



GENERAL TERMS AND CONDITIONS

OF DPDC.SK s. r. o.

1. INTRODUCTORY PROVISIONS

- 1.1. These General Terms and Conditions (hereinafter referred to as "**GTC**") of the commercial company **DPDC.SK s. r. o.**, with its registered office at Panónska cesta 3604/17, Bratislava - Petržalka 851 04, Company ID No.: 56 958 315, registered in the Commercial Register of the Municipal Court Bratislava III, Section Sro, File No. 188802/B (hereinafter referred to as the "**Provider**"), regulate in accordance with the provisions of § 273 (1) of Act No. 513/1991 Coll. Commercial Code, as amended (hereinafter referred to as the "**Commercial Code**"), the mutual rights and obligations of the Provider and the Customer (as defined below) relating to the contract concluded between them for the provision of services or goods (hereinafter referred to as the "**Contract**").
- 1.2. The provisions of the GTC form an integral part of the Contract. Any agreements differing from the GTC may be agreed directly in the Contract; such agreements shall take precedence over the wording of the GTC. It also applies that in the event of any inconsistency between the provisions of the Contract and the wording of the GTC, the provisions of the Contract shall prevail.
- 1.3. These GTC govern in particular: (i) the mediation of Third Party Services by the Provider for the Customer; (ii) the provision of Services to the Customer directly by the Provider; (iii) the delivery of Goods by the Provider to the Customer; and (iv) matters relating to the processing and protection of personal data in connection with the Provider's performance. The Contract shall specify of the above Services re used by the Customer.

2. DEFINITIONS

- 2.1. Within the framework of the GTC and the Contract, the terms defined below and beginning with a capital letter shall have the following meanings:

Installation and configuration services	Provider's Services consisting in the commissioning of hardware or software designated by the Customer.
Consulting services	Provider's Services consisting in consultations relating to the matters specified by the Customer, to the extent required by the Customer





Regulation	means Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016 on the protection of natural persons with regard to the processing of personal data and on the free movement of such data, and repealing Directive 95/46/EC (General Data Protection Regulation), as amended
Commercial Code	means Act No. 513/1991 Coll., the Commercial Code, as amended
Remuneration	means the remuneration that the Customer is obliged to pay to the Provider for the use or consumption of the Services or the delivery of Goods.
Third Party Terms and Conditions	means all terms and conditions under which Third Parties provide Third Party Services, regardless of their name or designation. Third Party Terms shall apply to the relationship between the Customer and the Third Party providing the relevant Third Party Services to the Customer. Third Party Terms are available on the websites of the relevant Third Parties. By entering into the Contract, the Customer confirms that they have read and agree to the current Third Party Terms.
Operational support	means the Provider's Services consisting in ensuring the functioning of the Customer's IT systems for which operational support has been agreed upon.
Provider	means DPDC.SK s. r. o., with its registered office at Panónska cesta 3604/17, Bratislava - Petržalka district 851 04, Company ID: 56 958 315, registered in the Commercial Register of the Municipal Court Bratislava III, Section Sro, File No. 188802/B
Services	means Third Party Services and Provider's Services
Provider's Services	means Services provided to the Customer directly by the Provider (or on its behalf), in particular Technical Support, Consulting Services, Installation and Configuration Services, and Operational Support.
Third Party Services	means services provided to the Customer by Third Parties, the provision of which is merely intermediated by the Provider for the Customer. The Third-Party Services include, in particular,





	Variable-Consumption Third-Party Services and Third Party Services with fixed minimum consumption.
Variable-Consumption Third-Party Services	have the meaning specified in Article 3.4.1 of the GTC
Third-Party Services with Fixed Minimum Consumption	have the meaning specified in Article 3.4.2 of the GTC
Contract	means the agreement for the provision of Services or delivery of Goods concluded between the Provider and the Customer. For the avoidance of doubt, it is stipulated that the Contract may also be concluded by the Customer's timely confirmation of the Provider's offer or by the actual payment of the remuneration, by the commencement of the use of the Services or by the acceptance of the Goods by the Customer (or a person designated by the Customer).
Contracting Parties	mean the Provider and the Customer
Technical support	means technical support provided directly by the Provider or on its behalf to the Customer.
Third Party	refers to a person other than the Provider who provides Services in their own name and on their own responsibility.
GTC	means these General Terms and Conditions of DPDC.SK s. r. o.
Customer	means a legal or natural person – entrepreneur with whom the Provider has concluded a Contract for the provision of Services or delivery of Goods.
Goods	means tangible movable property that the Provider sells to the Customer under the Contract.

3. TERMS AND CONDITIONS FOR THIRD-PARTY SERVICES

3.1. This Article 3 of the GTC shall apply only if the Customer uses Third Party Services under the Contract.





- 3.2. The Customer declares that they are aware that the Provider is not the provider (originator, operator) of Third Party Services; the Provider only mediates these Services for the Customer.
- 3.3. The terms and conditions of use of Third Party Services and other related rights and obligations are governed by a separate relationship between the Customer and the Third Party providing or operating the Services. By entering into the Contract, the Customer undertakes to comply with the terms and conditions of Third Parties when using Third Party Services. The terms and conditions of Third Parties shall not apply to the relationship between the Provider and the Customer, unless the Contracting Parties agree otherwise.
- 3.4. The Customer acknowledges that Third Party Services are provided by Third Parties primarily in the following ways:
 - 3.4.1. The Customer shall have access to the Third Party Services and shall be obliged to pay the price for the Third Party Services actually consumed (hereinafter referred to as "**Variable-Consumption Third-Party Services**"); or
 - 3.4.2. The Customer undertakes to purchase a minimum volume of Third Party Services during the agreed period, and if at any time during the agreed period the volume of Third Party Services purchased increases, they are not entitled to subsequently reduce it, even to the previous or originally agreed level (hereinafter referred to as "**Third Party Services with Fixed Minimum Consumption**").
- 3.5. Any administration, management, and configuration of Third-Party Services shall be performed directly by the Customer or the Provider in accordance with the Customer's instructions. The Customer may thus influence the type, scope, and price of the Third-Party Services used, which the Customer hereby acknowledges.
- 3.6. The Provider shall not provide any support to the Customer or its end users in connection with the use of Third Party Services, unless otherwise agreed by the Contracting Parties. Any support provided by the Provider to the Customer in connection with the use of Third Party Services shall be charged at a rate agreed upon by the Contracting Parties, or, if no such agreement is made, in the customary amount. Any fees for support provided directly by Third Parties shall be governed by the terms and conditions of the Third Parties or related terms and conditions or price lists set by the Third Parties..
- 3.7. For the avoidance of any doubt, it is stipulated that responsibility for the quality, availability, outages, accessibility, stability, compatibility, and other attributes of Third Party Services lies solely with the Third Party providing or making such services available. The Provider shall bear no responsibility for the quality, availability, outages, accessibility, stability,





compatibility, and other attributes of Third Party Services, which the Customer hereby acknowledges and agrees to..

