

1. INTRODUCTORY PROVISIONS AND DEFINITIONS

- 1.1 **Innitech IT s. r. o.**, Company ID: 54840074, with its registered office at Velká okružná 17, 010 01 Žilina, registered in the Commercial Register of the District Court Žilina, Section Sro, Insert No. 80353/L (*hereinafter referred to as **the "Provider"***) is mainly a provider of web hosting, websites with all-in-one services, search engine optimization (SEO), content management systems (CMS), social media marketing (SMM), Google marketing, consulting, content creation, website design, website development and project management (*hereinafter referred to as **"services"***).
- 1.2 **The Candidate** is a natural or legal person who is interested in the Provider's services and who has requested the Provider to provide services on the basis of an order or has asked the Provider to conclude a contract.
- 1.3 **The Client** is a natural or legal person who has concluded a contract with the Provider and/or who has confirmed a Binding Order.
- 1.4 **The subject** of these General Business Terms and Conditions of the Provider (*hereinafter referred to as **the "GTC"***) is, in particular, the modification of the conditions for the provision of services by the Provider by the Client, as well as the modification of the mutual rights and obligations of the Provider and the Client.
- 1.5 **Draft Contract for** the purposes of these GTC means an expression of the Provider's will aimed at concluding a certain contract with the Provider, in particular a contract for work, a license agreement, a contract for the provision of services or a cooperation agreement. The draft Agreement also means the Provider's confirmation of receipt of the order, including the stated proposed price and the period for the provision of the ordered services by the Provider (*hereinafter referred to as the **"Draft Contract"***).
- 1.6 The order becomes binding for the Customer at the moment of expressing the Customer's consent to the proposed price and the period for the provision of the ordered services specified in the Provider's confirmation of receipt of the order (*hereinafter referred to as the **"Binding Order"***).
- 1.7 **Contract** means any contract in paper form concluded between the Provider and the Client. If the Provider provides services to the Client on the basis of a Binding Order without a certain contract being concluded between the Provider and the Client in paper form, the contract between the Provider and the Client shall be deemed to be a Binding Order, including any other arrangements between the Provider and the Client.
- 1.8 The contract is concluded on the day of its signature by the contracting parties. The Contract may also be concluded remotely on the day of the Binding Order of the Customer, delivered to the Provider by e-mail or other demonstrable means. By concluding the contract, a contractual relationship with mutual rights and obligations is established between the Provider and the Client.
- 1.9 Legal relations between the Provider and the Client are governed in particular by the contract, these GTC, the provisions of Act No. 513/1991 Coll. the Commercial Code, as amended (hereinafter referred to as the "*Commercial Code*"), Act No. 40/1964 Coll., the Civil Code, as amended (hereinafter referred to as *the "Civil Code"*) and other generally binding legal regulations valid in the territory of the Slovak Republic. For the avoidance of doubt, these GTC determine the choice of Slovak law for foreign business entities, within the meaning of § 261 in conjunction with § 23 of the Commercial Code.
- 1.10 **The Price List** means the Provider's price list for the services provided published on the Provider's website.
- 1.11 For the purpose of proper performance of contractual obligations, the Client is obliged to notify the Provider of a contact person who will communicate with the Provider on behalf of the Client and to whom the Provider will deliver documents. The Client undertakes to notify the Provider immediately of any change of contact person.

2. ORDERING SERVICES

- 2.1. The Customer may order services from the Provider that the Provider offers on its website. The Client may also order other services from the Provider, upon prior mutual agreement between the Customer and the Provider.
- 2.2. The Customer may order services from the Provider by email at: info@innitech.de. The Customer may also order services from the Provider in writing by sending an order to the address of the company's registered office.
- 2.3. Each order of the Candidate must contain: in the case of a natural person, name and surname, address of residence, e-mail address and telephone contact, date of order and indication of the services in which he is interested, including the date of performance of the services in question; in the case of a legal entity, business name, registered office, billing address, ID No., Tax ID and VAT ID if the legal entity is a VAT payer, name and surname of the contact person and his/her e-mail address and telephone contact, date of order and indication of the services in which he/she is

interested, including the date of performance of the services in question.

