GENERAL CONDITIONS FOR THE PROVISION OF SERVICES

General conditions for the provision of xml feed editing services and other related services (hereinafter referred to as "GTCs") of the company Sólo , Ltd., ID: 36393240 , with its registered office at Pod mokrým 330/2 , 02336 Radoľa , registered in the Commercial Register of the Žilina District Court , sec .: Sro. , insert no. 12339 / L

1. **General Provisions**
    1. The company Sólo , sro, with its registered seat at: Pod mokrým 330/2 , 02336 Radoľa ,, registered in the Commercial Register of the District Court of Žilina , section: Sro , file no. 12339 / L *(hereinafter referred to as the "Provider")* , ID: 36393240, TAX ID: 2020133335, VAT ID: SK2020133335, contact e-mail: info @ feedor.eu , contact telephone number: +421 907 821283, is a provider of xml feed editing services and other related services (hereinafter also referred to as xml feed) *„Service"* or together as *„Services")* according to the subjects of business registered in the Commercial Register.
    2. 2. The subject of the GTCs is the regulation of mutual rights and obligations of the Provider and the User. The GTCs are an inseparable part of the Agreement concluded between the Provider and the User. These GTCs also apply to the rights and obligations of a third party designated or authorized by the User acting in the name and on behalf of the User in connection with the relationship between the Provider and the User under these GTCs.
    3. 3. These GTCs apply exclusively to the provision of those Services to Users, which are listed therein and, together with all other written contractual documents and oral agreements concluded between the Provider and the User in connection with the provision of Services, define the content of the contractual relationship between the Provider and User. These GTCs do not apply to the delivery of goods by the Provider as a supplier to third parties.
    4. Terms and expressions defined or used in these GTCs shall apply and have the same meaning in all contractual relationships between the Provider and the User related with the Services, unless it is stipulated by a generally binding regulation or concluded in writing by the contracting parties otherwise.
    5. By paying the Price for ordered Service the User thereby agrees to have acquainted with these GTCs as follows and with the Complaints policy.
2. **Description of Services**
    1. The Edit xml feed service is a service that allows the User to edit the content and structure of data on the Provider's host server.
    2. „Other related services" are other services to the User that the Provider provides or will provide in the future within the scope of its business, registered in the Commercial Register.
    3. The Provider provides the Services according to its knowledge and technical capabilities, as well as the technical capabilities of its subcontractors in a quality corresponding to the generally recognized requirements for the Services and provided to the User in similar legal relationships with other providers.
3. **Definition of terms**
    1. A contract for the provision of xml feed editing services and other related services (hereinafter referred to as the „Contract") is a standardized form contract, on the basis of which the User orders the Provider's Services. The Contract is considered to be the payment of a fee (credit) and the creation of a project (Projects, new). The condition is the creation of a new billing profile by the User in the Profile administration interface. The draft Contract (Order) in the form of an unfilled form is

located and accessible to everyone on the Provider's website and allows the entry of data about the User and the Services and their binding order from the Provider.

   a. **Contract for Work, Service Contract, Individual Services Contract or other Contracts** are concluded between the Provider and the Customer or the User separately in writing for handing over the work or for providing services according to the individual requirements of the Customer or the User, especially in cases in which Webhosting, domain registration and other related services agreement shall not apply. To the contractual relationship created by such contract, provisions of these GTCs shall apply accordingly, unless the contracting parties stipulated expressly in writing otherwise. In case these GTCs state a term „the Agreement", it is also meant to be the contract concluded in accordance with this Article of GTCs.

   b. **Individual Agreement** is a specific agreement on qualitative and quantitative parameters of providing the Service and on sanctions for their breach; there is no legal claim for the User to the conclusion of such agreement. On the day of its conclusion, individual agreement becomes an inseparable part of the Agreement, to which it is concluded as its attachment or its amendment.

2. **GTCs** means these General terms and conditions that are an inseparable part of the Agreement, unless the contracting parties stipulated in writing otherwise (Article 3.1.a.).

3. **The Provider** is **Sólo**, Ltd., having its registered seat at: Pod mokrým 330/2, 02336 Radoľa, registered with the Commercial Register of the District Court Žilina, section: Sro, insert no. 12339/L, ID No.: 36393240, TAX ID: 2020133335, VAT ID: SK2020133335.

4. **A User** is a natural person or a legal entity in a contractual relationship with the Provider based on the Agreement (Order). The User who does not act within the scope of their business or other entrepreneurial activities when making and performing a contract is a **Consumer**.

5. **A Consumer** means a User as a natural person not using Services within the scope of their business or other entrepreneurial activities.

6. **Price of the Service** (Services) is agreed in accordance with the Act No. 18/1996 Coll. on Prices as amended, as a contractual price and it consists of a sum of prices of all particular performances provided within the Service. The price for provided Service is stated in the Price list. The Provider may upon his decision and under beforehand determined and published conditions provide part of the Service or the Service itself for free to the User having fulfilled these determined conditions. The price includes the relevant rate of value added tax according to the legal provisions in force at the time of providing the Service.

