

General Terms and Conditions of the IMS Services Provided by GAMO a.s.

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") issues these General Terms and Conditions of the IMS service provided by GAMO a.s. (hereinafter referred to as "GTC") for the purposes of more detailed definition of reciprocal rights and obligations between the company GAMO a.s. as the provider of the IMS service and other related services (hereinafter referred to as a "Service" or "Services") and a legal entity or natural person entering into contractual relationships with the company GAMO a.s. (hereinafter referred to as the "User").
- 1.2 The current General Terms and Conditions shall form an integral part of the Contract. If any provisions concluded with the General Terms and Conditions differ from the provisions stipulated in the Contract, then provisions in the Contract shall prevail over these General Terms and Conditions. Any terms and conditions of the Contract different or supplementary shall be valid if they are 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 entering into a contractual relationship with the Provider within the Contract for the Provision of IMS Service.
- 2.3 **Prospective Client** is a person or entity wishing to sign the Contract for the Provision of IMS Service with the Provider, and manifesting will in form of an order sent to the Provider.
- 2.4 **Contracting Parties** refer to as the Provider and User entering into the Contract for the provision of IMS Service.
- 2.5 **Third Parties, Third Persons** refer to as any persons or entities other than the Provider and User unless otherwise stipulated in these GTC.
- 2.6 **Contract for the Provision of IMS Service** (hereinafter referred to as the "Contract") refer to as a written contract made between the Provider and User covering the following subject:
- Provider's obligation to provide the User with IMS service (hereinafter referred to as the "Service") further specified in the Contract to the extent, in the manner, and under conditions further agreed in the Contract and these GTC;
 - User's obligation to use the Services duly and pay for them to the Provider at the amount, in the manner, and under conditions further agreed in the Contract and these GTC;
 - Regulation of the Contracting Parties' mutual rights and obligations when fulfilling the subject matter of the Contract – the Provider providing the User with the Services.
- 2.7 **Service or Services** refers to IMS service and other related services.
- 2.8 **IMS** is a service designed to provide the monitoring of User's systems, equipment and services, and to handle incidents in case they occur. The service is provided by software and hardware products, applications, services and solutions which allow: comprehensive evaluation of the condition of monitored equipment, systems and services; to inform on their condition; evaluation and handling incidents automatically or by operators of the Provider's customer service; and User's online access to

the control portal with access details provided by the Provider or set by the User.

- 2.9 **Ordered Service and/or Contractually Agreed Service** is a service ordered by the User and provided by the Provider under a valid and effective Contract.
- 2.10 **Internet** is public data networks enabling data and other information to be exchanged between network termination points, or other forms of communication.
- 2.11 **Provider's Central Monitoring Server** is a physical or virtual server operating User's central systems and applications designed to provide the Service.
- 2.12 **Price calculation/Price/Price of Services** is the price of the ordered Service, i.e. the sum of all prices for ordered Services. The price calculation is an integral part of the Contract.
- 2.13 **Unit prices** refer to the information on prices for individual Services and service implementation, and on the possibility of a price discount on individual Services and other related information. Individual prices are given without VAT. The prices are quoted in the Service specification which is annexed to the Contract.
- 2.14 **Monitoring** is a set of technical and procedural activities carried out by the Provider, with the aim to check the condition of any User's equipment, systems and services, and to carry out any follow-up activities under the protocol on service provision.
- 2.15 **Incident Operation** is a set of technical and procedural activities carried out by Provider's customer service, with the aim to manage the solution to incidents identified during monitoring within the Service.
- 2.16 **Protocol on Service Provision** refers to the Provider's document in paper or electronic form used to confirm agreed technical parameters of the Service in detail. The protocol serves as a sole basis for the implementation of a Service. The sample of the Protocol on Service is annexed to the Contract.
- 2.17 **Implementation of a Service** refers to the performance of technical and software activities under the Protocol on Service Provision resulting in the acceptance to launch the Service under the Protocol on Service Provision.
- 2.18 **Control Portals** refer to Provider's software tools available for the User online under the Protocol on Service Provision.
- 2.19 **Service Level Agreement (hereinafter referred to as "SLA")** concerns the commitment to make any agreed Services provided by the Provider available.
- 2.20 **Identification Data** refer to the first name, surname, academic degree, personal identification number, permanent residence address in case of a natural person. Regarding a legal entity, the data refer to the name, registered office, company ID number, in case of VAT payer also VAT identification number, and person responsible to act on behalf of the company.
- 2.21 **Personal Data** refer to the information defined under Act No. 18/2018 Coll. on personal data protection, as amended.
- 2.22 **Provider's Websites** refer to the websites of the company GAMO a.s. available on <https://www.gamo.sk/the> or on <https://www.monitoring.gamo.sk/>
- 2.23 **Technical Support/Help Desk** is Provider's customer care centre which provides the User with any technical support, and handles any User's complaints, requests and other demands.
- 2.24 **Temporary Suspension of Service Provision** refers to the act when Provider temporarily denies the User access to Services under conditions stipulated in the Contract or these GTC.
- 2.25 **Individual Contract** is a contract concluded between the User (Distributor) and a final customer.

