

BUSINESS TERMS AND CONDITIONS OF THE COMPANY THESHOP S.R.O.

Company **theshop s. r. o.**, with registered office at Na bráne 4, 010 01 Žilina, Slovak Republic, ID No. 53 593 979, registered in the Commercial Register of the District Court of Žilina, section Sro, insert no. 79686/L (hereinafter referred to as the "Provider"), issues the **following terms and conditions for the establishment and provision of the e-commerce platform theshop** (hereinafter referred to as the "TC"):

Article I Definition of basic terms

In addition to the terms used in the introduction of these TCs and in other provisions of these TCs, the following terms (so-called legislative abbreviations) will have the following meanings:

1. "Copyright Act": Act No. 185/2015 Coll. Copyright Act as amended.
2. "Package": Packages of PaaS Services assembled by the Provider. Individual Packages are paid for and differ in the number of included functions and price.
3. "Price of PaaS Services": the remuneration due to the Provider for the establishment and provision of PaaS Services to the Customer according to Article V of these TCs.
4. "Price list": a document containing the currently valid prices of PaaS Services and Service Services. The current price list is attached to these TCs.
5. "Cloud": a collection of System Equipment, System Resources and other technical devices for the use of PaaS Services by the Customer and/or User, secured and operated by the Provider and/or a third party and accessible via the Internet.
6. "Documentation": PaaS configuration and user manual, or other documentation designated by the Provider.
7. "Availability": the state when the PaaS Services are available to the Customer according to the parameters and under the conditions defined in Article VIII of these TCs.
8. "Account": the virtual space of each Customer on the Cloud for the purpose of using PaaS Services, to which the Customer and, to the extent determined, the Users designated by him have exclusive access.
9. "License": the Provider's consent to use the Software to the extent and under the conditions specified in these TCs.
10. "Commercial Code": Act no. 513/1991 Coll. Commercial Code as amended.
11. "Customer": is a legal entity or a natural person, an entrepreneur, who, following the procedure specified in these TCs, has bindingly ordered the selected Package from the Provider.
12. "Users": persons authorized by the Customer or another person who has been granted authorization by the Customer to add Users for user access to the Customer's Account.
13. "Determining period": the time-limited period of the Customer's access to a specific Package. The decisive period lasts 12 (twelve) months from the date of launch of a particular Package.
14. "PaaS": short for "Platform as a Service", i.e. platform as a service.
15. "Registration Form": the form available on the Website, which constitutes the binding order of the Customer to the Provider in relation to the PaaS Services.
16. "Service services": services provided by the Provider to the extent defined in Article IX of these TCs.
17. "Software": theshop software, developed by the Provider, for which the Provider grants a License to the Customer to the extent according to these TCs.
18. "PaaS service": service provided by the Provider under the conditions specified in these TCs.
19. "System resources": the summary of performance parameters provided to the Customer. System resources mainly consist of virtual operating memory (vRAM), virtual processor (vCPU) and virtual space (vHDD).
20. "System equipment": a summary of hardware and/or software equipment, provided by the Provider, in order to ensure the proper provision of PaaS Services.

21. "Purpose": is the purpose for which the Software serves, namely for the administration of the Customer's e-shop.
22. "Virtual Server": the aggregate of allocated System Resources and System Equipment. Management and operations with the Virtual Server are performed by the Provider, unless the Contracting Parties have agreed otherwise.
23. "Website": the Provider's website www.theshop.dev.
24. "Contract": the contract for the provision of PaaS Services concluded between the Contracting Parties. The contract and TC represent an inseparable whole.
25. "Parties": Provider and Customer together.

