

Terms Of Service

Last update 2nd June 2023

ErlaServers s. r. o., with its registered office at Veľký diel 3323/1, 010 08 Žilina, Slovakia, Company ID 54 385 504, registered in the Commercial Register at Žilina District Court, section Sro, file No. 81219/L (“the Provider”), hereby issues the following terms and conditions for accessing the beta version of the Platform (“the T&C”):

1. Definition of basic terms

In addition to the terms specified above and in subsequent provisions hereof, these specific terms and phrases (the legislative acronyms) have the following definitions:

1. “Copyright Act”: Act 185/2015, the Copyright Act, as amended.
2. “Cloud”: one or more cloud servers secured by the Provider via third parties on which the Platform is located.
3. “Documentation”: the configuration and user manual for the Platform and its services, or other documentation specified by the Provider.
4. “Information”: all information, details, documents and data stored by the Client on the Platform.
5. “Account”: the Client's user profile which they use to access the Platform and its services.
6. “Platform Use Authorisation”: approval from the Provider for use of the Platform in the scope and under the conditions specified herein.
7. “Source Code License”: approval from the Provider for use of Source Codes in the scope and under the conditions specified herein.
8. “Civil Code”: Act 40/1964, the Civil Code, as amended.
9. “Commercial Code”: Act 513/1991, the Commercial Code, as amended.

10. "Client": the person who orders access to the Platform from the Provider in the manner specified herein. The Client may be a Consumer, i.e. a natural person – entrepreneur, or a legal entity acting within the scope of his/her/its business activity or other business activity in the conclusion and performance of an Agreement.
11. "Platform": the Provider's platform providing server infrastructure and automated solutions for delivering computer programs to the Client. The Platform exists on the Cloud. Specification of the Platform's services is provided in Annex 2 hereto.
12. "Registration Form": the form available on the Website that constitutes the Client's binding order to the Provider for access to the Platform.
13. "Consumer": A Client who is a natural person and who is not acting within the scope of his/her business activity or other business activity in the conclusion and performance of a consumer agreement.
14. "Purpose": the purpose of providing access for the Client to the Platform, which is exclusively for the purposes of the Client testing the functionalities of the Platform and its services.
15. "Web Application": the ErlaServers application via which the Provider makes the Platform and its services accessible to the Client.
16. "Website": the Provider's website .
17. "Consumer Protection Act": Act 102/2014 on Consumer Protection in the Sale of Goods and Services Based on Distance Contracts or Contracts Concluded Outside of the Seller's Establishment, and on amendment of certain Acts, as amended.
18. "Act": Act 250/2007 on Consumer Protection and on amendment of Act 372/1990 on Offences, as amended, as amended.
19. "ADR Act": Act 391/2015 on Alternative Dispute Resolution in Consumer Disputes, and on amendment of certain Acts, as amended.
20. "Source Codes": records of computer program code in a programming language that is stored in one or more editable files.
21. "Agreement": a service level agreement for the Platform and its services concluded by the Parties in the manner specified in Article III of the Agreement and of which these T&C constitute an integral part thereof.
22. "Parties": the Provider and Client together.

2. Introductory provisions – subject of the Agreement

1. The Agreement governs all contractual relations and mutual rights and obligations of the Parties.

2. Upon conclusion of the Agreement:

- The Provider commits to provide the Client with access to the Platform as a service and to permit the use of its services at no charge over the duration of the Agreement,
- The Client commits to using the Platform and its services exclusively for the purpose defined in the Agreement and in the manner and under the conditions stipulated in the Agreement.