- 3.8. The Provider also bears no responsibility in particular for:
- 3.8.1. any support provided to the Customer by Third Parties in connection with the use of Third Party Services or the availability of such support;;
 - 3.8.2. any subsequent changes or updates to Third Party Services, including changes relating to the functionality, availability, and compatibility of such services, nor the manner and timeliness of their notification to the Customer; and
 - 3.8.3. any damage or harm caused by the actions or omissions of a Third Party.
- 3.9. The Provider shall be liable only for the proper mediation of the relevant Third Party Services, i.e. for providing the relevant licenses and access in the condition in which they are provided by the relevant Third Parties on the date on which the Provider ordered the Third Party Services for the Customer.

4. TERMS AND CONDITIONS FOR THE PROVIDER'S SERVICES

- 4.1. This Article 4 of the GTC shall apply only if the Customer uses the Provider's Services under the Contract.
- 4.2. The Provider's Services may consist, in particular, of the following activities performed by the Provider (hereinafter collectively referred to as the "**Provider's Services**"):
- 4.2.1. Technical support (hereinafter referred to as "**Technical Support**");
 - 4.2.2. consultations (hereinafter referred to as "**Consulting Services**");
 - 4.2.3. installation or configuration of hardware or software (hereinafter referred to as "**Installation and Configuration Services**"); or
 - 4.2.4. support for the operation of the Customer's hardware or software (hereinafter referred to as "**Operational Support**").

Technical support

- 4.3. The Customer shall be obliged to submit requests for the provision of Technical Support to the Provider in the agreed manner (e.g. by email to hotline@dpdc.cz, via a software ticket, or by telephone on the hotline +420 513 034 400).
- 4.4. The Contracting Parties have agreed that the Provider shall be obliged to receive requests for the provision of Technical Support only on business days during regular working hours,





i.e. from 9:00 a.m. to 5:00 p.m. In the event of a request for Technical Support is submitted outside the aforementioned hours, such request shall be deemed to have been received at the beginning of the next business day.

- 4.5. Unless otherwise provided in the Contract, the Provider undertakes to commence the provision of the requested Technical Support without undue delay after receipt of the request for its provision.
- 4.6. Unless otherwise provided in the Contract, the Provider undertakes to resolve the Technical Support request without undue delay after its receipt, taking into account the complexity of the requested Technical Support. The Customer acknowledges that the time required to resolve a Technical Support request may be extended by the period necessary to obtain cooperation from Third Parties, if necessary or appropriate..

Consulting services

- 4.7. As part of the Consulting Services, the Provider shall provide the Customer with Services consisting of consultations the matters specified by the Customer, to the extent required by the Customer.
- 4.8. The Customer shall be obliged to provide the Provider with all relevant input information necessary for the provision of Consulting Services in the area under consultation. Should the Customer fail to do so, the Provider shall not be liable for any negative consequences arising therefrom (in particular damage, harm, or loss of data).
- 4.9. Consulting services shall be provided on business days during regular working hours, i.e. from 9:00 a.m. to 5:00 p.m., unless otherwise agreed by the Contracting Parties.

Installation and configuration services

- 4.10. As part of the Installation and Configuration Services, the Provider shall provide the Customer with Services consisting of the commissioning of hardware or software specified by the Customer.
- 4.11. The Customer shall be obliged to provide the Provider, in due time, with any instructions, manuals, or procedures received or to be received from the supplier (vendor) or hardware or software provider in sufficient advance. Should the Customer fail to do so, the Provider shall not be liable for any negative consequences arising therefrom (in particular damage, harm, or loss of data).





- 4.12. Installation and configuration services shall be provided during business days during regular working hours, i.e. from 9:00 a.m. to 5:00 p.m., unless otherwise agreed by the Contracting Parties.

Operational support

- 4.13. As part of the Operational Support Services, the Provider shall provide the Customer with Services consisting in ensuring the functioning of the Customer's IT systems for which Operational Support has been agreed.
- 4.14. On the Provider's side, the Operational Support shall be carried out by the maximum number of its employees as agreed by the Contracting Parties, or, if not agreed, as determined by the Provider. In the event that the involvement of additional employees becomes necessary, the Contracting Parties shall agree on the further course of action..
- 4.15. Individual Operations Support activities will be performed on business days during regular working hours, i.e. from 9:00 a.m. to 5:00 p.m., unless otherwise agreed by the Contracting Parties.

Common provisions for the use of the Provider's Services

- 4.16. The Provider shall provide the Provider's Services to the extent agreed in the Contract. If the scope of the Provider's Services is determined by an agreed time limit for a specific period (e.g., a certain number of hours per month) and the Customer does not use the entire scope of services within that time period, the unused scope (time) shall not be carried over to subsequent time periods, unless the Contracting Parties agree otherwise.
- 4.17. In the event of any requirements exceeding the agreed scope of the Provider's Services, the Contracting Parties shall agree on the manner of their resolution (e.g., transfer to the following month or invoicing beyond the Remuneration).
- 4.18. The Provider's Services do not include updating, upgrading, or refreshing the Customer's software or hardware or any of their components, otherwise agreed in writing by the Contracting Parties. The Customer acknowledges that the Provider's Services only involve working with the software, hardware, and their components in the condition in which they were at the date of commencement of the Provider's Services; the same applies to installation and configuration services and Operational Support. The Provider's Services are therefore unable to prevent the obsolescence of software, hardware, and their components, which may ultimately (although usually after a longer period of time) lead to their limited





functionality or malfunction, in particular as a result of increasing demands on software and hardware equipment.

- 4.19. Unless the Contracting Parties expressly agree otherwise, the Provider's Services do not include:
- 4.19.1. the software itself to which the Provider's Services relate, hardware equipment, websites, cloud services, or any other environment in which the software is operated, or the connectivity of the aforementioned environments;
 - 4.19.2. the normal operation of Third Party Software or Third Party Services; nor
 - 4.19.3. hardware operation, unless otherwise specified in the agreed scope of the Provider's Services.
- 4.20. During the provision of the Provider's Services, the Provider may change the content or scope of the Services, in particular add tools and functions, improve existing features or extend the scope of the agreed Services, or remove third-party content in order to comply with legal or contractual obligations. The Provider is obliged to inform the Customer of any such changes in advance, if possible, otherwise without undue delay.

