

CUSTOM-TOOLS.ONLINE

END-USER LICENSE AGREEMENT

(EULA)

Version 1.0

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Licensor / Platform Operator	Iterra SIA
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IMPORTANT: This EULA governs the licence to access and use the custom-tools.online software and related technical resources. Marketplace transactions and commercial processes are governed separately by the applicable Terms of Use and other platform policies.

Important Notice and Acceptance

PLEASE READ THIS END-USER LICENSE AGREEMENT CAREFULLY. BY CREATING OR USING A REGISTERED ACCOUNT, ACCESSING THE SOFTWARE, OR CLICKING OR OTHERWISE INDICATING ACCEPTANCE OF THIS EULA, YOU AGREE TO BE BOUND BY IT. IF YOU ACT FOR A COMPANY OR OTHER ORGANISATION, YOU REPRESENT THAT YOU HAVE AUTHORITY TO BIND THAT ENTITY TO THIS EULA TO THE EXTENT APPLICABLE.

The Software is made available as a hosted online service. No ownership in the Software, source code, databases, interfaces, documentation or related intellectual property is transferred to the User. The User receives only the limited right of use expressly stated in this EULA.

Contents

1. Parties, Scope and Acceptance
2. Definitions
3. Eligibility, Registration and Accounts
4. Licence Grant and Scope
5. Intellectual Property and Copyright Notice
6. General Use Restrictions
7. Automated Access, Scraping, RPA and AI Agents
8. API Access
9. Reverse Engineering and Mandatory Statutory Rights
10. Database Rights
11. User Content: Ownership and Platform Licence
12. Machine Learning, Internal AI and Derived Data
13. Personal Data and Privacy
14. Content Sharing, Confidentiality and Security
15. Records, Archiving, Export and Data Withdrawal
16. Updates, Changes and Availability of the Software
17. Suspension and Termination
18. Third-Party Components and External Services
19. Warranties and Disclaimers
20. Limitation of Liability
21. Indemnity
22. Consumer Rights
23. Governing Law and Dispute Resolution
24. Changes to this EULA
25. Relationship with Other Platform Documents
26. General Provisions
27. Contact Details

1. Parties, Scope and Acceptance

1.1 This End-User License Agreement (the “EULA”) is entered into between Iterra SIA, a company incorporated under the laws of the Republic of Latvia, registration No. 40203668889, registered address Mezezers iela 2, 1B, LV-2107 Dzilnuciems, Latvia (“Iterra”, “Licensor”, “Platform Operator”, “we”, “us” or “our”), and the registered user accepting this EULA (“User” or “you”).

1.2 Iterra operates the custom-tools.online platform and is duly authorised by the owners and/or other holders of the relevant intellectual property rights to operate the Software and grant the limited rights of use described in this EULA. This EULA does not require the underlying individual right holders to be parties to the agreement with the User.

1.3 This EULA governs access to and use of the Software as defined below. It does not itself govern the purchase or sale of goods, Requests, Offers, Orders, Order Confirmations, marketplace commissions, referrals, payment terms, delivery terms or other commercial transaction rules, which are governed by the applicable Terms of Use and other platform documents.

1.4 Access to the Software is available only to registered Users. Registration or technical access to the Software does not by itself entitle a User to use every marketplace function. Certain functions may be restricted to business users, company representatives, sellers, buyers, referrers or other categories under the applicable Terms of Use or the interface rules.

1.5 This EULA applies to all access to the Software after acceptance, including access through future versions, updates, replacements and successor interfaces made available by Iterra, unless Iterra expressly provides separate licence terms for a particular component.

2. Definitions

Account: the unique registered account assigned to one natural person and used to access the Software.

API: any application programming interface, integration endpoint, machine-readable interface, webhook, connector or similar programmatic access mechanism exposed or controlled by Iterra.

Database: any collection, compilation, structure, index, catalogue, dataset, taxonomy, dictionary, mapping, transaction record set, request/offers data set, user directory, technical parameter set, document chain, metadata collection or other systematically or methodically arranged data accessible through or generated by the Software.

Documentation: user instructions, help materials, specifications, workflow descriptions, interface guidance and technical documentation made available by Iterra in connection with the Software.

Platform: the custom-tools.online online environment, including the website, registered user areas, personal dashboards and related technical services controlled by Iterra.