3. Conclusion of the Agreement

1. The Parties conclude the Agreement in electronic form in the manner and under the conditions stipulated herein.
2. Prior to accessing the Platform, the Client is required to register on the Website by completing the Registration Form.
3. Once the Registration Form has been completed and submitted, the Provider will send the Client a confirmation email with a link to the Web Application to the email address provided in the Registration Form. The Client then finishes the registration process in the Web Application by providing all the required information. By clicking on the "*Finish registration*" button, the Client confirms and warrants that the data and information provided are accurate, complete, current and true; if not, the Provider cannot guarantee to provide access to the Platform in a full and timely manner.
4. The Client confirms his/her acceptance of the T&C by clicking the "*Finish registration*" button and checking the "*I agree to the Terms and Conditions*" box. Once the "*Finish registration*" button has been pressed and the "*I agree to the Terms and Conditions*" box has been checked, the Agreement between the Parties is considered concluded, and the Provider will then provide the Client with access to the Platform.
5. Once the "*Finish registration*" button has been pressed and the "*I agree to the Terms and Conditions*" box has been checked, the Client confirms they have read, understood, and completely agree with the T&C, the rights and obligations of the Parties and the conditions for providing access to the Platform and the use of its services.
6. The Client must completely review the T&C prior to finishing registration pursuant to Subsection 4 above and may download the T&C by clicking on the "*Terms and Conditions*" link; the current and updated version of the T&C is always published on the Website.
7. Together with providing access to the Platform, the Provider also provides the Client with access to Documentation. Documentation is published on the website: <http://docs.erlaservers.com/>.

4. Client Account

1. The Client shall ensure his/her login credentials to his/her Account cannot be misused by unauthorised persons. The Provider is not liable for damage that the Client could incur as a result of the disclosure or misuse of his/her login credentials to his/her Account.
2. The Client shall not provide his/her login credentials to his/her Account to any third party unless the Parties agree otherwise in writing.
3. The Client is fully responsible for all actions taken from his/her Account. If there are suspicions of misuse of login credentials to an Account or their disclosure to a third party, the Client shall inform the Provider of such fact in writing without any undue delay.
4. If there are reasonable suspicions that a Client's Account has been or could be misused, the Provider is authorised to block the Client's Account, or to prompt the Client in writing to change his/her password to the Account, with proper notification of the option for the Provider to proceed in accordance with Article IX herein.
5. Access to the Platform requires an Internet connection secured by the Client at his/her own expense. The Provider does not provide an Internet connection and is not responsible for the Client's decisions and actions taken in connection with securing access to the Platform via the Internet or the overall security of the devices used by the Client to access his/her Account.

5. Platform and Platform Use Authorisation

1. By providing access to the Platform, the Provider grants the Client authorisation to use the Platform as a service (*Platform Use Authorisation*) under the following conditions:
 - Use of the Platform: exclusively for the Client's internal use and for the Purpose for which the Platform is intended. The Client is not authorised to decompile, disassemble, attempt to obtain the source code or decipher the Platform, perform any modification, adaptation, improvement, translation or derivative work from the Platform, analyse, change, modify and supplement, reproduce, process, modify, distribute, or translate any part of the Platform from machine code into the source language, or freely modify or adapt the Platform according to his/her needs. Furthermore, the Client is not entitled to make copies of the Platform, distribute or link the Platform to multiple devices or other services, or make the Platform available over a network, publicly distribute the original Platform or its copy by transfer of ownership rights, lending or renting, introduce the Platform to the public by publicly displaying the original Platform or its reproduction, public performance or transmission of the Platform, remove, change, hide or obscure information

about the Provider's property rights (*including copyright and trademark notices*).

- Scope of Platform Use Authorisation: territorially unlimited and materially limited, namely for the Purpose defined in Article V (1) herein.
 - Non-exclusiveness of Platform Use Authorisation: non-exclusive under the provisions of §70 (4) of the Copyright Act.
 - Duration of Platform Use Authorisation: temporally limited to the period in which the Agreement is in force and effect.
 - Transfer and termination of Platform Use Authorisation: none of the rights or obligations hereunder shall be conveyed to any legal successor or heir upon the dissolution or death of the Client.
 - Considerations for Platform Use Authorisation: the Provider provides Platform Use Authorisation at no charge.
 - Disposition of Platform Use Authorisation: the Client is not authorised to grant approval to any third party to use the Platform in the scope of the provided Platform Use Authorisation or to assign rights under Platform Use Authorisation to any assignee without the prior written consent of the Provider. If the Client requests that the Provider grant such approval, the act of the Provider not granting such approval or not responding to the Client's request does not mean that approval has been granted. The Provider may revoke any granted approval at any time and for any reason.
2. The provision of Platform Use Authorisation under this Article herein does not constitute any title on the part of the Client or any other intellectual or industrial property rights to the Platform, excluding the rights and entitlements specifically recognised herein.
 3. In order to improve the Platform, the Provider is entitled to make changes and modifications to the Platform, its functionalities and services.

