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GENERAL TERMS AND CONDITIONS FOR USING CHEERLEAD

1. INTERPRETATIVE RULES

In the Contract, unless the Contract expressly states otherwise or the context clearly indicates the other intention of the Parties, the following interpretative rules apply.

- 1.1. The titles of individual articles and points of the Treaty serve solely to improve the orientation and clarity of the contractual text, the headings of individual articles and points of the Treaty therefore do not establish any rights and obligations of the Parties and cannot be used to interpret the content of the Contract.
- 1.2. Every reference to
 - 1.2.1. any person (including a Party) shall also include his successors in titles as well as acquirers of rights or obligations who have become acquirers of rights or obligations in accordance with the Treaty under which they entered into rights and/or obligations;
 - 1.2.2. any article, point, letter and annex shall be a reference to article, point, point and annex to the Treaty;
 - 1.2.3. any document shall mean a reference to the document in question, as amended, by additions and other amendments thereto;
 - 1.2.4. any legislation means the relevant legislation as amended (including recasting) or the applicable and effective legislation that replaced or will replace such legislation in the future, as well as any implementing regulation necessary for the application of a provision of such legislation.
- 1.3. Words or complex sets of words (terms) beginning with the (predominantly) uppercase letter used in the Contract have the meaning given to them by the Contracting Parties in the following provisions of the GTC. On the basis of the contract
 - 1.3.1. the abbreviations used in the Contract and their content, which they indicate, relate to and are applicable also in all subsequent amendments to the Treaty and in the Appendices to the Treaty, and annexes to the Treaty, unless otherwise agreed by the Parties in an individual amendment to the Treaty or in an amendment to the Treaty or in an annex to the Treaty;
 - 1.3.2. the words referred to by the persons include both legal persons and natural persons;
 - 1.3.3. the terms used in the singular also include their meaning in plural and vice versa;
 - 1.3.4. in the event that the Contract provides for the right and/or obligation of the Provider and/or the User and in the ordinary course of trade the rights and/or obligations of the Provider and/or the User are exercised through persons to whom that right and/or obligation arises from their inclusion or status, the Parties agree that these rights and/or obligations are also fulfilled through these persons;
 - 1.3.5. verbal terms not otherwise defined in the Treaty shall have the meaning assigned to them by the rules governing the Treaty and the rights and obligations of the Contracting



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Parties arising therefrom; verbal terms which are not defined in any regulation have a meaning which is usually attached to them in commercial relations, respecting the principles of fair trade, but always taking into account the purpose (case) of the Treaty pursued by the Parties;

- 1.3.6. in the event that the Treaty requires that a certain expression of will be "*signed by hand*" and that expression of will is to be made by a Contracting Party which is a legal person, the handwritten signature shall mean the signature
- 1.3.6.1. a natural person who is a statutory body or a member of the statutory body of that Contracting Party - a legal person - authorised to act independently on behalf of the Contracting Party;
- 1.3.6.2. all natural persons who are authorised to act on behalf of a Contracting Party- a legal person only jointly;
- 1.3.6.3. another person authorised to do so, or authorised, where appropriate, by a statutory body or a member or members of a statutory body, duly, validly and lawfully acting on behalf of that legal person;
- 1.3.7. for the purposes of the Contract, "**Application**" means an addressed automation communication tool based on analytical functionalities owned and managed by the Provider, referred to as "*CheerLead*" available on the [<https://app.cheerleadapp.com>] site and all subpages, which enables the communication, marketing and other tools available in it to registered users;
- 1.3.8. if the word "**without delay**" is indicated in the Contract, the right or obligation shall be deemed to be applicable or fulfilled within seven (7) working days at the latest, unless otherwise agreed by the Parties in an individual provision of the Contract;
- 1.3.9. for the purposes of the Treaty, the term "**Bypass**" refers to Act No. 513/1991 Coll. of the Commercial Code, as amended;
- 1.3.10. the term "**Remuneration**" refers to the Provider's claim referred to in Art. 9 GTC;
- 1.3.11. the term "**Special Contract**" means, for the purposes of the Treaty, a separate contract concluded between the Contracting Parties pursuant to The Act. Art. 7 GTC;
- 1.3.12. the term "**Provider**" refers to, for the purposes of the Contract,

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- 1.3.13. the term "**regulations**" refers for the purposes of the Treaty to valid and effective, generally binding legal regulations of the Slovak Republic, and/or valid and effective



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legal acts of the European Union and/or international agreements and international legal acts by which the Slovak Republic is bound, or inapplicable, applicable and effective legislation of the state under which the law was one of the Contracting Parties, which is a legal entity, the established or non-established applicable and effective legislation of the State in which one of the Contracting Parties which is a natural person resides;

- 1.3.14. for the purposes of the Contract, "**Service**" refers individually, jointly or in different combinations to a set of activities and activities of the Provider related to the Application defined in particular, but not limited to, in point 6.1 the GTC;
- 1.3.15. for the purposes of the Contract, the term "**User**" refers to the person who establishes and registers an account in the Application allowing the use of the Application, the User is identified as the Party **by a)** the registration data completed in the registration form, with the exception of user password **b)** with billing data completed in the account according to point 6.8.4 THE GTC and becomes a user for the purposes of the Contract by completing the registration data after the effects of the Contract pursuant to point 11.1.1 of the GTC, in order to acquire the legal status of the User, it is not necessary to fill in the billing data, which serve to more closely identify the User, in particular for the purpose of invoicing the Reward;
- 1.3.16. the term "**GTC**" for the purposes of the Contract refers to these general terms and conditions within the meaning of § 273 a. ObchZ;
- 1.3.17. the term "**Contract**" means, for the purposes of the Contract, a Service Contract concluded pursuant to point 3.1 of the GTC, as amended by these GTC, in conjunction with the possible wording of the Different Contract;
- 1.3.18. the term "**Contractor**" is referred to individually for the purposes of the Contract by the Provider or user;
- 1.3.19. the term "**Parties**" refers jointly to the Provider and the User for the purposes of the Contract.

2. CONTRACTING PARTIES TO THE TREATY

- 2.1. The contract is concluded between the Provider and the User within the meaning of these GTC as identified by the Parties in point 1.3.12 and 1.3.15 of the GTC.