- 2.4. The Provider shall confirm to the Customer the delivery of the order in writing or by email, without undue delay, no later than 5 working days from the delivery of the order and at the same time notify the Customer of the proposed price and the period for the provision of the ordered services. The Provider is entitled to contact the Candidate by phone or e-mail at any time after sending the Draft Contract to the Candidate in order to verify the order or to supplement any required information.
- 2.5 In the case of the Customer's consent to the Draft Agreement, the Customer is obliged to send this consent to the Provider in writing or by email, without undue delay. At the moment of expressing the Customer's consent to the Draft Agreement, the order becomes binding for the Candidate (Binding Order). If the Customer does not agree with the Draft Contract, the Customer is obliged to notify the Provider of this fact in writing or by email; In this case, it is up to the parties to agree whether they will continue to negotiate the terms of the contract.
- 2.6 On the basis of a binding order, a contractual relationship shall be established between the Provider and the Client, from which mutual rights and obligations arise for the contracting parties. On the basis of a Binding Order, the Client is obliged to pay the price for the services ordered by him in the amount and period agreed between the parties.
- 2.7 The Provider reserves the right to cancel or reject a Binding Order, in whole or in part, if it is not possible to provide the ordered service or its part by the Provider; in such case, the Provider shall refund to the Client the amount paid by the Client for services that will not be provided by the Provider, or shall offer the Client the provision of other services or other solutions if the Client agrees. The Provider is entitled to cancel a Binding Order even if it cannot contact the Client for reasons on the part of the Client.
- 2.8 The Client is responsible for the truthfulness and correctness of the data provided by him in the order or Binding Order.
- 2.9 In the case of concluding a contract between the Provider and the Client in paper form, the mutual rights and obligations of the contracting parties shall be governed by this contract, these GTC, the provisions of the Commercial Code, the provisions of the Civil Code and other generally binding legal regulations, while in the event that the rights and obligations of the contracting parties are agreed in the contract differently from these GTC, the provisions of the contract shall take precedence over these GTC.

3 CONTRACT AND CONDITIONS FOR ITS CONCLUSION

- 3.1. By concluding a contract with the Provider, the Client agrees with these GTC and is bound by them. In case of different arrangements in the contract or Binding Order and in these GTC, the contractual arrangements or arrangements in the Binding Order shall take precedence.
- 3.2. The Client is obliged to submit all documents to the Provider and provide him with all information requested by the Provider and which is necessary for the conclusion of the contract.
- 3.3. For the purpose of concluding a contract with the Client, the Provider is entitled to verify in a lawful manner the veracity of the data provided by the Client on the basis of the submission of documents by the Client, as well as identification and other data provided by the Client. The person acting on behalf of the Client or the contact person specified by the Client is obliged to prove his identity, as well as the authorization to act on behalf of the Client.
- 3.4. The Agreement concluded between the Provider and the Client in paper form shall enter into force and effect on the day of its signature by both contracting parties, unless otherwise specified in the Contract. The Agreement concluded between the Provider and the Client at a distance on the basis of a Binding Order shall enter into force and effect on the day of delivery of the Binding Order to the Provider.

4 SCOPE, METHOD AND PLACE OF PROVISION OF SERVICES

- 4.1. The scope, method and place of provision of services, including the period for the provision of services, are specified in the contract or in the Binding Order.
- 4.2. The condition necessary for the provision of services by the Provider in the contractually agreed scope and quality is the provision of technical and administrative conditions by the Client and the provision of cooperation to the Provider by the Client necessary for the provision of services as well as cooperation that the Provider requests the Client to provide.
- 4.3. During the period when the Client is in delay with fulfilling the conditions specified in par. 4.2 of this Article of the GTC or with providing the cooperation necessary for the provision of services as well as cooperation requested by the Provider of the Client, the Provider shall not be in delay in fulfilling its contractual obligations.