5. COMMON PROVISIONS FOR THE USE OF SERVICES

- 5.1. This Article 5 of the GTC applies regardless of the type of Services used by the Customer.
- 5.2. When providing the Services, the Provider is obliged to proceed with all professional care and in accordance with legal regulations. The Provider is also obliged to comply with security measures, about which the Customer will be demonstrably informed in advance.
- 5.3. The Provider is obliged to notify the Customer without undue delay of the inappropriate nature of the Customer's order or request as soon as such inappropriateness can be detected with the exercise of professional care. If the Customer insists on an inappropriate order or request, the Provider shall not be liable for any defects in the Services or damage caused to the Customer as a result thereof.
- 5.4. The Provider shall decide on the specific employees involved in the provision of the Services..
- 5.5. The Provider is entitled to provide the Services through third parties, provided that such persons are sufficiently qualified. In the event of using third parties to provide the Services, the Provider undertakes to ensure that these persons comply with the rights and obligations arising from the Contract and the GTC. The Provider shall remain responsible for any breach of the obligations set out in the Contract and the GTC by third parties.





- 5.6. The Provider shall not perform backup of any Customer data. The Customer is obliged to perform data backup, unless the Contracting Parties agree otherwise in writing in advance.
- 5.7. The Customer undertakes to provide the Provider with all cooperation necessary for the provision of the Services. This cooperation includes, in particular, but is not limited to, the obligation to:
- 5.7.1. ensure adequate hardware and software equipment and/or a functional web environment on which the Services will be used;
 - 5.7.2. ensure all necessary access to the Customer's relevant IT systems, including physical access to the Customer's premises or other premises (especially those where the hardware is located), always to the extent necessary for the provision of the Services;
 - 5.7.3. to the extent necessary, ensure the shutdown or limitation of the functionality of the Customer's IT systems or websites. The Contracting Parties shall agree on the date of the shutdown in good faith so as to minimize disruption to the Customer's normal operations, but at the same time, if the Provider so requires, to ensure that it takes place during its normal working hours;
 - 5.7.4. ensure the cooperation of the Customer or its employees to the extent reasonably required by the Provider for the provision of Services. The Provider undertakes to inform the Customer of the requirements for the necessary cooperation to a greater extent, at least sufficiently in advance; and
 - 5.7.5. at the time specified by the Provider, deliver all documents and inputs that the Provider needs to provide the Services.
- 5.8. The Contracting Parties agree that any delay by the Customer in providing the required cooperation shall not constitute a delay by the Provider in the performance of the Services, and any existing delay on the part of the Provider shall be suspended for the duration of such Customer's delay. Furthermore, the Provider shall not be liable for any defects in the Services or any damage incurred by the Customer due to the Customer's delay in providing cooperation.
- 5.9. The Customer is obliged to refrain from using the Services in a manner that would be unlawful under the legal system of the Slovak Republic or any other legal system relevant to the Services (in particular the legal system governing the Third Parties Terms and Conditions, the Third Party providing the Services, or the Customer).





- 5.10. The Customer is obliged to ensure that the Services are not used by unauthorized entities and that the use of the Services by end users complies with the Contract and the GTC.
- 5.11. The Customer shall not, and shall not allow, and shall ensure that persons affiliated with it within the meaning of Section 66a of the Commercial Code shall not and shall not allow: (i) copy, modify, create derivative works, reverse engineer, decompile, translate, disassemble, or otherwise attempt to extract the source code of the Services or any part thereof; (ii) use the Services for high-risk activities, such as the operation of nuclear facilities, air traffic control, or life support systems, where a failure of the Services could lead to death, personal injury, or serious damage to the environment; (iii) sublicense, resell, or otherwise transfer the Services or any rights related thereto, or allow the use of the Services by persons other than the Customer (this does not apply to the use of the Services by end users on the Customer's side); (iv) provide access to any part of the Services to any persons other than the Customer's end users; (v) use any component, library, database, or other technology contained in the Services other than in connection with the Customer's use of the Services; (vi) use the Services in so-called dual-use industries, i.e., industries whose outputs (products) are usable for both peaceful and military purposes; or (vii) use the Services in any unlawful manner or to facilitate any unlawful acts.
- 5.12. The Customer is obliged to inform the Provider of any violation of Articles 5.10 or 5.11 of the GTC as soon as they become aware of it.
- 5.13. During the term and validity of the Contract and for a period of one year following the termination of the use of the last of the Services, the Customer undertakes not to offer employment, cooperation or any other form of involvement to the Provider's employees.

6. CONTRACT FOR THE SUPPLY OF GOODS

- 6.1. This Article 6 of the GTC applies only to the delivery of any tangible movable item to the Customer by the Provider (hereinafter referred to as the "Goods").
- 6.2. Under the terms and conditions agreed in the Contract and the GTC, the Provider sells the Goods to the Customer and the Customer undertakes to pay the Provider the Remuneration for the Goods.
- 6.3. The Customer shall not become the owner of the Goods until they have paid the full Remuneration.
- 6.4. The Goods and the amount of the Remuneration shall be specified directly in the Contract.
- 6.5. The Customer shall not and shall not allow, and shall ensure that persons affiliated with it within the meaning of Section 66a of the Commercial Code shall not and shall not allow: (i)





use the Goods for high-risk activities, such as the operation of nuclear facilities, air traffic control, or life support systems, where failure of the Goods or their functions could lead to death, injury, or serious damage to the environment; (ii) use the Goods in so-called dual-use industries, i.e. industries whose outputs (products) are usable for both peaceful and military purposes; or (iii) use the Goods in any unlawful manner or to facilitate any unlawful acts.

- 6.6. If the Goods are electrical equipment within as defined by Act No. 79/2015 Coll. on Waste, as amended, the Provider shall inform the Customer that the take-back of the Goods after the end of their service life shall be ensured by the manufacturer of the Goods at designated take-back points in accordance with the relevant legal regulations. At the same time, the Customer may return the Goods free of charge to the Provider's registered office after the end of their service life. The Customer undertakes to dispose of the Goods after the end of their service life in accordance with the relevant legal regulations.