- 2.26 **Safety Incident** refers to as a damaging event resulting in the threat or loss of data confidentiality, the destruction of data, system integrity break-in, or the limitation, and/or refusal of the access to the Service.
- 2.27 Any terms and expressions defined and used in these GTC bear the same meaning as the terms and expressions in all binding legal relationships between the Provider and User concerning Services unless a generally binding regulation stipulates or the Contracting Parties have agreed in writing otherwise.

3. Conditions for the Provision of Services

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

4. Conclusion of a Contract, Service Ordering Process

- 4.1 The Contract for Provision of IMS Service is concluded on the day it is signed by both Contracting Parties, alternatively, by persons authorized to act on behalf of each Contracting Party.
- 4.2 A detailed description of ordered Service parameters is given in the IMS service specification which is annexed to the Contract.
- 4.3 The Protocol on Service Provision shall serve as the basis for the implementation of a Service. The Protocol may be in paper or electronic form.
- 4.4 The Provider has the right to reuse to conclude the contract.

5. Rights and Obligations of the Provider, Provider's Responsibility

- 5.1 The Provider is obliged to provide the agreed Services to an extent, in a manner, and under conditions agreed in the Contract or an Order, and stipulated in the GTC. When providing the Services, the Provider shall act under generally binding legal regulations in force and effective in the Slovak Republic.
- 5.2 The Provider undertakes to provide the User with due care of the safety and smoothness of the Service operation within the scope of the Contract fulfilment. The Provider guarantees to ensure continuous provision of services.
- 5.3 In the event of a safety incident related to the IMS Service provision, the Provider is obliged to inform the User of its occurrence without undue delay.
- 5.4 The Provider is obliged to provide the User with the help and technical support through Help Desk on Provider's website <https://www.gamo.sk/> or on telephone No. +421 48 437 2000, and on e-mail helpdesk@gamo.sk.
- 5.5 The Provider has the right to implement short interruption to the provision of Services for the time necessary to carry out the maintenance and possible repair of Provider's equipment.
- 5.6 The Provider has the right to interrupt or limit the Service provision in the event 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 The Provider undertakes to notify the User of planned unavailability of the Services without undue delay, however, at the latest seven days in advance. The Provider agrees to notify the User of unavailability of the Services caused by unavoidable circumstances without undue delay, as soon as the Provider learns about unavailability and the causes of unavailability. In such cases, the Provider will not verify delivery of the notification to the User. Notification sent to the User's contact E-mail address is considered to be delivered. The User shall take notice this fact.
- 5.8 The Provider has the right to interrupt or limit the provision of

Services temporarily to the necessary extend, without prior notice to the User if the Services are used in a manner that is contrary to the Contract resulting in risk to the Provider's or third parties' equipment operation.