Software: the hosted web-platform custom-tools.online and all software components, interfaces, databases, documentation, workflows, technical logic, updates, upgrades, patches, versions, replacements and related features made available by Iterra through the Platform.

Transaction Chain: the sequence of electronic records and documents relating to a marketplace process, which may include Requests, Offers, Orders, Order Confirmations, sketches, messages, status history, timestamps, attachments and other associated records.

User Content: any data, text, files, drawings, specifications, models, messages, images, technical parameters, commercial information, documents or other material submitted, uploaded, transmitted, generated or made available by or on behalf of a User through the Platform, excluding Iterra-owned Software and Platform-generated system code.

Written Permission: a separate written agreement, licence, authorisation or approval issued or signed by an authorised representative of Iterra. An automated interface message, general help text or the mere technical possibility of an action does not constitute Written Permission unless expressly stated by Iterra.

3. Eligibility, Registration and Accounts

3.1 A User must be at least eighteen (18) years old and legally capable of entering into binding agreements.

3.2 A User may act in their own name or as an employee, officer, representative or other authorised person of a company or organisation. If the User acts for an entity, the User represents and warrants that they have sufficient authority to accept this EULA and use the Platform on that entity's behalf.

3.3 Each Account is personal to one registered natural person. Account credentials may not be shared, transferred, pooled or used by multiple persons. A company or organisation must ensure that each authorised representative uses their own registered Account where the Platform requires individual registration.

3.4 The User is responsible for keeping credentials secure, using reasonable security practices, maintaining accurate registration information and promptly notifying Iterra of suspected unauthorised use or compromise.

3.5 The User shall not create or use an Account under a false identity, impersonate another person or organisation, misrepresent authority to act, or circumvent registration, eligibility or access controls.

4. Licence Grant and Scope

4.1 Subject to continuous compliance with this EULA and the applicable platform documents, Iterra grants the User a limited, personal, non-exclusive, non-transferable, non-sublicensable, revocable licence, for the duration of the User's active Account, to access and use the Software solely through the authorised Platform interface and solely for the purposes for which the relevant Platform functions are made available.

4.2 The licence includes use of the personal dashboard and, where the User is eligible under the applicable Terms of Use, functions for preparing, submitting, receiving, reviewing or managing marketplace Requests, Offers, Orders and related electronic records concerning special metal cutting tools.

4.3 The licence is a right of access and use only. No copy of the Software, source code or Database is sold or permanently delivered to the User, and no title or ownership rights are transferred.

4.4 Any right not expressly granted to the User is reserved by Iterra and/or the relevant right holder.

5. Intellectual Property and Copyright Notice

5.1 The Software, Platform architecture, source code, object code, interfaces, workflows, visual design elements, Documentation, Database structure, taxonomies, compilation, selection and arrangement of data, and all related intellectual property rights are owned by Iterra and/or its licensors or other respective right holders, except for User Content and third-party materials expressly identified as such.

5.2 Iterra is authorised to operate the Software and grant the rights of use set out in this EULA. References to Iterra as "Licensor" do not constitute a representation that Iterra is the original author of every component of the Software.

5.3 The custom-tools.online website states that custom-tools.online is registered with the U.S. Copyright Office under Registration No. TXu 2-496-612. That registration reference does not alter the allocation of ownership among Iterra, its licensors and other right holders.

5.4 Names, logos, marks, domain names and branding used on the Platform may be protected by trademark, trade name, unfair competition or other laws. No trademark or branding licence is granted except the limited right to display them as part of normal authorised use of the Platform.

6. General Use Restrictions

6.1 Except with Written Permission or to the limited extent a restriction cannot lawfully be imposed under mandatory applicable law, the User shall not, and shall not enable or assist any third party to:

- copy, reproduce, download, save, retain, cache, archive, mirror or otherwise store the Software, source code, object code or substantial portions of the Database, other than transient technical copies automatically created by a standard browser or device as strictly necessary for authorised use;
- sell, resell, rent, lease, lend, sublicense, distribute, publish, transfer, assign, timeshare or commercially exploit the Software or access to it;
- modify, adapt, translate, transform, create derivative works from, or combine the Software with other software except through functionality expressly provided by Iterra;
- circumvent, disable, interfere with, bypass or defeat access controls, authentication, rate limits, security mechanisms, technical restrictions or usage controls;
- probe, scan, test, penetrate or assess the vulnerability or security of the Platform without Written Permission;
- use the Software to build, train, benchmark, validate or improve a competing platform, database, marketplace, software product or service using Iterra-owned code, Platform data or Database content, without prejudice to the User's right to use its own User Content independently;
- remove, obscure or alter copyright notices, proprietary notices, identifiers or technical protection measures;
- use the Software in a manner that disrupts its integrity, availability or performance, or that imposes an unreasonable or disproportionate load on the Platform.