3. LEGAL REGIME OF THE TREATY

- 3.1. The contracting parties conclude a Service Contract pursuant to § 269(2) and related ObchZ within the meaning of these GTC.
- 3.2. These GTC are an integral part of the Contract. Special arrangements in the Special Contract different from the provisions of the GTC have an application priority over these GTC. The Contracting Parties undertake to comply with the GTC. In the event that no deviation from the provisions of the GTC in the form of the conclusion of a Special



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Contract or other written (including electronic communication) manifestation of the will of one of the Parties to regulate the legal relationship between the Parties (partially) differently from the GTC and written (including electronic communication) of the acceptance of such a proposal by the other Party is demonstrably agreed between the Parties, the provisions of the GTC shall be deemed to be provisions of the Treaty in their entirety and without limitations. In the event that a Special Contract is concluded or another deviation from the provisions of the GTC is agreed within the meaning of the previous sentence of this point of the GTC, the Contract includes, in addition to the provisions of the GTC, the provisions of the Special Contract.

- 3.3. The rights and obligations of the Parties or legal relationships not expressly regulated by the Contract, as well as the rights, obligations and legal relationships arising from or related to the Contract, are governed by the provisions of the Special Contract if it is concluded and its content is created by a departure from the provisions of the GTC, GTC, The ObchZ, or by provisions of other regulations related to the content of the Contract, respectively. The Contracting Parties also undertake to respect the principles of fair trade and the commercial practices between them, if any.

4. PURPOSE OF THE CONTRACT

- 4.1. The ultimate purpose (case) of the Contract identically monitored by both Parties is the economic growth of the User by enabling the marketing of business and other activities of the User through the Application to be streamlined. By concluding the Contract, the parties expressly declare that failure to achieve the final purpose of the Contract with regard to the nature of the Application and the Service does not result in a breach and/or non-fulfilment of any obligations of the Provider.

5. SUBJECT MATTER OF THE CONTRACT

- 5.1. The Provider undertakes to provide the Service to the User in accordance with Art. 6 of the GTC.
- 5.2. The User undertakes to pay the Provider remuneration in accordance with Art. 9 of the GTC, to provide cooperation in the provision of the Service and to maintain the obligations arising from Art. 6 GTC.



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6. PROVISION OF THE SERVICE AND RIGHTS AND OBLIGATIONS OF THE CONTRACTING PARTIES

- 6.1. The subject of the Service provided by the Provider is mainly, but not limited to,
 - 6.1.1. Manage the App and all its components;
 - 6.1.2. ensuring the security of the Application;
 - 6.1.3. ensuring the functionality of the Application;
 - 6.1.4. responding to safety, technical and other incidents and eliminating their consequences;
 - 6.1.5. ensuring the development and streamlining of the operation of the Application.
- 6.2. The Provider declares that
 - 6.2.1. has all the permissions and licenses necessary for the provision of the Service and that these permissions and licenses are sufficient to enable it to provide the Service properly and in a timely manner;
 - 6.2.2. has sufficient personnel and technical apparatus to ensure the proper and timely performance of the Contract.
- 6.3. The User is obliged to provide the Service to the Provider
 - 6.3.1. provide the Provider with the necessary cooperation in the provision of the Service , even without the express request of the Provider;
 - 6.3.2. in the event that the User reports any security, technical or other incident related to the Application, he is obliged to provide any necessary additional information about the reported incident at the request of the Provider in the form and time limit specified by the Provider;
 - 6.3.3. in direct or indirect communication with the Provider, provide only true and relevant data and information relating to any relevant circumstances, including without express request, in particular, but not limited to, true and complete data necessary for the Registration of the User and for linking the Application with other third-party applications and services as part of the functionality of the Application;
 - 6.3.4. inform the Provider of any and any changes related to the use of the Application by the User, in particular, but not limited to, to the extent of the user information processed within the Application.
- 6.4. The Provider is entitled to ensure the performance of activities related to the provision of the Service by another person different from the User and the Provider, even without the consent of the User given in advance or subsequently, if this is useful and appropriate to ensure the fulfilment of the purpose of the Contract and to ensure the proper provision of the Service. In such a case, the Provider shall not be entitled to an increased Remuneration or to reimbursement of expenses related to the performance of the provision of the Service so transferred. In the event that the Provider disposes of the information about the User's account in the Application as part of the provision of the Service, he is entitled to provide it to persons performing the Service on his behalf, with which the User expressly consents by concluding the Contract.



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- 6.5. The Provider is entitled, if necessary, to discontinue the provision of the Service for the necessary time. The terms and conditions as well as the length of the interruption are adjusted in the form of information delivered by e-mail or other notification directly in the Application no later than the day of interruption of the Service, but no later than two (2) hours before the interruption of the Service, where the minimum extent of interruption of the provision of the Service is determined, if the interruption of the provision of the Service affects the functionality of the Application to what extent and time the service is terminated. The notified interruption of the provision of the Service within the meaning of this point of the GTC is considered to be the fulfillment of the provider's obligations under point 6.1 of the GTC and is not considered to be a delay or non-fulfilment of the Provider's obligations under the Contract.
- 6.6. The application allows the User to send messages and indirectly share various information in various forms to a potentially large number of persons through linked applications and third-party services. The application allows specialized messaging and sharing of various information in different forms to the defined number or nature of persons through linked applications and services of third parties. The User acknowledges that any communication and/or sharing of various information is subject to the User's activity; the user's passivity when using the Application does not result in any non-performance and/or violation of the Provider's obligations under the Contract.
- 6.7. The User assumes responsibility for everything he performs when using the Application, including any consequences associated with the User's communication with other users of the Application or third parties through the Application. At the same time, the User assumes responsibility for all and any obligations and/or offers that he declares or presents in the context of the use of the Application, in particular, but not limited to, responsibility for the veracity of any data about the User and his business and other activities presented in the Application.
- 6.8. The User undertakes to use the Application
 - 6.8.1. comply with all related regulations without restriction, in particular but not limited to, civil and commercial relations, privacy and personal data protection, intellectual property protection, occupational law and occupational safety and health, tax regulations and other regulatory regulations, and others;
 - 6.8.2. not to create a false identity in the Application and not to perform legal acts on behalf of a person who is not legally bound, not to misrepresent his identity, not to replace his identity with that of another person, not to attempt to misuse the identity of another person and not to attempt to use another user's account;
 - 6.8.3. not to develop, support or use software, devices or any other material or intangible means to damage the Application, attack the Applications or any unauthorized manipulation of the Application and data in the Application;
 - 6.8.4. provide the Provider with true data for the purpose of invoicing the Reward by completing the form in the Application no later than the date of entry into force of the Agreement pursuant to point 11.1.1 of the GTC or at the latest the day before the entry



