Dispute Resolution), shall be resolved by the courts of general jurisdiction in the Czech Republic.
- 15.12. **Order of Precedence.** If there is any conflict of inconsistency, the following order will apply: (1) Order, (2) Data Processing Addendum (if applicable), (3) Professional Services Terms (if applicable), (4) these Terms.
- 15.13. **Controlling Language.** Any communication under this Agreement and all proceedings related to this Agreement will be conducted in English.
- 15.14. **Entire Agreement.** The Agreement contains the entire understanding of the parties with respect to its subject matter, and supersedes all prior communications about its subject matter. Each party acknowledges not relying upon any statement or representation of any person other than as expressly set out in the Agreement. Any purchase order or similar document that may be issued by you does not modify or add terms to the Agreement.