6. Price of the Platform

1. The Provider is not entitled to any considerations for providing the Client with access to the Platform and the Client is authorised to use the Platform services at no charge.

7. Client's Source Codes

1. In order for the Client to use certain services of the Platform, the Provider is entitled to ask the Client to make computer program Source Codes available through the repository. For the purposes of using the Platform's services, the Client shall provide access to computer program Source Codes to the Provider.

2. By providing access to the Source Codes, the Client grants the Provider a Source Code License under the following conditions:

- Use of the Source Codes: the Provider is entitled to use the Source Codes exclusively in a manner necessary and required for the proper provision of Platform services. The Provider is entitled, in particular, to process the Source Codes in a form and format that is suitable for its location on the Cloud. The Provider is not authorised to carry out any modifications, changes, modifications or translations of the Source Codes.
- Scope of the Source Code License: territorially unlimited and materially limited, for the purpose of properly providing the Platform services.
- Non-exclusiveness of the Source Code License: non-exclusive under the provisions of §70 (4) of the Copyright Act.
- Duration of the Source Code License: temporally limited to the period in which the Agreement is in force and effect.
- Transfer and termination of the Source Code License: none of the rights or obligations hereunder shall be conveyed to any legal successor upon the dissolution of the Provider.
- Considerations for the Source Code License: the Client is not entitled to any considerations for the Source Code License; the License is provided at no charge.
- Disposition of the Source Code License: the Provider is not authorised to grant any approval to a third party to use the Source Codes in the scope of the provided Source Code License (sublicense) or otherwise assign the rights from the License to the Source Code to an assignee without the prior written approval of the Client. If the Provider requests that the Client grant such approval, the act of the Client not granting such approval or not responding to the Provider's request means that approval has been granted.

3. The Client declares and warrants that it is fully authorised without restriction to exercise the property rights related to the Source Codes and / or his/her parts and has settled all claims of persons who might have due to the title of authorship to the Source Codes and is not infringing upon the copyright of other persons to the Source Codes or their parts.

4. The Client declares and warrants that he/she is fully authorised without restriction to dispose of the rights provided to the Provider under the Source Code License based on the T&C and the Agreement.

5. If any person asserts a claim against the Provider due to infringement of his/her copyright or industrial or other intellectual property rights, the Client commits:

- to promptly obtain approval from such third party for the use of the Source Codes at his/her own expense, or to promptly modify the Source Codes so that continued use by the Provider does not infringe upon the copyright or industrial or other intellectual property rights of such third party;

- to compensate the Provider for all and any costs, damage and pecuniary or non-pecuniary damage incurred by the Provider due to a breach of obligations or declarations pursuant to this Article VII herein or in connection with the application of the above-mentioned third-party claim.

8. Rights and obligations of the Parties

1. For the purpose of the full and timely performance of the Provider's obligations pursuant to the Agreement, the Client shall promptly provide the Provider with the necessary cooperation required and announced by the Client to the Provider; if not, the Provider is not liable for any default in providing such performance under the terms of the Agreement, or for damages that may result in connection with any default on the part of the Provider resulting from the Client's failure to provide full and timely cooperation.
2. The Client is not authorised to place any content on the Platform which is contrary to Slovak law, to good morals and to fair business principles.
3. The Client commits to refrain from placing the following on the Platform, in particular:
 - erotic and pornographic content and other similar content in any form;
 - content and / or materials that promote violence and openly and/or covertly incite hatred based on sex, race, skin colour, language, faith and religion, political or other opinion, national or social origin, nationality or ethnicity group,
 - content and/or materials that promote war or describe cruel or otherwise inhumane acts in a way that inappropriately trivialises, condones, or justifies them;
 - content and/or materials spreading or inciting extremism, promoting fascism or other similar extremist ideologies;
 - obscene, vulgar and/or offensive material;
 - content and/or materials that violate copyright, industrial or other intellectual property rights of third parties;
 - content or materials that violate Slovak law, violate or threaten the rights and legitimate interests of third parties, or encourage or incite such violations / threats.
4. The Client shall use the Platform in accordance herewith.