Article II

Introductory provisions - subject of the Agreement

1. These TCs govern all contractual relationships and all mutual rights and obligations of the Contracting Parties that arose or are related to the conclusion and performance of the Contract.
2. The Provider provides PaaS Services to the Customer on the basis of the Agreement through the Cloud under the conditions set forth in these TCs.
3. By concluding the Agreement:
 - a. The provider undertakes:
 - i. to provide PaaS Services to the Customer during the duration of the Agreement,
 - ii. ensure the maintenance, functionality and availability of the PaaS Services for the Customer,
 - b. The customer commits:
 - i. use the PaaS Services exclusively for the purpose specified in these TCs and in the manner and under the conditions according to these TCs;
 - ii. to pay the Provider the Price of PaaS Services in the amount, depending on the selected Package, specified in the Price List.
4. For the avoidance of any doubt, the Customer declares and acknowledges that the subject of the Contract is not:
 - a. creation and/or operation of the e-shop website and/or other sales channel of the Customer,
 - b. providing support related to the operation of the e-shop website and/or other sales channel of the Customer.

Article III

Conclusion and amendment of the Agreement

1. The contracting parties conclude the Contract in electronic form in the manner and on the basis of the conditions set forth in these TCs.
2. Before making the PaaS Services available, the customer is obliged to register on the Website by filling out the Registration Form. The customer is obliged to fill in all the mandatory data listed in the Registration Form. By sending the Registration Form, the Customer confirms and guarantees that these data are correct, complete, true and up-to-date; otherwise, the Provider cannot guarantee the availability and provision of PaaS Services properly and on time.
3. The Registration Form includes the wording of these TCs, with which the Customer is obliged to familiarize himself thoroughly and at the same time he is entitled to download the TCs by pressing the link to "Business Terms" at the end of the Registration Form; the current effective wording of the TC is always published on the Website.
4. The registration form sent according to point 2 of this TC article constitutes a binding order from the Customer to the Provider in relation to the PaaS Services.

5. After registration, a confirmation e-mail with a link will be sent to the Customer, to the e-mail address he provided in the Registration Form. The Customer confirms his agreement with these TCs by clicking on the link according to the previous sentence. The moment the link is clicked, the Agreement between the Contracting Parties is considered concluded. With this act, the Customer also confirms that he has read, understands and fully agrees with the wording of the TC, the rights and obligations of the Contracting Parties and the conditions for the provision and use of PaaS Services.
6. After confirming the e-mail address entered by the Customer in the Registration Form, the Provider will send the Customer to this e-mail address a link to a website where the Customer can create his own password for accessing the Customer's Account. The customer is entitled to change this password in his Account settings.
7. After the PaaS Services are made available, the Provider will also make the Documentation available to the Customer.
8. The place of performance of this Agreement is the Cloud, where all System Resources and System Equipment are located.

Article IV PaaS Service Packages

1. The provider offers the following PaaS Service Packages:
 - a. starter,
 - b. professional,
 - c. Enterprise.
2. The content and range of functions of individual Packages is defined in the Price List.
3. The selection of a specific Package of PaaS Services is made by the Provider based on information from the Customer and/or a third party.
4. The Customer is entitled, through his Account, to request the Provider to change the Package from a lower Package to a higher Package (upgrade) at any time during the Determining Period. The Package will be changed immediately after clicking on the link sent by the Provider to the Customer via e-mail. In the next invoice, the Provider will invoice an aliquot part of the price of the changed higher Package, for the remaining period of the Decision Period.
5. After payment of the PaaS Services Price for a higher Package, the lower Package expires and a higher Package will be made available to the Customer under the following conditions:
 - 5.1. a higher Package will be made available to the Customer for a period of 12 (twelve) months, unless the Contracting Parties agree otherwise,
 - 5.2. by making a higher Package available, the lower Package ceases, while the Customer is not entitled to a refund of the PaaS Services Price for making a lower Package available, not even a part of it.