- 5.9 The Provider has the right to limit or change unilaterally the operational or technical specification of the Service, or improve the User interface of the access to the Service if the modification, change or improvement is in accordance with the most recent technical knowledge within relevant field or it may undoubtedly contribute to the User's comfort when using the Services.
- 5.10 The Provider is not responsible for the interruption to the Services provision provided to the User in the event the User caused the malfunction through own fault, in case of the intervention of the third parties, or force majeure, or in case of any breakdown in the equipment of the third suppliers, in particular a massive and long-term failure to the supply of electricity, telecommunication connection, etc., if it is provable that those circumstances are unavoidable, or they are not due to negligence of the Provider, or they are caused by unavoidable event with other origin than the Service operation.
- 5.11 The Provider undertakes to rectify any defects/malfunctions of Provider's equipment and systems which are not caused by the User or by a person authorised to act on behalf of the User.
- 5.12 If the Provider rectifies any defects/malfunctions caused by User's activity, such an attempt is charged according to the current price list comprising the price for technical repair works stated in the service specification.
- 5.13 The Provider is not liable for damage or lost profit caused to the User as a result of the use of Services.
- 5.14 The Provider has no access and possibility to check the content of operation and status data of the equipment, systems, and User's services.
- 5.15 The Provider also has no responsibility for the Services used by the User in a manner that is contrary to current legislation of the SR.
- 5.16 The Provider guarantees to ensure continuous provision of IMS Service with the availability of up to 99.95% or the availability the User orders within IMS Service and additional services ordered by the User.
- 5.17 The guaranty mentioned above refers solely to failures or malfunctions provably caused by the Provider. The Provider has no responsibility for the defects caused outside the technology (i.e. defects caused by third parties on the path to the User).
- 5.18 If the fulfilment of the Contract subject matter fails, the User shall be entitled to a discount provided by the Provider under clause 13.3 of the GTC. The discount in question shall be reflected in the next invoice if the User applies the discount in written no later than 1 month after the end of the billing period when the provision of the service failed.
- 5.19 The guarantee on availability does not apply to the interruption to the provision of Services due to unforeseeable event (e.g. flood, fire, earthquake, terrorist attack, war, etc.), due to factors caused by third suppliers (e.g. long-term failure to the supply of electricity, telecommunication connection provided by a third party), and undue interference with the operation of the Provider's hardware and software, and control portals.
- 5.20 The Provider has no responsibility for failures caused by unprofessional intervention of the User or User's system administrator.
- 5.21 The Provider is obliged to protect the User's interest of which the Provider is aware related to all requisite arrangements under the subject matter of the Contract. The Provider is further obliged in a regular manner and duly notify of any negative circumstances

revealed when fulfilling the subject matter of the Contract. In the event of safety incident related to the IMS service provision, the Provider is obliged to inform the User about its occurrence without undue delay.