7. The price list is a list of Prices for individual Services provided by the Provider, surcharges, free services, details of one-off, regularly recurring and variable prices, including the beginning of the flow and the end of the billing period. The price list is an integral part of the Contract. Individual prices in the Price List are always stated including VAT per unit of measure and for the relevant time period.

8. **Activation of the Service** means such act of the Provider, by which the Service becomes functionally available via Internet network and which enables the User to really make use of the Service.

9. **Period of providing the Service** (Services) is a time period from the day the Agreement becomes effective to the day of its expiry.

10. **Temporary Interruption of Providing the Service** is an act of the Provider that makes it for the User temporarily impossible to use the Service under conditions set out in these GTCs.

11. **Help Desk means** a customer care centre that exercises all the requirements and notifications of the Provider concerning the provided Service towards each User, furthermore it provides the User with technical support and accepts the User's warranties, complaints, requests and other claims. Helpdesk is available to each User via email: info@feedor.eu, via phone: +421 907 821 283. The Provider may provide also another technologically viable access to the Helpdesk services.

12. **Administrative Interface of the Service** is a web user interface made accessible by the Provider via Internet on the Provider's website for accessing services provided by the Provider.

13. **Invoicing Profile** is a summary of the User's identification data or personal data which the User enteres in the Administrative Interface of the Service and based on which the Provider identifies the User, communicates with the User and creates and sends accounting and tax documments to the User.

4. **Concluding the agreement, the subject of the agreement**
    1. Every one interested in the Service has a right to conclude the Agreement with the Provider under the conditions set out in generally binding regulation and these GTCs.
    2. The Contract may be concluded at a distance by paying a credit to the User and creating at least 1 project via the Provider's website. The Provider does not issue an advance invoice; after paying the credit, an invoice is created for the User - a tax and accounting document in the administrative interface of the Service in the Credit section, balance history. Payment means crediting the payment to the Provider's bank account or payment through the payment gateway.
    3. The subject of the Contract on the part of the Provider is in particular its obligation to provide the User with the xml feeed adjustment service and the provision of other related services in the specified quality and agreed scope to the User under the conditions specified in the Contract, individual arrangements and these GTC.
    4. The subject of the Agreement is for the User the obligation to pay the Price for ordered Services, to exercise their rights and meet the obligations under the Agreement and these GTCs.
    5. In the case of zero or negative credit on the part of the User, the Provider temporarily suspends the provision of the Service until the credit paid to the User in a sufficient amount. A sufficient amount is the amount to pay the negative credit and daily fee according to the valid Price List. The Provider may set a minimum amount of deposited credit.
    6. The number of projects in the Price List is the daily maximum achieved sum of the number of projects.
    7. GTCs and the Price list are an inseparable part of the Agreement.

5. **Content of the „XML feed editing" service, Rights and obligations of the Provider**
    1. The Provider will allow the User to use its server and software for data processing in order to create defined outputs by the User.
    2. Regarding the provision of the Service, the Provider is obliged particularly:
        a. to ensure service functionality;
        b. take measures to reduce or completely eliminate possible outages in the provision of the Service;
        c. to perform planned precautionary Service disconnection for the purpose of control, maintenance or replacement of hardware, or if needed for software setup or update (hereinafter referred to as „the Service disconnection");
        d. to inform in advance about planned Service disconnection on their webpage, possibly by e-mail or social media or by any other proper means to notify concerned Users thereof;
        e. to meet other obligations as follows from the Agreement and these GTCs;

      f.   to notify the User without undue delay of any possible restrictions, suspensions or changes to the provision of the Service or planned measures in the Internet network and on devices of the Provider or a third party that may influence the provision of the Service;

      g.   to provide the User with help and technical support via Help Desk.

      h.   will not store or in any way store input data (feed) from the User, except for their structure

3. Regarding the provision of the Service, the Provider is entitled particularly:

      a.   to suspend the provision of the Service temporarily and without any previous notification, in case the User breached obligations under the Agreement or these GTCs, especially when they failed to pay agreed Price in due period or when they breached obligations under clause 7, Article 7.2. of these GTCs, namely till the moment remedy is performed by the User;

      b.   to remove from their devices any information and data concerning the User in case the User repeatedly and seriously breached their obligations under the Agreement or these GTCs;

      c.   to perform transfer of contractual rights and obligations under the Agreement to a third party with the consent and in cooperation with the original and the new User only after proven reimbursement of all obligations towards the Provider. There is no legal claim to the transfer of contractual rights and obligations for the User according to this Article;

      d.   to establish additional forms of protection of the Service, if it is necessary because of enhancement of its protection or because of protection of the User, unless establishing such protection creates additional costs to the User or unless the User agreed with these additional costs or asked for such establishment of additional protection of the Service;

      e.   to change a time period for which invoices (tax documents) shall be issued to the User on a regular basis (hereinafter referred to as „the billing period");

      f.   to additionally invoice items of the Service that could not be included in the invoice issued for the period in which these items were provided due to technical reasons or due to additional order by the User;