Article V Price and payment terms

1. The current Price List is attached to these TCs. By agreeing to these TCs, the Customer declares that he has properly familiarize himself with the Price List and accepts it without reservation. The price of the Enterprise Package will be provided by the Provider at the special request of the Customer.
2. The price of PaaS Services is set for a period of 12 (twelve) months. In addition to the PaaS Service Price, the Provider is entitled to charge the Customer a one-time setup fee, in accordance with the Price List. Actions connected and related to the preparation of the environment will be performed by the Provider on the basis of a special written order of the Customer confirmed by the Provider.
3. The Provider will issue the first invoice after completing the Registration Form and after concluding the Agreement. Subsequently, the Provider regularly issues an invoice 14 (fourteen) calendar days before the

end of the Decision Period. The due date of the invoice is 14 (fourteen) calendar days from the date of delivery of the invoice to the Customer's e-mail address; the current Price List of the Provider is decisive for determining the Price of PaaS Services and the Price of Service Services for the Customer. All prices listed in the Price List are exclusive of value added tax (VAT).

4. In the event that the invoice issued by the Provider does not contain the requirements according to the applicable legal regulations and/or is drawn up incorrectly in terms of content, the Customer is entitled to return the invoice to the Provider within the due date, in which case the invoice is payable only within the due date of the issued and delivered corrected (new) invoice. the invoice, which will contain the requirements according to the applicable legal regulations and/or will be correct in content.
5. In the event that there is a change in the Customer's data, which is necessary for issuing an invoice, compared to the data originally stated in the Registration Form, the Customer is obliged to notify the Provider of these changes in writing without undue delay via e-mail sent to the address: license@theshop.dev.
6. The invoice is considered properly and timely paid by the Customer until the day the entire invoiced amount is credited to the Provider's account, which is specified in the relevant invoice.

Article VI Rights and obligations of the Contracting Parties

1. In order to properly and timely fulfill the Provider's obligations under the Contract, the Customer is obliged to immediately provide the Provider with all necessary cooperation requested and notified to the Customer by the Provider; otherwise, the Provider is not responsible for any delay in providing performance under this Agreement, nor for damages that may arise in connection with any delay of the Provider, which was affected by the Customer's failure to cooperate properly and on time.
2. The Provider undertakes to provide the Customer with PaaS Services in accordance with valid and effective generally binding legal regulations and, before the changes to the relevant generally binding legal regulations take effect, to perform all actions necessary to ensure compliance of the provided PaaS Services with new generally binding legal regulations, in particular to perform the necessary updates and updates.
3. The customer is obliged to ensure that his access data to the Account cannot be misused by unauthorized persons. The Customer is not entitled to provide access to his Account, which he uses on the basis of these TCs, to third parties, unless the Contracting Parties agree otherwise in writing.
4. The customer bears full responsibility for all actions that are performed from his account. In case of suspicion of misuse or access to the Account to a third party, the Customer is obliged to inform the Provider immediately. In the event of a justified concern that the Account is or may be misused, the Provider is entitled to block the Account, or to ask the Customer in writing to change the password.
5. The Provider is not responsible for damages that the Customer may incur as a result of disclosure or misuse of his access data to the Account.
6. Access to the PaaS Services requires an internet connection, which is provided by the Customer. The Provider does not ensure the Internet connection and is not responsible for the decisions and actions of the Customer related to the provision of access via the Internet to the PaaS Services, or overall security of the device through which the Customer accesses his Account.

Article VII Terms of limitation of provision of PaaS Services

1. The Provider is entitled to temporarily interrupt and/or limit the provision of PaaS Services, without this being considered a breach of the Agreement, if the Customer:
 - a. abuses the PaaS Services or if the Customer allows their abuse, until the abuse is removed or technical measures are taken to prevent this abuse. Abuse of PaaS Services is mainly:

- i. carrying out any illegal or other inappropriate activity that is contrary to the applicable legal regulations of the Slovak Republic, through the provided PaaS Services;
 - ii. dissemination and enabling the dissemination of illegal or particularly inappropriate communications;
 - iii. spreading and enabling the spread of computer viruses;
 - iv. violating and enabling the violation of intellectual property rights, in particular copyright or industrial property rights;
 - v. breaching the security of networks and systems;
 - vi. unauthorized access or attempt to gain unauthorized access to data in networks and systems.
 - b. fails to pay any invoice issued by the Provider within the due date, even after notifying the Provider and specifying an additional payment period, until full payment of the invoiced amount;
 - c. has substantially violated other provisions of the Contract or TC, if the Customer has been notified by the Provider of the possibility of interruption and/or restriction for this reason.
2. The case of interruption and/or limitation of the provision of PaaS Services according to point 1 of this article is not a breach of the Agreement, and such interruption and/or limitation does not establish the right of the Customer to pay any financial or other compensation, nor to provide a discount from the Price of PaaS Services.

