

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 the "GTC"). These GTC also apply to services provided through the Provider's website - <http://cloud.gamo.sk> (hereinafter referred to as the "Portal").
- 1.2 The current General Terms and Conditions shall form an integral part of the Contract. If GTC include provisions differing from Contract, the provisions of Contract shall prevail over these GTC with the exception of points 1, 2, 5.5 to 5.16, 5.21, 5.22, 8, 9, 11 to 15, 17 and 18 of these GTC. 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 Contract.
- 2.3 **Prospect** is a person who is interested in concluding Contract with Provider, and who addresses to Provider with an expression of will in the form of an Order.
- 2.4 **Consumer** is a natural person who, in concluding and performing Contract, is not acting in the course of his or her business, employment or profession. For the purposes of these GTC, User or Prospect who states his or her trade name and identification number in the order and/or Contract is not considered a Consumer.
- 2.5 **Contracting Parties** refer to Provider and User, entering into the Contract.
- 2.6 **Third Entities, Third Parties** are any persons and entities other than Provider and User, unless otherwise provided in Contract and these GTC.
- 2.7 **Cloud Service Provision Contract** (hereinafter referred to as the "Contract") refers to a) a written contract concluded between User and Provider, or b) User order filled in and sent through the Portal whose subjects are:
- 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 Services duly and pay for them the remuneration 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.
- 2.8 **Service or Services** are Cloud Computing Services and other related services, including Services provided through Portal. Services are considered to be the information society services in

the sense of Act No. 22/2004 Coll. on Electronic Commerce and on Amendments to Act No. 128/2002 Coll. on State Control of the Internal Market in Matters of Consumer Protection and on Amendments to Certain Laws as amended by Act No. 284/2002 Coll.

- 2.9 **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.
- 2.10 **Ordered Service and/or Contractually Agreed Service** is a Service ordered by User and provided by Provider under a valid and effective Contract.
- 2.11 **Internet** is a public data network enabling data and other information exchange between network termination points, or/and other forms of communication.
- 2.12 **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 increase of disk capacity for User in the event of a threat to the smooth running of server.
- 2.13 **Provider's Server** is a physical server, which operates User's virtual servers.
- 2.14 **CPU** is a processor, providing computing power.
- 2.15 **Price Calculation/Price/Price of Services** is the price of ordered Service, i.e. the sum of all prices for ordered Services. Price Calculation is an integral part of Contract.
- 2.16 **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 never include VAT. Price List is annexed to Contract.
- 2.17 **Service Level Agreement** (hereinafter referred to as „SLA“) means guaranteeing the availability of agreed Services provided by Provider.
- 2.18 **User's Identification data** in case of a natural person are first name, surname, title, personal identification number, permanent residence address; in case of a legal entity are name, registered office, identification number, tax identification number, VAT identification number, if they are VAT payers, responsible person acting in behalf of the company.
- 2.19 **Personal Data** are data defined by Art. 4 point (1) of the European Parliament and of the Council Regulation (EU) 2016/679 on The Protection of Natural Persons with regard to the processing of Personal Data and on The Free Movement of such data, nullifying the Directive 95/46/EC (the General Data Protection Regulation) (hereinafter referred to as "GDPR").
- 2.20 **Provider's Websites** are websites of GAMO a.s. company accessible on <https://cloud.gamo.sk>, <https://www.gamo.sk>, <https://www.gamocloud.sk/> or <https://meet.gamo.sk>.
- 2.21 **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.
- 2.22 **Temporary Suspension of Service Provision** a factual situation where User is temporarily prevented from using Service; if the temporary suspension of Service Provision is caused by the act

of Provider, point 5 of these GTC shall apply..

2.23 **Individual Contract** is Contract concluded between User (a distributor) and the end customers.

2.24 **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.

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

3. Conditions for the Provision of Services

3.1 Provider provides Services under a) a written Contract concluded with User, or b) User order filled in and sent through the Portal. 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. Provider has the right to refuse to conclude Contract.

4.2 Contract is concluded through Portal by filling in and sending the order through Portal, and this Contract takes effect by crediting the payment to the Provider's account and activating Service; in case of the provision of a free Service, the Contract shall enter into force at the moment of delivery of its acceptance by Provider to User, by email or other provable method or at the moment of actual start of the provision of Service, whichever occurs first. Provider has the right to refuse to conclude Contract through Portal.