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- into force of the Agreement also in its part art. 11.2 GTC if it acquires effects separately pursuant to point 11.2 of the GTC; violation of this obligation results in the Provider's right to require the User to pay a contractual penalty in the amount of ten times the Remuneration and the User's obligation to pay this contractual penalty; the scope;
- 6.8.5. not to circumvent any security function or control contained in the Application;
 - 6.8.6. not to copy, use, disclose or distribute any information obtained from or in the course of providing the Service or directly or through third parties without the consent of the Provider;
 - 6.8.7. not to disclose any information on which the User is not authorized or consented by the information of the data subject;
 - 6.8.8. not to infringe intellectual property rights, including copyrights, patents, trademarks, trade secrets, property rights and other rights in rem in foreign affairs of third parties, including the corresponding rights of the Provider;
 - 6.8.9. not to use, distribute or publish anything that contains or may reasonably contain any malicious software or content;
 - 6.8.10. not to reanalyse, disagent, decrypt or otherwise attempt to derive source code for the Application or any related technology that is not publicly available;
 - 6.8.11. not to appear on behalf of and on behalf of the Provider and not to declare any associated relationship with the Provider without the express consent of the Provider;
 - 6.8.12. not to rent, lend, trade, sell or otherwise monetize the Application and/or the Service or related data and access to them without the express consent of the Provider;
 - 6.8.13. not to use automated methods for using the Application, expanding contacts or massively addressing contacts in a way different from the automated functionalities of the Application;
 - 6.8.14. monitor any aspect of the Application and/or The Service in order to favor the position of a competing Application and/ or Service, including a competing application and/or service in development , and not to copy the appearance or functionality of the Application;
 - 6.8.15. not to attempt to overlap or otherwise modify the appearance and functionality of the Application and not to interfere with the operation of the Application and/or the Service, e.g. in the form of undue spam load, organized attack in order to overwhelm the Application system, virus, etc.;
 - 6.8.16. to ensure access to the User's account in the Application only to authorized persons, in particular, but not limited to , by creating and maintaining a strong password on the scope and quality required by the Application, which (password) will be regularly changed by the User and provided exclusively to persons who, within the user structures, are responsible for the respective activity of the User regarding the Application and its use;
 - 6.8.17. not to transfer any part and/or part of the User's account to any other person; part and/or part of the User's account is considered in particular, but not limited to, the User's access password, user login e-mail, data about the User's accounts in the Application and other third-party applications and services linked to the Application, any available data on the User's contacts in the Application, any in the Application available data on specific campaigns and other communication and promotional activities of the User;
 - 6.8.18. to adhere to the highest degree of ethics, decent and professional communication;



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- 6.8.19. to strictly avoid gross and indecent communication, defamation, misleading advertising as well as disparagement and unauthorized interference with the personal and professional integrity of other users of the Application, in particular not to interfere with the reputation, business name as well as intellectual property rights of other users of the Application and to avoid such activities within the framework of any activities of the User in the Application;
 - 6.8.20. keep all user data as well as user contact details up to date;
 - 6.8.21. to provide only such services and goods for which it has all the authorisations, licences and which do not infringe or threaten any rights and/or legally protected interests of third parties.
- 6.9. The User owns the content as well as the information contained in the Application about the User or inserted by the User in the context of the use of the Application and grants the Provider a non-exclusive license for a worldwide, transferable and subsequently sublicensable right to use, copy, modify, distribute, publish and process the content and information contained in the Application about the User or inserted by the User in the course of using the Application, without the need for any further consent, notices and/or refunds belonging either to the User or to other persons. The license granted is adjusted as follows
- 6.9.1. the license for specific information or content may be terminated by deleting or altering (replacing) this information or content from the Application by the User, if such action is possible;
 - 6.9.2. the license for all information or content may be terminated by terminating the validity of the Agreement, except for **(i.)** the scope of information and content that has already been shared with other persons, applications or services of third parties as part of the User's activity in the Application; **(ii.)** the time necessary to preserve this information and content for the purpose of possible further conclusion of the Contract with the original User's account; **(iii.)** the time necessary for the lawful archiving and registration of this information and content and subsequent removal from the Provider's backup and other systems;
 - 6.9.3. the license granted also applies to the possibility of the Provider to include the Information and Content of the User in advertisements for the product in the form of the Application and The Service , as well as other promotional and other activities of the Provider;
 - 6.9.4. an integral part of the functionalities of the Application is to enable the insertion or placement of user information and content in third-party applications and services, including their inclusion in search engines, which (embedding) will allow access to information and content to a significant unspecified range of persons and users of these applications, services as well as search engines; The Provider is not responsible for fate, method of use, further distribution or any other handling of information and content after this information and content has left the Application sphere even partially;
 - 6.9.5. an integral part of the functionalities of the Application is the formal modification and correction of the User's information and content; the modification and correction of the User's information and content does not take place in terms of their meaning.



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- 6.10. The Provider reserves the right to remove any User-generated content in the Application or content inserted by it into the Application without notice if it violates the principles contained in the GTC, in particular, but not limited to, its content is a violation of point 6.8 the GTC or violates the principles of fair dealing and ethics, which, in the course of the performance of its activities, is observed by the Provider even if these are not known to the User, or in any negative way affects or is capable of negatively affecting the rights and legally protected interests of any persons, even different from users and other participants of the Application, or its content provokes or is capable of inducing in any persons, even different from users and other participants. Applications negative emotional, psychological or other impact.
- 6.11. The User acknowledges that any suggestions to improve the functionality and/or aesthetics of the Application may or may not be taken into account by the Provider in the administration and improvement of the Application; if the Provider takes into account or uses a specific initiative or proposal of the User in the context of the administration and improvement of the Application, the User shall not be liable for any compensation for such initiative or proposal.
- 6.12. The User acknowledges that the Application is not a cloud or other service intended for storing files or data and undertakes to ensure the backup of all information and content of the User contained in the Application; The Provider shall not be liable for any loss of any information and/or content of the User in the Application, even if such loss is caused by the failure of the Application and/or the technologies on which the Application is stored. The User is not entitled to require the Provider to provide any information and/or content in the Application concerning the Application, the User or other users of the Application;
- 6.13. As part of the use of the Application, the User may encounter content or information that may be inaccurate, incomplete, outdated, illegal, offensive, misleading or otherwise harmful. The Provider generally does not control the content of the Application obtained through a link with other applications and services of third parties or the content of the Application created by the User or other users of the Application, and the User agrees that the Provider is not responsible for such content, since due to the nature of the Application it is difficult to prevent the occurrence of such content. The User also acknowledges that the User may be mistakenly or deceptively associated with the content and information of other persons. This is without prejudice to the right to report such misleading content to the Provider, who, however, in accordance with point 6.9.4 of the GTC, does not have the factual or legal possibility to ensure the removal of such information and content from the applications and services of third parties different from the Application.
- 6.14. The application serves to enable a direct connection between the User and persons who may be interested in providing the service or delivering goods from the User. The User acknowledges that any such contact is subject to the User's activity and exclusively the User's activity arises, changes and/or terminates the legal relationship with these persons on the basis of the User's communication. The Provider is also not responsible



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for any exercise of the rights or fulfilment of the obligations of these persons within the legal relationship of the User and this person. The User acknowledges that the Contract does not regulate or draw any employee or other similar relationship between the User and the Provider, on the basis of which the User would be obliged or entitled to perform dependent work for the Provider or to perform commercial, legal or other representation on behalf of the Provider before third parties.

