

General Terms and Conditions and Conditions of Use

1. INTRODUCTORY PROVISIONS

- 1.1. These General Terms and Conditions and Conditions of Use govern the mutual rights and obligations between Webglobe, a.s., with its registered office at Stará Prievozská 1349/2, 821 09 Bratislava, company ID: 52 486 567, registered in the Commercial Register of the District Court in Bratislava I, Section Sa, Insert 6989/B (the '**Provider**') and a natural or legal person who: (i) has used or is using access to the web interface of the Provider's Website and/or (ii) has used or is using the services provided by the Provider.
- 1.2. The arrangement of these General Terms and Conditions and Conditions of Use forms an integral part of the Contract (as defined below).
- 1.3. Every legal or natural person using access to the web interface of the Provider's Website shall get acquainted with these General Terms and Conditions and Conditions of Use in advance and shall comply with them in full.
- 1.4. If the individual arrangements between the Provider and the Customer or the User contradict the provisions of these General Terms and Conditions and Conditions of Use, then the individual arrangement takes precedence. Unless otherwise stipulated in these General Terms and Conditions and Conditions of Use, their individual

provisions apply to both the User and/or the Customer as a consumer and the User and/or the Customer as an entrepreneur.

2. DEFINITIONS

The capitalized terms used further in these General Terms and Conditions and Conditions of Use have the following meanings:

'Price List' means the price list published on the relevant Provider's Website or in the wording effective at the time of delivery of the Order to the Provider or effective later on the basis of changes according to clause 7.1 of these GT&C, unless the individual arrangements of the Parties stipulate a different price, in such a case the price stipulated in the individual arrangement of the Parties applies.

'Customer's Email' means, for the purposes of accepting the Order, the Customer's email address specified in the Order, and for other communication purposes with the Customer, the relevant email address specified in the Customer's User Interface; if there is not any email address specified in the User Interface, the email address of the Customer specified in the Order will be used.

'GDPR' 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.

'Credit' is a service provided to the Customer consisting in the possibility of the Customer to send the Provider in advance to its bank account funds under the

variable symbol specified under the Customer's User Account, or other funds of the Customer settled by the Provider as a Credit under these GT&C, which may be used by the Customer to pay for ordered services for a period of eighteen (18) months from the date on which the payment is credited. The payment made by the Customer within the Credit or settled as Credit according to these GT&C is non-refundable, with some exceptions.

'Civil Code' means Act No. 40/1964 Coll., the Civil Code, as amended.

'Commercial Code' means Act No. 513/1991 Coll., the Commercial Code, as amended.

'Customer' is a natural or legal person with whom the Provider enters into a Contract.

'Order' has the meaning set forth in clause 4.6. of these GT&C.

'GT&C' or **'General Terms and Conditions and Conditions of Use'** means the General Terms and Conditions and Conditions of Use contained in this document.

'Entrepreneur' has the meaning set forth in clause 3.1 of these GT&C.

'Provider' has the meaning set forth in the introductory part of these GT&C.

'Product Terms' means the general terms and conditions relating to specific services offered by the Provider which are contained in the Contract Documents or are accessible on the Provider's Website.

'Subscription Period' means the period for which the price for the Services provided is paid in accordance with these GT&C and/or the Product Terms.

'Services' means the Provider's services (especially domain registration, web hosting, mail hosting, virtual servers, physical servers and related services) provided on the basis of the Order in accordance with the Contract Documents.

'Contract' means, for the purposes of these GT&C, a contract concluded between the Provider and the Customer, the subject of which is the provision of Services.

'Contract Documents' has the meaning set forth in clause 4.2 of these GT&C.

'Parties' means the Customer and the Provider, provided that they have concluded a Contract.

'Consumer' has the meaning set forth in clause 3.1 of these GT&C.

'User' is any person who accesses the Provider's Website, even without the intention of concluding the Contract.

'User Interface' means the user interface that will be displayed to the relevant Customer on the Provider's Website after entering the login data into their User Account.

'User Account' has the meaning set forth in clause 5.1. of these GT&C.

'Provider's Website' means the website at webglobe.com/sk/webstranky and all other websites at any other address operated by the Provider; the current list of websites operated by the Provider as an operator is on the webglobe.com website under the heading 'Our Brands'.

'Act on Distance Contracts' means Act No. 102/2014 Coll., on Consumer Protection in Relation to the Sales of Goods or Provision of Services Based on Distance and Off-premises Contracts and Amending Certain Laws, as amended.

'**Privacy Policy**' means the Privacy Policy, which is annexed to these GT&C.

3. SCOPE OF APPLICATION OF THE GT&C

3.1. These GT&C apply to the legal relationship between the Provider and:

- a natural person who, when concluding and fulfilling a consumer contract with the Provider, does not act within the scope of their business activity or other business activity (hereinafter referred to as the '**Consumer**'), the consumer being defined in the provision of Section 52(4) of the Civil Code – the rights and obligations between the Provider and the Consumer are further governed by these GT&C, and further in particular by the Civil Code, Act No. 250/2007 Coll., on Consumer Protection, as amended, and the Act on Distance Contracts.
- a natural or legal person who becomes a Customer or a User as an entrepreneur and/or a state, a municipality, a higher territorial unit and/or another public administration entity or its organisational unit, budgetary or contributory organisation (the '**Entrepreneur**'), the Entrepreneur being defined in the provision of Section 2(2) of the Commercial Code – the rights and obligations between the Provider and

the Customer–Entrepreneur are governed by these General Term and Conditions and Conditions of Use, and further in particular by the Commercial Code.

- 3.2. If the Customer fills in their company ID or TAX ID in the Order or when opening a User Account, it expresses their willingness to enter into a contractual relationship with the Provider as an Entrepreneur.
- 3.3. By using the Provider’s Website, each Customer or User expresses their consent to these GT&C and to all documents to which these GT&C refer, in their entirety. This consent is effective at the moment of the objective possibility of the User and/or Customer to get acquainted with these GT&C immediately after the first access to the Provider’s Website. Each User and/or Customer shall read these GT&C and other documents to which these GT&C refer and to comply with the obligations arising from them immediately after the first use of the Provider’s Website and/or Services.

4. CONCLUSION OF THE CONTRACT

- 4.1. The Parties (Provider and Customer) have agreed to adjust their rights and obligations arising from the conclusion of the Contract, including the rights and obligations arising from all acts of negotiations on the conclusion of the Contract, partially differently from the provisions of Section 43 et seq. of the Civil Code in the manner regulated by these GT&C.

4.2. Unless otherwise stipulated in a separate agreement of the Parties, the Contract consists of the following contract documents:

4.2.1. the Provider's confirmation of acceptance of the Order

4.2.2. Order

4.2.3. GT&C

4.2.4. Price List

4.2.5. Product Terms applicable to the Services that are the subject matter of the Order (if issued in relation to such Services)

('Contract Documents')

In the event of any discrepancy between the documents listed above, the document that is higher in the above list shall always prevail.

4.3. The Contract between the Provider and the Customer arises primarily from a combination of written and implied-in-fact form, especially by sending a binding Order by the Customer as a proposal for the conclusion of the Contract addressed to the Provider and subsequent acceptance by the Provider, made either in writing, by simple email, in an implied-in-fact or other manner with the apparent will of the Provider to conclude the Contract (especially by activating the ordered Services). The Contract between the Provider and the Customer may also be implied-in-fact or on the basis of a Contract concluded in writing, even using means of communication enabling the conclusion of a distance contract without the simultaneous

physical presence of the Parties; in the event that the Customer is a Consumer, the Provider shall provide all information required by consumer protection regulations before concluding such a distance contract. The Contract between the Provider and the Customer arises and is effective on the day of delivery of the notification of acceptance of the Order by the Provider or the day of delivery of the notification of the activation of the ordered Services by the Provider (to the Customer's Email or the Customer's User Interface) or the day of activation of the ordered Services (implied-in-fact), i.e. by the Provider starting to provide the ordered Services.