9. Platform Limitations

1. The Provider may temporarily disable access to the Platform, interrupt and/or limit the services of the Platform, without this being considered a breach of the

Agreement, if the Client:

- misuses the Platform or if it permits its misuse by a third party, until the misuse is eliminated or technical measures are taken to prevent this misuse.

Misuse of the Platform is primarily construed as:

- carrying out any illegal or other inappropriate activity that is contrary to applicable Slovak law via the Platform services;
- dissemination and enabling the dissemination of illegal or particularly inappropriate communications;
- spreading and enabling the spread of computer viruses;
- violating and enabling the violation of intellectual property rights, in particular copyright or industrial property rights;
- breaching the security of networks and systems;
- unauthorised access or attempt to obtain unauthorised access to data in networks and systems,
- a breach of Article VIII (3) herein,

- a material breach of the other provisions of the Agreement or herein, if the Client was warned in advance in writing by the Provider of the possibility of access to the Platform being disabled, interrupted and/or the Platform's services being limited for this reason.

2. Temporary denial of access to the Platform, interruption and/or limitation of Platform services according to Article IX (1) herein does not constitute a breach of the Agreement and does not establish any right on the part of the Client to financial or other compensation.

10. Platform Availability

1. The Provider does not guarantee to the Client that the Platform will remain available throughout the entire period in which the Agreement is in force and effect.

11. Client Feedback

1. The Client may provide the Provider during the use of the Platform with written, verbal, and/or graphic feedback (*e.g. screen shots, comments, suggestions, ideas, recommendations, etc.*) about the Platform, its functionalities and its services ("Feedback").
2. The Client shall submit Feedback to the Provider in writing:
 - via email sent to the email address: ,

- via various applications specified by the Provider (*in particular Slack, Userflow, Jira Service Management, and the like*).

3. By providing Feedback, the Client grants consent to the Provider to use this Feedback under the following conditions ("Consent"):

- use of Feedback: the Client grants approval to use the Feedback in part or in full in any way and for any purpose at the Provider's discretion;
- scope of the Consent: Consent is territorially and materially unlimited;
- exclusivity of Consent: exclusive, i.e. the Client may not grant consent to a third party for the use of the Feedback based on the granted Consent and the Client him-/herself shall refrain from using the Feedback in the manner for which it provided Consent to the Provider;
- duration of the Consent: temporally unlimited;
- transfer and termination of Consent: Consent is conveyed to his/her legal successor upon the dissolution of the Provider;
- considerations for the Consent: the Client has no right to any considerations for granting Consent and Consent is granted at no charge.
- disposition of Consent: the Provider is authorised to grant consent to a third party to use the Feedback in the scope of the Consent granted to the Client and/or assign Consent to an assignee, whereby the Client specifically agrees to the assignment of Consent.

4. The Client declares that:

- granting Consent for the Feedback under the conditions pursuant to Article XI (3) herein does not infringe upon the copyright or industrial or other intellectual property rights of a third party, or any of his/her other rights;
- his/her Feedback is the exclusive result of his/her own intellectual activity and is sourced exclusively from his/her own ideas, recommendations, and comments;
- his/her Feedback does not contain the ideas, recommendations or comments from third parties who have not granted the Client consent for their usage in providing Feedback to the Provider;
- they are not aware of any facts that would prevent the Provider from using the Feedback under the conditions pursuant to Article XI (3) herein;
- they did not grant Consent for the use of Feedback to any third party prior to the conclusion of the Agreement.