5 TIME LIMIT FOR PROVISION OF SERVICES

- 5.1. The time limits for the provision of services are regulated in the contract or Binding Order.
- 5.2. The Provider is entitled to unilaterally extend the period for the provision of services, even repeatedly. The Provider shall notify the Client immediately of the extension of the period for the provision of services, in writing or by email, while in case of disagreement of the Client with the extension of the period for the provision of services, the Client is entitled to withdraw

from the contract or binding order. If the Client does not object to the extension of the period within 5 days, he is deemed to agree with the extension of the period for providing the service.

- 5.3. The Provider shall notify the Client of the provision of services in writing or by e-mail by sending a report (report), whereby the services shall be deemed to have been provided.

6 PRICES FOR THE PROVISION OF SERVICES AND PAYMENT TERMS

- 6.1. The Provider provides services to the Client at the price agreed in the Contract or Binding Order and in accordance with the valid legal regulations of the Slovak Republic.
- 6.2. The price for the provision of services is exclusive of value added tax (*hereinafter referred to as "VAT"*).
- 6.3. VAT will be charged on the price for the provision of services in accordance with applicable law.
- 6.4. If the prices for the provision of services are specified in the Price List, the contracting parties may negotiate other prices than those specified in the Price List.
- 6.5. Unless otherwise agreed between the Provider and the Client in the contract or Binding Order, the Provider shall issue an invoice to the Client for the provision of services, as a rule, at the beginning of the invoicing period with a maturity of 7 days from issuance. The billing period is usually one calendar month, which always starts on the first day of a calendar month and ends on the last day of a calendar month. In the event that the provision of services commences or is terminated during the billing period, the price for the provision of services shall be charged as an aliquot for that billing period.
- 6.6. Unless otherwise specified in the Contract or Binding Order, the Provider is entitled to issue to the Client an advance invoice for payment of 50% of the price of services (*hereinafter referred to as the "Deposit"*) with a maturity of 7 days from issuance. In the event of the Client's delay with the payment of the Advance under this point, the Provider shall not be delayed with the provision of services. If the Client is late with the payment of the Deposit by more than 15 days, the Provider has the right to withdraw from the contract. The Provider is entitled to compensation.
- 6.7. The price for the provision of services or any monetary obligation of the Client to the Provider shall be deemed to be paid at the moment of crediting the funds to the Provider's account.
- 6.8. In the event of the Client's delay with the payment of any financial obligation due by the Client towards the Provider, the Provider is entitled to payment of default interest in the amount of 0.05% of the outstanding amount for each day of delay. The

Provider's right to compensation shall not be affected by the payment of interest for late payment.

7 RIGHTS AND OBLIGATIONS OF THE PROVIDER

- 7.1. The Provider is obliged to provide services properly and in a timely manner and in the required quality in accordance with the contract or a Binding Order, to submit to the Client a clear and comprehensible bill of services, to process the Clients' personal data according to Article 10. of these GTC, to provide services in accordance with the contract or the Binding Order, inform the Client about changes affecting the provision of services, maintain confidentiality about all facts, of which he became aware in connection with the provision of services to the Client.
- 7.2. In particular, the Provider has the right to pay the price for the provision of services to the Client properly and in a timely manner, to compensate the Provider for damage caused to the Provider by the Client, to verify the veracity of the data provided by the Client based on the submission of documents by the Client and the Client's identification data, to issue an advance invoice to the Client before the start of the invoicing period, to state the Client's business name in its promotional and marketing materials, or on the web presentation of its services and the Client, by concluding a contract with the Provider, provides the Provider with consent to state its business name for the stated purposes, to interrupt or limit the provision of services in accordance with Article 14 of these GTC.