      g.   to inform the User about products concerning the Service and other activities of the Provider via e-mail or by any other proper means; such information shall not be considered as an unsolicited e-mail (spam);

      h.   to ex parte diversify or change functional or technical specification of the Service or refine user interface to access the Service, if this diversification, change or refinement is in compliance with the latest expert knowledge in the relevant field or if it undoubtedly contributes to a user comfort when making use of the Services;

      i.   to suspend or restrict providing the Service without any previous notification in justified cases, especially during planned maintenance, technical inspections, revisions, repairs on technical devices through which the Service is provided or because of power blackout, cases of emergency, terrorist attacks, epidemics, however only for an inevitable period of time;

      j.   to refuse to provide the Service to the User, if the provision of the Service was temporarily suspended before or if the Provider or other provider doing business in the same field withdrew from contract for repeated or serious obligation default by the User.

6. Rights and obligations of the user, making use of agreed services

1. The User is entitled particularly:

a. to make use of the Services provided by the Provider under the conditions set out in these GTCs, not to be interfered with other User or third party or Provider when making use of the Services;

b. to demand refund of an aliquot part of the Price for a period during which the Services were not provided in case of the Provider's fault, refunding of which the User shall demand from the Provider at the latest of one month from the suspension of the Service or the User is entitled to prolongation of a period for providing the Service by one day for each suspension in providing the Service caused by the Provider or their subcontractor that lasted more than 60 minutes, unless they agreed otherwise;

c. to approach the Help Desk with their requests and suggestions,

d. to mediate for third parties provision of the Service only upon the consent of the Provider;

e. to the provision of complete and true information about facts that might influence the quality and stability of the Services provided by the Provider, namely in a sufficient advance, if such provision of information is possible and expectable regarding the circumstances and situation;

2. The User particularly shall:

a. pay the Price for the provided Service, as well as all fees related to the provision of Services according to the Contract and the Price List, for which the Provider will issue a tax document (invoice);

b. not to mediate nor provide Services provided by the Provider to a third party without a the consent of the Provider;

c. notify Help Desk during the existence of the contractual relationship of:

   i. changes to the contact name within 30 days from such a change at the latest;

   ii. all changes to the identification and personal data within 30 days from such a change at the latest;

   iii. all facts known to the User that might negatively influence the provision of Services by the Provider without undue delay;

d. not use the Services in a way that might disproportionately limit other Users in making use of such Services, or that might disproportionately limit the Provider otherwise;

e. make use of the Services in accordance with the laws of the Slovak Republic, with the Agreement and possible directions and instructions by the Provider.

3. The User is aware of their possible criminal liability under Act No. 300/2005 Coll. as amended (Penal Code) for a conduct contrary to the provisions of the stated act.

4. Users are responsible for providing true, correct and complete identification data and personal data which they enter into the Administrative Interface of the Service or into the Invoicing Profile. In case a User enters the data of a third party into the Administrative Interface of the Service or into the Invoicing Profile, the User shall do so only on the grounds of a specific legal relationship with the third party or the User shall obtain a prior consent of the third party to enter their identification data and personal data into the Administrative Interface of the Service or into the Invoicing Profile. Upon the Provider's request the User shall present proof of the third party's prior consent.

7. Consumer´s withdrawal from the agreement

1. The User who is a consumer is entitled to withdraw from the Agreement (Order) without stating a reason within 14 working days from the day of its conclusion. The User is not entitled to withdraw from the Agreement, if the Service has already commenced its provision with the User's explicit consent before the expiry of the

withdrawal period. Despite this provision the User has the right to withdraw from the contract also in other cases which are stipulated in these GTCs.

2. In case the User who is a consumer withdraws from the Agreement under Article 8 paragraph 8.1 of these GTCs, the Agreement shall become null and void. The Provider is obliged to cease providing the Service and to remit the User the Price paid for the Service and to reimburse the advance payment including costs spent with regards to ordering the Service within 14 days at the latest from the moment when such notification of contract withdrawal was received.

8. **Change to the service, change of the user of the service**
    1. Any changes or amendments to the Agreement may be made through the administrative interface of the Service, by telephone or e-mail through the Provider's helpdesk or in writing.
    2. The User may perform any change to the User's identification data via the administrative interface of the Service or via a change to the Invoicing Profile. The Provider shall accept the User's request for a change not later than the commencement of the next billing period provided that no serious technical, technological or legal hurdles occur and that the User's liabilities towards the Provider are settled.
    3. The Provider is entitled to perform ex parte changes to the GTCs and the Price list. Agreement on changes to the Price list and GTCs is considered as concluded validly at the moment of the first use of the Service during the force of the changed Price list and GTCs. Changes to the GTCs must be announced to the User via e-mail or the administrative interface of the Service. The User must be notified of changes to the Price list only in case of the Price increase and that at the latest at the moment of issuing an invoice for the next billing period. As a proper notification of changes to the GTCs and the Price list is also considered stating the notification on a visible spot on the web site of the Provider and simultaneous sending of the notification of such changes to an e-mail box of the User that shall be stated when concluding the Agreement. Price reduction may only be announced by stating it on the web site of the Provider.
    4. Changes to the GTCs or the Price list are considered as announced on the day of the delivery of written or electronic notification to the User. In disputable cases when it is not possible to prove the delivery, changes are considered as announced on the day of sending the notification of changes to the GTCs to the last known address of domicile or registered office or the last known e-mail address that the User stated in the administrative interface of the Service as the contact email address.
    5. In case the User does not agree with changes to the GTCs or the Price list, they are entitled to withdraw from the Agreement by delivering written announcement of withdrawal from the Agreement at the latest within 1 month from the day of notification of changes to the GTCs or the Price list. Its effects shall occur on the day of delivering he written announcement of withdrawal from the Agreement to the Provider.