6. Rights and Obligations of the User, User's Responsibility

- 6.1 The User is obliged to use the Service in a manner that is consistent with the Contract and GTC, possibly according to the Provider's instruction and in accordance with generally binding regulations.
- 6.2 The User is obliged to pay the Price, fees and remuneration for the Services provided duly and in a regular manner under the Contract.
- 6.3 Before commencement of the Service use, the User is obliged to get acquainted with the content of the GTC and Contract.
- 6.4 After agreement with the Provider, the User may change the mode of operation or the scope of ordered Services on a monthly basis for the next period, in particular in form of adding or removing individual components of the service to the extent corresponding with the Provider's current offer of Services unless otherwise stated.
- 6.5 Without undue delay, the User is obliged to notify the Provider of any failures, defects, or other faults of the Service on the telephone number +421 48 437 2000 or by e-mail (helpdesk@gamo.sk). Provider's e-mail address and telephone number is available on Provider's website.
- 6.6 The User has the right to request free removal of the defects in provided Service when the User is not at fault.
- 6.7 The User is obliged to establish synergy when necessary or required so that the Provider may remove failures or any other defects in the Service provided.
- 6.8 Without undue delay, the User is obliged to establish required synergy necessary so that the Provider can provide the Services and the User shall ensure all information and material necessary for the Provider to fulfil all obligations. If the User shall be in delay with the establishment of the required synergy, the Provider shall not be in delay with the provision of the Services.
- 6.9 In case it is caused by the Provider, the User has the right to receive a discount of the Price in the event of the failure to make the Service available at the time agreed in the Contract and at the amount specified in point 13.3 of the GTC or in the Contract, and if the User applies the discount in written no later than 1 month after the end of the billing period when the provision of the service failed.
- 6.10 The User shall acquire no right to the equipment and software owned by the Provider or by any third party which the Provider may use when providing the Services.
- 6.11 The User notes and agrees to accept the obligation to secure own access details and any other sensitive data received from the Provider to avoid any misuse by unauthorized persons to the maximum extent.
- 6.12 The User is obliged to change the password to access details received from the Provider immediately after the access details from the Provider are received.
- 6.13 The User undertakes to inform the Provider in writing about all changes in User's identification, billing and contact data provided upon signing the Contract within 10 days from the day the change took place. In the event of the failure to fulfil this obligation, the User bears responsibility for the loss and damage occurred.

7. Price of the Service/Services, Penalty

- 7.1 The Price of Services is determined upon agreement of the Contracting Parties.
- 7.2 Detailed breakdown of the Price for the Ordered Services, the fees are given in the IMS Service Specification which is annexed to the Contract.
- 7.3 In the event of the change to the mode of operation or the scope of ordered Services under point 6.4, the price of the Services for the following calendar month shall be determined according to the new Protocol on Service Provision or its electronic equivalent.
- 7.4 The Price of all Services as well as the amount of fees and charges specified in the Contract is fixed excluding VAT. The amount of VAT included in the prices agreed shall be charged in accordance with generally binding legal regulations in force in the SR.
- 7.5 The payment of the Price for the Services as well as the payment of fees and charges specified in the Contract is referred to as the credit to the account of Provider in full amount including VAT.
- 7.6 The Price of Service, fees and charges are payable in Euros, by means of cashless transfer to the Provider's account according to the invoice issued by the Provider until the fifth day of the month following after the month when the Services are provided within maturity period of 15 days from the date the invoice is issued.
- 7.7 Breakdown of the Price and the price of the Services provided in addition to the Services specified in the IMS Service Specification and of the Services, the resulting monthly price of which depends on the actual drawdown, will be sent to the User's e-mail address by the 5th day of the month following the month in which the Services were provided. The User may raise an objection to the breakdown and price of these services within 3 working days to the provider's e-mail address. In the event that a reasoned objection is raised by the User, conciliation will take place immediately between the Provider and the User. The price of these Services is payable in EUR, by wire transfer to the Provider's account, on the basis of an invoice issued by the Provider within 5 days from the date of expiry of the time limit for raising a reasoned objection or from the date of termination of the conciliation procedure.
- 7.8 The invoice issued by the Provider shall contain all particulars under relevant legislation. The Provider issues the invoice and provably delivers to the User under the Contract without undue delay. By conclusion of the contract, the User agrees that the Provider can also issue and deliver the invoice electronically to the e-mail address provided by the User.
- 7.9 The User is obliged to check the accuracy of the invoice. If the invoice is issued incorrectly, the User is obliged to notify immediately about the problem. In this case, a new 15 day maturity period starts to run from the date when a corrected invoice is issued. The User is obliged to pay the issued invoice for the provided Service at the full Price including VAT stated in the invoice within 15 days, unless the due date on this invoice is determined in written otherwise after the agreement between the User and Provider.
- 7.10 If the User terminates the Contract within the billing period, he has no right to claim for the refund of aliquot part for the provided Service/Services by the end of the billing period in the event that the notice of withdrawal arose due to violation of the contractual conditions on the party of the Provider.
- 7.11 **Interest on Late Payments.** In case of User's delay in any payment or its part, the Provider has the right to claim from the User interest for delay at the agreed amount 0.05% of the overdue amount including VAT per each day of delay starting on the first

day of delay until it is paid. The claim for the interest on late payment shall not affect Provider's claim for damage compensation against the User.