4.3 In case of Contract concluded through Portal, Provider will set up Service for User within 24 hours of the entry into force of Contract. Provider is bound by its offer, including Unit Prices until the due date of the Pro forma invoice. The minimum period for which it is possible to conclude Contract for the provision of a specific Service is specified for individual Services. An error that occurred when entering data into the order can be corrected by clicking on the appropriate field in the order, in which User deletes incorrect data and provides the correct wording. The data entered by User in the order are considered correct by Provider.

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, unless there is a reason to interrupt, suspend or limit them in accordance with Contract or GTC.

5.3 In the event of 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 its 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 pursuant to point 17 of GTC and any other circumstances relieving from liability under Commercial Code). An event under the previous sentence is also considered to be the termination or restriction of the use of the technology platform if the termination and restriction was caused by unilateral actions by third parties (especially technology platform manufacturers and Provider's suppliers) and alternative technology platforms are not feasible in time for any reason (i.e. without the need to interrupt, suspend or limit the service).

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 endangers 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 substantially limiting smoothness or functionality of the 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/herself/itself, in case of an event according to points 5.5 to 5.10 of GTC, 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-scale and long-term power outages, telecommunication connection or technology platform failure, overcapacity, necessary repair or restructuring of technologies and related operational equipment, etc.

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 a) in case of a written Contract is specified in Cloud Services Protocol, or b) in case of Contract concluded through Portal will be provided to User on his/her/its request.

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 generally binding legal regulations specified in point 6.5 of the GTC.

- 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. This exclusion of the Provider's liability also applies mutatis mutandis to the breach of personal Data Protection by User in connection with the stored data.
- 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 Warranty of availability according to point 5.17 of GTC applies only to outages or failures or malfunctions that have been provably caused by Provider's party; this does not affect the exclusion of the Provider's liability according to point 5.11 of GTC. Provider's monitoring is crucial. Provider shall not be liable for faults caused outside of its 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 13.14.3 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 Warranty of availability according to point 5.17 of GTC does not apply to interruption of Services due to unforeseen events (e.g. flood, fire, earthquake, terrorist attack, war, etc.), events according to points 5.5 to 5.10 of GTC, due to factors caused by third suppliers (e.g. long-term power outage, outage of third party telecommunication or other technological 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 in Contract or GTC, 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 fully 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 cloud@gamo.sk, without undue delay, if any malfunctions, failures or other Service shortcomings occur. Provider's email and telephone number is 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 as agreed in Contract, and in the amount specified in point 13.14.3 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.

- 6.18 In case of Contract concluded through Portal, User is entitled to request Provider to change, expand or reduce Service at any time, unless it is a one-time Service that has already been provided. Provider is obliged to accept his/her/its request, unless this is prevented by serious technical, technological or legal obstacles and as long as User has paid all financial obligations to the Provider. Any amendments of Contract can be made through a new order through Portal.

7. Price of the Service/Services, Penalty

- 7.1 In case of a written Contract, Price of Services is determined by agreement of the Contracting Parties. 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.
- 7.2 In case of Contract concluded through Portal Price of Services is an integral part of Contract and is published on Portal. Provider is entitled to change Price of Services provided. The Provider is obliged to inform User about this change (in writing, by e-mail or by publishing it on the Provider's website). After delivery of the order from User, Provider will issue a Pro forma invoice for the agreed billing period (one month, one year) and send it in electronic form to the User's e-mail address. If required by the method of payment, User is obliged to state the variable symbol stated on a Pro forma invoice which serves to identify the payment. If the variable symbol is not specified, or the incorrect variable symbol is specified, Provider is not responsible for any problems with payment processing. User should make the payment immediately so that his/her/its payment is credited to the Provider's account before the end of the period of validity of Service provided. In case of later payment, Provider is not responsible for any malfunction of Service. The invoice is considered paid on the day the payment is credited to the Provider's account. The billing period depends on Service provided and is specified for the individual Services of Provider. After the settlement of the payment, Provider will issue an invoice to User with the requisites of the tax document and with a breakdown of the individual billed transactions.
- 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 a) in case of a written Contract based on the new Cloud Services Protocol or its electronic equivalent; or b) in case of Contract concluded through Portal based on a new Contract, whereas User always receives a Pro-forma invoice for the next billing period 7 days before the end of the billing period.
- 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 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. By concluding Contract User agrees that Provider may issue and deliver the invoice electronically to the email address provided by User.