9. **Existence and termination of the agreement**
    1. The Agreement shall be concluded for an unlimited period, unless the contractual parties expressly stipulated otherwise.
    2. The Agreement is terminated:
        a. upon the lapse of the period of time for which it was concluded, if it was concluded for a limited period,
        b. by written agreement between the contractual parties,
        c. upon withdrawal,
        d. by a notice of termination,
        e. upon dissolution of the Provider or the User without a legal successor.

3. The User may withdraw from the Agreement, except for cases outlined in Article 8 of these GTCs:
    a. in case of changes to the contractual terms and conditions under paragraph 8, Article 8.5. of GTCs in a period stated therein,
    b. in case the Provider does not repeatedly and after a complaint provide the Services in accordance with the Agreement and these GTCs or the Provider repeatedly provides the Service with significant defects; significant defect means a defect that precludes making use of the Service for a time period that is more than 1 day in the relevant billing period;
    c. in case the Provider repeatedly (at least three times) does not eliminate claimed defects of the Service within a determined time period.
4. The Provider may withdraw from the Agreement in case:
    a. identification data or personal data stated by the User in the Agreement or in the Order are proved to be false; it is not considered as a false statement of data when the User omits to notify the Provider of changes to the data;
    b. the User is insolvent, especially upon filing for bankruptcy, upon dismissal of a petition in bankruptcy due to lack of property, upon imposing receivership to the User under special regulation or upon entering into liquidation,
    c. the User breached, even only once, some of the obligations stated in paragraph 6, Article 6.2. Letters a) to c) or repeatedly or in a serious way breached any other obligation under these GTCs;
    d. the User does not reimburse the Price even within an additional period provided by the Provider,
    e. the User violates generally binding regulation or third parties´ rights when making use of the Service.
5. Withdrawal from the Agreement becomes effective on the day of delivering the written announcement of withdrawal from one of the contracting parties to the other. This shall not apply in case of the Provider withdrawing from the Agreement because of a breach of paragraph 6, Article 6.2. letters a), b) and f) and Article 9.4. letters c) to e) of this paragraph of GTCs, where written form is not required for the withdrawal to be valid and announcing withdrawal by any other provable means is sufficient (e-mail, fax, sms message).
6. Either of the contracting parties is entitled to terminate the Agreement concluded for an indefinite period of time, due to any reason or without stating a reason. Termination of the Agreement may be written or sent by e-mail and must always be delivered to the other contracting party. The period of notice is one month and shall commence on the first day of the month following the month the other contracting party provably received the notice.
7. The Agreement concluded for a definite period of time shall terminate upon elapse of the period for which it was concluded, unless the contracting parties stipulated otherwise.
8. The Agreement shall also terminate upon written agreement between the contracting parties.
9. **Fiction of delivery.** Rejection of receiving the notice or withdrawal from Agreement by the contracting party to which the paper is addressed, as well as an unsuccessful delivery of notice or withdrawal to the address of the contracting party stated in the heading of the Agreement or announced to the other contracting party by means stated in these GTCs, or not collecting the consignment on the post office within the takeover period are also considered as a sufficient delivery. As a delivered e-mail is also considered receiving a receipt displayed on the other contracting party´s computer („*Return Receipt – Displayed*") or upon elapse of the 7-day period from the moment of receiving e receipt delivered to the other contracting party´s e-mail box

(*„Return receipt-delivered"*). In case of doubts concerning the delivery via e-mail, as a sufficient delivery is considered sending to the last known e-mail address of the contracting party stated in the Agreement (the Order) or in the identification data provided by the User in the administrative interface of the Service

10. Price for the service and payment conditions
1. Prices for the provided Service are charged to the User according to the current Price list that is an inseparable part of the Agreement and is stated on the web site of the Provider. The Provider may upon beforehand set out and announced conditions make a decision to provide some or all Services to the User having met such conditions, for a lower price or for free for a certain period of time. There is no legal claim to the User for free provision of the Services.
2. The Provider is entitled to change the Price amount and pricing. The Provider is obliged to notify the User of every Price increase, upon Article 8.3. of GTCs in writing, via e-mail or by stating it on the web site of the Provider upon Article 8.4. of these GTCs.
3. The billing period is the day of crediting the payment to the bank account or the day of payment through the payment gateway, unless otherwise agreed or stated in the Price List.
4. The Provider is entitled to issue an invoice to the User with the requisites of a tax document and with a breakdown of individual billed acts in advance after payment for the Service.
5. Invoice due date is 14 calendar day from the day of its delivery to the User, unless contracting parties agreed otherwise.
6. The Provider is entitled to charge the User contractual default interests in the amount of 0,1 % of the price of the Service for each commenced day of default.
7. The User is obliged to reimburse all the charged payments even in case the Services have been made use of by parties different from the User. In case of an unauthorised making use of the Service by parties different from the User, the User is obliged to reimburse all the charged payments up to the day of limitation of provided Services by the Provider based on the notification of a misuse of the Services by the User, the Provider is obliged to limit providing the Service without undue delay after the notification.