- 4.4. Written notifications are delivered to the Customer's Email and a simple email form is sufficient to fulfil the written form.
- 4.5. The Customer agrees to the use of means of distance communication when concluding the contract. The costs incurred by the Customer in the use of means of distance communication in connection with the conclusion of the Contract as well as with the delivery of the Service (costs of Internet connection, costs of telephone calls) shall be borne by the Customer.
- 4.6. To order the Services, the Customer fills in the order form (proposal for concluding the Contract), available on the Provider's website (hereinafter also referred to as the '**Order**'). Depending on the nature of the ordered services, the order form contains information on:
 - the Customer (identification, including contact details or data necessary for issuing an invoice), if this information is required for the provision of the selected Service;

- the ordered range of Services on the basis of the specification in the Price List and in the relevant Product Terms (the ordered Service is 'added' by the Customer into the electronic shopping cart);
- the method of payment of the price of the Service.

4.7. Before sending the Order to the Provider, the Customer is allowed to check and change the data they have entered in the Order, also with regard to the Customer's possibility to detect and correct errors made when entering data into the Order. The Order becomes binding by sending the order form to the Provider's system. The data specified in the Order are considered correct by the Provider. Sending the Order to the Provider's system is a binding proposal for concluding the Contract. The Order is accepted at the moment when the ordered Service is displayed in the Customer's User Interface. Depending on the nature of the selected Service, the Provider may also confirm the Order by providing the Services.

4.8. By sending a binding Order, the Customer declares and considers it indisputable that they have duly acquainted themselves and agree with the current wording of these GT&C, the Price List (as published on the relevant website of the Provider from which the Order was made) and other Contract Documents available in the User Interface if they could objectively access it at the time of sending the Order or those available on the Provider's website from which the Order was made.

4.9. Depending on the nature of the ordered Services, the Provider is always entitled to ask the Customer for additional confirmation of the Order (in writing, by email or by telephone). The Provider may reject the Order without giving any reason, and if the Contract is concluded before the rejection of the Order, the Provider may withdraw from the Contract, inter alia (cf. clause 8.5.1 of these GT&C), also for the following reasons:

- If the Customer refuses to confirm the Order in the required manner or if the nature of the Order implies a suspicion of fraud; or
- The Customer stated incorrect, untrue, incomplete or inaccurate identification or personal data and other data and refused to present, at the request of the Provider, documents proving the correctness, truthfulness, completeness or accuracy of the stated data; or
- The Customer does not fulfil their obligations towards the Provider or third parties or it can be reasonably assumed that they will not fulfil such obligations; or
- Contrary to these GT&C and the Price List, the Customer refused to pay the required deposits or guarantees to the Provider's account.

- 4.10. The Provider shall notify the Customer (to the Customer's Email) of the rejection of a binding Order as a proposal for the conclusion of the Contract no later than 7 days from the delivery of the Order to the Provider. A simple email form is sufficient to meet the written form. If the ordered Service does not appear in the Customer's User Interface within 7 days of receiving the binding Order, it is considered that the Order has been rejected by the Provider. In such a case, the Provider does not have to notify the rejection of the binding Order in another way.
- 4.11. During the term of the Contract, the Parties shall comply with the obligations arising from legislation, the provisions of the Contract and the Contract Documents, including these GT&C, Product Terms and other conditions if they are part of the Service ordered by the Customer.
- 4.12. Neither of the Parties may attach to the Order or its acceptance their general terms and conditions which, according to clause 4.2 of these GT&C, do not form part of the Contract; if they do so, such conditions do not apply to the Contract, unless the Parties agree otherwise subsequently. In such a case, however, such agreement of the Parties must be in writing on paper, unless the Parties agree otherwise.

- 4.13. If the Customer acts in a contractual relationship as a Consumer, the concluded Contract has the character of a consumer contract pursuant to the provisions of Section 52 et seq. of the Civil Code. The Contract, which the Parties (if one of the Parties is the Consumer) concluded by means of distance communication, is a contract concluded in the so-called distance manner pursuant to the Act on Distance Contracts and the Provider shall fulfil all its legal obligations to the Consumer before concluding the contract.
- 4.14. After concluding the contract and fulfilling other requirements (for example, payment of the price of the ordered Service or delivery of all necessary documents or consents), the ordered Service is established and functional for the Customer, which the Customer further manages from their User Interface available after registering in the User Account. The Customer shall obtain from the Provider the access data necessary for the use of the Service for the selected functional Services.
- 4.15. The Provider may at any time request documents from the Customer, including verified documents, deeds and signatures to prove any significant fact for the Provider, especially for concluding and fulfilling the Contract, terminating the Contract, term of the Contract, changes to the Contract and confirmation of the Customer's instructions.

4.16. The Provider may not provide the Services to a Customer aged 17 years or less unless they submit the consent of their legal representative. By submitting the Order, the User declares that they are older than 18 years of age.

5. USER ACCOUNT

5.1. The ordered Services may be used by the Customer after registration in the Provider's system via an electronic form which is available on the relevant Provider's Website from which the Order was made and which serves to create a user account (hereinafter referred to as the 'User Account'). From their User Interface, the Customer may order Services or change registration and other data.

5.2. When registering on the Provider's Website and when creating the Order, the Customer shall state all data correctly and truthfully. The Customer shall update the data specified in the User Account in the event of any change. The Customer is responsible for the accuracy of all data specified in the User Account and the Order; the Provider is entitled to rely on their accuracy.

5.3. When registering a User Account, the Customer shall state their name, surname, email and telephone number and other data specified in the registration form. For the purposes of completing the

registration, the system generates a username and a unique password for the Customer to enter the Customer's User Interface. The information generated according to the previous sentence is sent to the Customer at the Customer's Email. The Customer shall maintain confidentiality regarding the information needed to access their User Account.

5.4. The Customer shall not allow the use of the User Account by third parties, with the exception of persons pursuant to clause 6.12 of these GT&C.

5.5. The Provider may cancel the User Account of the Customer, especially in the event that the Customer does not use their User Account for more than six (6) months, i.e. has no active Service, or in the event that the Customer breaches their obligations under the Contract (including these GT&C) and/or provides incorrect, false and/or misleading information.

5.6. The Customer acknowledges that the User Account may not be available at all times, especially with regard to the necessary maintenance of the Provider's hardware and software equipment or necessary maintenance of third party hardware and software; this does not affect the Provider's obligation to provide the relevant Services that are the subject matter of the Contract and the Customer's obligation to pay the relevant price.

6. RIGHTS AND OBLIGATIONS OF THE PARTIES

- 6.1. The Provider undertakes to ensure the provision of Services for the Customer in accordance with these GT&C and the Contract.
- 6.2. The Customer undertakes to pay the agreed price for the provided Services and to use them properly and to comply with all obligations that apply to them on the basis of the Contract Documents.
- 6.3. All Services provided by the Provider may be used only for purposes permitted by law.
- 6.4. The Customer undertakes to provide the Provider without undue delay with the cooperation necessary for the provision of the ordered Services. If the cooperation of third parties ensuring the operation of the Customer's equipment through which the Services are to be used is required for the delivery of the Services towards the Customer, the Customer shall provide it at their own expense.
- 6.5. The Customer acknowledges that the User Account may not be available at all times, especially with regard to the necessary maintenance of the Provider's hardware and software equipment or that of third parties. The Provider may interrupt the operation of the server and other equipment used for the provision of the ordered Services for a short period of time, especially due to an accident and necessary maintenance and repairs of those parts of the system that directly affect the provision of Services; in such a case, the Provider shall make all efforts that can be reasonably required of it so that any interruption of operation will last as short a time as possible. The

Provider informs the Customer on the User Interface pages and/or by email to the Customer's Email about the performance of the above activities or other activities leading to interruption of server operation and other equipment used to provide Services well in advance, except for accidents and/or interruptions caused by third parties without the Provider's knowledge or in another manner specified in the Contract.