8 RIGHTS AND OBLIGATIONS OF THE CLIENT

- 8.1. In particular, the Client is obliged to use the provided services exclusively in accordance with the law, the contract and the GTC, to comply with the principles of good morals and public order, to pay the price for the provision of services properly and in a timely manner in accordance with the contract or the Binding Order and these GTC, to notify the Provider in writing or by e-mail of any changes of contact persons and their contact details and all information, that may affect the fulfillment of contractual obligations and, at the request of the Provider, submit a document proving such changes, provide the Provider with the cooperation necessary for the fulfillment of contractual obligations as well as cooperation requested by the Provider, take all necessary measures to prevent possible misuse of the services provided by third parties.
- 8.2. The Client has the right to provide services properly and on time and at the agreed price, to the extent and according to the specification agreed in the Contract or Binding Order, to remove defects in the provided services free of charge in the case and under the conditions specified in Article 15 of these GTC, to terminate the contract in the case and under the conditions specified in Article 15 of these GTC.

9 OPERATING DATA

- 9.1. Traffic data are data related to the Client and to the specific transmission of information in the network and arising during this transmission, which are processed for the purpose of transmitting a message over the network or for billing purposes.
- 9.2. The Provider is entitled to process the Client's operating data for the purpose of providing services to the Client or invoicing.
- 9.3. Unless otherwise specified below, the Provider is entitled to process the Client's operating data on the basis of the Electronic Communications Act even without the Client's consent for the purposes of providing the service, its billing and invoicing, answering the Client's questions, handling complaints, detecting illegal actions and providing assistance to authorized state authorities under the relevant provisions of the Electronic Communications Act or other legal regulations.
- 9.4. The Provider is entitled to process the Client's traffic data without the Client's consent also for other purposes and to a different extent, if permitted or stipulated by the Electronic Communications Act or other legal regulation.
- 9.5. The Provider is entitled, to the extent necessary, to process and store operational data under the validity and effectiveness of the contract, as well as after its termination, if this is necessary to achieve the purpose of processing, in particular for the purposes of invoicing, receipt and recording of payments, registration, recovery and assignment of receivables, handling complaints and complaints of the Client, as well as for exercising rights or fulfilling obligations stipulated by legislation. The Provider is also entitled to retain operational data to the extent necessary until the expiry of the period during which it is possible to legally challenge the billing of services or to claim payment for services by the Provider. In the event of initiation of a complaint, an out-of-court settlement of a dispute by the competent authority or a court proceeding for the billing of the service or for the quality of the service provided, or in the case of disputes concerning the interconnection of networks, the Provider is entitled to store traffic data to the extent necessary until the final termination of these procedures and until the expiry of the deadlines for seeking legal remedies against decisions issued in these proceedings.
- 9.6. The Provider may process the Client's operational data for the purpose of marketing services or for the purpose of providing value-added services only with its prior consent, while it is obliged to inform the Client before obtaining its consent about the type of traffic data, the purpose of processing traffic data and the time of processing such data. The client may revoke his/her consent to the processing of traffic data for the stated purposes at any time.

- 9.7. Only persons acting on the authority or authority of the Provider may process traffic data to the extent necessary for the purposes of ensuring the management of network, service or network traffic and services, billing, handling user questions, detecting illegal activities, providing cooperation to other state bodies, marketing services or providing value added services.