7. REMUNERATION FOR SERVICES OR DELIVERY OF GOODS

- 7.1. For the use of the Services or delivery of the Goods, the Customer undertakes to pay the Provider remuneration in the amount agreed in the contract (hereinafter referred to as the "Remuneration"). The Remuneration shall be increased by value added tax.
- 7.2. In the case of Third-Party Services with Fixed Minimum Consumption, the Customer shall, upon the conclusion of the Contract for their supply, become obliged to pay the Provider the Remuneration corresponding at least to the agreed minimum consumption of the Third-Party Services for the entire agreed period; However, the amount of the Remuneration shall increase if the volume of Third Party Services used increases during the agreed period.
- 7.3. In the case of Services consumed in recurring time periods (e.g., monthly, annually) and Variable-Consumption Third-Party Services, the Remuneration in the event of renewal or extension of the use of Services for a further period shall be governed by the prices valid on the date of renewal of the Services, unless the Contracting Parties agree otherwise or unless the Third Party providing the relevant Services stipulates otherwise.
- 7.4. Remuneration for Services provided on an ongoing basis shall be invoiced by the Provider on a monthly basis, except in the event of termination of the Contract, in which case Remuneration shall be invoiced immediately upon termination of the Contract.
- 7.5. Remuneration for one-off Services or delivery of Goods shall always be invoiced immediately after delivery of the Service or Goods..





- 7.6. Payment shall always fall due within 14 days of the invoice being delivered to the Customer. The Customer agrees to receive invoices electronically.
- 7.7. Any Remuneration shall be deemed duly paid only when the relevant amount has been credited to the Provider's bank account.
- 7.8. The Customer acknowledges that in the case of Third Party Services, the Provider may issue an invoice only after receiving the necessary documentation from Third Parties. Third Parties may not be able to provide such documentation in time to ensure that the taxable supply date indicated on the invoice issued by the Provider to the Customer corresponds to the actual date on which the relevant Services were provided. The Customer hereby expresses their agreement with this.
- 7.9. In the case of Services provided in recurring time periods (e.g., monthly, annually), the Provider shall be entitled to the full amount of the Remuneration, even if the Customer does not utilise the entire agreed scope of Services for the relevant period. The same shall apply to Third-Party Services with a Fixed Minimum Consumption.
- 7.10. The Remuneration does not include any payments or fees:
- 7.10.1. which the Customer is, under the terms of the Third-Party Services, obliged to pay directly to the Third Party. However, unless there is an explicit obligation to make payment directly to the Third Party, the Customer shall settle all payments to Third Parties through the Provider; and
 - 7.10.2. relating to hardware equipment, websites, cloud services, in general, the environment in which the Services are to be provided, including the connectivity of such environments (e.g., third-party software licence fees or fees for the provision of cloud storage or hosting). If any such fees are paid by the Provider, shall be entitled to recharge them to the Customer, including outside the due date of the Remuneration.
- 7.11. The Provider shall be entitled to increase the Remuneration annually by the average annual inflation rate in the Slovak Republic for the previous calendar year, as published by the Statistical Office of the Slovak Republic. The Provider shall notify the Customer of the increase in the Remuneration without undue delay. From the date of such notification the Customer shall be obliged to pay the Remuneration in the increased amount.
- 7.12. The Contracting Parties agree that the fact that the Provider does not exercise its right to increase the Remuneration by the average annual inflation rate in a given year shall in no way exclude the Provider's right to do so in subsequent years. Any increase may, however,





only reflect the average annual inflation rate for the immediately preceding calendar year; it is not permitted to aggregate the inflation rates for all years in which no increase was made.

- 7.13. If the Statistical Office of the Slovak Republic ceases to publish the average annual inflation rate in the Slovak Republic, another comparable index published by an institution of comparable reputation (in particular Eurostat) may be used.

8. INTERRUPTION OF SERVICE PROVISION

- 8.1. The Provider shall be entitled to suspend the Customer's access to the Services (or the use of the Services) if the Customer is in delay with the payment of any part of the Remuneration and fails to settle the outstanding amount within 15 calendar days after being requested to do so in writing by the Provider (email being sufficient).
- 8.2. The suspension of access to the Services under Article 8 of the GTC shall continue until the outstanding Remuneration has been paid in full. Upon receipt of the respective payment, the Provider shall restore the Customer's access without undue delay.
- 8.3. The Provider shall not be liable for any damage or loss, or for any malfunctions, outages, insufficient computing performance, security breaches, or data loss caused by the suspension of the Services pursuant to this Article 8 of the GTC.

9. LIABILITY FOR DEFECTS OF THE GOODS

- 9.1. The Provider shall be liable to the Customer for ensuring that the Goods conform to the agreed quantity, quality, and and design. If the quality and design have not been agreed upon, they shall correspond to the quality and design suitable for the agreed or customary purpose of the Goods.
- 9.2. The Provider shall further be liable to the Customer for ensuring that the Goods are free from legal and factual defects, unless the Provider expressly notified the Customer of such defects in writing prior to the conclusion of the Contract.
- 9.3. In addition to other obligations arising from the Contract and applicable laws, the Provider shall be obliged to deliver to the Customer, together with the Goods, all documents relating to the Goods, in particular those concerning their use.
- 9.4. The Goods shall be deemed defective if they do not possess the characteristics required under the Contract, or if the documents relating to the Goods are defective or incomplete..
- 9.5. The Customer's rights arising from defective performance shall be established by a defect that the Goods have at the time the risk of damage passes to the Customer, even if the





defect becomes apparent only later. The Customer's rights arising from defective performance shall also be established by any defect of the Goods that arises later if it was caused by the Provider's breach of duty.

- 9.6. The Customer shall be obliged to inspect the Goods for any apparent defects on the day of their delivery to the Customer, and on the same day the Customer shall be obliged to notify the Provider of any such defects.
- 9.7. The Customer's rights in the event of defects in the Goods shall be governed by the Commercial Code.
- 9.8. The Customer shall notify the Provider of any defect in the Goods (including latent defects) no later than within 1 month of its discovery, but in any case no later than within 12 months from the date of acceptance of the Goods. The Provider shall not be liable for notified after this period. The foregoing shall not apply to apparent defects, which the Customer is obliged to report immediately on the day of acceptance of the Goods (Article 9.6 of the GTC).
- 9.9. The Provider does not provide any guarantee for the quality of the Goods. However, if the manufacturer or supplier of the Goods provides a quality guarantee for the Goods, the Provider hereby transfers the rights and obligations arising from the quality guarantee to the Customer to the maximum extent permitted by law and agreements between the manufacturer or supplier of the Goods and the Provider. The Customer hereby accepts the rights and obligations arising from the quality guarantee. The Provider further undertakes to provide the Customer, at their request, with cooperation in enforcing the quality guarantee for the Goods to the extent necessary.

