General Terms and Conditions for GAMO a.s. Cloud Services

1. Introductory provisions

1.1 The company GAMO a.s. with registered office: Kyjevské námestie 6, 974 04 Banská Bystrica; company ID No.: 36033987; incorporated in the Commercial Register of the District Court Banská Bystrica, section: Sa, file No. 550/S (hereinafter referred to as the "Provider") for the purposes of more detailed definition of reciprocal rights and obligations between company GAMO a.s. as Provider of cloud computing and other related services (hereinafter referred to as a "Service" or "Services") and a legal entities or natural person entering into contractual relationships with company GAMO a.s. (hereinafter referred to as the "User"), issues these General Terms and Conditions for GAMO a.s. Cloud Services, (hereinafter referred to as a GTC).

1.2 The current General Terms and Conditions shall form an integral part of the contract. If GTC include provisions differing from the contract, the provisions of the contract shall prevail over these business conditions. Differing or supplementary conditions shall be valid if agreed in written.

2. Definitions

2.1 **Provider** is the company GAMO a.s. with registered office: Kyjevské námestie 6, 974 04 Banská Bystrica; company ID No.: 36033987; incorporated in the Commercial Register of the District Court Banská Bystrica, section: Sa, file No. 550/S.

2.2 **User** is a natural person or legal entity being in a contractual relationship with Provider based on Cloud Service Provision Contract.

2.3 **Prospect is** a person who is interested in concluding a Cloud Services Provision Contract with Provider, and who addresses to Provider with an expression of will in the form of an Order.

2.4 **Contracting Parties** refer to Provider and User, entering into the contract for Cloud Service Provision.

2.5 **Third Entities, Third Parties** are any persons and entities other than Provider and User unless otherwise provided in the contract and these GTC.

2.6 **Cloud Service Provision Contract** (hereinafter referred to as the "Contract") refers to a written contract concluded between User and Provider, which is subject to:
- Provider's obligation to provide User with Cloud Computing Service, further specified in Contract to the extent, in the manner, and under conditions further agreed in this Contract and GTC,
- User's obligation to use the Services duly and pay for them to Provider at the amount, in the manner, and under conditions further agreed in Contract and GTC,
- Regulation of reciprocal rights and obligations of Contracting Parties when performing the subject matter of Contract – Provision of Services by Provider to User.

2.7 **Service or Services** are Cloud Computing Services and other related services.

2.8 **Cloud Computing** is the service provided by GAMO a.s. Cloud Service, which serves as the space for placement and operation of required software products, applications and solutions in combination with User's data that User uses for his purposes and accesses them remotely via the Internet, through the logins assigned by Provider, or User.

2.9 **Ordered Service and/or Contractually Agreed Service** is a Service ordered by User and provided by Provider under a valid and effective Contract.

2.10 **Internet** is a public data networks enabling data and other information exchange between network termination points, or/and other forms of communication.

2.11 **Disk Space** refers to the disk space with the capacity corresponding to the common user standard for a certain type of user, with regards to Provider´s means and maintenance of operational fluency on Provider's facilities. On User´s request shall Provider increase the disk capacity with regards to his means and maintenance of operational fluency on Provider's facilities. Provider reserves the right to refuse the repeated increse of disk capacity for User in the event of a threat to the smooth running of server.

2.12 **Provider's Server** is a physical server, which operates User´s virtual severs.

2.13 **CPU** is a procesor, providing computing power.

2.14 **Price Calculation/Price/Price of Services** is the price of ordered Service, i.e. the sum of all prices for ordered Sevices. Price calculation is an integral part of Contract.

2.15 **Unit Prices** (hereinafter referred to as "Price List") are the price information for individual Services, establishment fee Services, and about the possibility of discounts for individual Services and other related information. Individual prices in Price List always do not include VAT. Price List is annexed to Contract.

2.16 **Service Level Agreement (hereinafter referred to as „SLA")** means guaranteeing the availability of agreed Services provided by Provider.

2.17 **User's Identification data** with physical person are first name, surname, title, personal identification number, permanent residence address, with legal entity, name, registered office, identification number, a tax identification number, a VAT identification number, if they are VAT payers, responsible person acting in behalf of the company.

2.18 **Personal Data** are details defined under Act No. 122/2013 Coll. on personal data protection, as amended.