10 PRIVACY POLICY

- 10.1. Personal data for the purposes of these GTC are, in particular, name, surname, address of residence, registered office, date of birth, identification number, identification document number, email address and telephone number, IP address. By concluding the contract, the Client, who is a natural person, confirms that he has provided the personal data to the Provider voluntarily and that the personal data provided by him are accurate and true. By sending the order, the Interested Party, who is a natural person, confirms that he has provided the personal data to the Provider voluntarily and that the personal data provided by him are accurate and true.
- 10.2. The Provider collects, processes, stores and deletes all personal data provided to it by the Client or the Candidate in accordance with the provisions of Act No. 18/2018 Coll. on the Protection of Personal Data and on Amendments to Certain Acts and 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, repealing Directive 95/46/EC (General Data Protection Regulation) (*hereinafter referred to as "GDPR"*).
- 10.3. The Provider undertakes to process the personal data of the Client or the Candidate only for the purpose of providing services.
- 10.4. By concluding a contract with the Provider and the Customer by sending an order, the Client grants the Provider consent to the processing, collection and storage of his personal data for the purposes of concluding the contract, taking the necessary measures prior to the conclusion of the contract, providing services in accordance with the contract, processing the order of the Client or the Candidate, communication with the Client or the Candidate related to the provision of services, fulfillment of contractual and legal obligations, as well as other acts inextricably linked to the services ordered or provided.
- 10.5. The Provider is entitled to process personal data beyond the scope or purpose specified in these GTC only a) on the basis of prior consent provided by the Client voluntarily and for a predetermined purpose, scope and period. The client has the right to withdraw such consent at any time in writing. The withdrawal of consent is effective on the day of its delivery to the Provider in person, by post or e-mail or b) an

obligation arising from a generally binding legal regulation or a decision of a public authority.

- 10.6. The Client or the Candidate as the data subject has the right to request from the Provider access to personal data relating to the data subject, the right to correct personal data, the right to delete personal data or the right to restrict personal data, the right to object to the processing of personal data, as well as the right to the portability of personal data.
- 10.7. The Provider is entitled to use the personal data provided by the Client also for the purposes of its own marketing to the extent of stating the Client's business name in references, offer materials, presentations and on its website, based on the Client's prior consent.
- 10.8. The Provider is obliged to protect the processed personal data against their damage, destruction, loss, alteration, unauthorized access and disclosure, provision or disclosure, as well as from any other illegal methods of processing.
- 10.9. The Provider is obliged not to provide personal data to third parties, not to use personal data for other than the agreed purpose, not to misuse for its own benefit or the benefit of a third party and not to handle personal data in violation of this article of the GTC.
- 10.10. The Provider is obliged to delete personal data without undue delay after the purpose of their processing or storage has been fulfilled, in particular after termination of all contractual relations between the Client and the Provider, after termination of all obligations of the Client towards the Provider, after handling all complaints, requests and claims of the Client against the Provider, after expiry of the period during which the Provider is obliged to store personal data in accordance with the GDPR.
- 10.11. The Client or the Candidate grants the Provider consent to the processing of personal data and sending commercial information for an indefinite period of time, and may revoke this consent at any time in writing. The withdrawal of consent is effective on the day of its delivery to the Provider in person, by post or email.

11 OBLIGATION OF CONFIDENTIALITY

- 11.1. The Provider, the Client and the Customer undertake not to misuse and to maintain confidentiality about all facts, information and data they have learned in connection with the provision of services under the contract or order, as well as about the content of the contract or order, and to protect them from their misuse by third parties, and at the same time undertake not to disclose any documentation related to the subject of the contract or order to a third party, until the information protected under this Agreement or order becomes publicly available in a legally

permissible manner. The Provider, the Client and the Customer, including their employees and/or contractual partners involved in the performance of the contract or order, may not use this information, facts and data contrary to their purpose, for their own needs or for the needs of third parties in violation of the contract or order and generally binding legal regulations.