7.12 **Suspension of Service Provision.** In the event of a delay in the payment of the price for Services or its part lasting more than 15 calendar days from the due date, and the User fails to pay the price of Services to the Provider's account after written notification sent by the Provider within additional period of 7 calendar days, the Provider has the right to suspend temporarily the provision of the Services for the period of the delay until the full amount due is paid. The Provider is not considered to be in delay in the provision of the Services if the User is in delay in payment of the Service or other payments agreed under the Contract and the Provider has asserted the right to suspend the provision of the Services and has notified it to the User in written.

7.13 Provider is entitled to adjust the unit prices or the price for Services once per calendar year at the inflation rate expressed as the average annual gain of the index of consumer prices in Slovak Republic for the previous calendar year as published by the Statistical Office of Slovak Republic. The adjusted price shall be applied with the effect from the first day of the month following the month, when the adjustment had been communicated in writing to User.

8. Protection of Confidential Information

8.1 The Provider and User are obliged to treat all information about the other Contracting Party and determined addressees as confidential, they have no right to use them in any manner for own purposes and/or for other persons, and/or misuse them. The Provider and User are obliged to ensure confidentiality on the party of own employees and other persons who take part in the fulfilment of the obligation under the Contract concerning all facts they learn in connection with the Contract.

8.2 The Provider is obliged to take all measures necessary to ensure that all obligation stated in this Article are fulfilled by all persons on the party of the Provider taking part in the fulfilment of the subject matter of the Contract. The User, upon Provider's request and on own initiative, undertakes to establish required synergy necessary so that the Provider can fulfil duly the obligations mentioned herein.

8.3 The obligations stipulated in this Article are not deemed as violated if the confidential information is disclosed or made available to the third party:

- If it is necessary for the exercise of the right of the Contracting Party arising from privity of contract under 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 as person whose subject fulfilment is used by the Provider to fulfil the obligations arising from privity of contract under this Contract (subcontractors).

9. Protection of Personal Data

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 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;

9.3 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);
- 9.4 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.
- 9.5 Provider provides Personal Data as a part of data transfer to mediator under point 9.4 of GTC to the third countries out of European Economic Area, which however, shall secure adequate level of Personal Data protection.
- 9.6 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);
- 9.7 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 9.5 of GTC, filing a complaint or any other issue related to their Personal Data processing. Contact information is available at <https://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 helpdesk@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 Information Security Management System in accordance with ISO 27001:2013 standards and Personal Data Protection in cloud in accordance with ISO 27018:2014 standards.
- ## 10. Life of the Contract
- 10.1 The Contract is concluded for an indefinite period of time unless otherwise stipulated in the Contract.
- 10.2 In the event that the contract is concluded for a definite period and neither Contracting Party notifies the other Party in written that they insist on the termination of the Contract not later than 30 days before the term of the Contract expires, the Contract remains valid and the term of the Contract for which it was concluded changes from a definite period to indefinite period.
- 10.3 The Contract comes into force from the moment of its signing by both Contracting Parties.
- 10.4 Pursuant to relevant regulations of Civil Code and in accordance with Act No. 211/2000 Coll. as amended and in the event that this Contract is subject to mandatory disclosure, the Contract shall enter into effect on the day following the day of its disclosure in accordance with the regulations mentioned above.
- 10.5 The Contracting Parties shall be entitled to terminate the Contract:
- 10.5.1 upon agreement of Contracting Parties;
 - 10.5.2 upon notice with notice period of two months which starts on 1st day of the following month after the notice is delivered 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 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 is put 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 the Contract in written pursuant to the conditions stipulated under Act No. 513/1991 Coll. Commercial Code as amended – as a result of fundamental breach of the conditions of the contract by the other Contracting Party but only after prior written notice about the violation of the conditions of the 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 If the User terminates the Contract pursuant to Art. 10.5.2 of the GTC concluded for a fixed period before the expiry of the period for which it was concluded, the User will pay a penalty in the amount under the contract, if this is stated in the contract. If the penalty is not specified in the contract, the User will pay a penalty in the amount of the price for the ordered services that should have been provided by the end of the contract according to the IMS Service Specification. The duration of the contract is extended by the period during which the User was not provided and charged services due to the non-payment of his obligations to the Provider.
- 10.8 **Procedure for Termination of the Contract.** If the Contract is terminated in any manner mentioned above, the User is obliged to transfer data/content provided by the Provider under the Contract, in particular statistical data from the control portals to have them for own disposal and do it at his own risk and at his own liability in good time, no later than the last day of effectiveness of the Contract. The User confirms/notes by signing the Contract that:
- The Provider shall leave any data/content saved for the User's own disposal so that the data/content may be transferred;
 - After the effectiveness of the Contract expires, the Provider shall provide the User with a period of time sufficient to transfer data/content originally saved on Provider's facilities pursuant to this Contract, during maximum period of 14