2.19 **Provider's Websites** are websites of GAMO a.s. company accessible on http://www.gamo.sk or on http://www.gamo.cloud.sk .

2.20 **Technical Support/Help Desk** is Provider's customer care centre, which provides User with any technical support, and handles any User's complaints, requests and other demands.

2.21 **Temporary Suspension of Service Provision** refers to the act, when Provider temporarily denies User with access to Services under conditions stipulated in Contract or these GTC.

2.22 **Individual Contract** is Contract concluded between User (a distributor) and the end costumers.

2.23 **Safety Incident** is a damaging event resulting in the threat or loss of data confidentiality, the destruction of data, system integrity break-in, or the limitation, or refusal of the access to the Service.

2.24 Terms and concepts defined in these GTC agree with the meaning of terms and concepts in all binding legal relationships between Provider and User, regarding the Services, unless otherwise expressly agreed by generally binding regulations or by the Parties.

3. Conditions for the Provision of Services

3.1 Provider provides Services under written Contract concluded with User. Provider and User enter into the contractual relationship under conditions stipulated in GTC. The GTC shall form an integral part of Contract.

3.2 Supply of terminal telecommunication equipment is not part of Service Provision, unless otherwise agreed in Contract.

4. Conclusion of Contract, Service ordering

4.1 To enter into a written Contract for the provision of Cloud

Computing Services shall both Contracting Parties, or authorized representatives of both Contracting Parties, sign Contract on the same day.

4.2   Provider has the right to refuse to conclude Contract.

5.   Provider´s Rights and Obligations, Provider´s Responsibility.

5.1   Provider is obliged to provide the agreed Services to an extent, in a manner, and under conditions agreed in Contract or an order, and stipulated in GTC. When providing Services, Provider shall act under generally binding legal regulations in force and effective in Slovak Republic.

5.2   In order to perform the subject matter of Contract, Provider undertakes to provide accurate care of the safety and smoothness of Service operation. Provider guarantees to ensure continuous provision of Services.

5.3   In the event of a safety incident related to the provision of Cloud Computing Service, Provider is obliged to inform User of its occurrence, without undue delay.

5.4   Provider is obliged to provide User with the help and technical support through Help Desk on Provider's website https://www.gamocloud.sk/.

5.5   Provider has the right to implement short interruption to the Provision of Services, for the time necessary to carry out the maintenance and any repairs of his equipment.

5.6   Provider is entitled to interrupt or limit Service Provision, when the Service Provision is rendered impossible, or limited by unavoidable circumstances, which are impossible to foresee or avoid (in particular force majeure and any other circumstances relieving from liability under Commercial Code).

5.7   Provider undertakes to notify User of planned unavailability of Services without undue delay, however, at the latest seven days in advance. Provider agrees to notify User of the unavailability of the Services caused by unavoidable circumstances without undue delay, as soon as Provider learns about unavailability and the causes of unavailability. In these cases, Provider does not ask User for notice delivery confirmation. Sending a notification to User's contact email is considered as delivery. User is aware of this.

5.8   Provider is entitled to temporary interruption or restriction of Service Provision to the necessary extent, without prior notice to User, if Services are used in contradiction to Contract, and if this endagers functioning of Provider's facility, or third parties.

5.9   Provider is entitled to limit the size of reserved disk space, transmission rate for User, or the other activities on his facilities to certain limit, if User´s current activities are endangering or substancially limiting smoothness or functional operation of his facilities or other users´ activities.

5.10   Provider is entitled to unilateral restriction or change of functional or technical specification of Service, or improvement of User´s interface to access Service, as long as this modification, change or improvement are in accordance with the latest knowledge, in the particular field, or will undoubtedly contribute to the User´s comfort in using Service.

5.11   Provider is not responsible for the interruption of Service Provision to User, if User caused malfunction himself, in the event of third party involvement, or force majeure, or in the event of malfunction on facilities of the third party suppliers, mainly large and long-term power outages, telecommunication connection, etc., if these events have not been demonstrably preventable, or occured due to Provider´s negligence, or were caused by an irreversible event without having service origin.

5.12   Provider undertakes to eliminate the malfunctions, which were not caused by User or the person authorized to act on behalf of User.