- 6.6. If the operation of the Service is continuously interrupted for more than 24 hours due to a defect caused by the Provider, the Customer is entitled to a contractual penalty in the amount of reducing the price of the Service by a proportion of the number of days in the month during which the Service is not in operation.
- 6.7. The Customer undertakes to report defects in the delivery of the Service to the Provider without undue delay after the discovery of the defect. The Provider ensures repairs of the server hardware immediately from the time of discovery and location of the defect or the Customer's request. The costs of eliminating the defect shall be borne by the Provider, except in cases where the defect was caused by the Customer. In such a case, the Provider is entitled to charge the Customer for the costs actually incurred to eliminate the defect and the Customer undertakes to pay these costs. In the case of the Customer-Consumer, the Operator first informs the Customer-Consumer about the estimated costs of removing the defect caused by the Customer-Consumer and makes the rectification only after their approval by the Customer-Consumer. If the Customer-Consumer does not agree with the amount of costs, each Party has the right to withdraw from the Contract.

- 6.8. The Customer, by sending the Order, or the User, immediately after entering the Provider's Website, confirms that they have found out and got acquainted with the requirements for technical parameters of their and the Provider's equipment for using the Services and that they got acquainted with the way of using the Services or Provider's Website set out in these GT&C and on the Provider's Website. The Provider is not liable for defects and damages caused by incorrect operation of the Services by the administrator of the Customer's computer system or the User. The Provider is not responsible for the interruption of the provision of the Service in the event of force majeure or for other reasons stated in these GT&C (especially in clause 11 of these GT&C). For the purposes of these GT&C, 'force majeure' means an extraordinary, unpredictable and insurmountable obstacle created independently of human will. The Parties undertake to make every effort to eliminate or reduce the consequences of force majeure.
- 6.9. Any attempt to damage the operation of the Services is prohibited and will be a reason for the Provider to withdraw from the Contract and to immediately cancel the User Account without any compensation.
- 6.10. The Customer is responsible for the accuracy and completeness of the data specified in the Order as well as for their up-to-dateness in the User Account.
- 6.11. The Customer may use the server resources provided to them as a Service under the Contract to the extent in which they have been expressly provided to them.

- 6.12. The Customer is obliged to ensure that the persons who the Customer allows to use the provided Services are acquainted with these GT&C and the Contract and the Services are used in accordance with their wording.
- 6.13. The Provider has the right to withdraw from the Contract regarding the provision of Services or part thereof and to cancel the provision of the Service to the Customer who is in arrears with the payment of any debt to the Provider. In the event of withdrawal from the Contract regarding the provision of a particular Service due to non-payment of debt by the Customer to the Provider in a proper and timely manner, the Provider may withdraw from other contracts on the provision of Services concluded between the Provider and the Customer and cancel the provision of related Services. In the event of withdrawal from the Contract or other contract on the provision of Services under this point of the GT&C, the Provider is not liable for damage caused by loss of the Customer's data and loss of availability of operated applications and the Provider may destroy and remove such data from its system without compensation.
- 6.14. The Provider has the right not to provide the Customer with any Service if they are in arrears with the payment of their debts to the Provider for any other Service.
- 6.15. The interruption of service operation caused by circumstances beyond the Provider's control or interruption of operation due to the Provider's system interventions in server operation or for other reasons specified in these GT&C does not mean a violation of the Provider's obligation to ensure the provision of Services.

- 6.16. When contacting customer support, the Provider may require the Customer to report their user ID or other data used for the purpose of logging in to the User Account for the purpose of verifying their identity. If the Customer fails to do so, the Provider may refuse to provide support or perform the intervention of the Provider's technician.
- 6.17. The Customer shall monitor and guard the data before the expiration of the subscription to the Services provided. The Provider may inform the Customer about the impending expiration but is not obliged to do so. The Provider is not liable for damages caused by the fact that the Service expiration notification has not been delivered to the Customer.
- 6.18. Any changes to the parameters of the Services provided may be charged by the Provider according to the current Price List or by an agreement between the Customer and the Provider. All changes can be made only after payment of the appropriate price.
- 6.19. The Provider has the right to suspend, cancel or deny access to the Services provided on the basis of legislation, court order, request of law enforcement authorities or on the initiative or complaint of a body authorised to detect the presence of defective material of any kind on the Internet.
- 6.20. The Provider has the right not to allow the Customer to exchange the IP address.
- 6.21. In the case of ordering a Service that was previously terminated for any reason, the Provider does not guarantee the same configuration of such Service as the previously terminated Service or the recovery

of data from backups if the backups in connection with the relevant Service are performed by the Provider.

- 6.22. In the event of a change in the DNS (Domain Name System) record or technical contact with the Customer's domain, the Provider is no longer obliged to provide the Services; this does not affect the Customer's obligation to pay the price for the ordered Services during the term of the Contract; in such a case, the Provider may withdraw from the Contract.
- 6.23. If the Service is cancelled by the Provider or the Provider interrupts its provision due to breach of the Contract by the Customer, the Provider has the right to withdraw from the Contract; at the same time it may not allow the Service to be re-ordered and the Provider has the right to refuse to conclude a new Contract with the Customer regarding the provision of the Service or, if it is concluded under these GT&C before the refusal, the Provider may withdraw from such Contract.
- 6.24. The Provider is not obliged to verify the delivery of information or notifications to the Customer. Sending it to the Customer's Email is considered delivery. By concluding the Contract, the Customer acknowledges this fact.
- 6.25. The Customer undertakes to use the software provided by the Provider to the Customer in the form of a licence or sublicense within the Service or used by them in any way within the use of the Services in accordance with the relevant licence conditions relating to such software.

- 6.26. Under the conditions stipulated by mandatory laws, telephone calls between the Provider and the Customer may be recorded and/or monitored in order to increase the quality of services.
- 6.27. The Customer shall allow the Provider to use their logo or other sign for marketing purposes as a reference unless the Contract provides otherwise.

7. PRICE AND PAYMENT TERMS

- 7.1. The Customer undertakes to pay the prices specified in the Price List for the Services which are the subject matter of the Contract. The Provider reserves the right to change the pricing policy and the related change in prices for individual provided Services listed in the Price List. The price may also change due to external influences. In the case of an already concluded Contract with the Customer, the Provider may change the price for the provided Service by notifying the Customer in writing (by simple email sent to the Customer's Email) no later than one (1) month before the effective date of the new price. The obligation to notify the change is also fulfilled by publishing the new Price List on the Provider's Website. This change affects the price of all Services that have not yet been provided and, in the case of Services provided for a certain period, the price for the provision of Services from the first day of the calendar month immediately following the effective date of the change. In such a

case, the Customer may terminate the Contract in writing with effect from the day of the price change. If the Customer, who is not a Consumer, does not send the Provider a notice of termination of the Contract no later than the 15th day preceding the effective change of the price, the Contract shall be deemed to continue and the Parties have agreed on a new price. In the case of the Customer–Consumer, their explicit consent to the new price is always required, otherwise it is considered that the Customer–Consumer does not agree with the new price and terminates the Contract in the part concerning the Services the price of which changes, effective as of the effective date of new prices. For the purposes of the Contract, the unilateral action of the Customer–Consumer consisting in the payment (subscription) of the price for the Services for another period in the new amount is also considered to be the express consent of the Customer–Consumer with the new price.

- 7.2. The Customer undertakes to pay the price for the Services provided no later than the due date stated on the relevant request for payment (which may be made by means of an invoice during the process of placing the Order or otherwise).
- 7.3. In the event of non-payment of debts in a proper and timely manner, the Provider has the right to stop the operation of the provided Service without prior notice and shall notify the Customer of this fact without undue delay. This does not affect the obligation of the Customer to pay the price for the Services in accordance with the Contract.
- 7.4. Bank fees for foreign payments must be paid by the Customer in full. Otherwise, the payment will not be accepted by the Provider and the Customer will be obliged to settle the difference so that the full

amount corresponding to the relevant debt is credited to the Provider's account. In the case of payment using an online payment method or foreign payment system to a bank account, the Customer will be charged all transaction fees associated with the selected payment method.

7.5. The price for the Services is considered to be duly and timely paid if the following conditions are cumulatively met:

- the payment is sent to the correct bank account of the Provider
- the exact amount according to the request for payment in the correct currency is remitted
- the correct variable symbol is entered when making the payment
- the payment is credited to the Provider's account no later than on the specified due date

7.6. If the Customer requests a refund of a payment that was not used to pay for the Services provided (including the Credit – under the conditions specified in clause 7.14 of these GT&C), the Provider has the right to charge a handling charge according to the Price List valid at the time of delivery of the request for refund.