10. LIMITATION OF THE PROVIDER'S LIABILITY

- 10.1. In the case of the Provider's Services, the Provider's liability period for any defects in such Services is 6 months from the date of their provision or from the date of completion of the specific Service activity that is the subject of the liability for defects. The Provider shall not be liable for any defects in the Services that occur after the aforementioned period.
- 10.2. The Provider shall not be obliged to compensate for damage arising from acts or omissions of Third Parties or the Customer. Furthermore, the Provider shall not be obliged to compensate any indirect damage, including but not limited to business interruption, loss of profit or turnover, promotional or production costs, damage to reputation, or loss of customers, etc. The Provider shall also not be liable for any damage or any malfunctions, outages, insufficient computing power, security breaches, or loss of data caused by the





Services or Goods if their occurrence could not have been foreseen at the time of conclusion of the Contract or even with the exercise of professional care..

10.3. The Provider shall not be liable for:

10.3.1. any damage or any malfunctions, outages, insufficient computing power, security breaches, or loss of data if they occur in connection with the use of the Services or the use or delivery of the Goods, if they are caused by the Customer's hardware, software, or their components, or the Customer's Internet connection;

10.3.2. any damage or any malfunctions, outages, insufficient computing power, security breaches, or loss of data, if they occur in connection with the use of the Services or the use or delivery of the Goods, caused by the Customer's failure to perform updates, upgrades, or other actions required or recommended by a Third Party or the Provider; and

10.3.3. any harm, damage, loss of data, or any other negative consequences arising from the Customer's failure to back up data unless the Provider was expressly obliged under the Contract to perform data backups for the Customer.

10.4. Unless expressly stated otherwise in the Contract, regardless of any other provisions of the Contract, these GTC, or Third Party Terms and Conditions, in the event that the use of the Services or the use or delivery of the Goods directly or indirectly leads to the occurrence of any property or non-property damage or harm on the part of the Customer and the Provider is liable for such damage or harm, then the Provider's liability for such property or non-property damage or harm shall not exceed, in total, the amount of:

10.4.1. in the case of Services: Remuneration for 1 calendar month of providing Services. If the Remuneration is not the same throughout the term of the Contract, its amount shall be determined as the average amount of Remuneration for the last 12 months prior to the date of the event giving rise to the claim for compensation for the relevant pecuniary or non-pecuniary damage; in the case of a shorter duration of the Contract, the average amount of Remuneration shall be calculated as the average of all Remuneration to date.

10.4.2. in the case of Goods: 1/10 of the purchase price of the Goods excluding VAT.

10.5. The limitation of the Provider's liability under Article 10.4 of the GTC shall not apply in the event of harm or damage caused by the Provider intentionally or through gross negligence.

10.6. The Provider shall not be in default with the provision of Services or delivery of Goods and shall not be subject to any penalties or other negative legal consequences (whether





stipulated by the Contract or by law) in the event of: (i) a state of emergency being declared by the government of the Slovak Republic or other similarly serious situations (e.g., natural disasters affecting the normal functioning of the Slovak Republic or the part of it where the Provider or Customer is located); or (ii) events of force majeure. In such cases, the Provider is obliged to inform the Customer without undue delay about the nature of the above-mentioned obstacles and their expected duration. The deadline for commencing and completing the Services (in particular, resolving Technical Support requests) or delivering the Goods shall be extended by the aforementioned period, unless the Contracting Parties agree otherwise in writing.

11. METHOD AND PLACE OF DELIVERY OF SERVICES AND GOODS

Services

- 11.1. The Services shall be provided remotely – electronically. Only Services which, due to their nature, cannot be provided remotely – electronically, shall be provided at the Customer's premises, unless the Contracting Parties agree otherwise.
- 11.2. If the Services are provided other than remotely by electronic means or at the Provider's registered seat, the Provider shall be entitled to charge the Customer for any related costs incurred by the Provider (in particular travel expenses, or accommodation and meal expenses for the Provider's employees).

Goods

- 11.3. The Provider undertakes to deliver the Goods without undue delay from the date of conclusion of the Contract. The Customer acknowledges that the delivery date of the Goods may be affected by the delivery of the Goods to the Provider by Third Parties. This applies in particular to Goods that the Provider orders directly for the Customer after the conclusion of the Contract.
- 11.4. Unless the Contracting Parties agree otherwise, the place of delivery of the Goods shall be the Customer's registered seat as stated in the Commercial Register on the date of conclusion of the Contract.
- 11.5. If the Contracting Parties do not agree on the method of packaging the Goods, the Provider shall package them in accordance with standard market practices; if such practices do not exist, then in a manner necessary for the preservation and protection of the Goods. The Provider shall secure the Goods for transport in the same manner.
- 11.6. In the case of Goods that the Provider orders directly for the Customer after the conclusion of the Contract, the Contracting Parties agree that the Goods shall be packaged as packaged





by their original seller or supplier. The Goods shall be prepared for transport in the same manner.

- 11.7. Unless the Contracting Parties agree otherwise, the costs of transporting and packaging of the Goods shall be borne by the Provider.
- 11.8. In the case of transport of Goods provided by the Provider or its contractual partners, the risk of damage to the Goods shall pass to the Customer only upon proper delivery of the Goods at the place of delivery, which also includes unloading of the Goods.
- 11.9. In the case of transport of Goods arranged by the Customer, the risk of damage to the Goods shall pass to the Customer at the moment when the first carrier takes over the Goods from the Provider or a Third Party designated by the Provider.
- 11.10. The Customer has the right to refuse to accept the Goods or any part thereof if they are visibly damaged or if their packaging is damaged (minor scratches, dirt, etc. are not considered damage to the packaging).