5.13   The malfunctions caused by User´s actions, shall be removed by Provider and this Service shall be charged according to the current Provider's pricing, which is stated in Cloud Services Protocol.

5.14   Provider is not responsible for damages or lost profits that User has generated when using the Services.

5.15   Provider does not have the access to the content and has no control over the content of User´s stored data. Provider is not responsible for the content of the stored and backup data on Disk Space, which User uses for his purposes covered by Service. Provider is also not responsible for the way User is using the Services, even when it is in contradiction to the Slovak legislation in force.

5.16   Provider is not responsible for any violation of intellectual property rights on User's virtual server, website, and e-mailbox, which he commits, by using and distributing materials used by unauthorized authors. Provider is also not responsible for any violation of domain name rights, under the protection of the trade name, trademark or other protection of intellectual property rights.

5.17   Provider guarantees continuous operation of Services on Cloud server, with availability up to 99,95 %, respectively, any Service ordered by User (within a calendar month) and any User ordered additional Services.

5.18   This warranty applies only to outages or failures or malfunctions that have been provably caused by Provider´s party. Provider's monitoring is crucial. Provider is not responsible for faults caused outside of his technology (ie, third party faults on the way to User).

5.19   In the event of non-compliance with the subject of Contract, User has the right to request a discount from Provider in accordance with point 15.3 of GTC. The discount in question will be taken into consideration in the next invoice if, User applies the discount in writing to Provider within one month after the end of the billing period, in which Service was unavailable.

5.20   The availability warranty does not apply to interruption of Services due to unforeseen events (e.g. flood, fire, earthquake, terrorist attack, war, etc.), due to factors caused by third suppliers (e.g. long-term power outage, outage of third party telecommunication services); and unauthorized third party interference in the operation of servers.

5.21   Provider is not responsible for the outages caused by User´s unprofessional intervention, or by the intervention of User´s system administrator.

5.22   Provider is obligated to protect interests of User, of which he is aware, related to arrangements under Contract's subject matter. Further, Provider is obliged to notify User of all/any negative circumstances he has encountered in the performance of Contract. In the event of a security incident related to Cloud Computing Services, Provider is obliged to inform User of its occurrence, without undue delay.

6. User´s Rights and Obligations, User´s Responsibility

6.1   User is obliged to use the Service in a manner that is consistent with Contract and GTC, possibly, in accordance with Provider's instructions and in accordance with generally binding regulations.

6.2   User is obliged to pay the Price, fees and remuneration for Services, provided duly and in a regular manner under Contract.

6.3.   Before commencement of Service use, User is obliged to get acquainted with the content of GTC and Contract.

6.4   Unless otherwise stated, User may, on a monthly basis, change

the mode of operation or the range of ordered Services for a further period, in particular by adding or removing individual Service components, to the extent that corresponds to Provider´s current service offer.

6.5 User is not entitled to operate within Services on their server (virtual server) content, which is in contradiction to:
- The law of Slovak Republic,
- Standards of the competent authorities of the European Union, the European Communities, the European Economic Community, as long as Slovak Republic's access to the European Union is directly applicable to the territory of Slovak Republic,
- The international agreement binding Slovak Republic, published in the Collection of Laws or in the Collection of International Treaties,
- The good morals,
- The principles of fair trade,
- The custom or decision of the court or legal habit of the subjected language territory.

6.6 User is in full extent responsible for the content of his virtual server. Provider does not have any access to the content and has no right to control User´s content of stored data.

6.7 User is fully responsible for the damage caused on Internet or to the third parties, namely by unauthorized access to the information, unauthorized access to the foreign systems, sending unsolicited messages or other abuse of Internet access or other unauthorized conduct.

6.8 User is in full extend responsible for any violation of the third-party´s rights to the computer programs, respectively, software products and works, placed on their virtual server.

6.9 User is required to call Provider on +421 48 437 2860, or notify via email on helpdesk@gamocloud.sk, without undue delay, if any malfunctions, failures or other Service shortcomings occur. Provider´s email and telephone number are also published on Provider's website

6.10 User has right to free of charge defects removal, for defects in Service Provision, which he did not cause.

6.11 User is required to supply Provider with requested, or any cooperation, necessary in order to remove defects or other Service shortcomings.