7.7. The Provider charges prices for the offered Services in advance for each Subscription Period for which the provision of the relevant Service has been agreed in the Contract. The price for the provided Services may also be charged additionally, depending on the type of the provided Service and according to the agreement between the Provider and the Customer.

- 7.8. Errors in incorrectly charged prices for the Services may be claimed by the Customer within 10 days of receiving the request for payment.
- 7.9. If this is customary in business relations or if so stipulated by generally binding legislation, the Provider shall issue an invoice to the Customer regarding payments made on the basis of the Contract. The data on an already issued invoice cannot be changed. The Provider is liable for value added tax. The Provider shall issue an invoice and send it in electronic form to the Customer's Email (in the form of a simple email) no later than fifteen (15) days from the date of provision of the taxable transaction.
- 7.10. The Customer declares that they agree to the issuance and sending of accounting documents and invoices in electronic form (in the form of a simple email).
- 7.11. Services that are paid for in advance for the Subscription Period shall be provided by the Provider only after payment of the full price of the Service for the given Subscription Period, unless otherwise agreed between the Parties.
- 7.12. If the provision of the Service was started before payment of the price for the Service or the price for the Service is paid periodically and the Customer is in arrears with payment of the price or part thereof for more than 14 calendar days, the Provider may suspend the operation of the Services provided if these GT&C do not entitle the Provider to such a step at an earlier date. However, the Customer's obligation to pay the price for the provided Services (even for the period when the provision of Services was interrupted) continues.

7.13. In the event of repeated delay by the Customer with the payment of any debt, the Provider has the right to withdraw from the Contract; for the same reason, the Provider has the right to withdraw from any contract between the Provider and the Customer concerning the provision of Services to the Customer.

7.14. If it is expressly permitted by the Contract Documents (or another agreement of the Parties) in relation to a specific Service, the Customer may pay their financial obligations to the Provider through the Credit, under the following conditions:

7.14.1. The right to use the Credit is available only to the Customers with a User Account.

7.14.2. The use of funds in the Credit to settle the Customer's monetary obligation to the Provider is possible only on the basis of an explicit instruction of the Customer made in the Customer's User Interface.

7.14.3. The funds forming the Credit consist of:

7.14.3.1. funds paid to the relevant bank account and under the variable symbol specified under the Customer's User Account;

7.14.3.2. other funds paid by the Customer and settled by the Provider as 'Credit' (e.g. overpayments, duplicate payments), with the Customer agreeing to the use of such funds as Credit by concluding the Contract;

7.14.3.3. payments for Services that were not provided to the Customer for reasons not caused by the Customer;

- 7.14.4. Upon crediting the funds to the Credit in accordance with these GT&C, value added tax will be paid on the stated amount in accordance with the law.
- 7.14.5. The funds forming the Credit are considered as an advance to pay for the services provided within eighteen (18) months from their crediting to the Credit; these funds must be used to pay monetary obligations to the Provider no later than eighteen (18) months from their crediting to the Credit; after the expiration of the specified period, the right to return or use of such funds by the Customer expires and the relevant funds are deducted from the Credit in favour of the Provider as payment for readiness to provide the Services for eighteen (18) months from the crediting of funds to the Credit.
- 7.14.6. When paying the price for the ordered Services using the funds from the Credit, the respective paid price is always credited against the funds credited to the Credit earlier.
- 7.14.7. The Customer shall provide the Provider with all cooperation in fulfilling its obligations arising from the relevant laws (including Act No. 297/2008 Coll.).

8. DURATION AND TERMINATION OF THE CONTRACT

- 8.1. The Contract is concluded for a definite period of time, always according to the type of the selected Service, unless the Contract or

other documents to which it refers stipulate that the Contract is concluded for an indefinite period.

8.2. The term of the Contract is determined by a written agreement of the Parties or automatically by the Customer's choice of the length of the Subscription Period in the Order, in which case the duration of the Contract is automatically agreed for the same period as one Subscription Period. The renewal of the Contract in its current wording always occurs again with a new Subscription Period of this already existing Service under the conditions of proper payment of all monetary debts by the Customer to the Provider, where the Provider may, at its sole and free discretion, refuse to renew the Contract under this sentence, even if all monetary debts of the Customer towards the Provider are duly paid, by a notification sent to the Customer's Email.

8.3. The contractual relationship established by the Contract for a definite period terminates upon the expiration of its term unless these GT&C provide otherwise.

8.4. Before the expiration of the period, the Contract may be terminated:

- By a written agreement between the Provider and the Customer;
- In the manner specified in the Contract Documents;
- On the basis of the relevant laws; and in a case other than according to the Contract Documents, the Customer may withdraw from this Contract only in the case of them being a Consumer and this right is granted to them as a Consumer by a law, the use of which cannot be deviated from;

- Withdrawal from the Contract for the reasons and in the manner specified in the Contract Documents;
- Termination of the contract in accordance with the Contract Documents.

8.5. Withdrawal from the Contract by the Provider

8.5.1. The Provider may withdraw from the Contract before the expiration of its period for the following reasons:

- If the Customer breaches the Contract, these GT&C, the Price List or the obligation arising from another Contract Document in any way;
- If there are reasons for which the Provider would be entitled to reject the Customer's proposal to conclude the Contract;
- If there is a general change in the provision of Services, their interruption, restriction or termination by the Provider;
- For other reasons set out in the Contract Documents.

8.5.2. The Provider shall withdraw from the Contract by sending a notice of withdrawal to the Customer's Email.

8.6. Withdrawal from the Contract by the Customer

8.6.1. A Customer, who is not a Consumer, may withdraw from the Contract before the expiration of the period agreed only if the Provider does not provide the Customer with the agreed Services for which they duly paid the price (if paid in advance) for a continuous period longer than 14 consecutive calendar days. This right of the Customer does not apply to cases where the failure of the Provider to provide the Services was due to the

fault of the Customer, a third party or force majeure, or for other reasons expressly stated in the Contract Documents.

8.6.2. The Customer who has concluded the Contract as a Consumer has the right to withdraw from the Contract concluded by means of distance communication (telephone, email, in the form of a request in the user interface) within the legal period of 14 days from the conclusion of the Contract. If the Customer–Consumer withdraws from the Contract in accordance with the previous sentence, they shall pay a proportionate part of the price of the Service within the scope of the Services provided, including the costs associated therewith.

8.7. Termination of the Contract by the Provider

8.7.1. The Provider may terminate the Contract by delivering a notice of termination to the Customer's Email before its expiration, even without giving a reason, with a notice period of 3 months starting from the first day of the month immediately following the month when the Provider sent the notice to the Customer.

8.8. The Contract is also terminated if:

- the provision of all Services provided on the basis of the Contract is terminated;
- the Customer terminates the Contract in accordance with clause 7.1. of these GT&C.

8.9. If the Contract is terminated before the expiration of the period for which the provision of Services was agreed and the subject matter of which is the provision of the Service with a minimum period of use of

the Service and this Contract is terminated by the Customer, the Customer shall pay the price for the agreed Services in the original amount.

8.10. If the Contract is terminated before the expiration of the period for which the relevant Service was agreed, due to a reason on the part of the Provider, and unless the Parties agree otherwise, the Customer owns a proportionate part of the unused price for the agreed Services.

8.11. If the Customer exercises the right to withdraw from the Contract, the Provider has the right to reimbursement of the costs actually incurred in connection with the termination of the Services provided.

8.12. The Customer acknowledges that in the event of termination of the Contract before the expiration of the period for which the relevant Service was agreed, due to the Customer or the Provider, the Customer is not entitled to a refund of the fee paid to the registration authority (including related administrative expenses).

9. CONSUMER PROTECTION

9.1. If the Customer is in a contractual relationship as a Consumer, the legal protection of the consumer applies to them.

9.2. The Customer-Consumer has the right in particular to:

- Withdrawal from the Contract concluded by means of distance communication;

- Communication of information prior to the conclusion of the Contract;
- Out-of-court settlement of a consumer dispute arising from the Contract.