12. TERM AND TERMINATION OF THE CONTRACT

Service Contract

- 12.1. The Service Contract is concluded for an indefinite period, except in cases where:
 - 12.1.1. The contract stipulates otherwise; or
 - 12.1.2. the Services provided are, according to their specification or nature, provided for a fixed period.
- 12.2. Either Party may terminate a Service Contract concluded for an indefinite term without giving any reason, subject to a three-month notice period.
- 12.3. The Customer also has the right to terminate the Service Contract if the Provider breaches the Contract (including the GTC) and fails to remedy such breach within 15 business days of the date on which the Customer requests in writing that the Provider do so.
- 12.4. The Provider shall further be entitled to terminate the Service Contract in the event of:
 - 12.4.1. a delay by the Customer in paying any part of the Remuneration for more than 30 calendar days, without notice;
 - 12.4.2. the Customer fails to provide the Provider with the cooperation necessary for the provision of Services and fails to do so even within 30 calendar days from the date on which the Provider requests it in writing. The notice period in such a case is 1 month;





- 12.4.3. breach of the Contract (including the GTC) or breach of Third Party Terms and Conditions, whereby in the event of a material breach, the Provider is entitled to terminate the Contract without notice; in other cases, with 3 days' notice; or
 - 12.4.4. the Customer's insolvency or imminent insolvency, without notice.
- 12.5. The Provider shall also be entitled to terminate the Third-Party Services Contract if the Provider's authorization to mediate the sale or provision of Third Party Services expires. In such a case, the Contract with the Customer shall terminate on the date of termination of the Provider's authorization to mediate the sale or provision of Third Party Services, unless the Contracting Parties agree otherwise. The Provider is obliged to inform the Customer without undue delay of the termination of the Contract between the Provider and the Third Party as soon as it becomes aware of the fact leading to the termination of the Contract.
- 12.6. The Contract on the Provision of Third Party Services with Fixed Minimum Consumption cannot be terminated in any way (in particular by notice or withdrawal) before the expiry of the agreed period of provision of such Services, except by agreement of the Contracting Parties or by notice pursuant to Article 12.5 of the GTC. For the avoidance of doubt, the Customer waives the right to terminate the Contract on the Provision of Third Party Services with a Fixed Minimum Consumption in any way before the expiry of the agreed period of provision of the said Services.
- 12.7. In connection with the termination of the Service Contract, the following applies:
- 12.7.1. a notice period specified in months shall commence on the first day of the calendar month immediately following the calendar month in which the notice was delivered to the terminated Contracting Party;
 - 12.7.2. a notice of termination without notice shall take effect upon delivery to the Contracting Party. As a result, the contractual relationship established by the Contract shall terminate upon delivery of the notice of termination;
 - 12.7.3. with the exception of termination without cause, termination must include the reason for termination, otherwise it shall have no legal effect;
 - 12.7.4. a notice of termination may apply to all Services or only some of them, at the discretion of the terminating Contracting Party; and
 - 12.7.5. a notice of termination may also be given electronically, including by email.
- 12.8. The Provider's Service Contract shall be automatically extended for an additional period identical to the originally agreed period, unless either of the Contracting Parties terminates the Contract in writing or notifies the other Contracting Party in writing at least 30 days





before the expiry of the originally agreed period that it is no longer interested in its continuation. In the case of Third Party Services, the automatic extension of the use of Third Party Services is governed by the Third Parties Terms and Conditions. In the event of an automatic extension of the use of Third Party Services, the Contract shall also be automatically extended for the period of further use of Third Party Services.

- 12.9. The Contracting Parties are entitled to withdraw from the Service Contract only in cases provided for by applicable law. If the Services under the Contract are to be provided continuously, repeatedly, or gradually, withdrawal from the Contract shall only affect Services or parts thereof that have not yet been provided.

Contract for the Supply of Goods

- 12.10. The Contracting Parties may withdraw from the Contract for the Supply of Goods only in cases stipulated by law or the GTC..

- 12.11. The Provider has the right to withdraw from the Contract for the Supply of Goods even in the event of:

12.11.1. delays by the Customer in paying any part of the Remuneration for longer than 30 calendar days;

12.11.2. that the Customer fails to provide the Provider with the cooperation necessary for the delivery or specification of the Goods and fails to do so even within 30 calendar days from the date on which the Provider requests it in writing;

12.11.3. material or repeated breach of the Agreement (including the GTC) or a breach of Third Party Terms and Conditions; or

12.11.4. the Customer's insolvency or imminent insolvency.

Common provisions on termination of the Contract

- 12.12. Termination of the Contract in any manner shall not affect the rights and obligations of the Contracting Parties arising prior to the termination of the Contract (in particular the rights to Remuneration).

- 12.13. In the event of termination of the Contract in any manner, the Provider shall, at the Customer's request, provide the necessary cooperation in the transfer or migration of the Customer's user accounts and those of its end users, as well as the Customer's data, from the Provider's or Third Parties' infrastructure to the infrastructure designated by the Customer. The Provider shall provide cooperation to the extent that it is technically possible





with regard to the type of Services, using reasonable effort, and in the case of Third Party Services, to the extent that Third Parties allow. For the purposes of transferring or migrating accounts and data, the Contracting Parties shall draw up a transfer or migration plan. For the Provider's activities under this Article 12.13 of the GTC, the Provider shall be entitled to Remuneration in the amount agreed by the Contracting Parties.

13. PROCESSING OF PERSONAL DATA

- 13.1. By concluding the Contract, the Customer confirms that it is aware of its obligations as a controller under the Regulation and other generally binding legal regulations in connection with the processing of personal data of third parties (users, employees and job applicants, clients, suppliers, and other contractual partners of the Customer, including potential contractual partners and contact persons at these entities) that occurs within the scope of the Customer's activities (hereinafter referred to as "data subjects") and undertakes to comply with them during the term of the Contract. The purpose and means of processing the personal data of data subjects shall be determined exclusively by the Customer, whereby personal data shall remain under the full control of the Customer throughout the term of the Contract and shall be stored exclusively in the electronic systems of the Customer or Third Parties. The Provider shall not be liable for the proper performance of the Customer's obligations as a personal data controller or the legal obligations of Third Parties.
- 13.2. When providing the Services or in connection with them, the Provider does not generally process any personal data of data subjects within the meaning of Article 13.1 of the GTC, and the Provider therefore does not act as a processor in relation to such personal data. If the Services cannot be properly provided without disclosing personal data to the Provider, the Provider may access such personal data in individual cases (ad hoc) only on the basis of a documented request from the Customer, to the extent necessary for the proper provision of the Services and in accordance with the Customer's instructions. If such an operation or other activity of the Provider related to the provision of the Services is of the nature of personal data processing within the meaning of the Regulation, the provisions of Articles 13.3 to 13.19 of the GTC, which constitute a personal data processing agreement within the meaning of Article 28(3) of the Regulation, shall apply. The provisions of Articles 13.3 to 13.19 of the GTC shall apply only if not otherwise agreed between the Customer and the Provider in the Contract or in another written agreement between them.
- 13.3. In the event that, in the provision of the Services, the Provider, as a processor for the Customer as a controller, performs activities involving the processing of personal data of data subjects for the purposes and to the extent specified by the Customer and based on





the Customer's instructions, Articles 13.3 to 13. 19 of the GTC shall govern the mutual rights and obligations of the Contracting Parties, the rules and other conditions for the protection and handling of personal data of data subjects that will be provided to the Provider or to which the Provider will have access in connection with the performance of the Contract (hereinafter referred to as "personal data"). By concluding the Contract, the Contracting Parties undertake to comply with these rules and other conditions when performing such processing operations.