6.12 User is required to supply Provider, without undue delay, with the co-operation necessary for the Service Provision, as well as any information and material, necessary to meet Provider´s obligations. Provider is not in delay with the provision of Services if User is late in providing the requested co-operation.

6.13 User is entitled to a discount from the price for not providing service availability in time, agreed in Contract, and in the amount specified in point 15.3 GTC or in Contract, if the availability access failure is caused by Provider. User must apply the discount in question to Provider within one month, after the end of the billing period, in which the availability has not been granted.

6.14 User does not gain any rights to the facilities or software, belonging to Provider, or any third-parties, whose device may Provider use when providing the Services.

6.15 User acknowledges and agrees that he must himself secure his login and other sensitive information provided by Provider and to exclude, to the utmost extent, its abuse by unauthorized persons.

6.16 User is obliged to change the given login password, immediately, after receiving his login information from Provider.

6.17 User undertakes to notify Provider, in writing, of any changes to his identification, billing and contact details provided at the time of signing Contract, within 10 days of the time the change occurred. In the event of non-compliance, User is liable for the

incurred damage.

7. Price of the Service/Services, Penalty

7.1 The Price of Services is determined by agreement of the Parties.

7.2 A detailed breakdown of the price for ordered Services and fees is stated in the Cloud Services Protocol, annexed to Contract. The protocol may be in paper or electronic form.

7.3 In the event of change in the mode of operation, or range of Services, in accordance with point 6.4, the cost of Services for the next calendar month, shall be determined by the new Cloud Services Protocol or its electronic equivalent.

7.4 The prices of all Services, as well as the amount of fees and charges set forth in this Contract, do not include VAT. Contractually agreed prices will be charged VAT at the amount set in accordance with generally binding regulations effective in Slovak Republic.

7.5 Reimbursement of the cost of Services as well as, payment of the fees and charges specified in Contract means their assignment at full charge, including VAT, in favour of Provider's account.

7.6 The price of services, fees and charges shall be paid in EUR, via (wire) bank transfer to Provider´s account, based on an invoice, issued by Provider by the 15th day of the month in which Services are provided, with the payment due of 15 days from the date of tax document issuing.

7.7 The invoice issued by Provider must contain all the details required under the applicable legislation. Provider shall issue, and provably deliver the invoice to User in accordance to Contract without undue delay.

7.8 User is required to check the accuracy of the invoice. If an invoice is incorrectly issued, User is required to report this issue, immediately. In this case, User will be given a new 15-day payment due, from the date of issuing of the corrected invoice. User is required to pay the issued invoice, for the provided Service, in the full amount of the price, including the VAT within 15 days, unless, the payment due on this invoice, is agreed otherwise in writing between User and Provider.

7.9 In case User terminates Contract during the billing period, he shall not claim the aliquot refund for the provision of Service/s by the end of the billing period, unless the termination was due to violation of Contract by Provider.

7.10 **Interest on Delay**. In case of User´s delay of any payment or its part, Provider is entitled to claim interest on delay to User, at the agreed amount of 0.05% per day out of the amount due, including VAT, starting from the first day of the delay, until it is being fully paid. Entitling the interest on delay does not affect Provider's claim for reimbursement of damages to User.

7.11 **Interruption of Service Provision**. In case User is delayed in paying the price of Services, or its part, for more than 15 calendar days from the payment due, and if the price of Services is not paid to Provider's account after Provider´s written notification within the additional period of 7 calendar days, Provider is entitled to interrupt provision of Services during the delay, until the full payment of the amount due. Provider is not being late in providing services if User is being late in paying the price of Services, or other contractually agreed payments and Provider is simultaneously exercising the right to interrupt the provision of Services of what User has been notified in writing.

8. Confidentiality Protection

8.1 Provider and User are obliged to treat all information about the other Contracting Party, and by them defined addressees, as confidential, they have no right to use them in any manner for own purposes, or for other persons, respectively misuse them. Provider and User are obliged to secure confidentiality of own

employees and other persons, who take part in the performance of the obligations under Contract, covering all facts they have learnt in relation to Contract.

8.2 Provider is required to take all necessary measures to ensure that the obligations in this article are also performed by all persons participating in the performance of the subject matter of this Contract, on the Provider's side. User, upon Provider's request and on own initiative, undertakes to establish required synergy necessary for Provider to perform duly the herein mentioned obligations.