6.2 Written Permission may impose additional technical, confidentiality, security, usage, audit or fee conditions. Use beyond the scope of that permission is prohibited.

7. Automated Access, Scraping, RPA and AI Agents

7.1 Automated access to the Platform is prohibited unless expressly authorised by Written Permission.

7.2 Without limiting Section 7.1, the following are prohibited without Written Permission: automated parsing; web scraping; crawling; data mining; headless-browser extraction; automated indexing outside normal browser functionality; robotic process automation (RPA); bots; scripts; macros; autonomous or semi-autonomous AI agents; large-language-model agents; automated form submission; automated monitoring; automated replication of user workflows; and any other machine-driven interaction with the Platform.

7.3 The prohibition applies regardless of whether the automated method uses the visible web interface, hidden endpoints, network requests, browser automation, credentials, cookies, session tokens or any other technical means.

7.4 The User shall not use automated tools to collect, infer, reconstruct, aggregate or profile data concerning other Users, Requests, Offers, prices, transaction histories or technical parameters, except to the extent expressly enabled by Iterra for that User through an authorised feature.

8. API Access

8.1 No API right is granted by this EULA. Access to or use of any API requires Written Permission and may be subject to a separate agreement, technical documentation, authentication requirements, usage limits, fees and security conditions.

8.2 Unauthorised access to an API, discovery or use of undocumented endpoints, token reuse, endpoint emulation, reverse-proxy access, credential sharing, bypassing rate limits or obtaining API access by technical means without Written Permission is prohibited.

8.3 Iterra may suspend or revoke API permission independently of the User's general web access, subject to any separate written agreement governing the API.

9. Reverse Engineering and Mandatory Statutory Rights

9.1 To the maximum extent permitted by applicable law, the User shall not reverse engineer, decompile, disassemble, decode, derive source code from, reconstruct, analyse internal logic of, translate code form of, or otherwise attempt to discover the source code, algorithms, architecture, data structures or non-public interfaces of the Software.

9.2 Nothing in this EULA is intended to exclude or restrict a right that cannot validly be excluded by contract under Directive 2009/24/EC on the legal protection of computer programs, as implemented in applicable law, including strictly limited mandatory rights concerning interoperability, back-up copies, or observation, study or testing of program functioning where the statutory conditions are satisfied.

9.3 Where mandatory law permits an act notwithstanding Section 9.1, the User shall exercise that right only within the exact statutory scope and shall not use information obtained to develop, produce or market a substantially similar program, to infringe intellectual property, or for any other purpose prohibited by mandatory law.

10. Database Rights

10.1 The Platform may contain Databases protected by copyright, the sui generis database right under Directive 96/9/EC, contractual rights and/or other applicable laws. Iterra and/or its licensors reserve all rights in such Databases.

10.2 Except as expressly authorised through normal Platform functionality or by Written Permission, the User shall not extract, reproduce, download, transfer, re-utilise, publish, make available, aggregate, scrape or otherwise exploit all or a substantial part of any Database, whether evaluated qualitatively or quantitatively.

10.3 The User shall not repeatedly or systematically extract or re-utilise insubstantial parts of a Database in a manner that conflicts with normal exploitation of the Database or unreasonably prejudices the legitimate interests of the Database maker or relevant right holder.

10.4 Nothing in this Section is intended to exclude any mandatory right of a lawful database user that cannot be excluded by contract under Directive 96/9/EC and applicable law. Any such right remains subject to the statutory conditions and does not permit conduct that infringes copyrights, trade secrets, personal data rights or other protected rights.

10.5 The User's ownership of its own User Content is not affected by Iterra's Database rights in the selection, arrangement, verification, presentation, indexing or compilation of Platform data.

11. User Content: Ownership and Platform Licence

11.1 As between the User and Iterra, the User retains ownership of the User Content and any intellectual property rights the User lawfully holds in that content. This EULA does not transfer ownership of User Content to Iterra.