9.3. If a dispute arises between the Provider and the Customer–Consumer under the Contract, especially if the Customer–Consumer is not satisfied with the way in which the Provider handled their complaint or if they believe that the Provider violated their consumer rights, they have the right to contact the Provider for redress by email or letter in accordance with clause 20.6 of these GT&C. If the Provider responds to this request negatively or does not respond to it within thirty (30) days of its sending, the Customer–Consumer has the right to submit a proposal to initiate an alternative dispute resolution. The entity of alternative dispute resolution to which the Customer–Consumer can turn is the Slovak Trade Inspection, with its registered office at: Bajkalská 21/A, 827 99 Bratislava, website: <https://www.soi.sk/sk/alternativne-riesenie-spotrebitelskych-sporov.soi>, or another entity who is registered in the list of entities of alternative dispute resolution, which is maintained by the Ministry of Economy of the Slovak Republic, and which the consumer can find at: <https://www.mhsr.sk/obchod/ochrana-spotrebitela/alternativne-riesenie-spotrebitelskych-sporov-1/zoznam-subjektov-alternativneho-riesenia-spotrebitelskych-sporov-1>. The Customer–Consumer can also use the online dispute resolution platform set up by the European Commission at <https://esc-sr.sk/>. The European Consumer Centre in Slovakia, with its registered office at Mlynské nivy 44/a, 827 15

Bratislava, email: ECCNET-SK@ec.europa.eu, which is the contact point under Regulation (EU) No. 524/2013 of the European Parliament and of the Council of 21 May 2013 on online dispute resolution for consumer disputes and amending Regulation (EC) No. 2006/2004 and Directive 2009/22/EC (Regulation on consumer ODR).

10. INFORMATION AND DIFFERENT LEGAL REGIME OF THE GT&C FOR CONSUMERS

10.1. Mandatory information

10.1.1. The Provider notifies the Customer, who is a Consumer in accordance with the provisions of Section 3 of the Distance Selling Act, of the following information as follows:

- The Provider's Website contains data on the Provider's identity, including all contact information (business name, registered office, telephone number, email, etc.), and these data are also stated in point 20.6 of these GT&C.
- The Provider's Website contains a list of Services and the main features of the Services offered by the Provider.

- The Provider's Website contains information on the address at which the Consumer can file a complaint about the Service or other complaint; these can also be applied at the address in accordance with point 20.6 of these GT&C.
- The costs of means of distance communication do not differ from the basic rate (in the case of Internet and telephone connection according to the conditions of your operator), these costs are borne by the Customer. The Provider does not charge any additional fees.
- Depending on the specific Service and in accordance with the relevant Contract Documents, the Provider may request payment of the Price before the commencement of the provision of the Service to the Customer.
- The prices of the Provider's Services are listed on the Provider's website or in the Price List, without VAT, as well as including VAT and all fees (including all costs and delivery fees) stipulated by law. The Customer shall pay the price of the Service, including VAT and including all fees set out on the Provider's website or in the Price List or set by law.
- The prices of the Services, including taxes, and their duration are based on the Provider's current offer, the currently valid Price List and these GT&C.
- The method of payment of the price of the Service and related costs is specified in Article 7 of these GT&C; the delivery of the service is regulated in particular in clauses 4.14, 7.11 and 7.12 of these GT&C, unless the Parties have agreed otherwise.

- In the event that the Customer is a Consumer, they have the right to withdraw from the Contract within fourteen days of concluding the Contract, and such withdrawal must be sent or delivered to the Provider's place of business or the Provider's email specified in clause 20.6 of the GT&C; the Customer must notify the withdrawal no later than the last day of the 14-day period. The Customer–Consumer may notify the intention to withdraw from the Contract also through an authorised request in their User Interface. In withdrawing from the Contract, the Customer shall state that they are withdrawing from the Contract and the date of conclusion of the Contract, the Order number, the name of the Service which is the subject of the withdrawal if the Customer intends to withdraw only from part of the Contract and the account number for a refund.
- Depending on the Service used, the concluded Contract or the relevant invoice may be stored in the Provider's electronic archive, while the registered Users of the Provider have access to these data concerning their person in their User Interface.
- The Contract can be concluded only in Slovak or English.
- The content of the Contract, as well as the data entered during data entry are available in the Customer's User Interface. Errors made while entering data before sending the Order can be corrected in the summary of the Order, which will be displayed to the customer before the final confirmation of the Order; see the provisions of clause 4.7 of these GT&C.

- By law, the Customer–Consumer cannot withdraw from the Contract
 - a) on the delivery of goods the price of which depends on fluctuations on the financial market independent of the will of the Provider and which may occur during the period for withdrawal from the Contract;
 - b) upon delivery of goods that were modified according to the wishes of the Consumer or for their person (for example, modification of application source code);
 - c) delivery of perishable goods or goods which were irretrievably mixed with other goods after delivery;
 - d) to perform urgent repairs or maintenance which the Consumer explicitly requested from the Provider; this does not apply to service contracts and contracts the subject matter of which is the sale of goods other than spare parts needed to carry out repairs or maintenance if they were concluded during the Provider's visit to the Consumer and the Consumer did not order these services or goods in advance;
 - e) upon delivery of goods in a closed package that the Customer removed from the package and which cannot be returned for hygienic reasons;
 - f) upon delivery of an audio recording of a video recording or an audio-visual recording or a computer program if their original packaging is broken;
 - g) delivery of newspapers, periodicals or magazines;

h) provision of accommodation services for purposes other than housing, transport of goods, car rental, provision of meal services or provision of services related to leisure activities and according to which the Provider undertakes to provide these services at the agreed time or within the agreed time;

i) on the delivery of digital content, unless it was delivered on a tangible medium and was delivered with the prior express consent of the Customer–Consumer before the expiration of the withdrawal period and the Provider informed the Customer–Consumer before concluding the Contract that in such a case they have no right to withdraw from the Contract;

j) on the sale of goods made based on specific requirements of the Consumer, custom orders or goods intended for one particular Consumer;

k) the sale of goods which may be due to their nature inseparably mixed with other goods after delivery;

l) the sale of alcoholic beverages the price of which was agreed at the time of concluding the contract, their delivery can be made after 30 days at the earliest and their price depends on the movement of prices on the market which cannot be controlled by the Provider.

- In the event of withdrawal from the Contract, the Customer–Consumer shall bear the costs of returning the goods and in the case of a Contract concluded by means of distance communication, the costs of returning the goods if they cannot be

returned by normal postal transport due to their nature.

- In the event of withdrawal from the Contract, the performance of which has already begun, the Customer–Consumer shall pay a proportionate part of the price for the Services in accordance with clause 8.6.2 of these GT&C and clause 10.3.1 of these GT&C.
- The shortest period for which it is possible to order the Services is the period specified in the relevant Product Terms relating to the Service, otherwise the period for which selection is allowed in the process of completing the Order.
- The Customer–Consumer has the right to withdraw from the Contract for the following reasons:
 - according to clause 10.1.3. of these GT&C;
 - according to clause 8.6. of these GT&C.
- The Contract is concluded for the period specified in clauses 8.1. and 8.2. of these GT&C.

The rights from defective performance for the Customer–Consumer are the following:

10.1.2. The Provider is liable to the Customer–Consumer for defects in the delivered Services, consisting in particular in the fact that the Service was not delivered in the ordered content or scope.

10.1.3. The Customer–Consumer may exercise the right from a defect of the Services without undue delay with the Provider according to clause 10.1.7. of these GT&C and has the right to request:

- 10.1.3.1. If the defect can be removed, they may demand that the defect be repaired free of charge, in good time and properly. In such a case, the Provider shall eliminate the defect without undue delay. The Customer–Consumer may, instead of removing the defect, request the replacement of the Service, or if the defect concerns only a part of the Service, the replacement of this part, if the Provider does not incur disproportionate costs due to the price of the Service or the severity of the Service. The Provider may always replace the defective Service with a perfect Service instead of removing the defect if this does not cause serious difficulties for the Customer–Consumer.
- 10.1.3.2. If it is a defect that cannot be removed and which prevents the Service from being properly used as a Service without defects, the Customer–Consumer has the right to exchange the Service or has the right to withdraw from the contract. The Customer–Consumer has the same rights in case of removable defects, but when the Customer–Consumer cannot use the Service properly for the repeated occurrence of the defect after repair or due to a greater number of defects.
- 10.1.3.3. In the case of other irreparable defects, the Customer–Consumer may request a reasonable discount on the price.
- 10.1.3.4. If the defective performance is a material breach of the Contract, the Customer–Consumer has the right to request:

- elimination of the defect by delivering a new Service without a defect or by delivering a missing Service (this does not apply if the defective Service or the subject of the work cannot be returned or handed over to the Provider due to its nature);
- elimination of the defect by repairing the Service;
- a reasonable discount from the price; or
- withdrawal from the Contract.