5. The Provider is not obliged to use the granted Consent.

6. The Client is not entitled to change, modify and/or improve the Platform based on the Feedback provided to the Provider. The Provider alone shall decide on any changes, modifications and/or improvements to the Platform based on the Feedback.

7. The Provider is not obliged to inform the Client of any changes, modifications and/or improvements to the Platform based on his/her Feedback.

12. Responsibilities of the Parties

1. The Client acknowledges and declares that the use of the Platform and its services is at his/her own risk and responsibility.
2. The Provider is not liable for any damage (*direct or indirect*) and/or lost profit that the Client could incur as a result of:
 - use of the Platform by the Client or the impossibility of its use;
 - events that they could not objectively influence, including the actions of third parties;
 - any outages of the Platform, regardless of their cause;
 - any outages of the Cloud and/or third-party software;
 - reducing the functionality of the Platform and/or limiting the functionality of the Platform;
 - loss, damage and/or deletion of Information.
3. The provisions of Article XII herein apply exclusively to Agreements where one Party is a Client which is not a Consumer.

13. Consumer Claims

1. The Provider is responsible for defects in the Platform at the time it is made accessible to a Consumer.
2. A Consumer may file a claim related to a defect in the Platform with the Provider via an email sent to: , in writing, or by using the contact form published on online at: .
3. In its claim, the Consumer shall specify the defect in the Platform and address, including an email, to which the Provider shall explain the method of processing the claim, and also indicate which of the entitlements related to responsibility for defects they are exercising.
4. If the Consumer claim itself is incomplete (*in particular illegible, unclear, incomprehensible, etc.*) the Provider will prompt him/her via email to amend his/her submission. In this case, the claims procedure begins on the date the amended submission is delivered by the Consumer to the Provider.
5. If the Consumer does not amend the filed claim pursuant to Article XIII (4) herein without any undue delay, and within 10 days of receiving the prompt pursuant to Article XIII (4) herein, the claim shall be dismissed as being unsubstantiated.

6. The Provider shall inform the Consumer promptly of the receipt of a claim by sending him/her confirmation of the receipt of the claim via email, together with the document certifying the resolution of the claim at the latest.
7. For the purposes of initiating the claims procedure, the Consumer shall provide a clear and precise description of the defect in the Platform involved in his/her claim (*in particular how the defect manifests itself*).
8. The Consumer shall file the claim for a defect in the Platform without undue delay, and within 5 days of its occurrence at the latest.
9. For the purposes of resolving a claim, the Provider may request the Consumer add technical and/or any other details necessary.
10. Based on the Consumer's decision as to which rights specified in Article XIII (13) and (14) herein to exercise, the Provider may define the manner of resolving the claim immediately; in more complex cases, the Provider may decide within 3 business days of the filing of the claim, and, when a complex technical assessment of the defect in the Platform is required, the Provider may make such decision within 30 days of the date on which the claim is filed.
11. Once the method for resolving the claim has been determined, the claim shall be resolved immediately, or, in justified cases, later, but the resolution of a claim shall take no more than 30 days from the date on which the claim was filed. After expiry of the period for resolving the claim, the Consumer has the right to withdraw from the Agreement.
12. The Provider shall issue the Consumer a written document certifying the resolution of the claim within 30 days of the filing of the claim and inform the Client via an email sent to the Consumer's email address as to the resolution of his/her claim. The Provider shall eliminate the defect in the Platform should the claim be substantiated.
13. If the defect in the Platform can be resolved, the Consumer has the right to its remedy in a free, full, and timely manner. The Provider shall remedy any defect in the Platform without any undue delay.
14. If there is a defect in the Platform that cannot be remedied and it prevents the Consumer from making full use of the Platform as a service without defects, the Consumer has the right to withdraw from the Agreement.
15. To clarify, the Parties acknowledge that this Article XIII herein applies exclusively to Clients who are likewise classified as Consumers.