11.2 By uploading, submitting, transmitting or otherwise making User Content available through the Platform, the User grants Iterra a non-exclusive, worldwide, royalty-free licence, for the purposes described in this EULA, to host, store, reproduce, technically copy, back up, convert, format, index, classify, analyse, transmit, display, make available, archive and otherwise technically process the User Content to the extent reasonably necessary to operate, secure, maintain, support, develop and improve the Platform.

11.3 The licence includes making User Content available to other registered Users to the extent necessary to achieve the purpose selected by the uploading User and to operate the corresponding Platform workflow. The Platform may therefore display or transmit User Content to intended counterparties or other Users where such sharing is inherent in the User's chosen Request, Offer, Order, messaging, project, referral or other authorised workflow.

11.4 Iterra shall not acquire the right to sell User Content as a standalone asset, publish non-public User Content to the general public, or make it available to third parties for their own independent purposes, except with the User's permission or where required by applicable law.

11.5 The User represents that it has the rights and authority necessary to upload User Content and grant the licence in this Section, and that the User Content and its intended sharing do not unlawfully infringe third-party rights or violate applicable law.

12. Machine Learning, Internal AI and Derived Data

12.1 The licence in Section 11 includes the right for Iterra to use User Content within Iterra-controlled development environments to maintain, test, evaluate, improve and develop the Platform, including through machine-learning and artificial-intelligence methods used for Iterra's own Platform-related systems and features.

12.2 Iterra will not provide User Content to third-party AI or machine-learning providers for the purpose of training, fine-tuning, evaluating or improving third-party models, and will not permit third parties to use User Content for their own AI development purposes.

12.3 Where external infrastructure or technical service providers are used to host, secure, back up, transmit or otherwise technically process Platform data, such providers may process User Content only as processors or subprocessors acting for Iterra, under appropriate contractual confidentiality, security and data-protection obligations, and not for their own independent purposes. Such technical processing is not treated as a grant to the provider of rights to exploit User Content.

12.4 Iterra may create aggregated, statistical, de-identified or otherwise derived data from Platform operation and User Content for analytics, security, product improvement and development, provided that such derived data is used in a manner consistent with applicable law and is not reasonably capable of identifying a natural person or reconstructing confidential User Content or a User's trade secrets.

12.5 Trained model parameters, statistical patterns and other technical improvements produced through lawful internal processing may be retained after Account termination to the extent they do not constitute a recoverable copy of identifiable User Content and do not permit disclosure of the User's confidential information or trade secrets.

12.6 Nothing in this Section replaces any legal basis required for processing personal data. Personal data processing remains governed by applicable data-protection law and the Privacy Policy.

13. Personal Data and Privacy

13.1 Iterra necessarily processes User data to provide the Software and Platform functions. Personal data is processed in accordance with Regulation (EU) 2016/679 (GDPR), applicable Latvian data-protection law and the then-current Privacy Policy.

13.2 This EULA is not intended to reduce, waive or replace any data-subject right under mandatory data-protection law, including rights of access, rectification, erasure, restriction, portability and objection where applicable and subject to statutory conditions and exceptions.

13.3 Where the User's request for deletion or withdrawal concerns information that Iterra is required or lawfully entitled to retain, including for legal obligations, evidentiary integrity, security, fraud prevention, accounting, dispute resolution or establishment, exercise or defence of legal claims, Iterra may retain that information for the applicable lawful retention period.

13.4 If there is a conflict between this EULA and the Privacy Policy or a data-processing agreement concerning the processing of personal data, the Privacy Policy or applicable data-processing agreement shall prevail to the extent of that conflict.

14. Content Sharing, Confidentiality and Security

14.1 User Content may be visible to other registered Users only where the relevant Platform workflow, the User's instructions or settings, or the nature of the transaction requires or authorises such visibility. Iterra does not guarantee that content intentionally shared with another User will remain confidential after lawful receipt by that User.

14.2 Where Users enter into a separate non-disclosure agreement (NDA), that NDA governs confidentiality obligations between those Users. This EULA does not amend a separate NDA unless the NDA expressly states otherwise.

14.3 Iterra will use reasonable technical and organisational measures appropriate to the risk to protect non-public User Content and Account data. No system can be guaranteed to be entirely secure or continuously available.

14.4 The User shall not upload malicious code, malware, credential-stealing content or material designed to compromise the Software or another User's systems.