10.1.3.5. The Customer–Consumer shall inform the Provider about the right they chose when notifying the defect or without undue delay after notifying the defect. The Customer–Consumer may not change the choice made without the consent of the Provider; this does not apply if the Customer–Consumer requested the repair of a defect that proves to be irreparable. If the Customer–Consumer does not exercise their right in time, they have the rights according to clause 10.1.4. of these GT&C.

10.1.4. Until the Customer–Consumer exercises the right to reduce the price or withdraws from the Contract, the Provider may deliver what is missing or remove the legal defect. Other defects may be removed by the Provider at its option by repairing the Service or by delivering a new Service (this does not apply if the defective Service or the subject of the work cannot be returned or handed over to the Provider due to its nature); this choice

must not cause disproportionate costs to the Customer-Consumer.

10.1.5. If the Provider does not remove or refuses to remove the defective item in time, the Customer-Consumer may request the exchange of the provided Service for a new Service or may withdraw from the Contract. The Customer-Consumer may not change the choice made without the consent of the Provider.

10.1.6. The Customer-Consumer is not entitled to defective performance if the defect was caused by the Customer-Consumer.

10.1.7. Procedure for alleging defects – complaints

10.1.7.1. Method of complaint

- Defect rights are applied with the Provider and at the Provider's contact points listed in clause 20.6. of these GT&C, in particular by describing the defect or the manner in which the defect manifests itself. After the Customer-Consumer exercises the right from defective performance, the Provider informs the Customer-Consumer about the method of handling the complaint immediately; in complex cases no later than 3 working days from the date of the complaint; in justified cases, especially if a complex technical assessment of the Service is required, no later than 30 days from the date of the complaint.

- When making a complaint, it is necessary to notify the Provider in the manner specified in the previous paragraph and without undue delay after the Customer–Consumer has found a defective performance and describe it in detail. A written complaint must contain at least:
 - name and surname and other identification data of the Customer–Consumer;
 - description of the error or the way in which the defect manifests itself;
 - the proposed method of resolving the complaint, including the specification of the claim for liability for defects.
- The Provider shall issue a confirmation to the Customer–Consumer when filing the complaint. If the complaint is made by means of distance communication (especially email, telephone), the Provider shall deliver the confirmation of the complaint to the Customer–Consumer immediately; if it is not possible to deliver the confirmation immediately, it must be delivered without undue delay, but no later than together with the proof of handling the complaint; the confirmation of the complaint need not be delivered if the Customer–Consumer has the opportunity to prove the complaint in another way.

10.1.7.2. Method and deadlines for handling complaints

10.1.7.2.1. The Provider is obliged to handle the complaint of the Customer–Consumer within the deadline without undue delay, reasonable complexity and nature of the claimed defect, no later than 30 days from the date of the complaint.

10.1.7.2.2. The Provider shall issue a written document on the handling of the complaint no later than 30 days from the date of the complaint, but no later than together with the document on the handling of the complaint if the deadline for its handling started on the day of taking over the subject of the complaint by the Provider.

10.1.7.2.3. After examining the submitted documents, the Provider may handle the complaint in the following way:

- acknowledging the complaint as justified and making a correction
- not accepting the complaint as justified.

10.1.7.2.4. Where technically possible, the Provider informs the Customer–Consumer about the method of handling the complaint by sending a message to the Customer’s Email.

10.2. Instruction on the consequences of withdrawal from the contract in accordance with Section 9 of the Act on Distance Contracts

10.2.1. Effects of withdrawal

10.2.1.1. If the Customer–Consumer withdraws from the Contract, the Provider shall return to the Customer–Consumer all payments received from the Customer–Consumer, including delivery costs, without undue delay, no later than 14 days from delivery of notice of withdrawal (except for additional costs incurred as a result of the method of delivery chosen by the Customer–Consumer and which differs from the cheapest common method of delivery offered by the Provider). The Provider shall use the same means of payment used by the Customer–Consumer for the execution of the original transaction unless the Customer–Consumer has expressly specified otherwise.

10.2.1.2. As the Provider provides the Services, it does not incur any costs for the return of goods. The costs associated with withdrawal from the Contract (i.e. especially postage, etc.) shall be borne by the Customer.

10.2.1.3. In the event of withdrawal from the Contract within the statutory 14-day period and if the Provider has started to provide the Services at the express instruction of the Customer, the Customer is not entitled to a refund of the

fee paid to the registration authority (including related administrative costs).

10.2.1.4. If the Customer–Consumer withdraws from the Contract and the Provider has started performance on the basis of an explicit request of the Customer–Consumer before the expiration of the period for withdrawal from the Contract, the Customer–Consumer shall pay the Provider a proportionate price for performance provided by the time of withdrawal from the Contract. If the agreed price is unreasonably high, the Customer–Consumer shall pay the Provider a proportionate part of the price corresponding to the market value of the provided performance.

10.3. Statements of the Customer–Consumer

10.3.1. The Customer–Consumer expressly requests and agrees that the Provider will start providing Services under the Contract with the Provider before the expiration of the 14-day period for withdrawal from the Contract, resulting in losing the right to withdraw from the Contract in case of full delivery of the Service, which the Customer–Consumer expressly agrees with and acknowledges.

10.3.2. The Customer–Consumer agrees that the electronic content is delivered to the Customer–Consumer under the Contract other than on a tangible medium before the expiration of the period for withdrawal from the Contract, whereby the

Customer-Consumer loses the right to withdraw from the Contract, which they expressly agree with and acknowledge.

10.3.3. In the event of a conflict between clause 10 and other provisions of these GT&C, the provisions of these GT&C and legal provisions which are more advantageous for the Customer-Consumer and which serve their benefit shall apply to the Customer-Consumer.

11. EXCLUSION OF LIABILITY AND GUARANTEES

11.1. The Customer acknowledges and agrees to use the Provider's system at their own risk. Although the Provider makes every effort to ensure the timeliness, validity and completeness of the information on the Provider's website, it excludes all guarantees, conditions or statements of any kind to the maximum extent permitted by law and does not guarantee the accuracy or completeness of the Provider's Website or any information or content nor it being free from errors or viruses.

11.2. The Customer acknowledges that the Provider is not responsible for the level of quality of the Services provided affected by the nature of the technologies used.

- 11.3. The Provider is not responsible for problems caused by a failure or unavailability of the Provider's DNS system that was not caused by the Provider.
- 11.4. The Provider is also not liable for system failures or outages that have arisen independently of the Provider's will and prevent it from fulfilling its obligation to the Customer, including outages caused by interruption or incorrect provision of third party cloud services.
- 11.5. The Provider is not responsible for the correctness, completeness and timeliness of the content of the Provider's Website or for any direct or indirect damages incurred in connection with the connection and use of the Provider's Website or the Provider's system, as well as for damages resulting from its or its partial or complete malfunction. Due to the nature of the Internet, the Provider does not guarantee the possibility of connection and faultless operation of the Provider's Website or the Provider's system due to inability to connect to the Provider's Website or system or the inability to use the content of the Provider's Website or system.
- 11.6. The Provider is not responsible for the obligations of persons whose offers are in the form of advertising or otherwise listed on the Provider's Website, nor is it a participant in legal relations that the Customer has entered into with third parties. Furthermore, the Provider is not responsible for the truthfulness, content and form of third-party advertising published on the Provider's Website.
- 11.7. The Provider is not responsible for the content of third party websites that are accessible through the Provider's Website, nor for the obligations of persons who offer, provide or mediate services on

third party websites. The same applies to third party websites from which it is possible to connect to the Provider's Website.