- 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 or accounting 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 processes the following Personal Data:

- Identification data (name and surname, user name and password, date of birth);
- Contact data (e-mail address, telephone number and permanent address)
- Setting data (data in User's account)
- User's evaluation data given to Provider regarding offered services;
- Data related to the use of the Technical Support/ Help Desk or the Provider's visits

9.2 Provider declares to be in relationship with User when providing Services under these GTC or Contract in the legal status of intermediary pursuant to Art. 4, point 8 of GDPR. For these purposes Provider concluded the Mediation Contract with User pursuant to Art. 28, point 3 of GDPR that proceeds over these GTC and Contract provisions. Provider as the User's intermediary according to GDPR is entitled to process the User's personal data only on the basis of his/her/its written authorization and instructions.

9.3 In the event that in the future (e.g. based on the decision-making by the Office for Personal Data Protection, another supervisory body of a Member State in terms of GDPR, decision-making by courts, change of legislation, etc.) it turns out that the legal status of Provider is different from the legal status identified in point 9.2 of GTC (e. g. it turns out that Provider is a processor according to the GDPR in relation to User), Provider for this case provides (within the scope of clauses 9.3 to 9.7 of the GTC) the following information:

Provider processes Personal Data based on the following legal bases and for the listed purposes:

- a) Data processing based on the User's consent to the processing of Personal Data (processing of contact data to the extent of the User's email address due to sending the Provider's emails with marketing content that is not related to goods or services that User has ordered or used in the past from Provider);
- b) Data processing inevitable for Contract performance between Provider and User (processing identification and contact data, setting data, data related to the use of the Technical Support/ Help Desk or Provider's visits in order to perform Contract for Cloud Services provision);
- c) Data processing inevitable for fulfilment of Provider's legal obligations (processing identification and contact data in particular, due to compliance to the following law: Act No. 40/1964 Coll. Civil Code, Act no. 250/2007 Coll. on Consumer Protection, Act No. 102/2014 Coll. on the Protection of the Consumer in the Sale of Goods or the Provision of Services on the basis of a Distance Contract or a Contract concluded outside the Premises of the Seller, 222/2004 Coll. on Value Added Tax, Act No. 431/2002 Coll. on Accounting, etc.);
- d) Data processing inevitable for the purposes of Provider's legitimate interests e.g. sending product information, especially:
 - obtaining information that will enable Provider to improve its Services for User in the future;
 - providing customized offers and targeted advertising that Provider can display to User on the Provider's

website (effective promotion of Provider's products and Services);

- testing new features and applications before deployment;
- the protection of Provider's legal claims (in other words, so that Provider can defend its own legal claims in judicial, extrajudicial or enforcement proceedings), where its legitimate interest is to prevent damage;
- a control of the proper performance of Contract (e. g. control of the proper provision of Services);
- ensuring the security and protection of property, where Provider's legitimate interest is to ensure physical and IT security as well as the protection of Provider's property;
- offering Provider's products and Services;
- support of business activities and marketing, marketing surveys, satisfaction surveys, sending information about news concerning the activities of Provider and provided Services.

9.4 Provider shall keep personal data for the following period:

- Personal Data processing under point 9.3 letter a) of GTC, for the period of duration of User's Consent for the Personal Data processing (unless User shall withdraw from Consent for their personal data processing); however, no later than the period specified in the Provider's records of processing activities, starting from the date of obtaining consent;
- Personal Data processing under point 9.3 letter b) of GTC for the period of Contract duration;
- Personal Data processing under point 9.3 letter c) of GTC for the period defined by the generally binding legal regulation`
- Personal Data processing under point 9.3 letter d) of GTC for the duration of Provider's legitimate interest (e.g. for the period of interminable and prescriptive periods pursuant to the applicable legislation of the Slovak Republic);

9.5 Provider provides User's Personal Data to the listed receivers:

- To the partners operating payment systems for the purposes of payment processing;
- To providers of accounting services;
- To operators of marketing tools, like Google through Google Analytics service;
- To providers of cloud services and other suppliers of supporting technologies such as Microsoft and Google.