8.3 The obligations stipulated in this article are not considered breached, if the confidential information is disclosed or made available to the third party:

■ If necessary for the exercise of the rights of a Party involved in contractual relationship under this Contract, or of a contractual relationship arising out of this Contract,

■ If it is obligatory for the Contracting party under generally binding regulation or pursuant to an enforceable decision, measure or summons from competent authority,

■ If it is necessary for the purposes of judicial proceedings, arbitration hearing, administrative procedure, and other similar proceedings,

■ If the third person refers to a person, whose performances are used by Provider in order to perform binding relationship arising from this Contract or, out of binding relationship established in order to perform this Contract (subcontractors).

9. Privacy policy

9.1 Provider undertakes to comply with the provisions of Act No. 122/2013 Coll. on Protection of Personal Data. Provider declares that he is aware of the commitment to comply with the legal regulations and advice on the content of the obligations arising hereof. Provider's obligation to protect personal data is of unlimited duration.

9.2 In case, where the Provision of Services under the Contract requires any disclosure of personal data on User's party, Provider undertakes to process, or use the personal data in a manner consistent with Contract and only to the extent necessary to achieve its purpose. In this context, Provider is forbidden to copy, scan, record, use, store, transfer, provide, make available or disclose personal data with which he come into contact, when providing Services, for the purposes other than the performance of the subject matter of Contract. Without undue delay, after the performance of the subject matter of Contract, but at the least after termination of Contract, Provider is obliged to terminate processing of personal data in question and dispose the personal data immediately. User declares that he received consent of the persons concerned, mainly those, whose personal data are used to perform Provider's obligations arising from privity of Contract and of those, whose consent is required under the legal regulations.

9.3 Provider is obliged to take all measures necessary to ensure that the obligations stipulated in this article of GTC are also performed by all persons involved on Provider's Party in the performance of Contract's subject matter. User, upon Provider's request and on own initiative, undertakes to establish required synergy necessary so that Provider is able to perform duly, the obligations mentioned herein.

9.4 The stipulation of this article of GTC does not apply to the data stored by User on Provider's virtual server, since Provider does not have access to the content of such data.

10. Life of the Contract

10.1 Contract is concluded for an indefinite period unless otherwise agreed in Contract.

10.2 If Contract is concluded for the fixed period, and none of the Contracting Parties has announced the other Contracting Party in written, the latest 30 days before the termination of the period for which the contract was concluded, about insisting on termination of Contract, Contract remains in force and the period for which it was concluded is being changed from fixed period to indefinite period.

10.3 Contract shall enter into force and effect from the date of its signature by both Contracting Parties.

10.4 According to the relevant provisions of the Civil Code in conjunction with Act no. 211/2000 Coll. in the wording of later regulations, if Contract is binded to mandatory disclosure, Contract shall be effective on the day, following the day of its publication, under the regulations mentioned.

10.5 The Contracting Parties shall be entitled to terminate the Contract:

10.5.1 Upon agreement of Contracting Parties,

10.5.2 Upon a notice with a two-month noticing period commencing on the first day of the month following the delivery of the notice to the other Contracting Party,

10.5.3 Upon unilateral withdrawal, in case of repeated violation of the provisions of this Contract by one of the Contracting Parties. The withdrawal is effective upon the delivery of a written withdrawal to the other Contracting Party. Both Contracting Parties accept the right to claim the compensation for damage:

a) If one of the Contracting Parties shall enter into liquidation,

b) If the assets of one of the Contracting Parties enter bankruptcy,

c) If one of the Contracting Parties transfers the rights and obligations arising from the Contract to any other person without the consent of other Contracting Party.

10.6 Each contracting party shall have the right to withdraw from Contract, in written, under the conditions stipulated under Act No. 513/1991 Coll. Commercial Code as amended – as a result of fundamental breach of the conditions of Contract by the other Contracting Party but, only after prior written notice about the violation of the conditions of Contract, delivered to the other Contracting Party with the 30 day period for undertaking the rectification, if the other Contracting Party failed to undertake rectification within this period.