12 LIABILITY AND COMPENSATION FOR DAMAGE

- 12.1. The Provider and the Client are liable for damage caused by breach of any of their obligations arising from their contractual relationship and from applicable legal regulations. In the event of a breach of its obligation under the contractual relationship by one party (the Provider or the Client), the latter is obliged to compensate the damage caused to the other party (the Provider or the Client), unless it proves that the breach of obligations was caused by circumstances excluding liability.
- 12.2. Circumstances excluding liability are considered to be an obstacle that occurred independently of the will of the obligated party and prevents it from fulfilling its obligation, if it cannot reasonably be expected that the obligated party would have averted or overcome this obstacle or its consequences and furthermore that it would have foreseen this obstacle at the time of the obligation (e.g. war, fire, flood, earthquake, strike, power cut, decision of a public authority, etc.). Liability does not exclude an obstacle that arose only when the obligated party was late in fulfilling its obligation or arose from its economic circumstances. The effects excluding liability shall be limited only to as long as the obstacle to which those effects are attached persists.
- 12.3. The Provider shall be liable for damage to the Client incurred by breach of its obligation to provide services to the extent, standard and quality of the Agreement and the obligation to remove properly and timely claimed defects only if the Provider is at fault for the breach of its obligation, in which case the Provider is obliged to compensate the Client for the damage incurred therein up to the maximum amount of the price of the service that the Provider is entitled to charge the Client for a calendar month under the Agreement, in which there has been a culpable breach of the Provider's obligation or up to the amount of the price agreed in the contract for a particular service.

13 CLAIM

- 13.1. The Provider undertakes to provide services to the Client in the agreed scope and quality.
- 13.2. The Client has the right to free elimination of defects of the provided services that occurred through no fault of the Client.
- 13.3. The Client is obliged to immediately report to the Provider all failures of the provided services and by e-

mail to: info@innitech.de. In addition to describing the problem, the fault report must also contain the Client's identification, company name and ID number, as well as the name of the contact person and his/her mobile phone number for the purpose of eliminating the reported fault as soon as possible.

- 13.4. In the event that the Client does not report the defects by email according to par. 13.3 of this Article of the GTC, the Provider shall not be liable for failure to eliminate the defect.
- 13.5. By reporting a fault in accordance with par. 13.3. of this Article of the GTC, the period for elimination begins. Within this period, the Provider is obliged to take the necessary measures to eliminate the defect. The deadline for eliminating the fault is 180 days, if the fault was reported during working days between 8.00 a.m. and 5.00 p.m. If the fault was reported outside the times and days specified in the previous sentence, the fault elimination period begins to run on the day following the date of reporting the fault, starting at 8.00 a.m., unless otherwise agreed in the contract.
- 13.6. The fault is considered to be eliminated at the moment of restoration of the functionality of the provided services or at the moment of restoration of the agreed level of their quality. The Provider shall notify the Client of the elimination of the defect.
- 13.7. In the event of a failure, the Client is obliged to allow employees of the Provider or persons authorized by the Provider to access the devices or the network in order to eliminate the failure.
- 13.8. The Client is entitled to complain about the services provided to which the fault was reported, in the event that the failures reported by the Client under this Article of the GTC are not removed by the Provider within the period for eliminating the defect.
- 13.9. The Client is obliged to submit the complaint in writing, no later than within 30 days from the date of expiry of the period for eliminating the defect, while the filing of the complaint does not relieve the Client of the obligation to pay the invoiced amount for the provision of services within the period. The complaint must contain the Client's identification data, contact person, contract number and the subject of the complaint described in a comprehensible manner. In the event that the Client does not exercise his/her right within the specified period, his/her right expires at the expiry of the period.
- 13.10. Complaints will be handled within the period corresponding to the complexity and technical or administrative complexity of the complaint, namely within 15 days if it is a simple case of complaint, within 30 days if it is a more complex case of complaint.

14 LIMITATION AND INTERRUPTION OF SERVICES

- 14.1. The Provider is entitled to limit or interrupt the provision of services due to (i) misuse of the provided services, ii) use of the provided services to support, create possibilities or engage in any illegal or activity contrary to good morals or rules of decency, in particular to transmit offensive, harassing or malicious communication or to spread alarm messages or threatening information, (iii) provision of services to third parties without written agreement by the Provider (iv) in the event of the Client's delay with payment of the price due for the services provided more than 7 days from the delivery of a written or e-mail notice to the Client by the Provider (*hereinafter referred to as a "reminder"*) (v) in the event of a material breach of another contractual obligation of the Client despite a written warning to the Client of a material breach of contractual obligation sent by the Provider.
- 14.2. In the event of limitation or interruption of the provision of services by the Provider for the reasons specified in par. 14.1 of this Article of the GTC, the Provider shall resume the provision of services after the reasons for which the provision of services was limited or interrupted have ceased to exist, and in the event of limitation or interruption of the provision of services by the Provider for a reason according to par. 14.1. (iv) of this Article of the GTC, the Provider shall resume the provision of services only after payment of the due amount for the services provided.