11. Exercising liability for defects of the provided service - complaint
1. Procedure on claiming the complaints concerning the Service provided by the Provider is set out in the Complaints Policy of the Provider. The Complaints Policy is stated on the web site of the Provider.
2. Help and support provided by the Provider to the User based on their help request by a phone, chat or by any other on-line means is not considered as a complaint.
3. In case the User who is a Consumer is not satisfied with the way the Provider processed their Complaint or if the User has the impression of their rights being violated, the User may request the Provider to make amends.
4. In case the Provider either rejects the User's appeal, which is in line with Article 11.3 of this paragraph, or fails to reply within 30 days from the day of posting, the User who is a Consumer has the right to submit a request for an alternative dispute resolution in accordance with § 12 Act No. 391/2015 Coll. on Alternative Consumer Dispute Resolution.
5. In accordance with paragraph 1.4 of these GTCs the competent authority for alternative dispute resolutions with the Provider is either the Slovak Commercial Inspection (Slovenska obchodna inspekcia) or another authorised legal person from the list of authorities for alternative dispute resolutions managed by the Ministry of Economy of the Slovak Republic (the list is available online at the Ministry's website: http://www.economy.gov.sk/obchod/ochrana-spotrebitela/alternativne-riesenie-

spotrebitelskych-sporov-1/zoznam-subjektov-alternativneho-riesenia-spotrebitelskych-sporov).

6. In case there are more competent authorities for alternative dispute resolution in line with paragraphs 12.4 and 12.5 of these GTCs, the User-Consumer has the right to choose whichever authority for alternative dispute resolution. For alternative dispute resolution the User who is a Consumer may make use of the online platform for dispute resolutions, which is available at http://ec.europa.eu/consumers/odr/.

12. Collecting information on users, personal data protection

1. By signing an Agreement or by sending an Order the User, who is a natural person, shall thereby confirm that personal data provided by them are accurate and true. The data include: name, surname, place of residence, email address, phone number, IP address. The legal basis for the processing of disclosed personal data is the following:

    1. processing of personal data is necessary in order to comply with the obligations as laid down in the Agreement, to which the User is a contracting party, or in order to take measures before concluding an Agreement based upon the User's request pursuant to the provisions under Article 6 paragraph 1.b) of Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016 on the protection of natural persons with regard to the processing of personal data and on the free movement of such data, and repealing Directive 95/46/EC (hereinafter as **GDPR**);

    2. processing of personal data is necessary for compliance with a legal obligation to which the controller is subject pursuant to point (c) of Article 6 (1) of the GDPR; and

    3. processing of personal data is necessary for the purposes of legitimate interests pursued by the Controller.

    The Controller collects, stores and via other processing operations processes User's personal data for the following purposes:

    1. compliance with legal obligations, mainly for accounting (name, surname, place of residence);

    2. later communication with the User in connection with the provided Service (name, surname, address of residence, date of birth, telephone number, e-mail address); also

    3. direct marketing of Services, sending information regarding products also by electronic means (email, phone number, IP address).

    The User shall be fully liable for damage caused by inaccurate and out-of-date personal data.

    The Provider shall be empowered to process personal data above the scope or purpose, as defined in paragraph 12.1 and 12.2 of these GTCs, and when the processing of these personal data is not compatible with the legal base, as set out in paragraph 12.1 of these GTCs, only on the grounds of:

    1. the User's prior voluntary consent and to a previously set purpose, extent and period. The User is entitled to revoke such a given consent in writing anytime. Revocation of consent shall become effective on the day of its delivery to the Provider; or

    2. compliance with generally binding legal obligations or with a decision of a public authority.

2. The Provider shall not process and provide personal data beyond the extent inevitable for the operation and functioning of ordered Services. For the purposes of offering Services personal data shall not be provided to any third parties with the exception of products the description of which clearly states otherwise. In such a case the Provider shall agree within the contractual relationship with the third party on the protection of personal data pursuant to valid legal provisions, mainly GDPR,

Personal Data Protection Act, and at the same time, the Provider shall inform the User that disclosing personal data to a third party is necessary for the performance of the Agreement otherwise deeming it impossible to provide the Service.

3. In cases where the choice of the recipient of personal data lies with the Controller, the Controller is obliged to always ensure that a high standard of personal data protection for the data subject is guaranteed.

4. Personal data of the data subject may be processed within the member states of the European Union and in countries which are a contracting party to the Agreement of the European Economic Area. Personal data may be transmitted only to third countries, whose legal regimes the European Commission deems competent to provide an adequate level of personal data protection.