14. Duration and Termination of the Agreement

1. An Agreement concluded under the terms hereof is concluded for a fixed term of 6 months.
2. The Agreement terminates upon:
 - the agreement of the Parties,

- withdrawal of the Parties from the Agreement, including when no reason is provided.
3. The Client may exercise his/her right of withdrawal pursuant to Article XIV (2) herein at any time using the withdrawal form provided as Annex 1 hereto, via other written notification of withdrawal, or in the form of another record on another durable medium, which is sent to the Provider's email address: .
 4. Withdrawal herefrom takes effect on the date of its delivery to the other Party. In the case of withdrawal, the Parties have agreed to preclude the application of the provisions of §351 (2) of the Commercial Code. The prior sentence applies exclusively to Agreements in which a Consumer is not a Party thereto.

15. Complaints and Suggestions from Consumers

1. A Consumer may provide suggestions and make complaints in writing via email sent to info@erlaservers.com or sent to the Provider's address provided in Article I (1) herein.
2. The Provider shall respond to the Consumer's suggestion or complaint via email to the Consumer's email address provided during registration.
3. The supervising authority is the Slovak Trade Inspection Authority (SOI), and specifically the SOI Inspectorate for the Žilina Region, with offices at: Predmestská 1359/71, 010 01 Žilina, phone No. 041/763 21 30, 041/724 58 68.

16. Alternative dispute resolution with Consumers

1. A Consumer has the right to contact the Provider with a request for remedy via email sent to: info@erlaservers.com if he/she is not satisfied with the manner in which the Provider resolved his/her claim, or if he/she believes that the Provider has infringed upon his/her rights. If the Provider rejects such request or does not respond within 30 (*thirty*) days of its sending, the Consumer has the right to file a petition to commence alternative dispute resolution with an alternative dispute resolution subject ("Subject") as defined in the ADR Act.
2. Subjects are the authorities and authorised legal entities pursuant to §3 of the ADR Act, a list of which is published on the Ministry of Economy of the Slovak Republic's website at .
3. The Consumer may file his/her petition in the manner specified in §12 of the ADR Act.
4. The Consumer may file a petition using the RS alternative dispute resolution platform accessible at .
5. The provisions of this Article XVI herein only apply to disputes between the Provider and a Consumer resulting from the Agreement or in relation to the Agreement.

17. Correspondence and communication

1. The Parties specifically agree on the ability to exchange correspondence as defined herein using electronic means, i.e. email, without the need for concurrently exchanging correspondence by post. In the case of email correspondence, the sending Party must send his/her/its electronic correspondence together with a request for notification of delivery to the recipient, whereby the date specified in such notification is decisive in terms of delivery.
2. For the purposes of correspondence as defined herein, the Provider's contact email address is info@erlaservers.com.
3. The Parties shall notify one another of any changes to his/her/its details or contact details without any undue delay.

18. Correspondence and communication

1. Any and all data, details, reference materials, drawings, knowledge, documents and any other commercial and technical information are subject to protection under the terms hereof regardless of their tangible form, in particular:
 - information related to the Agreement and its performance (*in particular the Agreement, information on the rights and obligations of the Parties and information about the Platform*);
 - information related to the Parties (*in particular information on their activities, structure, economic results, all contracts, financial, statistical and accounting information, information on their property, assets and liabilities, receivables and payables, information on their technical and software equipment, know-how, evaluation studies and reports, business strategies and plans, information related to objects protected by industrial or other intellectual property rights*);
 - information related to the business partners of the Parties;
 - for which a special handling regime is established by legal regulations (*in particular trade secrets, banking secrets, tax secrets, telecommunications secrets, personal data, and classified information*);
 - which were provided to the other Party prior to the Agreement entering into force and effect if they concern its subject and/or content;
 - which are specifically designated by the Parties as being "confidential", "proprietary" or another similar designation from which it is obvious that this is confidential information,
 - (all types of information subject to protection under the terms hereof are designated as "Confidential Information").