- 13.4. The Customer authorizes the Provider to process personal data on behalf of the Customer to the extent necessary for the proper provision of Services and the fulfillment of the purpose of the Contract. The subject matter, nature, and purpose of personal data processing are determined by the specific content and scope of Services provided by the Provider to the Customer under the Contract. If the provision of Services concerns personal data, the subject matter of the processing may, depending on the nature of the specific Service, be the performance of processing activities consisting in particular in storing, retrieving, organizing, sorting, structuring, combining, making available by transmission, blocking, anonymization, pseudonymization, erasure (disposal), migration or distribution of databases or parts thereof, as well as analysis, error detection, database testing, and other similar activities in which access to the personal data of data subjects may occur, using both manual and automated means to the extent necessary for the proper provision of the Services. Otherwise, the Provider is entitled to process the personal data of data subjects to which it may have access exclusively on the basis of a documented instruction from the Customer. The Provider's obligations set out in or based on the Contract are considered to be instructions from the Customer for this purpose
- 13.5. The Provider is entitled to process the personal data of data subjects solely for the purposes and to the extent necessary for the proper performance of the Contract, which for the purposes of this Article also means improving the quality of the Services provided (e.g. for the purpose of increasing the standard of personal data protection). The Provider shall not perform any operations with personal data other than those specified above, in particular, it shall not arbitrarily access, interfere with, change, use for its own purposes, or provide personal data to third parties; Article 13.10 of the GTC shall remain unaffected..
- 13.6. Unless expressly agreed otherwise in connection with the provision of the Services, the processing of personal data under the Contract does not include the transfer of personal data to a third country or international organization, nor the processing of personal data on devices located in third countries. No special categories of personal data or personal data relating to criminal convictions and offenses shall be processed under the Contract.





- 13.7. The Customer is obliged to ensure that the purpose of processing all personal data processed under the Contract by the Provider on behalf of the Customer is in accordance with legal regulations and that the processing is covered by the relevant legal basis throughout its duration. The Provider shall not be liable for any exceeding of the purpose of processing by the Customer and any violation of the legal basis for processing defined by the Customer, unless caused by a breach of the Contract by the Provider.
- 13.8. Throughout the entire period of personal data processing, the Provider shall have in place all appropriate measures required under Article 32 of the Regulation so that the processing meets the requirements of the Regulation and the rights of the data subject are protected. In particular, the Provider undertakes to implement appropriate technical and organizational measures (including, for example, the adoption of internal rules and guidelines) to ensure the security of personal data, taking into account the state of the art, the costs of implementation, the nature, scope, context, and purposes of the processing, as well as the possible risks. The Provider undertakes to process and document the technical and organizational measures adopted and implemented to ensure the protection of personal data in accordance with the Regulation and other generally binding legal regulations.
- 13.9. The Provider declares that it has adequate organizational and technical measures in place to ensure that the processing of personal data by the Provider for the Customer complies with the requirements of the Regulation and, in particular, that there is no unauthorized or accidental access to personal data, alteration, destruction or loss, unauthorized transfer, other unauthorized processing, or other misuse. The Provider shall ensure the protection of personal data against access by unauthorized persons by preventing unauthorized persons from accessing its premises and by providing adequate protection of software and hardware. In particular, the Provider shall ensure that the systems for processing personal data on the Provider's side are used only by authorized persons who will have access only to personal data corresponding to the authorizations of these persons, based on special user authorizations established individually exclusively for these persons. The Provider shall regularly verify the functionality and adequacy of its internal control and risk management systems, including the management of the risk of extraordinary events that could have a significant negative impact on the proper performance of personal data processing to the extent necessary for the proper performance of the Contract.
- 13.10. By concluding the Contract, the Customer grants the Provider general permission to involve other processors in the processing, provided that they offer sufficient guarantees of the implementation of appropriate technical and organizational measures so that the processing meets the requirements of the Regulation, this Article 13 of the GTC and to





ensure the protection of the rights of data subjects. If the Provider engages another processor to perform certain processing activities on behalf of the Customer, that other processor must be subject to at least the same data protection obligations as those set out in this Article 13 of the GTC, in particular the provision of sufficient guarantees regarding the implementation of appropriate technical and organizational measures so that the processing meets the requirements of the Regulation and this Article 13 of the GTC. The Provider shall inform the Customer in advance of any intended changes regarding the acceptance of additional processors or their replacement, thus giving the Customer the opportunity to object to such changes. The Provider shall be responsible for the activities of any additional processor as if it were performing those activities itself. A list of additional processors under this Article 13.10 of the GTC is available from the Provider.

- 13.11. During the term of the contractual relationship under the Contract and after its termination, the Provider undertakes to maintain confidentiality regarding personal data and not to provide it to any other entities, except for the fulfillment of a legal obligation, and to handle it only to the extent and degree necessary to fulfill its obligations under the Contract and its legal obligations. The Provider undertakes to maintain confidentiality to the same extent also towards all persons (its employees and other associates) who will have access to personal data in the performance of the Contract, unless they are already subject to a legal obligation of confidentiality. The Provider shall also ensure that these persons comply with their confidentiality obligations in relation to the security and other measures taken, the disclosure of which to unauthorized persons could jeopardize the security of personal data processing. The Provider shall ensure that the confidentiality obligation of these persons shall continue even after the termination of their employment or other relationship with the Provider..
- 13.12. The Provider shall assist the Customer in ensuring compliance of its activities with the obligations under Articles 32 to 36 of the Regulation, taking into account the nature of the processing and the information available to the Provider with regard to the subject matter of the Contract.
- 13.13. The Provider shall assist the Customer through appropriate technical and organizational measures, where possible, in fulfilling the Customer's obligation to respond to requests for the exercise of data subject rights under Chapter III of the Regulation, taking into account the nature of the processing and the information available to the Provider with regard to the subject matter of the Contract.
- 13.14. The Provider shall provide the Customer with all information necessary to demonstrate compliance with the obligations set out in Article 28 of the Regulation and shall allow audits,





including inspections, to be carried out by the Customer or another auditor appointed by the Customer, and shall contribute to such audits.