- 6.15. The Provider reserves all its intellectual property rights in the context of the provision of the Service. Trademarks and logos used within the Application and in connection with the Service are trademarks of their respective owners.
- 6.16. Neither the Provider nor other persons operating in the framework of the Provision of the Service provide any representations or warranties regarding the Service, the Application or the result of the provision of the Service and use of the Application, including, but not limited to, any representations that the provision of the Service will not be interrupted. or without any defects and errors that could render the Application inoperable. Due to the nature of the Service and the Application in relation to the Service or the Application, the Provider does not provide any contractual or legal warranty for the quality or defects, content, accuracy or result of using the Application and providing the Service, nor does it transfer ownership of the Application or any part thereof.
- 6.17. The Provider or other persons operating in the framework of the provision of the Service shall not be liable for any loss, failure to achieve expected revenues or other direct or indirect damages financially or non-financially related to the use of the Application, including any direct or indirect damages caused by the nature of the Information and Content of the Application (offensive, demeaning, infringing rights or legally protected interests) or caused by the the status of the Application's information and content (loss, unauthorized use or change).
- 6.18. Any compensation for damage for which the Provider is liable under the Contract is limited by the agreement of the Parties pursuant to § 379 ObchZ amounting to EUR 1,000.00, which the Parties anticipate at the conclusion of the Contract as a possible consequence of the breach of any obligations of the Provider, and which includes all possible claims of the User and third parties, including direct, indirect damages and foregone profits; this is without prejudice to the provisions excluding the Liability of the Provider for damages in its entirety.

7. AGREEMENT OF THE CONTRACTING PARTIES ON THE FORM AND CONTENT OF THE SPECIAL CONTRACTING

- 7.1. A special contract is a bilateral legal act concluded between the Provider and a specific User, in which the Parties concerned have the right to agree contractual terms different from the GTC. A separate contract must be in writing, the electronic expression of the



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will of one of the Contracting Parties concerned to regulate the legal relationship between the Contracting Parties (partly) differently from the GTC and the electronic expression of the will of the other of the Parties concerned to accept such a proposal.

- 7.2. In the event that the Contract governs any rights and/or obligations of the Parties concerned differently from the GTC, a Special Contract before the GTC shall apply preferably to this extent. The priority of the application of the Special Agreement does not cause partial nullity of the GTC and does not distort the obligation of the Parties to the GTC to amend or supplement in any way and causes exclusively subsidiarity of the application of the provisions of the GTC modified differently in the Special Agreement. In the event of the absolute nullity of the Special Agreement and/or in the event of termination of its effectiveness as a result of partial withdrawal and/or termination, the effectiveness of the Agreement as amended by the GTC is **without prejudice** if the invalidity and/or termination of the validity relate exclusively to the Special Contract or part thereof.
- 7.3. The conclusion of an Osobitne contract pursuant to this article of the GTC does not affect the legal relationship between the Provider and all and any Users different from the User who concluded a specific Special Agreement with the Provider, even if a specific Special Contract is more advantageous than the contractual regulation of the GTC for a User who is not a party to the Special Contract.
- 7.4. In the event that the Osobit contract under this Article of the GTC is not concluded, it is considered that the content of the Contract corresponds in its entirety to the content of the GTC.

8. PROTECT AND RESET YOUR PASSWORD

- 8.1. The private nature of the User's access password to the Application is guaranteed. All and any information and/or notification obligations of the User in relation to any person, including the Provider, do not apply to the notification and/or provision of the User's access password to the accounts in the Application. In the event that the User is asked by any person, including the Provider, to provide a password to the accounts in the Application, the User has no legal obligation to comply with such a request; this does not affect the User's right to provide the access password to anyone he deems appropriate.
- 8.2. In the event that the User loses access to his account in the Application for any reasons related to the password (loss, alienation, and others), he is entitled to ask the Provider in writing to make an administrative change to the access password. After receiving the request and its evaluation, the Provider changes the user's current access password for a random generated temporary password, which, after receiving the User, is obliged to change within five (5) days as his own password or the current access password of the



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User will be deleted and directly enabled through a special procedure to create and save the user's new own password. The written request to make an administrative change of the access password must include **(a)** the user's undoubted identification to the extent of at least the business name (name and surname), registered office (place of business, permanent residence) and identification number (date of birth); **(b)** undoubted identification of the person authorized under point 10.1 of the GTC to act on behalf of and on behalf of the User; **(c)** a description of the facts in which access to the password was lost; **(d)** an e-mail address intended to deliver a generated password or hyperlink to reset your password; **(e)** officially certified signature of persons authorized under point 10.1 the GTC to act on behalf of and on behalf of the User. This provision of the GTC applies if **(i.)** the Application does not contain a specific functionality for the so-called password reset; **(ii.)** special functionality for so-called password reset is not applicable for reasons on the part of the User, e.g. due to loss of user access to the linked e-mail address; **(iii.)** specific functionality for so-called password recovery is not applicable for reasons on the part of the Provider, e.g. due to a malfunction of functionality; **(iv.)** other circumstances are present that do not allow automated electronic reset of the User's password, e.g. if there are doubts that the user does not request password reset; this provision Of the GTC does not have an application priority if a specific functionality is created within the Application and/or provision of the Service and/or a special procedure is provided that take precedence over a written request under this provision V THE OP; in the event that such functionality and/or procedure exists and the User nevertheless decides to request in writing a password change pursuant to this point of the GTC, the Provider is entitled to reject the request and refer the User to the specific functionality and/or procedure in the Application.