5. Recipients of personal data that are processed by the Provider can be divided into the following categories:
    1. business partners providing physical and program IT services for the Provider, mainly information systems, computer programs and servers necessary for the provision of Services.
    2. business partners providing advertising and marketing services for the Provider,
    3. business partners ensuring compliance with the Provider's obligations in the areas of legal services, personnel management, taxes, audits and accounting.
    4. registration authorities that are necessary in order for the Provider to conduct business,
    5. public authorities in cases when the Provider is obliged to disclose personal data in compliance with generally binding legal obligations or with a decision of a public authority (mainly courts, law enforcement authorities, court enforcement officers).

6. The Provider undertakes to take all steps towards the highest personal data protection of the User.

7. In relation to the User's clients the Provider shall take the role of a Controller under Article 28 of the GDPR. Therefore, the Agreement between the Provider and the User shall comply with the following:
    1. The Provider shall not entrust the processing of personal data to another Controller without the User's prior individual written consent. In case the User's written consent has been provided, the Provider shall impose in a contract or by another legal act the same obligations regarding personal data protection onto the next Controller as is set out in this Agreement, whereas the liability towards the User rests with the Provider if the next Controller fails to comply with their obligations regarding personal data protection.
    2. The Provider shall process personal data only for the purposes of providing Services.
    3. The Provider shall process personal data during the whole period of validity and effectiveness of the Agreement between them and the User.
    4. The Provider shall process personal data in the same scope as the User. The User may limit the scope of processed personal data.
    5. Data Subjects are the User's clients.
    6. The Provider is entitled to perform only processing operations with personal data that are necessary in order to fulfil the purpose of processing, mainly: collection, organization, storage and destruction.
    7. The Provider shall process personal data only to the extent necessary in order to fulfil the purpose of processing and only in line with the terms and conditions of this Article of the GTCs, or upon receipt of the User's written instructions and also in cases when personal data is being transferred to a

third country or to an international organization. In case of a personal data transfer to a third country or to an international organization based on specific regulations or an international agreement, by which the Slovak Republic is bound, the Provider shall inform the User of such a request before processing personal data, provided that a specific regulation or an international agreement, by which the Slovak Republic is bound, does not prohibit such notice due to reasons of public interest.

8. The Provider shall ensure the protection of processed personal data against damage, destruction, loss, change, unauthorised disclosure and access, against making them available or public and against other unlawful methods of processing.

9. The Provider declares that they guarantee the safety and security of processed personal data and take technical and organisational measures in order to ensure the protection of the User's clients' rights and of their personal data against accidental or unlawful destruction, loss, alteration, unauthorised disclosure of, or access to personal data transmitted, stored or otherwise processed while taking into account the nature, extent, context and purpose of personal data processing and the risks that may disrupt the safety and security of personal data protection and their relevance.

10. The Provider shall not disclose personal data to third parties or use personal data to other than the agreed purpose, nor misuse personal data for their own gain or the gain of a third party or handle personal data in breach of this Article of these GTCs.

11. The Provider and their employees shall be bound by secrecy concerning personal data of the User's clients. Personal data shall not be used for personal needs nor be published, disclosed, made available or be otherwise unlawfully processed. They shall be bound by secrecy also after the termination of the Agreement. The Provider is also responsible for other persons authorised by the Provider to be subject to the obligation of secrecy, as well as for other external associates and persons authorised by the Provider.

12. The Provider shall ensure that collected personal data is processed in a way that enables to identify the User's clients only during the period necessary for fulfilling the purpose of processing.

13. The Provider shall cooperate and enhance synergies with the User when complying with the User's obligations, react to the User's clients' requests when the clients exercise their rights under the provisions of Chapter III of the GDPR, including the obligation to inform the User regarding every written request to access that eventually will be submitted to the Provider in relation to the User's obligations under the GDPR, Act no. 18/2018 Coll. on the Protection of Personal Data as amended (hereinafter referred to as the Personal Data Protection Act) and other related provisions.

14. The Provider shall cooperate and enhance synergies with the User when complying with the obligations as laid down in the provisions of Articles 32 to 36 of the GDPR, namely:
    1. maintain security of processing;
    2. notify a personal data breach to the Personal Data Protection Office of the Slovak Republic and to data subjects if necessary;
    3. carry out a data protection impact assessment concerning the impact of processing of personal data on their protection if necessary;

      4. Personal Data Protection Office of the Slovak Republic should be consulted of the intention to start processing personal data, where a data protection impact assessment indicates that the processing would, in the absence of the User's security measures to mitigate the risk, result in a high risk.

  2. The Provider shall make available to the User all information necessary to demonstrate compliance with the obligations laid down in Article 28 of the GDPR and allow for and contribute to audits including inspections conducted by the User or another auditor mandated by the User.

  3. The Provider shall immediately inform the User if, in their opinion, the User's instruction infringes the GDPR, the Personal Data Protection Act, a specific provision or international agreement, by which the Slovak Republic is bound and which concern personal data protection.