Article VIII **Availability of PaaS Services**

1. The Provider guarantees the level of Availability of PaaS Services in the range of 99.9% (ninety-nine full nine percent).
2. The parties agree that the level of Availability of the PaaS Services is measured on an annual basis and is determined based on the following formula: $\text{Availability} = \frac{\text{Availability Time during one year}}{\text{Availability Time during one year} + \text{Unavailability Time during one year}}$
3. The PaaS Services Availability measurement period does not include:
 - a. Outages of PaaS Services notified in advance by the Provider in writing (through the Website will suffice) for the purpose of performing a release and/or update of PaaS Services,
 - b. outages in the provision of PaaS Services caused by defects in technical equipment or third-party software,
 - c. outages in the provision of PaaS Services caused by the Customer's unauthorized intervention in the System Equipment,
 - d. outages in the provision of PaaS Services caused by events unforeseeable and beyond the Provider's control (e.g. flood, fire, earthquake, terrorist attack, war, etc.),
 - e. outages in the provision of PaaS Services caused by non-cooperation on the part of the Customer.

Article IX **Service services**

1. For a special fee in accordance with the Price List, the Provider provides Service Services, consisting in solving unexpected and urgent problems and error states of PaaS (hereinafter referred to as "Incident") through service interventions based on notifications from the Customer. The Provider provides Service Services exclusively within the Professional and Enterprise Packages.
2. The Provider provides Service Services during working days from 9:00 a.m. to 4:00 p.m. CET.
3. The Customer is entitled to notify the Provider of Incidents as follows:
 - a. through the Chat service on the Website, or
 - b. by entering technical requirements within the Customer's account
 - c. by e-mail sent to: help@theshop.dev.

4. The Provider undertakes to the Customer that it will deal with Incidents depending on their severity, while:
 - 4.1. **A – high severity** is assigned to Incidents that are urgent and operational problems prevent the provision of PaaS Services, especially if PaaS Services are unavailable or available only in a significantly limited mode. Incidents of high severity are dealt with by both Contracting Parties with the highest priority, and the Contracting Parties continue with the solution until the functionality of the level of PaaS Services that was before the occurrence of the Incident is reached.
 - 4.2. **B – medium severity** is assigned to Incidents that will affect Users only to a minimal extent if the Incident is not resolved by the Provider,
 - 4.3. **C – low severity** is assigned to Incidents that have no impact on Users or to Incidents that do not belong either to High Severity Incidents or Medium Severity Incidents.
5. The Provider undertakes to deal with Incidents depending on the degree of severity at the following times:

	A – high severity	B – medium severity	C – low severity
The time of acceptance of the Incident by the Provider and the beginning of its resolution	up to 1 hour	within 24 hours	within 48 hours
The time between receiving an Incident and resolving it	without delay, but within 24 hours at the latest	within 7 days at the latest	at the discretion of the Provider

6. The individual times listed in the previous point represent the net time, calculated within the availability of Service Services according to point 2 of this TC article.
7. An incident is considered resolved:
 - a. by completely removing the Incident, or
 - b. by temporarily enabling the use of PaaS Services in the original scope.