15. Records, Archiving, Export and Data Withdrawal

15.1 To preserve transaction history, evidence, document integrity and continuity of marketplace records, Iterra may archive Transaction Chains and associated records. Where lawful and reasonably necessary for those purposes, such records are intended to be retained for not less than five (5) years, and may be retained longer where required or permitted by applicable law, the Privacy Policy, a legal hold, or the establishment, exercise or defence of legal claims.

15.2 The retention of personal data within Transaction Chains remains subject to the GDPR principles, the Privacy Policy and other mandatory data-protection rules. A fixed five-year archive period does not override a mandatory requirement to erase data earlier where no lawful basis for retention exists, nor does an erasure request require deletion where a statutory exception permits or requires retention.

15.3 The User may request access to and export of active and archived Transaction Chains, Account records and User Content to which the User is entitled, subject to authentication, technical feasibility, the rights and freedoms of others, confidentiality obligations and applicable law. Iterra may provide such information through an in-product export, downloadable file or another reasonable electronic format.

15.4 The User may at any time request withdrawal of their active Account data and termination of Platform access ("Data Withdrawal Request"). Upon completion of a valid Data Withdrawal Request, the licence granted to the User under Section 4 terminates automatically and the Account may be closed or disabled.

15.5 Following a Data Withdrawal Request, active records may be moved from active Platform areas into an archive rather than immediately destroyed where retention is lawful or required. Archived data remains available to the User on authenticated request to the extent legally permissible and technically available.

15.6 Termination of the User's licence does not terminate Iterra's limited rights to retain or process User Content to the extent necessary for lawful archiving, compliance, security, dispute resolution, legal claims, backups or the retained de-identified/derived outputs described in Section 12.

16. Updates, Changes and Availability of the Software

16.1 Iterra may at any time develop, update, patch, modify, replace, redesign, add, remove, suspend or discontinue functionality, workflows, interfaces, technical requirements, data structures or Software components, and may determine the timing and frequency of releases at its sole operational discretion, subject to mandatory applicable law and any express contractual commitments that cannot lawfully be changed without notice.

16.2 Unless mandatory law or a separate written agreement requires otherwise, Iterra is not obliged to maintain any particular feature, interface design, workflow, API, technical compatibility, release cycle or historical version of the Software.

16.3 Updates and new versions may be applied automatically and may require changes to the User's device, browser, network configuration or working processes. Continued access may depend on using supported technical configurations.

16.4 Iterra may perform scheduled or unscheduled maintenance and may temporarily restrict access for maintenance, security, incident response, infrastructure changes or technical reasons.

17. Suspension and Termination

17.1 Iterra may immediately suspend, restrict or terminate the User's licence and/or Account where Iterra reasonably considers such action necessary because of: a material or repeated breach of this EULA; unauthorised API or automated access; scraping, RPA or AI-agent activity; security threats; fraud or abuse; infringement of intellectual property or database rights; unauthorised sharing of credentials; interference with Platform operation; unlawful activity; or a legal or regulatory requirement.

17.2 Where appropriate and required by applicable law, Iterra will provide the User with notice, reasons and/or an opportunity to remedy or challenge a suspension or termination. Nothing in this Section removes any mandatory procedural right available under applicable EU or Latvian law.

17.3 Iterra may discontinue the Software or Platform as a whole, subject to mandatory applicable law and any applicable contractual notice obligation.

17.4 The User may terminate this EULA by closing the Account or submitting a valid Data Withdrawal Request. Termination ends the User's licence to access and use the Software.

17.5 Sections concerning ownership, intellectual property, Database rights, restrictions to the extent relevant to prior conduct, User Content rights that expressly survive for archiving or derived data, confidentiality, disclaimers, liability, indemnity, dispute resolution and general provisions survive termination to the extent necessary to give them effect.

18. Third-Party Components and External Services

18.1 The Software may incorporate or interact with third-party libraries, open-source components, operating systems, browsers, payment systems, communications infrastructure or other external technologies. Separate third-party or open-source licence terms may apply to those components and prevail over this EULA solely with respect to the relevant third-party component where required by its licence.

18.2 Links or integrations with third-party services do not make Iterra responsible for those services, their availability, content, security or separate terms. Nothing in this Section authorises a third-party AI provider to train on User Content contrary to Section 12.2.