  4. The Provider is obliged to erase or return personal data to the User and delete existing copies, which contain personal data, when the Agreement is terminated and no longer effective, unless a specific provision or international agreement, by which the Slovak Republic is bound, require to store these personal data.

5. Pursuant to Article 13 of the GDPR **the Provider provides to the User as a Data Subject with the following information:**

  1. Identification data of the Provider: Sólo, s. r. o., Pod mokrým 330/2, 02336 Radoľa, IČO 36393240, entered in the Commercial Register of the District Court of Žilina, section: Sro, file no. 12339 / L; The Provider can be contacted at the e-mail address: info@feedor.eu or by phone at: 421 907 821283;

  2. The purpose as well as the legal base for processing personal data is outlined in paragraph 12.1 of this Article;

  3. The list of personal data is outlined in paragraph 12.1 of this Article;

  4. In special cases when it is necessary for the provision of Services to disclose personal data to a third party or transfer personal data to a third country, the Provider shall inform the User thereof.

  5. The Provider shall store personal data during the entire period when providing Services.

  6. The User has the right to request from the Provider access to personal data regarding a Data Subject, furthermore the User has the right to have personal data corrected, the right to erasure of personal data, the right to restriction of personal data processing, the right to object to processing of personal data as well as the right to data portability.

  7. If suspicious that their personal data is unlawfully processed, the User may bring proceedings on personal data protection before the Personal Data Protection Office of the Slovak Republic in accordance with § 100 of the Personal Data Protection Act.

  8. It is necessary for the User to provide personal data as set out in paragraph 12.1 in order to enter into an Agreement and to be provided Services.

6. Information regarding the Rights of Data Subjects - Users: Pursuant to Articles 15 to 22 and Article 34 of the GDPR a person disclosing personal data (Data Subject – User) has the following rights:

  1. **Right of access to personal data under Article 15 of the GDPR:** data subject shall have the right to obtain from the Provider confirmation as to whether or not personal data concerning him or her are being processed.

  2. Right of rectification of personal data under Article 16 of the GDPR: Data Subjects shall have the right to obtain from the Provider without undue delay the rectification of inaccurate personal data concerning him or her.

Taking into account the purposes of the processing, the Data Subject shall have the right to have incomplete personal data completed.

3. **Right to erasure personal data under 17 of the GDPR:** The data subject shall have the right to obtain from the Provider the erasure of personal data concerning him or her without undue delay when Data Subjects exercise their right to erasure if:
    1. personal data are no longer necessary in relation to the purposes for which they were collected or otherwise processed,
    2. the Data Subject withdraws consent on which the processing is based and where there is no other legal ground for the processing,
    3. the Data Subject objects to the processing and there are no overriding legitimate grounds for the processing, or the Data Subject objects to the processing for direct marketing purposes,
    4. personal data have been unlawfully processed,
    5. personal data have to be erased for compliance with the GDPR, the Personal Data Protection Act, a specific provision or an international agreement, by which the Slovak Republic is bound,
    6. personal data have been collected in relation to services offered by an IT company.

4. **Right to restriction of processing of personal data under Article 18 of the GDPR:** The Data Subject shall have the right to obtain from the Provider restriction of processing where one of the following applies:
    1. the accuracy of the personal data is contested by the Data Subject, for a period enabling the Provider to verify the accuracy of the personal data,
    2. the processing is unlawful and the Data Subject opposes the erasure of the personal data and requests the restriction of their use instead,
    3. the Provider no longer needs the personal data for the purposes of processing, but they are required by the Data Subject for the exercise of legal claims,
    4. the Data Subject has objected to processing pending the verification whether the legitimate grounds of the Provider override those of the Data Subject.

    The Provider shall inform a Data Subject, who has obtained restriction of processing, before the restriction of processing is lifted.
    Under Article 19 of the GDPR the Provider shall inform the Data Subject upon their request about those recipients, to whom the Provider communicated any rectification or erasure of personal data or restriction of processing.

5. **Right to data portability under Article 20 of the GDPR:** The Data Subject shall have the right to receive the personal data concerning him or her, which he or she has provided to the Provider, in a structured, commonly used and machine-readable format and shall have the right to transmit those data to another Controller**.**
6. **Right to object to personal data processing under Article 21 of the GDPR:** The Data Subject shall have the right to object, on grounds relating to his or her particular situation, at any time to processing of personal data concerning him or her on a legal basis due to the fact that the processing of personal data is necessary for the performance of a task carried out in the public interest or on the grounds of legitimate interests of the Provider or a third party, including profiling based on those provisions. The Provider shall

no longer process personal data unless the Provider demonstrates compelling legitimate grounds for the processing which override the interests or rights of the Data Subject or for the exercise of legal claims. The Data Subject shall have the right to object at any time to processing of personal data concerning him or her for direct marketing purposes, which includes profiling to the extent that it is related to such direct marketing.

Under Article 22 of the GDPR the Data Subject shall have the right not to be subject to a decision based solely on automated processing, including profiling, which produces legal effects concerning him or her or similarly significantly affects him or her.