Article X Responsibility of the Customer

1. The customer is not entitled to place on the Virtual Server content that is in conflict with the legal order of the Slovak Republic, with good morals and with the principles of honest business dealings.
2. The customer undertakes not to place on his Virtual Server, in particular:
 - a. erotic and pornographic content and other similar content in any form;
 - b. content and/or materials that promote violence and openly and/or covertly incite hatred based on sex, race, color, language, faith and religion, political or other opinion, national or social origin, nationality or ethnicity group,
 - c. content and/or materials that promote war or describe cruel or otherwise inhumane acts in a way that inappropriately trivializes, condones, or condones them;
 - d. content and/or materials spreading or inciting extremism, promoting fascism or other similar extremist ideologies;
 - e. obscene, vulgar and/or offensive materials.
3. The customer bears full responsibility for the content of his Virtual Server. The Provider does not have access to the content and does not have the possibility to check the content of the Customer's stored data.
4. The customer is fully responsible for damages caused to the Internet or to third parties, especially through unauthorized access to information, unauthorized access to foreign systems, sending unsolicited messages or other abuse of access to the Internet or other unauthorized actions. The

customer is also fully responsible for any violation of the rights of third parties to computer programs, or software located on its Virtual Server.

5. The customer is obliged to use the PaaS Services in accordance with these TCs.
6. The Customer undertakes not to use the PaaS Services in a way that would disproportionately use and/or abuse the Cloud.

Article XI License to the Software

1. The contracting parties have agreed on the following terms and conditions for the provision of the Software License:
 - 1.1. **Method of use of the Software:** exclusively for the Customer's own internal use for the Purpose for which the Software serves. The Customer is not entitled to decompile, disassemble, attempt to obtain the source code or decipher the Software, perform any modification, adaptation, improvement, translation or derivative work from the Software, analyze, change, modify and supplement, reproduce, process, modify, distribute, translate part of the Software from machine code into the source language, nor freely modify or adapt the Software according to your needs. Furthermore, the customer is not entitled to make copies of the Software, distribute or link the Software to multiple devices or other services, or make the Software available over the network, publicly distribute the original Software or its copy by transfer of ownership, lending or renting, make the Software public by publicly displaying the original Software or its reproduction, public performance or transmission of the Software, remove, alter, hide or obscure proprietary rights information (including copyright and trademark notices) of the Provider or its affiliates, partners, suppliers or licensors of the Software.
 - 1.2. **Scope of the License:** territorially unlimited and materially limited, to the extent corresponding to the ordered Package.
 - 1.3. **Non-exclusive license:** non-exclusive according to the provisions of § 70 par. 4 of the Copyright Act.
 - 1.4. **Duration of the License:** time-limited to the time of the Decision Period.
 - 1.5. **Transfer and termination of the License:** upon the termination of the Customer, the rights and obligations from these TCs are transferred to his legal successor.
 - 1.6. **Fee for the License:** The Provider is entitled to a fee for the License, which is part of the PaaS Services Price.
 - 1.7. **Dealing with the License:** The Customer is not entitled to grant a third party permission to use the Software within the scope of the granted License (sublicense) or transfer the rights from the License to an assignee without the prior written consent of the Provider. The restriction according to the first sentence of this point of the TC is not limited to the authorization of the Customer to enable user use of the Software by Users. In the event that the Customer requests the Provider to grant consent, the non-granting of consent/failure to comment by the Provider based on the Customer's request does not establish the fiction of granting consent. The consent granted by the Provider is revocable at any time and for any reason.
2. The provision of the Software License according to this article of the TC does not establish for the Customer any ownership right, nor intellectual property right or industrial property right to the Software, with the exception of the rights and claims expressly granted by these TC.

Article XII Protection of confidential information

1. All and any information, data, documents, drawings, knowledge, documents or any other commercial and technical information, regardless of the form of their capture, are subject to protection in the sense of these TCs:
 - a. which relate to the Contract and its performance (especially the Contract, information on the rights and obligations of the Contracting Parties, as well as price information);
 - b. which concern the Contracting Parties (in particular, information on their activities, structure, economic results, all contracts, financial, statistical and accounting information, information on their property, assets and liabilities, receivables and liabilities, information on their technical and software equipment, know-how, evaluation studies and reports, business strategies and plans, information related to objects protected by industrial or other intellectual property rights);
 - c. which concern business partners of the Contracting Parties;
 - d. for which a special treatment regime is established by legal regulations (in particular trade secrets, banking secrets, tax secrets, telecommunications secrets, personal data, classified information);
 - e. which were provided to the other Contracting Party prior to the entry into force and effect of the Agreement, as far as they relate to its subject and/or content;
 - f. which are explicitly marked by the Contracting Parties as "confidential", "confidential", "proprietary" or another similar designation, from which it is obvious that this is confidential information,