days;

- The Provider shall not be responsible for loss and damage caused to the User in connection with the failure to fulfil the obligations/exercise rights of the User;
- As a precaution in particular, the Provider has notified the User of the procedure for the termination of Contract effectiveness.

11. Liability for Damage

- 11.1 The Contracting Parties are mutually responsible for loss and damage caused as a result of the violation of their legal or contractual obligations with the exception of a case when the violation or failure to fulfil the obligation is caused by an obstacle occurring independently of the will of the party responsible and prevented the party from fulfilment of any obligations. Each Contracting Party shall compensate any loss and damage of the other party (including any fees and expenses, court costs and costs of legal assistance, etc.) which was caused to the Contracting Party due to any violation of legal or contractual obligation, any statements provided by the other Contracting Party under this Contract which are found to be false or misleading, or those arising due to partial or total failure to fulfil obligations, or due to violation of the obligations under this Contract.
- 11.2 Due to the nature of the Services, the Provider is liable to the User for damages under point 11.1 of the GTC up to a total amount of 6 times the price with VAT according to point 7 of the GTC (6 times the monthly fee). The amount of compensation also includes the discount granted according to point 13.3 of the GTC.
- 11.3 The Provider is continuously adequately insured, and in all substantial respects provided with insurance coverage for the liability for damage caused by own operational activities. All insurance in relation to insurance risk has been paid and all vitiating factors resulting in nullity or those which allow to declare any insurance contract null and void, or any circumstances which may deprive insurer of any obligation to fulfil the subject of the insurance contract, and circumstances leading to the increase of insurance premium has been avoided. All insurance claims has been exercised and arranged and there are no circumstances that can lead to such a claim. The User has the right to compensate own loss and damage caused by the Provider's insured activities from indemnification.

12. Change to the GTC

- 12.1 The Provider reserves the right to any unilateral change to the GTC within the life of the Contract. The Provider undertakes to notify the User of any substantial change to the GTC no later than 30 days in advance. From the day of the new GTC effectiveness, this GTC shall apply to all contractual relationships which are the subject to them and which are in force on the date of their effectiveness.
- 12.2 The User has the right to withdraw from the contract without penalty if he refuses to accept the change to the GTC.
- 12.3 If the User refuses to agree with the new GTC, he has the right to withdraw from the Contract due to the changes, and the consequences of the withdrawal from the Contract occur on the date when written notice about the withdrawal from the Contract is delivered to the Provider. The User is obliged to deliver the notice about withdrawal from the Contract no later than 10 days before the day when the new GTC become effective.
- 12.4 The change to the GTC shall not be deemed a violation of the Contract on the party of the Provider. The change to the GTC after the new GTC become effective shall not therefore entitle the User to avoid the fulfilment of the obligations arising from

the Contract duly and in a timely manner, as well as the obligations which do not arise from the new GTC.