10.7 **Procedure After the Termination of Contract** if Contract is terminated in any mentioned manner, User is obliged to transfer, to move to his disposition or, respectively, delete in its sole discretion at his own risk and on his own responsibility the data/content, originally saved on his server (virtual server), provided by Provider under Contract in sufficient time, the latest at the last day of the efficiency of Contract. User confirms/acknowledges by signing the Contract that:

■ Provider shall leave any data/content saved for the User's own disposal so that the data/content may be transferred,

■ After Contract effectiveness expiry, Provider shall provide User with a sufficient period of time for transfer of data/content, originally saved on Provider's facilities pursuant to this Contract, during maximum period of 14 days,

■ Provider shall not be responsible for the loss and damage caused to User in connection with the failure to perform User's obligations/exercise rights,

■ As a precaution, Provider has specifically notified User, at the time of sighing Contract, about the procedure for the termination of Contract effectiveness.

11. Licences to the Microsoft Software Products

11.1 Provider declares that he is authorized, due to the license agreement with Microsoft, to place and operate Provider offered and User selected/chosen, Microsoft software products on virtual servers provided to User in accordance with this Contract.

11.2 Provider declares that User is, under the licence contract concluded with Microsoft and for the agreed period, entitled to use Microsoft software products on assigned User´s virtual servers, in the manner, which is in compliance with this Contract, with possible Provider´s commands, in accordance with the generally binding legal regulations and Microsoft licence conditions.

11.3 Provider declares that in compliance with the article of this Contract, User is not obliged to gain licences/conclude individual licence agreements to Microsoft Software Products, placed and operated on virtual servers assigned by Provider to User.

12. Liability for Damage

12.1 The Contracting Parties shall be reciprocally liable for damage caused by breach of their statutory or contractual obligations, except, if the breach or non-compliance has been caused by an obstacle, which has occurred independently of the will of the liable party and which has prevented it from performing its obligation. Each Contracting Party shall reimburse to the other Party, any damages (including any costs and expenses, legal costs and costs of legal assistance, etc.) caused by that Party as a result of any breach of a statutory or contractual obligation, or declarations made by the other Contracting Party, under this Contracts that, prove to be untrue or misleading or which arise as a result of partial or total failure to perform, or breach of the obligations done by this Contracting Party under this Contract.

12.2 Provider is continuously adequately insured, and in all substantial aspects provided with insurance coverage for the liability for damage caused by own operational activities. All insurance claims payable, in respect to insurance risks, have been paid and nothing have been done or neglected, which shall cause nullity or allow the claim to be determined invalid of any insurance contract or, which may deprive insurer of any obligation to perform the subject of the insurance contract, or shall result in increase of insurance, or which shall deprive the insurer of any other duties arising from insurance contract. No claim has been enforced or retained, and there are no circumstances that could give rise to such claim. User is entitled to cover his damage by claiming for such insurance coverage, if the insurance event has been caused by Provider.

13. Change to GTC

13.1. Provider reserves the right to any unilateral change to GTC within the life of Contract. Provider undertakes to notify User of any substantial change to GTC no later than 30 days in advance. From the day of the new GTC effectiveness, these GTC shall apply to all contractual relationships which are to their subject and which are in force on the date of their effectiveness.

13.2. User is entitled to withdraw from Contract without sanctions if he refuses to accept the change to GTC.

13.3. If User refuses to agree with the new GTC, he has the right to withdraw from Contract due to its changes, while the effects of the withdrawal from Contract, occur on the date when written notice about the withdrawal from the Contract is delivered to Provider. User is obliged to deliver the notice about withdrawal from Contract no later than 10 days before the day when the new GTC become effective.

13.4. The change to GTC shall not be deemed as a violation of Contract on Provider´s Party. The change to GTC after the new GTC become effective shall not, however, entitle User to avoid the performance of the obligations arising from Contract duly and in a timely manner, as well as performing the obligations which do not arise from the new GTC.

13.5. Contract shall be changed upon the agreement of both Contracting Parties in a form of written amendment to the Contract.

14. Complaints Procedure

14.1 User is obliged to notify Provider, in a form of an email to Provider´s contact email address (helpdesk@gamocloud.sk) without undue delay, of all defects in Services provided under Contract, including all the repairs which is Provider required to perform. Provider´s email is available on Provider´s website.