9. REMUNERATION AND OTHER CLAIMS OF THE PROVIDER

- 9.1. The Parties agree that the Provider is subject to a flat-rate remuneration for the provision of the Service according to one of the User's chosen payment regimes of the Remuneration as follows:
 - 9.1.1. A remuneration of EUR 297.00 paid in aggregate quarterly in advance, i.e. every three (3) months from the entry into force of the Treaty;
 - 9.1.2. Remuneration of EUR 534.00 paid in aggregate half-yearly in advance, i.e. every six (6) months from the entry into force of the Treaty;
 - 9.1.3. Remuneration of EUR 948.00 paid in aggregate annually in advance from the entry into force of the Treaty.
- 9.2. The right to payment of the Remuneration arises and the date of delivery of the tax performance is considered
 - 9.2.1. in the case of the Remuneration referred to in point 9.1.1 , the first calendar day of the month following the expiry of each full quarter of the Term of the Contract and for the



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- period of the first quarter of the Term of the Contract on the effective date of the Contract;
- 9.2.2. in the case of remuneration referred to in point 9.1.2 , the first calendar day of the month following the expiry of each full half-year of the Contract and for the period of the first half of the Term of the Contract on the effective date of the Contract;
- 9.2.3. in the case of the Remuneration referred to in point 9.1.3 , the first calendar day of the month following the expiry of each full year of the Contract and for the period of the first year of the Contract's effectiveness on the effective date of the Contract.
- 9.3. The Provider is entitled to invoice the Reward
- 9.3.1. in the case of Remuneration pursuant to point 9.1.1 , quarterly from the date of entitlement to payment of the Remuneration pursuant to point 9.2.1;
- 9.3.2. in the case of the Remuneration referred to in point 9.1.2 , half-yearly from the date of entitlement to payment of the Remuneration pursuant to point 9.2.2;
- 9.3.3. in the case of the Remuneration referred to in point 9.1.3 , annually from the date of entitlement to payment of the Remuneration pursuant to point 9.2.3;
- where applicable, the invoiced Remuneration is payable within the period specified in the invoice by a non-cash transfer to the Provider's bank account specified in the invoice, or, if this is not stated, to the Provider's bank account specified in point 1.3.12 of the GTC.
- 9.4. The Provider reserves the right to make the User's access to the Application subject to payment of the Reward.
- 9.5. The Payment Regime according to point 9.1 is entitled to change the User in the Application, while the change made by the User is effective from the date of entitlement to the Reward according to point 9.2 in the new User-selected payment mode and does not interfere with the payment mode in force at the time of the change.
- 9.6. By concluding the Contract, the User declares that he considers the amount of the Remuneration to be in accordance with the principles of fair trade and declares that he has sufficient funds or income to be able to pay the Remuneration in accordance with the GTC.
- 9.7. The remuneration is stated without VAT. The Provider is entitled to add VAT to the Remuneration in accordance with the regulations and in this case the User is obliged to pay the amount of VAT on the Reward in addition to the Amount of the Reward.
- 9.8. The moment of proper payment of the Reward is considered to be the moment of crediting the funds from the User in the amount of the respective invoiced Reward to the Provider's bank account.
- 9.9. In the event that the User is in arrears with the payment of the invoice pursuant to point 9.3 the GTC, the Provider is entitled to require the User, in addition to the



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Remuneration itself, to pay a flat-rate reimbursement of the costs associated with the claim, payment of the contractual penalty as well as payment of interest on late payment.

- 9.10. In the event of a delay in the payment of the Reward invoice, the Parties have agreed default interest of 0.05% on the late amount for each, even the started day of delay with the payment of the Reward invoice or part of the Reward invoice until payment.
- 9.11. In case of violation of the User's obligation to pay the invoiced Remuneration properly and in a timely manner, the Parties have agreed a contractual penalty of 0.05% of the late amount for each, even started, day of delay in payment of the invoice or part of the invoice until payment.
- 9.12. The claim for payment of any contractual penalty under the Contract shall be without prejudice to the claim of the Contracting Party for payment of the amount due in full or to the right to compensation in full.
- 9.13. The Provider is entitled to payment of the Reward and all accessories according to point 9.9 the GTC even if the Reward is not invoiced. In such a case, the Remuneration shall be deemed to be due within fifteen (15) days from the date of entitlement to payment of the Remuneration.

10. SPECIAL LIABILITY AGREEMENT

- 10.1. The contract is entitled, in the name and on behalf of the User, to conclude exclusively
 - 10.1.1. a natural person with unlimited full legal capacity according to point 1.3.6 the GTC or a person pursuant to § 13 paragraph 3 of the ObchZ (the person exercising the competence of the statutory body) or a person pursuant to § 15 paragraph 1 obchZ (the person entrusted with the operation of the enterprise) if the User is a legal person;
 - 10.1.2. a natural person with unlimited full legal capacity - a responsible representative if the User is a natural person - an entrepreneur;
 - 10.1.3. a natural person with unlimited full legal capacity in his own name, if the User is a natural person;

whereby the person who concludes the Contract on behalf of the **User** by consenting to the GTC declares that he meets the conditions of the person authorized to conclude the Contract on behalf of the User pursuant to this point of the GTC.

- 10.2. In the event of an excess of the privileges under point 10.1 GTC, a natural person who, on behalf of the User, performs an act pursuant to point 11.1.1 the GTC, expresses the will to conclude the Contract, and the Provider concludes this agreement on special liability for damages among themselves, which acquires effects similar to the Contract pursuant to point 11.1.1 V AN OP, the subject of which is an obligation of this natural



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person to compensate the Provider for all and any damage caused to him as a result of such action by this natural person, who, despite the lack of authorization of the User, will legally oblige to conclude the Contract on his behalf. Damage caused by that natural person shall be deemed to be in particular, but not exclusively,