12. EXCLUSION FROM OPERATION

12.1. When using the Services, the Customer and all other persons who will be allowed to use the Services shall refrain from any action that is contrary to law, in particular, but not exclusively:

12.1.1. Offering or disseminating content, as well as operating activities and services that are in conflict with the law of the Slovak Republic, European law and applicable international treaties by which the Slovak Republic is bound, as applicable, and any other applicable law.

12.1.2. Promoting the suppression of fundamental rights and human freedoms guaranteed by the Constitution to groups, individuals or nations.

12.1.3. Offering or distributing pornographic material in violation of the law.

12.1.4. Running warez, gamez, crack servers or content with a similar focus.

12.1.5. Running download servers, chat servers, servers offering illegally obtained software for the purpose of selling and providing such illegal software to third parties.

12.1.6. Running applications aimed at sending spam.

12.1.7. Infringement of copyright and other rights of third parties, including other intellectual property rights.

12.1.8. Use and dissemination of tools that threaten the security of the Internet.

12.1.9. Overloading the Provider's servers with overloading scripts or applications or otherwise obstructing the server's functions or running scripts or applications that could in any way harm the Provider or a third party.

12.1.10. Using means other than those provided or agreed by the Provider.

12.2. The Provider is not obliged to provide Services to Customers who act by offering content, sharing content or downloading content:

12.2.1. which is in conflict with the laws of the Slovak Republic and/or valid international treaties by which the Slovak Republic is bound, as well as, if applicable, with any other law;

12.2.2. which infringes intellectual property rights;

12.2.3. resulting in illegally acquiring or distributing software (and other computer programs) for the purpose of distributing (with or without remuneration) such illegally acquired or distributed software to third parties (e.g. warez, crack and similar focus);

12.2.4. which can be marked as spam, which is used to send spam, which link to spam, while the operation of services by the Customer who is connected to and published in connection with the term spam being also excluded from operation;

- 12.2.5. which contains illegal applications and scripts or which overloads database systems or causes server failures;
- 12.2.6. which overloads the infrastructure and connection links or hardware of the Provider or other persons;
- 12.2.7. which endangers the privacy or security of other Internet users' computer systems or endangers the privacy or security of any Internet users (for example through viruses, password generators, etc.);
- 12.2.8. which may be marked as music, sound, image, film or other similar files for which the Customer does not have permission or copyright or other rights to distribute;
- 12.2.9. which contains any information damaging the good name of the Provider and/or its employees;
- 12.2.10. which is the property of the Provider and is disseminated by the Customer without the written consent of the Provider;
- 12.2.11. which is a part of the Service provided to the Customer and the Customer does not have the written consent of the Provider for the provision of the Service or its part to third parties;
- 12.2.12. which may give the impression that the Customer acts on behalf of the Provider, even though it is not its authorised representative or colleague;
- 12.2.13. which directly or indirectly infringes any rights of third parties;

12.2.14. which is contrary to good morals;

and further anything that could even partially fall into the above categories, while the decision on the breach of this paragraph by the Customer is solely at the discretion of the Provider.

12.3. The Customer undertakes to protect the Provider and its customers and third parties from any damage, harm and expenses that may arise as a result of its actions in providing Services under these GT&C, and the Contract which are in conflict with these GT&C, the Contract or the law and to compensate them any such damage, harm or expense incurred by them. This provision applies in particular, but not exclusively, to the cases referred to in clauses 12.1. and 12.2., but especially to the placement of inappropriate or prohibited scripts that overload and slow down the Provider's servers, hosting sites with unauthorised content, overloading connections (for example, illegal downloading of music and films, etc.), spam and other activities in violation of the Contract, generally accepted rules, generally binding laws and generally accepted ways of using the Service ordered by the Customer and these GT&C applicable to the Service. The Customer acknowledges and agrees that, in the interest of protection of the operation of the provided Services, the Provider may, within the framework of its operational policy, adjust the settings of the provided Services so as to prevent their possible misuse as much as possible.

12.4. If the Provider finds a breach of prohibitions by the Customer or other defective actions of the Customer, the Provider has the right to immediately and without compensation terminate the provision of Services to the Customer, withdraw from the Contract and the Provider also has the right to claim damages in the amount

corresponding to the damage, harm and expenses. The price paid by the Customer even for the period which the Customer did not use after the cancellation of the provided Service is not returned to the Customer and its amount represents a one-time contractual penalty for breach of the Customer's obligations, which is offset against the right to a refund. The arrangement on the contractual penalty does not affect the right to compensation for damages, harm and expenses in full, nor does it cause the termination of the obligation secured by the contractual penalty.

12.5. The Customer acknowledges and agrees that the Provider uses software that automatically repairs and possibly removes vulnerabilities, malicious software and viruses in files in the Customer's web space. The Customer acknowledges and agrees that the Provider is not liable for any direct or indirect damage caused by such software, caused, for example, by interruption of the provision of the Service, slowdown of the website or loss of data.

12.6. The Customer further acknowledges that in the event of detection of harmful content pursuant to the previous point of these GT&C, the Provider has the right to block the provision of certain Services to the Customer until the Customer remedies the situation; this does not affect the obligation of the Customer to pay the agreed price for the Services in accordance with the Contract. If incidents recur, the Provider may permanently block the relevant Services; in such a case, the Provider has the right to withdraw from the Contract and all other contracts between the Provider and the Customer concerning the provision of Services.

12.7. The Provider is not obliged to actively control the use of the Services by the Customer or to supervise them, nor to notify the Customer of

any breach of their obligations arising from these GT&C, this Contract or the law. The Provider does not and is not entitled to exercise directly or indirectly a decisive influence on the activities of the Customer.

13. LIABILITY FOR DAMAGE AND COMPENSATION

13.1. The Provider is liable to the Customer, who is not a Consumer, for the actual damage caused by breach of its obligations, and the Provider and such Customer agreed to limit the scope of damages under Section 379 of the Commercial Code to the maximum monthly performance paid by the Customer to the Provider for the Services on the basis of the Contract, the provision(s) of which was/were violated by the Provider. The Provider and the Customer, who is not a Consumer, acknowledge that the limitation of liability for damage determined in this way is appropriate with regard to the provided Services, takes into account the sum of all foreseeable damages, and does not contradict the principles of fair trade.

13.2. Unless otherwise stipulated by mandatory laws, the Provider is not liable for any damages, including lost profits, which arose or will arise as a result of force majeure, actions of third parties or the Customer's own actions, but especially as a result of:

13.2.1. the occurrence of a failure, non-delivery or erroneous or incomplete delivery of the ordered Service, especially for technical or other operational reasons (including internet network failure or delayed data delivery or data damage during transmission, exceeding the capacity limit, etc.), or on the basis of generally binding legislation, in the event of a declared state of emergency or for other reasons of general interest, as well as in

the event of an obstacle arising independently of the Provider's will and preventing the Provider from fulfilling its obligation to provide the Services under the originally agreed conditions and at the originally agreed time and/or extent;

13.2.2. temporary interruption of the provision of Services by the Provider due to failure, repair or maintenance of the Provider's Website and system;

13.2.3. fault on the part of the Customer;

13.2.4. loss, theft or misuse of the Customer's access data and passwords;

13.2.5. factual inaccuracy, untruthfulness, incompleteness or outdated data and information provided by the Customer;

13.2.6. other cases specified in these GT&C.

13.3. The exercise of the right to compensation by the Customer precludes the application of a contractual penalty in the same matter.

13.4. The Customer undertakes to inform the Provider in writing without undue delay of the threat of damage and its possible amount. Violation of this obligation terminates the Customer's right to compensation for damage.

13.5. If the Customer violates the obligations arising from the law, these GT&C, the Contract or other Contract Documents and the Parties have agreed on a contractual penalty for this case, this does not affect the Provider's right to compensation in full.

14. SPECIAL ARRANGEMENTS FOR THE DISSEMINATION OF ILLEGAL ADVERTISING AND ADVERTISING WHICH IS AN UNFAIR COMMERCIAL PRACTICE

14.1. The Provider shall use its best endeavours to prevent the dissemination of advertising which is illegal or which may constitute an unfair commercial practice, in particular in relation to consumers, including particularly vulnerable consumers (due to their age, mental or physical weakness or trust).