- 12.5 The Contract may be changed only after the agreement of both Contracting Parties in the form of a written amendment to the Contract.

13. Complaints Procedure

- 13.1 The User is obliged to notify the Provider of all defects in the Services provided and repairs to be performed by the Provider under the Contract without any delay in form of an e-mail to Provider's address (helpdesk@gamo.sk). Provider's e-mail address is available on the Provider's website.
- 13.2 The address shall contain a detailed description of the defect under complaint. Complaints are processed within the statutory period according to their complexity, and technical or administrative demands. In case of a complaint against the amount of invoiced Price for the Service, the complaint shall not have the suspensive effect and the User is obliged to pay the Price invoiced in full by the due date in the invoice – tax document of a request for payment. Based on a positive settlement of the complaint against the amount of the Price invoiced for the Service, the User has the right for repayment of the difference or for the reduction of the Price.
- 13.3 Reduction of the price for non-compliance with SLA:

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

14. Out-of-Court Dispute Settlement

- 14.1 All provisions of the Contract and GTC shall be governed by the law of the Slovak Republic.
- 14.2 Legal relationships which are not specified explicitly in the Contract and the GTC shall be governed by provisions of the Slovak Commercial Code, the Act No. 22/2004 Coll. on e-Commerce and by any other legal regulations of the Slovak Republic in force. Regarding legal relationships arising from the Contract and these GTC, legal regulations of the Slovak Republic are applicable, even if the User is a foreigner, a foreign national, or a stateless person, unless otherwise stipulated in the Contract.
- 14.3 All disputes arising from the legal relationship under the Contract or relating to the Contract, including the disputes concerning the validity, interpretation and the termination of this Contract shall be resolved by the User and Provider as priority by the means of agreement. If no agreement is reached, the dispute shall be finally decided by relevant court under the Code of Civil Procedure.
- 14.4 Unless the Contract provides otherwise, all claims arising from the Contract shall be exercised to the other party in written.

15. Delivery of Documents

- 15.1 Documents shall be delivered personally, by courier, by post or by electronic means (e-mail) 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.
- 15.2 Personally delivered document is considered the document accepted in person by the contracting party and/or by the person authorized by the party to receive the documents.
- 15.3 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.

- 15.4 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 returned to the courier.
- 15.5 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.

16. Force Majeure

- 16.1 The Contracting Parties shall be released from the liability for failure to perform their obligations under the Contract if the failure 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 the Contractual Parties are not able to foresee or avoid using conventional means and tools.
- 16.2 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 unless it may be reasonably assumed that the party under obligations has averted or overcame the obstacle or its consequences, and further they may be able to foresee the obstacle at the time the obligation occurred. The responsibility shall not be excluded by an obstacle that occurred at the time when the party under obligation already was in delay with the performance of any obligations, or it arose from the economic circumstances. The effects of excluding from responsibility are limited to the time when the obstacle is present, and the obstacle is linked to the effects.

17. Final Provisions

- 17.1 The text of the GTC is in the Slovak language, it is binding, and it is preferred to the text of the GTC in any other language. If the Contract or its part is concluded in the Slovak and any other languages at the same time, the text of the Contract or its parts in the Slovak language, it is preferred, unless expressly agreed by the Contracting Parties otherwise.
- 17.2 If any of the provisions of the Contract, GTC or Price List should be or become invalid or ineffective, the User and Provider 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 provision replace.
- 17.3 The GTC cease to be valid and effective on the day when the new GTC enter into force and become valid.
- 17.4 The GTC are an integral part of the Contract and the Price List and the User and Provider consider them effective and binding on the day when the Contract is signed by both Contracting Parties
- 17.5 These GTC shall come into force and effect on 01. 04. 2022.