- 10.2.1. lost profits of the Provider, which is considered to be the sum of the amount of the Remuneration and related claims (interest on late payment, contractual penalties and costs associated with the claim) of the Provider to which the claim arose from the date on which the Contract between the User and the Provider would have taken effect if the natural person expressing a will on behalf of the User were a person entitled under point 10.1 V OP until the moment when the Provider becomes aware of the fact that the natural person did not comply with the conditions under point 10.1 of the GTC at the time of the expression of the will on behalf of the User;
 - 10.2.2. full compensation for all and any possible fines and/or penalties imposed on the Provider as a result of **(a)** the declaration of the existence of a legal relationship between the Provider and the User; **(b)** the processing of the User's personal data, despite the **absence** of a legal basis for such processing; **(c)** any other circumstances resulting in a breach of the Provider's legal obligations, the breach of which was based on the Provider's good faith that there existed or existed between him and the User at the time of their breach in the form of a Contract, which, however, did not exist due to the lack of authorization of this natural person on behalf of the User to conclude the Contract;
 - 10.2.3. full compensation for all and any possible claims, including claims for damages and claims for reimbursement of costs, brought against the Provider by the User and/or other persons whose basis is in violation and/or non-compliance with the Legal Obligations of the Provider, the breach and/or non-respect of which was based on the Provider's good faith that a legal relationship existed or existed between him and the User at the time of their breach in the form of a Contract, which, however, did not exist due to the lack of permissions of this natural person to conclude the Contract on behalf of the User;
 - 10.2.4. full reimbursement of costs, in which the Provider will be obliged to pay the case, including his own costs, in which the Provider unsuccessfully made claims from the allegedly concluded Contract against the User, despite the fact that the Contract as a legal relationship between the Provider and the User did not exist due to the lack of authorization of this natural person on behalf of the User to conclude the Contract;
 - 10.2.5. full compensation of any other monetary and non-monetary performances incurred by the Provider in connection with the fact that the natural person was not entitled to legally bind the User and nevertheless performed a will on behalf of the User to conclude the Contract; this applies equally to transactions not incurred by the Provider but for which it has been obliged to perform.
- 10.3. Due to the special nature of the agreement pursuant to this Article, the GTC natural person performing the will on behalf of the User to conclude the Contract and the Provider determine that the right to compensation under point 10.2 the GTC arises on the day on which the **Cumulative a)** the Provider became aware of the fact that the natural person who, on behalf of the User, made a manifestation of the will to conclude



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the Contract was not entitled to legally bind the User and **b)** The Provider shall know about the exact amount of individual claims according to point 10.2 of the GTC. For the avoidance of doubt, the natural person performing the expression of the will on behalf of the User to conclude the Contract and the Provider determine that the claim for damages under point 10.2 the GTC is time-barred by the expiry of five (5) years from the date of individual claims for damages under the previous sentence of this point (special subjective limitation period), but no later than ten (10) years from the date, when the Provider became aware of the fact that a natural person who, on behalf of the User, made a manifestation of the will to conclude the Contract was not entitled to legally bind the User (special objective limitation period).

10.4. A natural person who provides a declaration pursuant to point 10.1 the GTC and who concludes this agreement on his own behalf with the Provider is considered to be a natural person who has made a willful expression by clicking on the confirmation hyperlink according to point 11.1.1 of the GTC. If this person is not known to the Provider within the scope of name, surname, permanent residence or date of birth, the Provider is entitled to all and any data (including personal) that have been provided to the Provider and/or made available during the conclusion of the Contract pursuant to point 11.1 the GTC in conjunction with point 6.8.4 the GTC. provide third parties with the purpose of exercising the rights of the Provider, which is also considered to ensure the identification of a natural person, including their provision to law enforcement authorities, which the natural person acknowledges. A natural person who provides a declaration pursuant to point 10.1 the GTC and who concludes this agreement in his own name with the Provider is considered to be a natural person.

- 10.4.1. who will be identified as the owner or user of the e-mail address specified in the Registration Form of the Application;
- 10.4.2. who will be identified as the owner of the bank account specified in the App's billing information ;
- 10.4.3. who will be identified as the owner or user of the device from which the act of expression of will was performed according to point 11.1.1 of the GTC;
- 10.4.4. who will be identified as the payer or user of the internet connection services through which the device from which the act of expression of will was performed pursuant to point 11.1.1 the GTC was connected to the Internet network;
- 10.4.5. who will be identified as the payer or user of the property in which the Internet connection was used, through which the device from which the act of expression of will was performed according to point 11.1.1 the GTC was connected to the Internet network;

if from one or a combination of these sources of identification of a natural person it can reasonably be assumed that this is a person who has expressed a willingness to conclude the Contract on behalf of the User.

10.5. Due to the specific nature of the agreement under this Article, the GTC natural person performing the will on behalf of the User to conclude the Contract and the Provider determine that the agreement within the meaning of this Article Of the GTC constitutes



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a special legal act of the preventive and protective nature of the security function, which is concluded for an indefinite period and can be terminated exclusively by written agreement of the natural person performing the expression of the will on behalf of the User to conclude the Contract and this does not apply; if it is otherwise specified in the Osobite Convention pursuant to Article 11(2) of Regulation (C) of the Treaty, 7 GTC. The effects of this Agreement shall not be linked to the effects of the Treaty and the invalidity (including absolute) of the Treaty in its part or in whole shall not invalidate this Agreement.

11. DURATION OF THE CONTRACT AND METHODS OF TERMINATION

11.1. The contract is concluded on the basis of filling in the registration form by the User, expressing **CONSENT** to these GTC, clicking on a link with the inscription *registration, connection* or other similar content on the basis of opt-in (active act of the user) expression of will in the Application, sending a confirmation e-mail by the Provider to the e-mail provided by the User at registration (oferta for the conclusion of the contractual relationship) and enters into force and effect

11.1.1. confirmation of the confirmatory e-mail by clicking on the received hyperlink on the basis of opt-in (active act of the user) expression of will (acceptance of the proposal to enter into a contractual relationship);

while the Contract is deemed to have been concluded on the day on which the User is allowed to log in to the Application **and its subsequent use**, which is considered to be the date of confirmation of the confirmation of the confirmation e-mail according to point 11.1.1 of the GTC.

11.2. In the event that the Provider allows to use the Application for a certain period of time free of charge within the trial period specified in the Application and the User chooses to use the Application for a certain period of time free of charge within the trial period, **the** Contract shall enter into force and effect according to point 11.1.1 Of 11.1.1GTC, with the exception of Art. 9 The GTC, which enters into force and takes effect on the day on which the User, on the basis of the previous information on the expiry of the trial period for the use of the Application free of charge, chooses, by means of a will based on opt-in (active action of the user), one of the payment modes according to point 9.1, which is also considered for the purposes of point 9.2 the GTC for the purpose of the Provider's entitlement to payment of the Reward. ; if the User does not do so within twelve (12) months from the date of expiry of the time during which the User was able to use the Application for free, the User's created user account will be permanently deleted from the Application. The period for the free trial of the Application is stated directly in the Application and may be variable according to the specific determination of its length by the Provider; in case of any doubts or disputes about the length of this period, a rebuttable presumption is made that the period for the free trial of the



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Application was fourteen (14) days from the date of entry into force of the Agreement pursuant to point 11.1.1 of the GTC.