(further on, for all types of information that are subject to protection in terms of this Agreement, only "Confidential information").
2. The contracting parties are obliged to ensure the confidentiality of information in accordance with point 1 of this article of the TC in the usual manner for the confidentiality of such information, unless expressly agreed otherwise. The contracting parties are obliged to ensure the confidentiality of Confidential Information also among their workers, employees, representatives, as well as other cooperating third parties, as long as such information has been provided to them.
3. Confidential information provided, transferred, notified, made available and/or obtained in any other way by the Contracting Party from the other Contracting Party on the basis of and/or in any connection with the Contract may be used exclusively for the purpose of fulfilling the subject of the Contract and in accordance with the regulations governing the handling of such data. The Contracting Parties undertake to keep Confidential Information, as well as all information provided, transmitted, communicated, made available and/or in any other way obtained by the Contracting Parties on the basis of the Contract and/or in any connection with the Contract, strictly confidential, confidential and protected against misuse, damage, destruction, impairment, loss and theft.
4. The Contracting Party is not entitled, without the prior written consent of the other Contracting Party, to provide, transfer, notify, make available, publish, publish, expand, divulge or use Confidential Information other than for the purposes of fulfilling the subject of the Contract, with the exception of the case of their provision / transfer / notification / making available :
 - a. professional advisers of the Contracting Party (including legal, accounting, tax and other advisers or auditors), who are either bound by a general professional duty of confidentiality established or imposed by law or are obliged to maintain confidentiality based on a written agreement with the Contracting Party;
 - b. (i) controlled person of the Contracting Party; (ii) the controlling person of the Contracting Party; (iii) to a person in relation to whom the controlling person of the Contracting Party has the status of a controlled person or a similar status; and (iv) to a person in which the controlling person of the Contracting Party has the status of a controlling person or a similar position, while the said persons will have the same obligations in relation to the protection of Confidential Information as the affected Contracting Party;
 - c. court, if the Contracting Party decides to exercise the rights from the Contract or rights from the Contract resulting from a lawsuit.

5. The obligation of the Contracting Parties to maintain confidentiality of Confidential Information does not apply to information that:
 - a. were published before the conclusion of the Contract, which must be proven on the basis of the provided documents that prove this fact;
 - b. become generally and publicly available after the conclusion of the Agreement for a reason other than the breach of obligations under these TC, which must be provable;
 - c. they are to be made available on the basis of an obligation established by law, a decision of a court, prosecutor's office or other authorized public authority, in which case the Contracting Party, which is obliged to make the information available, shall immediately deliver a written notification of this fact to the other Contracting Party,
 - d. were obtained by the Contracting Party from a third party that legitimately acquired or developed them, and that has no obligation that would limit their disclosure
6. All obligations of the Contracting Parties regarding the protection of Confidential Information and personal data apply regardless of the termination of the validity and effectiveness of the Agreement.

