

# Navigara – Terms of Use (Online Version)

**Effective Date:** July 1<sup>st</sup>, 2025

Please read these Terms of Use (“**Terms**”) carefully before using the Joblytics/Navigara service. By clicking “I agree” or by accessing or using our software and services, you accept and agree to be bound by these Terms. If you represent a company or organization. You confirm you are authorized to accept these Terms on its behalf.

## 1. Parties

These Terms are between you (“**Client**”) and **Joblytics s.r.o.**, Varsavska 715/36, Prague 2, 12000, Czech Republic, ID No. 17313546 (“**Navigara**”, “**we**”, “**us**”, or “**our**”).

Navigara provides a software tool (the “**Application**”) that analyzes Git activity to help companies evaluate and monitor the productivity and contribution patterns of software engineers.

## 2. Use of the Service

You are granted a limited, non-exclusive, non-transferable license to use the Application during your active subscription (“**License**”). You may use the Application only for internal business purposes and only for monitoring your own employees or contractors.

You are responsible for all activity under your account, including any misuse by your users.

You may not:

- share access with third parties outside your organization;
- copy, modify, or reverse-engineer any part of the Application;
- use the Application in a way that violates applicable law, ethics, or these Terms.

## 3. Data Access and Processing

To provide our Services, you will connect Git repositories to the Application. This allows us to access and analyze:

- developer names and emails,
- commit histories,
- pull request activity,
- contribution metrics.

We do not access full source code or credentials.

All data is processed securely on Google Cloud infrastructure. We use this data only to provide analysis and insights through the Application. Large Language Models (LLMs) may be used to process metadata, but we do not export or share your data outside this environment.

You retain control over the connected repositories and may disconnect access at any time.

We delete your data upon termination of the subscription, unless legal obligations require otherwise.

#### **4. Subscription and Fees**

Use of the Application is subject to a paid monthly subscription. Pricing is displayed during the sign-up process and may vary depending on the number of active developer accounts monitored:

- An “**Account license**” means one active Git user repository.
- A “**Supervisor license**” (for team managers) is free of charge.

We charge monthly, either:

- via credit card (online checkout), or
- via invoice (if enabled for your account).

#### **5. Cancellation and Refunds**

You may cancel your subscription at any time by email to [hotline@navigara.com](mailto:hotline@navigara.com). Your subscription will remain active until the end of the current calendar month.

We offer a **30-day satisfaction guarantee**. If you are not satisfied within 30 days of activation, you may request a full refund by email.

#### **6. Intellectual Property**

We retain all rights in the Application, including software, design, and data processing tools. You may not reproduce, distribute, sublicense, or create derivative works from the Application.

The License does not give you any rights to our trademarks, brand names, or proprietary elements.

#### **7. Availability and Support**

We aim to maintain continuous availability, but we do not guarantee uninterrupted service. The Application may occasionally be unavailable due to maintenance or external factors.

If you experience issues, please contact us at [hotline@navigara.com](mailto:hotline@navigara.com).

#### **8. Limitations of Liability**

The Services are provided “as is” and “as available.” We make no warranties, express or implied. We do not guarantee the accuracy, completeness, or fitness for any particular purpose of the insights or analytics provided through the Application. You are solely responsible for how

you interpret and use them. You understand that our services are not intended to replace human evaluation in employment or staffing decisions.

We are not liable for any indirect, incidental, special, or consequential damages, or for any loss of profits or business opportunities. To the maximum extent permitted by law, our liability is limited to 30% of the total fees you paid us in the previous 12 calendar months.

We are not responsible for:

- misuse of the Application by you or your users,
- failures caused by third-party services (e.g., GitHub, GitLab),
- delays or losses due to force majeure.

## **9. Marketing Reference**

Unless you ask us not to, we may display your company name and logo as a reference client on our website or in promotional materials.

## **10. Governing Law and Final Notes**

These Terms are governed by the laws of the Czech Republic. If any part of these Terms is found invalid, the rest remains enforceable. These Terms form the entire agreement between you and us regarding your use of the Services and supersede any prior discussions or communications.