9.6 Provider provides Personal Data as a part of data transfer to mediator under point 9.3 of GTC to the third countries out of European Economic Area, which however, shall secure adequate level of Personal Data protection.

9.7 User has following rights when processing his/her Personal Data:

- a right to access User related Personal Data;
- a right to correct User's Personal Data;
- a right to delete User's Personal Data;
- a right to limit User's Personal Data processing;
- a right to object to User's Personal Data processing;
- a right to transfer User's Personal Data;
- a right to file a complaint to the Office for the Protection of Personal Data (a right to initiate proceedings for the protection of personal data);
- further information on the processing of Personal Data by Provider in accordance with Art. 13 and 14 GDPR are available on the Provider's website <https://www.gamo.sk/>.

- 9.8 User is entitled to contact Provider's Technical Support/ Help Desk in all matters related to their Personal Data processing, whether it is a matter of exercising their right under point 9.6 of GTC, filing a complaint or any other issue related to their Personal Data processing. Contact information is available at www.gamo.sk
- 9.9 If User's Personal Data processing is based on User's Consent to Personal Data processing, User is entitled to withdraw from this consent anytime, by sending withdrawal to cloud@gamo.sk.
- 9.10 If User provides Provider the Personal Data of the third parties, User declares to have their Consent for Personal Data forwarding to Provider. Provider shall not be responsible for any damage caused by possible Personal Data processing for these third parties, in case they occur to the third parties.
- 9.11 The provisions of this article of GTC do not apply to the data stored by User on virtual server of Provider, since Provider does not have access to the content of these data.
- 9.12 Provider applies the appropriate technical and organizational measures with regard to the nature, extent, context and purpose of the processing, as well as with regard to the risks with different likelihood and severity for the rights and freedoms of natural persons. Provider shows adequacy of technical and organisational measures under the previous statement, by established certified Management System for Safety of Information in accordance with ISO 27001:2013 standard and Personal Data Protection in cloud in accordance with ISO 27018:2014 standard.

10. Life of the Contract

- 10.1 A written Contract is concluded for an indefinite period unless otherwise agreed in Contract. Contract concluded through Portal is concluded for a definite period of time and expires at the end of the period for which it was concluded (upon expiry of the period of Service provision). A fixed-term Contract cannot be terminated by notice.
- 10.2 If a written Contract is concluded for the fixed period, and none of the Contracting Parties has announced to the other Contracting Party in written, the latest 30 days before the termination of the period for which 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 A written Contract shall enter into force and effect from the date of its signature by both Contracting Parties. Contract concluded through Portal becomes valid by filling in and sending the order by User through Portal and takes effect by crediting the payment to the Provider's account and activating Service.
- 10.4 According to the relevant provisions of the Civil Code in conjunction with Act No. 211/2000 Coll. as amended, if Contract is bound to mandatory disclosure, Contract shall be effective on the day, following the day of its publication, under the regulations mentioned.
- 10.5 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 according to point **Chyba! Nenašiel sa žiaden zdroj odkazov.,** 10.8 and 13.2 of GTC;
- 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. Withdrawal is effective on the day of delivery of the written withdrawal from Contract to the other Contracting Party.

- 10.7 Consumer as Contracting Party is entitled to withdraw from Contract within 14 days of the conclusion of Contract, even if:
- Contract is a distance contract concluded in accordance with Act No. 102/2014 Coll. on Consumer Protection in the Sale of Goods or Provision of Services on the basis of a Distance Contract or a Contract Concluded outside the Premises of the Seller; and if
 - the provision of Services has not started with the explicit consent of Consumer and Consumer has not stated in Contract that he/she has been duly informed that by giving such a consent he/she loses the right to withdraw from Contract after full provision of Service and if full provision of Service has taken place.
- 10.8 **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 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 signing Contract, about the procedure for the termination of Contract effectiveness;
 - Provider has instructed User (Consumer), that by granting consent with the commencement of provision of Service before the expiration of the withdrawal period under clause 10.7 of GTC loses the right to withdraw from Contract after full provision of Service, and that Provider requested the Consumer's explicit consent with the commencement of provision of Service before the expiry of the withdrawal period, and a statement that Consumer has been properly informed.