19. Warranties and Disclaimers

19.1 To the maximum extent permitted by applicable law, the Software is provided on an "as is" and "as available" basis. Iterra does not warrant that the Software will be uninterrupted, error-free, completely secure, compatible with every system, or free from all defects, vulnerabilities or data loss.

19.2 Iterra does not warrant that use of the Software will result in any particular number of Requests, Offers, Orders, transactions, sales, savings, counterparties or commercial outcomes.

19.3 User-generated and counterparty content may contain errors or omissions. Iterra does not warrant the accuracy, completeness, legality, quality or suitability of User Content supplied by other Users, except to the extent mandatory law expressly provides otherwise.

19.4 Nothing in this EULA excludes any statutory guarantee, conformity right or other mandatory protection that cannot lawfully be excluded, especially where the User qualifies as a consumer.

20. Limitation of Liability

20.1 To the maximum extent permitted by applicable law, Iterra shall not be liable for indirect, incidental, special, exemplary, punitive or consequential loss, or for loss of profit, revenue, business opportunity, contracts, goodwill, expected savings or data, arising out of or in connection with this EULA or the Software, except to the extent such exclusion is prohibited by mandatory law.

20.2 To the maximum extent permitted by applicable law, the total aggregate liability of Iterra arising out of or in connection with this EULA, the licence or the User's access to or use of the Software shall not exceed EUR 100 (one hundred euros), regardless of the number of claims, events or legal theories.

20.3 The exclusions and EUR 100 liability cap do not apply to liability that cannot lawfully be excluded or limited under mandatory applicable law, including where applicable liability for fraud, wilful misconduct, death or personal injury caused by negligence, mandatory consumer rights, or statutory compensation rights under data-protection law.

20.4 The limitations in this Section apply only to liability arising from this EULA and the Software licence. Liability arising under a separate marketplace transaction, NDA, separate written API agreement or other distinct contract is governed by that contract and mandatory law.

21. Indemnity

21.1 If the User acts for business, trade or professional purposes, the User shall indemnify and hold Iterra harmless, to the extent permitted by law, against third-party claims, losses, liabilities and reasonable costs arising from: unlawful User Content; infringement of third-party intellectual property, confidentiality or data rights by the User; unauthorised automated access; misuse of the API; breach of the User's representations; or material breach of this EULA.

21.2 This Section does not impose an indemnity obligation on a consumer to the extent such obligation would be unfair, disproportionate or otherwise unenforceable under mandatory consumer law.

22. Consumer Rights

22.1 A natural person may qualify as a consumer only where they use the Software for purposes outside their trade, business, craft or profession. Merely being a natural person does not necessarily make a User a consumer when acting for a company or professional purpose.

22.2 Nothing in this EULA is intended to waive or reduce mandatory consumer rights under Latvian or European Union law. If a term of this EULA conflicts with a mandatory consumer-protection rule, the mandatory rule prevails to the extent of the conflict.

22.3 Where mandatory consumer law grants the User a right to bring a dispute before a competent court, consumer rights authority or qualified out-of-court dispute-resolution body, the arbitration clause in Section 23 does not exclude or hinder that right.

22.4 Where a User is a consumer habitually resident in another country, the choice of Latvian law in this EULA shall not deprive that User of mandatory protections that apply under the conflict-of-law rules of the European Union or other applicable mandatory law.

23. Governing Law and Dispute Resolution

23.1 This EULA and any non-contractual obligations arising out of or in connection with it are governed by the laws of the Republic of Latvia, together with directly applicable law of the European Union, without prejudice to mandatory protections that cannot lawfully be excluded by agreement.

23.2 For a User acting for business, trade or professional purposes, any dispute, controversy or claim arising out of or relating to this EULA, or the breach, termination or invalidity thereof, shall be settled in the Latvian Chamber of Commerce and Industry Court of Arbitration in Riga in accordance with its Rules of Arbitration.

23.3 The number of arbitrators shall be one (1). The seat and place of arbitration shall be Riga, Latvia. The language of the arbitration shall be English.

23.4 Section 23.2 does not require a consumer to submit exclusively to arbitration where such a requirement would exclude or hinder the consumer's right to apply to a court, consumer rights protection institution or other dispute-resolution body under mandatory law.

23.5 The parties may at any time attempt to resolve a dispute by negotiation or voluntary mediation without waiving any limitation period or mandatory procedural right.