14.2 The Complaint must include detailed description of the malfunction in question. The Complaints are resolved within the statutory limit, according to their complexity and technical or administrative difficulty. If there is claim against the charged price for the service, this does not have the suspense effect and User is obliged to pay the charged price in full, by the due date of the invoice - the tax document or the payment request. Only with a positive claim against the price charged for the Service, is User entitled to a refund of the overpayment or to a price reduction.

14.3 Reduction of the price for non-compliance with SLA:

Monthly Service Availability in %		Discount on the Monthly Fee
99,95 % >	≥ 95,0 %	15 %
95,0 % >	≥ 90,0 %	20 %
90,0 % >		90 %

15. Out-of-Court Dispute Settlement

15.1 All provisions of Contract and GTC shall be governed by the law of Slovak Republic.

15.2 Legal relations not expressly regulated by Contract and GTC are governed by provisions of the Commercial Code of Slovak Republic and by other legal regulations in force in Slovak Republic. The law of Slovak Republic applies also for legal relationships resulting from Contract and these GTC, if User is an alien, a foreign person or a stateless person, unless otherwise specified in Contract.

15.3 Any disputes arising out of Contract or legal relationship or in connection with Contract, including disputes concerning the validity, interpretation and termination of this Contract, User and Provider shall undertake to attempt to reach an agreement. If no agreement is reached, the dispute will be finally settled by the court competent under the Code of Civil Procedure.

15.4 Unless Contract provides otherwise, all claims arising from the Contract shall be exercised to the other party in written.

16. Delivery of Documents

16.1 The Documents shall be delivered personally, by courier, by post or via electronic means (email) to the agreed address, to the address of the registered office of the other party, or to the address determined by the parties for this purpose.

16.1 As personally delivered document is considered a document, delivered with request for personal receipt of the document by the other Contracting Party respectively, by the person authorized by the Party to receive the documents.

16.1 If addressee refuses to accept the documents delivered by post, the document is considered to be delivered on the day when it

was refused to be accepted. If the addressee is not present at the time of delivery, the document is considered to be delivered on the third day after it is left at the post office deposit, even if the addressee is not aware of the deposit.

16.1 If addressee refuses to accept the documents delivered by courier, the document is considered to be delivered on the day when it was refused to be accepted. If the addressee is not present at the time of delivery, the document is considered to be delivered on the third day after it is passed to the courier.

16.1 The documents delivered by e-mail are considered to be delivered on the following day after they are sent, unless earlier delivery date is proved.

17. Force Majeure

17.1 The Contracting Parties shall be freed from the liability for failure to perform their obligations under Contract, if the failure to meet duty is caused by force majeure. Force majeure is referred to as, in particular, floods, earthquakes, storms, lightning strikes, fire, epidemics, wars, outbreaks of fighting (regardless of the fact that there is the absence of the declaration of war), riots, strikes and other labour unrest, civil unrest, sabotage, extensive failure to electricity supply, expropriation by government officials, or any other circumstances that Contractual Parties are not normally able to foresee or avoid using conventional means and tools.

17.1 Neither party is responsible for any delay, caused by the circumstances that exclude the responsibility. Circumstances excluding the responsibility may be referred to as an obstacle that occurred independently of the will of the Party under obligation and prevents the Party to perform any obligations by the time it may be reasonably assumed that the party under obligations have averted or overcame the obstacle or its consequences, and further they had not been able to foresee the obstacle at the time of commitment. The responsibility shall not be excluded if the obstacle, that occurred at the time when the party under obligation was already in delay with the performance of any obligations, or it arose from their economic circumstances. The effects of excluding from responsibility are limited to the time, while there is an obstacle which is related to it.

18. Final Provisions

18.1 The text of GTC is in Slovak language, it is binding, and it prevails over the text of GTC in any other language. If the Contract or its part is concluded in Slovak and any other language(s) at the same time, the text of Contract or its parts in Slovak language, prevails, unless otherwise expressly agreed by the Contracting Parties.

18.1 If any of the provisions of Contract, GTC or Price List shall be or shall become invalid or ineffective, User and Provider undertake to replace the provision with a new provision, immediately and its meaning shall be as close as possible to the meaning and economic purpose of the replaced provision.

18.1 GTC cease to be valid and effective on the day when the new GTC enter into force and become valid.

18.1 GTC are an integral part of Contract and shall become effective and binding on the day the two contracting parties conclude into contract.

18.1 These GTC shall come into force and effect on 01. 04. 2017.