11. Licences to the Microsoft Software Products

- 11.1 Provider declares that it 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 this 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 With the exception of the exclusion or limitation of liability provided in GTC 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 Contract 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 With regard to the nature of Services, Provider shall be liable to User for damage according to point 12.1 of GTC up to a total amount of 6 times the price with VAT according to point 7 of GTC. The amount of compensation for damage also includes the discount provided in accordance with point 14.3 of GTC.
- 12.3 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 an 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 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 sent to Provider's contact email address (cloud@gamo.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 a 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 %

- 14.4 The supervisory authority is the Slovak Trade Inspection - the inspectorate for the Banská Bystrica Region; <https://www.soi.sk/sk/Kontakt.soi>.

15. Applicable Law and 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, Act No. 22/2004 Coll. on Electronic Commerce and on Amendments to Act No. 128/2002 Coll. on State Control of the Internal Market in Matters of Consumer Protection and on Amendments to Certain Laws as amended by Act no. 284/2002 Coll. and other valid legal regulations of the 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 If User is Consumer, the legal relations not expressly regulated by Contract and these GTC are governed by the provisions of the Civil Code, Act No. 250/2007 Coll., on Consumer Protection, Act No. 391/2015 Coll. on Alternative Resolution of Consumer Disputes and on Amendments to Certain Acts and other applicable legal regulations of the Slovak Republic.
- 15.4 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.
- 15.5 The procedure for applying and handling complaints about Services is regulated by the complaints procedure (point 14 of GTC). If Consumer is not satisfied how his/her complain was handled, or if he/she considers that Provider has infringed his/her rights, he/she is entitled to apply to Provider for redress. If Provider has refused the request for redress or has not responded to it within 30 days from the date of its delivery,

Consumer shall have the right to apply for the initiation of alternative online dispute resolution by the ADR entity. Online dispute resolution is provided by the European Commission and the Slovak Online Dispute Resolution Contact Point (RSO). Consumer can lodge a complaint through the online dispute resolution (RSO) platform at: <http://ec.europa.eu/consumers/odr/>.

- 15.6 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 Contracting Party, or to the address determined by Contracting Parties for this purpose.
- 16.2. Personal delivery is considered to be the personal receipt of a document by Contracting Party or the person authorized by Contracting Party to receive documents.
- 16.3. 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.
- 16.4. 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.
- 16.5. 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.
- 17.2. Neither Contracting Party is responsible for any delay, caused by the circumstances that exclude the responsibility. Circumstances excluding the liability mean an obstacle/s that occurred independently of the will of the Contracting Party and prevents the Contracting Party to perform any obligations if it may be reasonably assumed that Contracting Party under obligation could have averted or overcame the obstacle or its consequences, or could have foreseen the obstacle in the time when the obligation arose. The responsibility shall not be excluded if the obstacle, that occurred at the time when Contracting 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 the duration of the obstacle to which those effects are associated. The application of sec. 375 of the Commercial Code is excluded.

18. Final Provisions

- 18.1. The Slovak version of GTC is binding and prevails over the text

of GTC in any other language. If 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.

- 18.2. User is not entitled to transfer / assign Contract, nor any rights, claims, obligations and liabilities under Contract (not even in part) to any Third party without the prior express written consent of Provider. Provider is entitled to transfer / assign Contract, any rights, claims, obligations and liabilities under Contract (in whole or in part) to any Third party who is, at the Provider's discretion, able to properly fulfil all obligations to User (hereinafter refers to as "New Provider"). Provider is obliged to inform User about the transfer / assignment according to the previous sentence no later than 7 days before the transfer / assignment takes effect, stating in the notification the identification and contact details of New Provider and the effective date of the transfer / assignment. With the effectiveness of the transfer / assignment, New Provider enters into the legal status of Provider and all rights and obligations of Contracting Parties remain intact.
- 18.3. 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, while its meaning shall be as close as possible to the meaning and economic purpose of the replaced provision.
- 18.4. The previous GTC and Business Conditions of Services of GAMO a.s. provided through Portal expire on the day of entry into force of these GTC, which replace them in their entirety.
- 18.5. GTC are an integral part of Contract and Price List and shall become effective and binding for User and Provider by concluding Contract or using Service.
- 18.6. These GTC shall come into force and effect on 1 November 2020.