- 11.3. The contract is concluded for an indefinite period.
- 11.4. The effectiveness of the Contract may be terminated exclusively by written, self-signed agreement of both Parties, by a special agreement of both Parties pursuant to point 11.7 the GTC, by written, self-signed withdrawal from the Contract pursuant to point 11.5 the GTC or by termination of the Contract pursuant to point 11.6 the GTC.
- 11.5. The parties agree that any Contracting Party may unilaterally, for the duration of the Contract, withdraw from the Contract, the effectiveness of which occurs upon receipt of a written self-signed withdrawal from the Contract to the other Party,
 - 11.5.1. The User is entitled to withdraw from the Contract in whole or in part if any statement of the Provider specified in the Contract is false and/or if the Provider grossly and repeatedly violates its obligations under the Contract, in particular, but not limited to, the availability Of the Application for a period of more than thirty (30) days without justification and notice. The Provider does not communicate with the Application or it follows from its communication that the Application will not be available again and/or if such a right is expressly granted to the User in the GTC;
 - 11.5.2. The Provider is entitled to withdraw from the Contract in the event that the User is in arrears with the payment of the Reward or part of the Remuneration and/or if he violates any obligation under the Contract and/or regulations, in particular the obligations arising from section 6.8 the GTC and 6.3. The GTC, and/or any statement of the User stated in the Contract, is false and/or if such right is expressly granted to the Provider in the GTC.
- 11.6. The Parties agree that either Party may unilaterally terminate the Treaty for the duration of the Term, taking into
 - 11.6.1. the termination of the Provider has a written form, which is also considered to be the electronic delivery of the notice by e-mail , and the effectiveness of this act occurs on the expiry of a variable notice period, which always expires on the last day of the calendar month in which the notice will be delivered to the User;
 - 11.6.2. the termination of the User takes the form of withdrawal of consent to the GTC via the Application on the basis of opt-in (active act of the user) expression of will in the section of the Application administering the User's account, while the seriousness of the intention to terminate the Contract is confirmed by the User by completing the user password and the effectiveness of this act occurs at the moment of the performance of the will expression; OP, the execution of such consent is considered to be a manifestation of will according to point 11.1.1 the GTC; if the functionality of withdrawing consent to the GTC under this point of the GTC is not available, the User is entitled to terminate the Contract in the same way as the Provider according to point 11.6.1 of the GTC.



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- 11.7. In the event that the Provider allows to use the Application for a certain period of time free of charge within the trial period specified in the Application and the User chooses to use the Application for a certain period of time free of charge within the trial period, it is considered that the Provider, by entering into the Agreement, has expressed to the User a proposal (ofert) to conclude an agreement on the termination of the Validity of the Agreement, which the User is entitled to accept in the probationary period intended for the free trial of the Application, which is listed directly in the Application and can be variable according to the specific determination of its length by the Provider; in case of any doubts or disputes about the length of this period, a rebuttable assumption is made that the period for the free trial of the Application was fourteen (14) days from the date of entry into force of the Agreement pursuant to point 11.1.1 of the GTC. In the event that the User, within the period specified for the free trial of the Application, performs an act of withdrawal of consent to the GTC similarly to that specified in point 11.6.2 of the GTC, it is considered that the proposal to conclude an agreement on the termination of the Contract pursuant to the first sentence of this point was accepted by the User, with effect from the moment of the expression of the performance of the expression of the will, which is considered to be actively on the basis of opt-in (active act of the user) click to confirm the withdrawal of the consent of the consent, and at this moment the Contract loses its effects.
- 11.8. The termination of the contract does not affect the performances performed within the meaning of the Contract and is also without prejudice to the possible right to payment of the part of the Remuneration on which the payment arose for the performance of the Contract if it has acquired effects to the extent of Art. 9 GTC according to point 11.2 the GTC and possible compensation for damages and other claims under the Contract. At the same time, the User shall not be entitled to a proper and timely payment of the Remuneration due and paid to the Provider upon termination of the Term9.2 and the termination of the Contract does not affect the Provider's right to payment of the Remuneration, to which payment to the Provider arose pursuant to point 9.2 during the performance of the Contract.

12. **SECRECY**

- 12.1. Neither Party shall make any notices or disclosures relating to the Contract or its contents or other matters relating to the Contract or its performance without the prior written consent of the other Party, except in cases of
- 12.1.1. where required by law or decision of a public authority or arbitration body, but only to the extent strictly necessary;
 - 12.1.2. if they have become publicly known without prejudice to this provision;
 - 12.1.3. where the Contracting Parties provide such data to their economic and legal advisers;
 - 12.1.4. where necessary or necessary for the exercise of the rights of the Contracting Parties.



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- 12.2. The Contracting Parties agree to treat all information obtained in the performance of rights and obligations under the Treaty as a trade secret in so far as it has been provided to the other Contracting Party.
- 12.3. The User is obliged to notify the Provider without undue delay of facts threatening the good reputation, reputation and/or prosperity of the Provider and to notify him of all facts regarding a possible leakage of confidentially protected information from the User.
- 12.4. The User expressly agrees that, if it is expedited to perform the subject matter of the Contract, the Provider is entitled to consult and to make available to him the information provided to him by the User, his individual actions to the extent necessary with third parties who have relevant knowledge and/or experience that may be beneficial for the performance of the Contract. In view of the above, the Provider is obliged to bind these persons to the same extent as the Provider in relation to the User.
- 12.5. If a Contracting Party in any way violates the obligation of confidentiality, the other Party shall be entitled to claim full compensation from it.
- 12.6. The obligation of confidentiality within the meaning of this Article of **the** GTC continues even after the termination of the Contract and applies in its entirety and without restrictions to the agreement under Art. 10 GTC.

13. PRIVACY

- 13.1. The Provider fulfils its information obligation regarding the conditions of processing of the User's personal data in a special information document available after the User logs into the Account in the Application.
- 13.2. Withdrawal of consent to the conditions of processing of personal data in the document pursuant to point 13.1 of the GTC has the same consequences as termination of the Contract by the User pursuant to point 11.6.2 of the GTC or as acceptance of a proposal to terminate the Contract pursuant to point 11.7 of the GTC.