2. The Parties shall ensure the secrecy of the information pursuant to Article XVIII (1) herein in a manner customary for the secrecy of such information, unless expressly agreed otherwise. The Parties shall ensure that the secrecy of Confidential Information is maintained by its personnel, employers, representatives, and other cooperating third parties if they are provided with such information.
3. Confidential Information provided, transmitted, communicated, made available and/or obtained in any other way by one Party from the other Party on the basis of and/or in any connection with the Agreement may be used exclusively for the purpose of fulfilling the subject of the Agreement and in accordance with the regulations governing the handling of such data. The Parties commit to keep all Confidential Information and other information provided, transmitted, communicated, made available and/or obtained in any other way by one Party from the other Party on the basis of and/or in any connection with the Agreement strictly confidential, maintain confidentiality and protect such information from misuse, damage, destruction, impairment, loss and misappropriation.
4. No Party is authorised to provide, transmit, announce, make available, disseminate, publish, expand, disclose or use any Confidential Information without the prior written consent of the other Party other than for the purposes of fulfilling the subject of the Agreement, with the exception of the case of its provision/transmission/announcement/disclosure:
 - to a professional advisor to the Party (*including legal, accounting, tax and other advisors or auditors*) who are either bound by a general professional duty of confidentiality established or imposed by law or who are required to maintain confidentiality based on a written agreement with the Party;
 - (i) to a controlled entity of the Party; (ii) to the controlling entity of the Party; (iii) to an entity in relation to whom the controlling entity of the Party has the status of a controlled entity or a similar status; and (iv) to an entity in which the controlling entity of the Party has the status of a controlling entity or a similar position, whereby such entities will have the same obligations in relation to the protection of Confidential Information as the affected Party;
 - to a court if a Party decides to exercise its rights under the Agreement or from the Agreement via a lawsuit.
5. The obligation of the Parties to maintain the confidentiality of Confidential Information does not apply to information which:
 - was published prior to the signing of the Agreement, which must be demonstrable based on provided materials providing evidence of this fact;
 - becomes generally and publicly available after the signing of the Agreement for any reason other than a breach of obligations under the Agreement, which must be demonstrable;
 - to be made available on the basis of an obligation established by law, a decision of a court, prosecutor's office or other authorised public authority,

in which case the Party, which is obliged to make the information available, shall immediately deliver a written notification of this fact to the other Party,

- obtained by a Party from a third party which legitimately acquired or developed them, and which has no obligation to restrict its disclosure.

6. All the obligations of the Parties regarding the protection of Confidential Information endure after expiration or termination of the Agreement.

19. Final provisions

1. These T&C enter into force and effect on 4th of May 2023 and are published on the Website
2. Legal relations between the Provider and a Consumer not specified herein are governed by applicable Slovak legal regulations, in particular the Act, the Consumer Protection Act, and the Civil Code. Legal relations between the Provider and a Client which is not a Consumer not specified herein are governed by applicable Slovak legal regulations, in particular the Commercial Code.
3. Any disputes arising in relation to or in connection with these T&C shall be settled by general Slovak courts.
4. Deviations from these T&C are only permitted based on a written agreement of the Parties.
5. The Provider reserves the right to amend these T&C at any time during their validity, whereby it shall publish and apply the currently valid version of the T&C at all times. The Provider is obliged to notify the Client of any amendment to the T&C in advance within a term of 30 (*thirty*) days in advance of the new T&C taking effect. An amendment enters into force upon expiration of the period specified in the previous sentence. The previous T&C are no longer in force and effect at the moment the new T&C enter into force and effect.
6. If the Client does not agree with the amended T&C, they shall notify the Provider of such fact in writing by the date on which the new T&C enter into force and effect at the latest. Delivery of this notification to the Client pursuant to the previous sentence is considered withdrawal from the Agreement. If the Client fails to deliver notification of its disapproval with the amended T&C within the term specified above, he/she shall be considered to agree with the amended version and the mutual relations between the Provider and Client shall be governed by the new amended T&C from the date on which the amended T&C enter into force and effect.