15 DURATION AND TERMINATION OF THE AGREEMENT

- 15.1. The Agreement shall enter into force and effect on the date specified in the Binding Order or in the Contract and shall be concluded for the period agreed upon by the Contracting Parties. The parties may agree to conclude a contract for an indefinite period.
- 15.2. A contract concluded for an indefinite period may be terminated (i) by agreement of the parties, (ii) by written notice for any reason or without giving any reason. The period of notice is 3 calendar months and begins on the first day of the calendar month following the month in which the notice was delivered to the other contracting party.
- 15.3. A fixed-term contract may be terminated (i) by agreement of the parties, (ii) by written notice for any reason, but only if the service has not yet been provided. The period of notice shall be one calendar month and shall begin on the first day of the calendar month following the month in which the notice was delivered to the other Contracting Party.
- 15.4. A fixed-term contract ends (i) at the expiry of the period for which it was concluded, (ii) on the fulfilment of the purpose for which it was concluded.
- 15.5. The contract may also be terminated by written withdrawal from the contract by one of the contracting parties.

- 15.6. The Provider is entitled to withdraw from the Contract in the event of a material breach by the Client, especially if the Client (i) has not paid the price for the services provided even within 30 days after its due date, (ii) uses the services in a manner contrary to the Contract or these GTC, (iii) repeatedly violates the Contract or the GTC (in particular, repeated delay with payment of the price of the service, abuse of the service provided, etc.).
- 15.7. The Client is entitled to withdraw from the Contract without penalties if (i) the Provider fails to fulfill its obligations under the Contract despite being notified in writing, (ii) the Client does not accept substantial changes to the GTC, in which case the Client is entitled to withdraw no later than 30 days from the date on which the material changes to the GTC were notified to him by the Provider, (iii) the Provider does not notify the Client of a substantial change of the GTC, in this case, the Client is entitled to withdraw from the contract no later than 30 days from the day on which he became aware of the substantial change of the GTC, but no later than 3 months from the effective date of the substantial change of the GTC; The Client does not have the right to withdraw from the contract according to par. 15.7 (ii) and (iii) of this Article of the GTC if a substantial change in the GTC is directly or indirectly caused by a change in a generally binding legal regulation, a decision of a public administration body or a European Union body (iv) Even after repeatedly acknowledged complaint of the Client, the Provider does not provide services in the quality and scope under the Contract, in which case the Client is entitled to withdraw from the contract within 30 days from the date of delivery of the notification of the settlement of the repeated complaint its recognition, but only if the breach of the Provider's obligations under this Section 15.7.
- 15.8. The effects of withdrawal from the Contract shall occur on the day of delivery of the written withdrawal to the other contracting party.

16 WORK & LICENSE

- 16.1. The Parties agree that if the provided services include the execution of a work or a work is made as part of the provision of services, and this work meets the legal conditions of the author's work, the Provider grants the Client a license by which the Provider grants the Client permission to use the author's work contained in the work or its part (*hereinafter referred to as the "Author's Work"*), for all transferable uses known at the time of concluding the Agreement, in particular, but not exclusively, for reproduction of the Author's Work, inclusion of the Author's Work in a collective work, connection of the Author's Work with another work, modification, modification and processing of the Author's Work. The license is granted as an exclusive license in territorially, materially and temporally unlimited scope.
- 16.2. The Client, as the Licensee, shall have the right to use the Work, to allow third parties to use the Work and

to sub-license the use of the Work to third parties. For this purpose, the Provider, as the licensor or author of the Author's Work, grants consent to the above and, if the Client requests it at any time in the future, undertakes to confirm such consent and sign any documents required in this matter in the future. The remuneration for granting the License, as well as for granting consent to the granting of a sub-license or assignment of a License, is already reflected in the price set for the execution of the Work and the Provider will therefore not be entitled to any further remuneration, unless the parties agree otherwise.