Article XIII Duration and termination of the Agreement

1. The contract concluded according to these TC is concluded for the duration of the Decision Period. If the Customer does not terminate the Agreement with the Provider in one of the ways specified in this article of the TC, the Agreement will be automatically extended by another Decision Period.
2. The contract expires:
 - a. by agreement of the Contracting Parties,
 - b. by the termination of the Contracting Parties without giving a reason, or
 - c. withdrawal of the Contracting Parties from the Contract.
3. The Provider is entitled to withdraw from the Agreement if the Customer:
 - a. fails to pay the Price of the PaaS Services within 14 (fourteen) days after the due date of the invoice, despite the Provider's prior written notice with the provision of an additional period, which shall not be shorter than 10 (ten) days from the date of delivery of the notice to the Customer, or
 - b. repeatedly violates the obligations defined in Article VII of these TCs.
4. The Customer is entitled to withdraw from the Agreement if the Provider has repeatedly failed to provide the Customer with PaaS Services properly and on time.
5. The notice of withdrawal must be in writing and is effective on the day it is delivered to the other Contracting Party. In the event of withdrawal, the Contracting Parties have agreed to exclude the application of the provisions of § 351 par. 2 of the Commercial Code
6. After the termination of the Agreement, the Provider is obliged, at the written request of the Customer, to make a backup copy of the information located on the Cloud (backup). The Provider will make a backup copy of the information available to the Customer free of charge, on a special website designated by the Provider. After making a backup copy of the information, the Provider will send the Customer via e-mail the address of the website from which the Customer can download the backup copies of the information. The customer has the opportunity to download backup copies of the information during a period of 90 (ninety) days from the date of delivery of the Provider's e-mail according to the previous sentence, unless the Contracting Parties have agreed otherwise. The customer acknowledges that after the expiration of the period according to the previous sentence, the website on which the backup copies of the information are stored will be automatically deactivated and these will be destroyed without the possibility of additional restoration. The Provider does not bear any responsibility for damage caused to the Customer by the permanent disposal of backup copies of information.

Article XIV Delivery

1. The contracting parties have expressly agreed on the right to deliver documents according to these TCs via **electronic** means - by e-mail, without the need for simultaneous sending of documents by post, unless otherwise stated in these TCs . The contracting party - the sender is obliged to send the document electronically together with the request for notification of delivery to the addressee, while the date specified in the notification is decisive from the point of view of delivery.
2. The contracting parties are obliged to **notify** each other without delay of any change in data or contact information.

Article XV Special provisions

1. The Customer hereby grants the Provider consent to use the Customer's business name (including logos, etc.), general information about the Customer for the Provider's reference and marketing purposes (especially in presentation materials, on the website, etc.). The Provider is obliged to inform the Customer in advance about the use of information according to the first sentence.
2. The customer is not entitled, without the prior written consent of the Provider, contractually, unilaterally or otherwise, to assign or transfer any or all advantages, benefits, claims or obligations arising from these TCs, as well as his rights or obligations arising from these TCs.

Article XVI Final provisions

1. These TCs become valid and effective on January 1, 2022 and are published on the Website.
2. Legal relationships not regulated by these TCs , which arose from the conclusion of the contract, are mainly governed by the provisions of the TC, the Commercial Code and other related legal regulations. All disputes arising from these TCs and in connection with them will be decided by the general courts of the Slovak Republic.
3. It is possible to deviate from these TCs only on the basis of a written agreement between the Contracting Parties.
4. The Provider reserves the right to amend these TCs, including the Price List, at any time during their validity, and is obliged to always publish and apply the currently valid wording of the TCs. The change is effective upon publication of the TC on the Website. When the new TCs become valid and effective, the original TCs lose their validity and effectiveness.
5. If the Customer does not agree to the change of TC , he is obliged to notify the Provider in writing of this fact no later than the effective date of the new TC. In the event of the Customer's disagreement with the change to the TC according to the first sentence, the Provider is entitled to withdraw from the Agreement. If the Customer does not deliver to the Provider his disagreement with the change of the TC within the period according to this point of the TC , it is valid that he agrees with the change and the mutual relations of the Provider and the Customer are governed by the new amended TC from the effective date of the change of the TC.
6. TCs are drawn up in the Slovak language. In the event that the TC is drawn up in a language other than Slovak, the wording drawn up in the Slovak language is used as the decisive language wording and only this wording is legally binding for the Contracting Parties. The wording drawn up in any other language is not legally binding for the Contracting Parties and has only the character of an informative translation of the contents of the TC drawn up in the Slovak language.