23.6 Where a dispute concerns principally the Software licence, technical access, intellectual property or Database use, this Section governs dispute resolution notwithstanding a conflicting dispute-resolution clause in another Platform document, unless mandatory law requires otherwise. Where a dispute concerns principally marketplace transactions or services governed by separate Terms of Use, the dispute-resolution provisions of those Terms apply. The parties shall avoid parallel proceedings where a single forum can lawfully determine the dispute.

24. Changes to this EULA

24.1 Iterra may amend this EULA for legal, regulatory, security, technical, operational, product-development or business reasons. The updated version will be made available through the Platform or website and will state its effective date.

24.2 Changes take effect on the date specified by Iterra, subject to any mandatory notice period or other requirement under applicable law, including requirements applicable to business users of online intermediation services or to consumers where relevant.

24.3 Where legally permitted, continued use of the Software after the effective date of an amended EULA constitutes acceptance of the amended EULA. If mandatory law requires express consent to a change, Iterra may require the User to accept the updated EULA before further access is permitted.

24.4 If the User does not accept an amended EULA, the User may terminate the licence and request Data Withdrawal in accordance with Section 15, subject to lawful retention of archived records.

25. Relationship with Other Platform Documents

25.1 This EULA governs the Software licence, intellectual property, Database use and technical rules for access to the Platform.

25.2 The then-current Terms of Use govern marketplace services, transaction workflows, Requests, Offers, Orders, Order Confirmations, commissions and related commercial matters. The Privacy Policy governs personal-data processing. The Cookie Policy governs cookies and similar technologies. A separate NDA governs confidential information between its parties. A separate API agreement governs authorised API use.

25.3 If documents conflict, the more specific document prevails within its own subject matter. In particular: the Privacy Policy or applicable data-processing agreement prevails for personal-data processing; a separate NDA prevails for confidentiality between its parties; a separate API agreement prevails for authorised API access; the Terms of Use prevail for marketplace commercial processes; and this EULA prevails for the Software licence, technical-use restrictions, intellectual property and Database rights.

25.4 No Platform document shall be interpreted to remove a mandatory right under applicable Latvian or European Union law.

26. General Provisions

26.1 Assignment. The User may not assign, transfer or delegate this EULA, the Account or any licence right without Iterra's prior Written Permission. Iterra may assign or transfer this EULA to an affiliate,

successor or acquirer in connection with a restructuring, merger, acquisition, financing, sale of business or transfer of the Platform, subject to mandatory law.

26.2 Severability. If any provision is invalid, illegal or unenforceable, it shall be applied to the maximum lawful extent and the remaining provisions remain in effect. Where possible, the invalid provision shall be replaced or interpreted by a lawful provision that most closely reflects its legitimate purpose.

26.3 No Waiver. Failure or delay in exercising a right does not waive that right.

26.4 No Partnership or Agency. This EULA does not create a partnership, joint venture, employment, fiduciary or agency relationship between Iterra and the User. A User representing a company acts for that company, not as an agent of Iterra.

26.5 Force Majeure. Iterra is not liable for delay or failure caused by events beyond its reasonable control, including widespread network failures, cloud or telecommunications outages, cyber incidents not caused by Iterra's failure to use legally required care, natural disasters, war, civil disturbance, labour disruption, government action or failure of critical infrastructure, subject to mandatory law.

26.6 Electronic Form. The parties agree that this EULA may be accepted electronically. Electronic acceptance, account logs, timestamps and other platform records may be used as evidence to the extent permitted by applicable law.

26.7 Notices. Iterra may send contractual or operational notices to the email address registered to the Account and/or display notices within the Platform, subject to mandatory legal requirements concerning form and delivery.

26.8 Language. This EULA is issued in English only. If an unofficial translation is made available for convenience, the English version controls to the extent permitted by mandatory law.

26.9 Entire Agreement as to Licence. This EULA, together with documents expressly incorporated by reference, constitutes the agreement between Iterra and the User concerning the Software licence and technical use of the Software. It does not replace separate agreements concerning marketplace transactions, NDAs, API access or other distinct services.

27. Contact Details

Questions, legal notices and requests relating to this EULA may be sent to:

Company	Iterra SIA
Registration No.	40203668889
Registered address	Mezezera iela 2, 1B, LV-2107 Dzilnuciems, Latvia
Email	support@iterra-sia.com
Telephone	+49 174 4890542

END OF EULA