14.2. The Provider reserves the right not to accept the Customer or immediately terminate the provision of Services to the Customer (and/or withdraw from the Contract) if it learns that the Customer offers or disseminates content within the provided Services that is or may be in conflict with Act No. 147/2001 Coll., on Advertising and Amending Certain Other Acts.

15. INFORMATION PROTECTION

15.1. The Provider and the Customer have agreed that all information that they have provided or will provide to each other when concluding the Contract, and information that would otherwise arise during the performance of the Contract, will remain confidential.

- 15.2. The Provider and the Customer undertake to maintain the confidentiality of all confidential information and facts which they have learned or will become aware of in connection with the provision of Services, and the disclosure of which to third parties could result in damage to the other Party or other persons.
- 15.3. The protection of information does not apply in cases where the Provider has an information obligation stipulated by law or when the information is requested by state or public administration bodies that are authorised to do so by law or when the information is publicly available.
- 15.4. In the event of a breach of the duty of confidentiality under these GT&C by either of the Parties, the Parties have agreed on a contractual penalty in the amount of € 400 for each individual case of breach of duty.
- 15.5. The contractual penalty according to the previous clause 15.4. of these GT&C does not affect the right to compensation in full.

16. PRIVACY POLICY

- 16.1. The Customer acknowledges that they are obliged to state their personal data correctly and truthfully during registration and order and that they are obliged to inform the Provider without undue delay of any change in their personal data.
- 16.2. The Provider, as the controller of personal data within the meaning of the GDPR, undertakes to process personal data under the Contract in accordance with the rules set out in the GDPR and other generally

binding legislation on personal data protection and in accordance with the information contained in the Provider's Statement on the Protection and Processing of Personal Data.

16.3. The Provider undertakes to process only those personal data of the Customer which are strictly necessary in connection with the subject of performance of the Contract (including archiving of the Contract and related accounting documents in accordance with applicable law), fulfilment of legal obligations or protection of the legitimate interests of the Provider.

16.4. In connection with the processing of personal data, the Provider declares that it:

- processes personal data in accordance with the requirements of the GDPR;
- processes personal data only for the purpose and to the extent necessary for the performance of the Contract, legal obligations or the protection of the Provider's legitimate interests;
- ensured that persons authorised to process personal data are bound by a duty of confidentiality or are subject to a legal duty of confidentiality;
- takes appropriate technical and organisational measures to ensure a level of security that meets the requirements of Article 32 of the GDPR;

- in the event of a breach of personal data protection which poses a risk to the rights and freedoms of natural persons, informs the supervisory authority or the persons concerned;
- upon termination of the Contract, erases all personal data, provided that this is possible under the laws in force and effective at the time of termination of the Contract and that the reason for protection of the legitimate interests of the Provider no longer exists.

16.5. The Customer acknowledges that the Provider may send the Customer commercial communications concerning the Provider's products or services that are similar to those that the Customer ordered or purchased from the Provider at least once. For this purpose, according to the valid legislation, the consent of the Customer with the processing of personal data is not required. If the Customer does not want the Provider to continue to send them commercial communications, they may object to the sending of commercial communications by the Provider.

16.6. Further information concerning the protection of personal data is provided in the Provider's Statement on the Protection and Processing of Personal Data. The Customer confirms that they have read this document and that they have been informed that its current version is available on the Provider's Website.

17. INTELLECTUAL PROPERTY PROTECTION

17.1. The Provider's Website is protected by copyright. All content that is the subject of intellectual property belongs to either the Provider or a

third party that has given the Provider consent to its publication. The content of the Provider's Website may only be used for personal use and non-commercial purposes. Unless sharing or other processing of published material is directly permitted on the Provider's Website, it is prohibited to change, modify, transmit, reproduce, upload, download or otherwise use the text, graphics or any other content of the Provider's Website without the Provider's prior written consent.

17.2. The Customer acknowledges that an infringement of intellectual property rights may occur in the event of a violation of the above provision. As a result, the Provider or the injured party may be entitled to compensation in full from the Customer or another person who directly or indirectly infringes an intellectual property right.

18. COOKIES AND GOOGLE ANALYTICS

18.1. The Provider's Website uses cookies. Further information on cookies is available by clicking on the information bar available on the Provider's homepage.

19. SERVICE OF DOCUMENTS

19.1. It is possible to send messages to the Customer to their Email.

19.2. Invoices issued and used in the form of electronic invoicing must meet all legal requirements.

- 19.3. By submitting the Order, the Customer agrees to the sending of invoices electronically to the Customer's Email.
- 19.4. The Customer acknowledges that if they require the sending of all documents, including correspondence, in paper form, the Provider may require the Customer to reimburse costs incurred in connection with this form of communication, in which case the Customer undertakes to reimburse the costs quantified by the Provider.
- 19.5. The Customer acknowledges and agrees that all correspondence between the Customer and the Provider will take place electronically and the contact of the Provider will be the email specified in clause 20.6.; communication through these contacts will have the same legal weight as correspondence sent in traditional (paper) form by the holder of a postal licence.

20. FINAL PROVISIONS

- 20.1. The Provider may at any time change any part of these GT&C or Product Terms to a reasonable extent, with effect from the first day of the calendar month after delivery of a written notification to the Customer of the change of these GT&C no later than 15 days before the effective date of the change (written notification means also a notification in electronic form stored in the Customer's User Interface or sent to the Customer's Email); in the event that the Customer does not agree with the relevant change, they may withdraw from the Contract by delivering a written notice of withdrawal to the Provider no later than on the day preceding the effective date of the change. If the Customer does not exercise their right to withdraw from the Contract in accordance with the previous sentence, these GT&C

and/or Product Terms become binding for the Customer from the effective date of the change.

20.2. If the relationship established by the Contract or these GT&C contains an international (foreign) element, the Parties agree that this relationship is governed by Slovak law, with the exception of the provisions of conflict-of-law rules. This does not affect the rights of the Customer arising from generally binding legislation.

20.3. If a Service is marked 'unrestricted', the following rules apply to the interpretation of this term:

20.3.1. Unlimited monthly data transfer means the transfer of data between the Customer's domain and the Internet in an amount that does not significantly exceed the normal use of the Service by other customers of the Provider and at the same time such data transfer does not negatively affect the stability of the Provider's services;

20.3.2. Unlimited web hosting – disk space on shared web hosting is always defined in size (according to the current requirements of the Provider's customers). At the request of the Customer, the Provider may increase the disk space reserved for a specific domain free of charge. The Provider may refuse to increase the disk space or may increase it at its discretion in order to maintain the stability of the services provided to all customers.

20.3.3. Unlimited number of domains – the number of domains corresponding to the usual use of shared web hosting services by the Provider's customers. At the request of the Customer, the

Provider may increase this limit in order to maintain the stability of services provided to all customers.

- 20.4. All disputes arising from the Contract, these GT&C, the Price List or other related Contract Documents will be decided exclusively by Slovak courts and the competent court for resolving disputes will be the court in the place of the Provider's registered office, if permitted by law.
- 20.5. If any provision of these GT&C is or becomes invalid or ineffective, the invalid provision shall be replaced by a provision the meaning of which is as close as possible to the invalid provision. The invalidity or ineffectiveness of one provision does not affect the validity and effectiveness of the other provisions.
- 20.6. Contact details of the Provider: delivery address: Webglobe, a.s.; registered office: Stará Prievozská 1349/2, 821 09 Bratislava; company ID: 52 486 567; registered in the Commercial Register of the District Court in Bratislava I, Section Sa, Insert 6989/B; email: helpdesk@webglobe.sk; phone 02 – 581 010 62.
- 20.7. The Customer, who orders the Services through the Provider's presentation or in another manner acceptable to the Provider, confirms that they agree with these GT&C, the Price List and the related Contract Documents in full. In the case of the Customer-Consumer, these documents will be available at the place of presentation or other place where the Contract was concluded and will be provided to the Customer-Consumer in a suitable form.

20.8. These GT&C shall enter into force and effect on 1 January 2022 and shall fully replace all GT&C issued by the Provider by that date.