17 DISPUTE RESOLUTION

- 17.1. The Client undertakes to resolve all possible disputes arising between the Client and the Provider from or in connection with legal relations established by the Contract, including disputes about the validity, interpretation, implementation or termination of the Contract, preferably by out-of-court negotiations with the Provider. In the event that the Provider does not reach a mutual agreement on the settlement of the dispute within 30 days from the date of delivery of the written request for out-of-court negotiations, the Client is entitled to resolve the matter in court.
- 17.2. The Parties agree to preferentially resolve any potential disputes by agreement of the Parties. If the parties do not agree on an out-of-court settlement of the dispute, the competent courts of the Slovak Republic will be and these disputes will be resolved exclusively according to the law of the Slovak Republic.

18 AMENDMENT OF THE CONTRACT, GTC AND PRICE LIST

- 18.1. Any amendments to the contract may be made only with the agreement of the parties, in the form of written amendments to the contract, unless otherwise specified.
- 18.2. The Provider is entitled to unilaterally change these GTC or the Price List during the term of the contract.
- 18.3. The Provider undertakes to notify the Client of any substantial change of the GTC, the Price List within 7 days from the date of entry into force of such change.
- 18.4. The Provider shall notify the change of the GTC or the Price List on the Provider's website, thereby fulfilling its notification obligation towards the Client.

19 FINAL PROVISIONS

- 19.1. In the event that any provision of these GTC is or becomes invalid, unenforceable or ineffective, such invalidity, unenforceability or ineffectiveness shall not result in the invalidity, unenforceability or ineffectiveness of the remaining provisions of the GTC.

- 19.2. These GTC shall enter into force and effect on the day of their publication on the Provider's website.
- 19.3. The rights and obligations of the Contracting Parties not regulated by these GTC are governed by the relevant provisions of the law, in particular the relevant provisions of the Commercial Code.
- 19.4. The Parties agree that all communication between them takes place in the Slovak language, unless the Provider specifies another language.
- 19.5. The Contracting Parties exclude that, beyond the express provisions of the Agreement and/or any other Agreement, any rights and obligations are derived from the practice that will be established between them or from generally observed business practices relating to the subject matter of the Agreement.
- 19.6. According to § 401 of the Commercial Code, the parties negotiate a limitation period for rights arising from the License Agreement and/or another Agreement in favor of the Provider in the period of ten (10) years from the date when the right could be exercised for the first time.
- 19.7. The customer declares that he assumes the risk of changing circumstances.
- 19.8. The Company is not bound by any codes of conduct in relation to the Customer.
- 19.9. The Contracting Parties acknowledge that according to § 524 of Act no. 40/1964 Coll. of the Civil Code, any rights or obligations under the Contract may be transferred or assigned by the Provider to a third party even without the consent of the Client. The Client may assign or transfer any of its rights or obligations under the Agreement to a third party only with the prior written consent of the Provider.
- 19.10. The Provider is entitled to unilaterally set off all its receivables against the Client, including receivables not due under § 359 and § 360 of the Commercial Code.
- 19.11. If the Provider fails to exercise any of its rights under the Agreement or exercises it in part or delay, this shall not have the effect of a waiver of such right and any partial exercise of such right shall not prevent any other or further exercise thereof or for the exercise of any other right, unless otherwise provided by applicable law.
- 19.12. These GTC are without prejudice to the relevant provisions of Act No. 185/2015 Coll. The Copyright Act, as amended, or other legislation regulating the use of computer programs and databases, nor the sanctions provided for by such legislation for their illegal use.