- 13.15. The Provider shall immediately inform the Customer if, in its opinion, a particular instruction violates the Regulation or other generally binding legal regulations concerning the protection of personal data.
- 13.16. The Provider shall immediately inform the Customer in the event of a breach of the security of the personal data being processed, in the event of unauthorized access to personal data, its destruction or loss, unauthorized transfer or other unauthorized processing or misuse. At the same time, the Provider shall take appropriate and effective measures to remedy the situation, restore the security of personal data, and minimize damage.
- 13.17. The duration of personal data processing is determined by the duration of the Contract. Upon termination of the provision of Services under the Contract, the Provider shall, in accordance with the Customer's decision, either delete all personal data of data subjects, if provided to it, either delete it or return it to the Customer after the termination of the provision of the Provider's Services related to processing and delete existing copies, unless the provisions of generally binding legal regulations require the storage of such personal data. This does not affect the processing of personal data by Third Parties in the provision of Third Party Services.
- 13.18. The obligations arising for the Customer in the area of personal data processing and protection, in particular from Article 32 of the Regulation, are not affected by this Article 13 of the GTC, and the Customer is solely responsible for their proper fulfillment. The Customer acknowledges that, as a personal data controller, it is primarily and fully liable for any damage caused by the processing of personal data in violation of the Regulation. The Provider is neither obliged nor authorized to check whether the Customer is fulfilling its obligations in the processing of personal data. The Customer is also responsible for properly securing access to personal data when using the Provider's Services and Third Party Services.
- 13.19. The Provider shall not be liable for the processing of personal data for the Customer or on its behalf by other entities, including Third Parties, in connection with the provision of Third Party Services or in connection therewith. The Customer acknowledges that before providing or otherwise disclosing personal data to a Third Party, they are obliged to familiarize themselves with the terms and conditions of personal data processing by such Third Parties and to proceed in accordance with them. In this regard, the Customer acknowledges that in the event of data migration to Third Parties performed by the Provider,





the Provider does not have access to personal data and does not act as a processor in relation to the Customer and such personal data. The Customer is obliged to ensure that simple data migration performed by the Provider does not include or require any processing of personal data by the Provider..

14. CONFIDENTIALITY OBLIGATION

14.1. Neither Contracting Party may, without the prior written consent of the other Contracting Party, disclose or otherwise provide to any Third Party any information or documents: (i) relating to the Services or Goods; (ii) about the Contract, its terms and conditions, and negotiations related thereto; and/or (iii) relating to trade secrets or other similarly sensitive information of the other Contracting Party. The above prohibition shall apply with the exception of the provision of information or documents:

14.1.1. advisors to the Contracting Parties and any third parties used by the Provider to provide the Services, if they are bound by a confidentiality obligation at least to the same extent as the Contracting Parties under the Contract;

14.1.2. public authorities, including courts, if the Contracting Parties are obliged to provide information in accordance with generally binding regulations, legally binding acts of the executive power or legally binding court decisions;

14.1.3. and based on obligations established by law in any jurisdiction to which the Contracting Parties are or will be subject;

14.1.4. which are or become publicly available other than through a breach of the Contract;

14.1.5. to Third parties, if required by third parties for the purpose of providing or in connection with Third Party Services; and

14.1.6. in accordance with the Contract.

14.2. Notwithstanding Article 14.1 of the GTC, the Customer agrees that the Provider may use the following information for the purposes of its business references and for the purposes of selection procedures:

14.2.1. information about the provision of Services, their general scope, basic parameters, and functions;

14.2.2. the name/company name and identification of the Customer, including the Customer's main contact person with whom the Provider will be in contact in connection with the provision of Services; and

14.2.3. the total amount of the Remuneration for the provision of Services.





14.3. The Contracting Parties agree that the confidentiality obligation under this Article 14 of the GTC shall expire no earlier than 3 years after the termination of the Contract in relation to the last of the Services provided in any manner. The Contract cannot be terminated or otherwise terminated during its term in relation to the confidentiality obligation..

15. FINAL PROVISIONS

15.1. By concluding the Contract, the Customer declares that they are not a consumer within the meaning of Section 52(4) of Act No. 40/1964 Coll. Civil Code, as amended.

15.2. Without the Provider's consent, the Customer is not entitled to: (i) unilaterally set off any of its claims arising from or related to the Agreement against any of the Provider's claims; (ii) assign any right or obligation arising from the Contract to a Third Party; and (iii) assign the Contract as a whole or any part thereof to a Third party.

15.3. The Contracting Parties assume the risk of a change in circumstances (i.e., a change in circumstances to such an extent that performance under the Contract becomes more difficult for one of the Contracting Parties) and neither Contracting Party shall be entitled to demand that the other Contracting Party and/or the court renew negotiations on the Contract due to a substantial change in circumstances giving rise to a gross imbalance in the rights and obligations of the Contracting Parties.

15.4. If any provision of the Contract or the GTC is deemed by a competent court or other authority to be apparent, invalid, or unenforceable, such provision shall be deemed deleted and the other provisions of the Contract or the GTC shall remain in force if it can be reasonably assumed that the Contracting Parties would have concluded the Contract even without such provision if they had recognized its apparent invalidity or unenforceability in time (severability clause). In such a case, the Contracting Parties shall, without undue delay, conclude an amendment to the Contract that will achieve the same result, and if this is not possible, then a result as close as possible to that which would have been achieved by the apparent, invalid or unenforceable provision.

15.5. The Contract constitutes the entire agreement between the Contracting Parties relating to its subject matter and supersedes any prior agreements and arrangements between the Contracting Parties relating to the same or similar subject matter. For the avoidance of doubt, the Contracting Parties agree that no terms and conditions of the Customer shall apply to the relationship arising from or related to the Contract; if the Customer refers to them during the conclusion of the Contract, the Contract shall not be concluded.





- 15.6. The Contract may be amended or supplemented exclusively in the form of written addenda, which must be concluded by both Contracting Parties. This Article 15.6 of the GTC does not affect the possibility of communication between the Contracting Parties in electronic form, including the possibility of terminating, withdrawing from, or amending the Contract in this manner.
- 15.7. The contractual relationship established by the Contract shall be governed by the laws of the Slovak Republic, excluding the conflict of laws provisions of private international law.
- 15.8. These GTC are valid from The Provider may amend or supplement the wording of the GTC in the future. However, any changes will not affect the rights and obligations arising during the validity of the previous wording of the GTC.