14. COMMUNICATION OF THE PARTIES AND ITS BINDING NATURE

- 14.1. The Parties agree that the primary and preferred form of communication is electronic communication via e-mails or directly through the functionalities of the Application intended for communication between the Provider and the User, if any. For the purpose of communication, the User is obliged to use the Contact Details of the Provider specified in point 1.3.12 of the GTC and the Provider is obliged to use the User's contact details specified in the registration form, in the supplemented invoice data or otherwise



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provided to the Provider and in the event that such the User's data are not provided or the data provided expire and it will not be possible to contact the User through them to any known contact details of the User. The Contracting Parties shall also be entitled to use other contact details if these Parties are known and if the Parties can actually be contacted through them.

- 14.2. The Contracting Parties agree that, in addition to the service itself, the return of the sent consignment to the sender is considered an act of service by the addressee on the grounds of refusing to accept it, because the addressee has not received the item within the additional period during which the document will be sent, stored at the post office and/or also because of the return of the consignment with the note "*addressee unknown*". In the cases provided for in this point of the GTC , the moment of delivery is considered to be the moment when the shipment in question is returned to its sender.
- 14.3. The Contracting Parties agree that the act of delivery of an e-mail shall be deemed to be the first working day following the date of sending the e-mail by the sender, in the event that the sender is not provided with the information of the e-mail service provider that the addressee's e-mail address is unavailable for delivery of the e-mail.
- 14.4. In the event of a change in the data intended for electronic communication and service of documents, the Contracting Party to which the amendment relates shall be obliged to inform the other Contracting Party without delay of the new data. The change of data is effective against individual Contracting Parties on the date of receipt of the notification (including electronic notification or change of the relevant data in the GTC, or change of the relevant data within the Application) to the Contracting Party to whom this notice was sent.

15. FINAL PROVISIONS

- 15.1. If either Party overlooks or waives any failure, breach, delay or non-compliance with any obligation under the Contract, such conduct shall not constitute a waiver of the right to perform such an obligation in respect of its continued or consequent non-performance, infringement or non-compliance, and no such waiver shall be deemed effective unless expressed in writing for each individual case.
- 15.2. The Contract constitutes a full agreement of the Parties concerning the subject matter of the Treaty and replaces any prior correspondence and negotiations, whether oral or written or executed in any form or form, which took place before the conclusion of the Treaty, unless these are of the nature of concluding a Special Contract pursuant to Article 11(1) of the Treaty. 10 GTC.
- 15.3. In the event of extraordinary events beyond the control of the Contracting Parties, in particular, but not limited to, an exceptional, emergency or state of war declared by the competent public authority, measures and/or regulations adopted by the competent



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public authority as a result of significant social, natural and/or other events, or any other objective and unaffected circumstances (so-called force majeure) which interfere with the Ability of the Contracting Parties to properly fulfil their obligations under them A Contracting Party whose extraordinary events affect the ability to properly fulfil its obligations under the Treaty shall immediately inform other Contracting Parties thereof, and shall indicate, in particular, in a specific manner, the extraordinary events affecting the ability of the Contracting Party concerned to properly fulfil its obligations under the Treaty and the proposal to modify the rights and obligations arising from the Treaty in such a way, in order to be able to properly and timely fulfil the obligations arising from the modified Contract, otherwise the right of the other Contracting Parties to withdraw from the Contract shall be established; This right shall also be granted to the Contracting Parties if they do not agree with the proposal to amend the Treaty of a Contracting Party whose extraordinary events affect the ability to perform the Contract properly.

- 15.4. These GTC are made exclusively in electronic form and are available on the Application page in languages supported by the Application. In the event of a conflict between the wording of the individual GTC according to the languages supported by the Application, **the wording of the GTC in the Slovak language has unreserved application and interpretation priority.**
- 15.5. The Provider reserves the **right to** unilaterally amend and/or supplement the GTC. The effects of amendments to the GTC occur on the day following the date of publication of the full updated text of the GTC on the Application page and apply to all contractual relationships concluded before and after the acquisition of the effects of amendments to the GTC (retroactive effects of amendments **to** the GTC).
- 15.6. The Parties shall be liable for any damages arising as a result of the falseness and/or incompleteness of the data, information and statements contained in the Contract, or as a result of a breach of the various provisions of the Treaty, unless and/or otherwise provided for in the Contract.
- 15.7. By concluding the Contract, the parties declare that they are not aware of any circumstances that would prevent them from validly concluding the Contract. In the event that such a circumstance exists, the Contracting Party whose circumstances in question prevent or have prevented the valid conclusion of the Contract shall be liable for any damage resulting therein to the other Contracting Party in full.
- 15.8. Disputes and conflicts arising from the Treaty shall be resolved by mutual agreement. In the event that no agreement is reached, the ordinary courts of the Slovak Republic shall have the competent to resolve the disputes in substance and locally, unless otherwise provided by the regulations. In the event that a dispute arises would constitute a dispute with a foreign element within the meaning of special regulations, it shall be formed both in relation to the Treaty and in relation to the Agreement referred to in Article 11(2) of Regulation (C) of the Treaty. 10 GTC agreement on the jurisdiction of the ordinary courts of the Slovak Republic and on the territorial



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jurisdiction of the substantively competent court in whose district the Provider has its registered office.

- 15.9. Should any provision of the Contract be or become invalid or partially invalid, this shall be without prejudice to other provisions of the Contract, including the enforceability of the Parties' obligations. The Provider is obliged to replace the invalid provision without delay with a new provision in the form of an amendment to the GTC pursuant to point 15.5 of the GTC, the content of which will correspond to the content of the original provision to the greatest extent possible and at the same time will correspond to the purpose of the Contract, which the Parties pursued at the time of its conclusion and if it is invalid or partially invalid. the provision of the Contract is already the subject of a dispute, both Parties are obliged to replace the invalid provision without delay with a new provision in the form of a Special Contract pursuant to Art. 10 The GTC, the content of which corresponds as far as possible to the content of the original provision and at the same time corresponds to the purpose of the Contract, which the Parties pursued at the time of its conclusion.
- 15.10. The parties declare that they have read the Treaty, have become duly and fully acquainted with its content, that they have had the opportunity to amend it or modify it in the form of a Special Contract, that the Contract was concluded freely and seriously, comprehensibly and certainly, not in distress or under conspicuously disadvantageous conditions, that they understood its content, also that the Parties are legally competent to conclude the Contract, They do not conclude the contract in error, based on the fact decisive for its signature, the contractual freedom of the Contracting Parties was not limited by anything and that, as the Treaty sounds, it corresponds to their true will, which they have shown to each other, pursuing the intention to be bound by the Treaty, to the proof of which they conclude it.

In Senica, on 16.3.2022.