Under Article 34 of the GDPR the Provider shall communicate the personal data breach to the Data Subject without undue delay when the personal data breach is likely to result in a high risk to the rights and freedoms of natural persons.

7. **Information to be provided to the Data Subject**
Under Article 13 of the GDPR and information provided in line with Articles 15 to 22 and Article 34 of the GDPR the Provider shall provide information, which relate to the processing of personal data, to the Data Subject upon their request.

The aforementioned information shall be provided in writing, or by electronic means, typically in the same way as the request was submitted. When requested by the Data Subject, the information may be provided orally provided that the identity of the Data Subject is proven by other means. The Provider shall facilitate the exercise of data subject rights under Articles 15 to 22 of the GDPR.

In line with this point of this Article the Provider shall provide information on action taken on a request without undue delay and in any event within one month of receipt of the request. That period may be extended by two further months, and where necessary, repeatedly, taking into account the complexity and number of the requests. The Provider shall inform the Data Subject of any such extension within one month of receipt of the request, together with the reasons for the delay.

Information under this point of this Article shall be provided free of charge.

Where requests from a Data Subject are manifestly unfounded or excessive, in particular because of their repetitive character, the Provider may either charge a reasonable fee taking into account the administrative costs of providing the information or communication or taking the action requested or refuse to act upon the request.

8. **Restrictions to the Rights of Data Subjects**
Pursuant to Article 23 of the GDPR and in connection with § 30 of the Personal Data Protection Act, the Provider shall inform the Data Subject of restrictions to their rights unless the purpose of restriction is not threatened.

13. Communication between the contracting parties
1. Communication between the contracting parties shall firstly take place electronically via the administrative interface of the Service or via e-mails (orders, requests for changes, payment receipt, activation information, sending proforma invoices etc.).
2. Legal relations (rights and obligations) between the Provider and the User, who is an entrepreneur and acts within the scope of his business or other entrepreneurial

activity, which are not regulated in these GTC, are governed by the provisions of relevant legislation, especially the provisions of Act no. 513/1991 Coll. Commercial Code as amended and 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 acts as amended by Act no. 284/2002 Coll., As amended (hereinafter referred to as the Electronic Commerce Act).

3. Legal relations (rights and obligations) between the Provider and the Consumer User, which are not regulated in these GTC, are governed by the provisions of the relevant legal regulations, in particular the provisions of Act no. 40/1964 Coll. Civil Code as amended, Act no. 250/2007 Coll. on consumer protection amending the Act of the Slovak National Council no. 372/1990 Coll. on offenses as amended, Act no. 102/2014 Coll. on consumer protection in the sale of goods or provision of services on the basis of a contract concluded at a distance or a contract concluded outside the premises of the seller and on the amendment of certain laws and Act no. 22/2004 Coll. on electronic commerce, as amended.

4. The Contracting Parties agree that, in the event of any dispute arising from the contractual relationship which they have concluded between them and the legal relations arising therefrom and related thereto, each Contracting Party shall be entitled to assert its claims before the General Court in accordance with the relevant provisions. Act no. 160/2015 Coll. Code of Civil Procedure as amended. This does not affect the right of the User - consumer to use an alternative solution to a consumer dispute in accordance with Article 12, paragraphs 12.3 to 12.6 of these GTCs.

14. Liability of the contracting parties

1. The subject of the Provider's Services is not the control of the content of the User's web pages. The Provider is not responsible for the content of the website, made available and published on the basis of the provision of the Provider's Services in accordance with these GTC by the User. The User is not responsible for the activities of the Provider, unless this activity was performed at the request, instruction or in the interest of the User. This request or instruction may be issued in writing, electronically through the administrative interface of the Service, by e-mail, telephone or other similar verifiable means.

2. Each of the contracting parties is only liable for actual damage to tangible property caused by demonstrable fault of the contracting party to the other party, while the User is also liable for actual damage to tangible property of the Provider caused by a third party. Commercial Code and Civil Code

3. Any damage incurred for which the Provider is responsible may be compensated or reduced by the provision of the Service in a value equal to the amount of damage.

4. The Provider is not liable for damage or lost profit, caused by the interruption of the provision of Services under the Contract, Order or GTC to the User or third parties.

5. The Provider is not liable for damage caused to the User by a third party who forcibly or through errors in the User's applications or settings penetrated the User's website and caused damage or copied, altered or deleted the User's stored data. The Provider is also not liable for damage caused by a third party who, through no fault of the Provider, gains unauthorized access to the computer system, other information carrier or part thereof and inserts, transmits, damages, deletes, degrades, alters or suppresses computer data inauthentic data with the intent to be considered authentic or to be treated as such for legal purposes, even if the proceedings do not constitute a criminal offense under the Criminal Code.

6. The contracting party is obliged to compensate the proven damage within 30 calendar days from its proving, by non-cash transfer to the account of the other contracting party, unless the contracting parties agree otherwise.

7. The Provider's liability for the content of transmitted information is regulated in § 6 of the Electronic Commerce Act.

15. Communication between the parties

1. Communication between the contracting parties takes place primarily in electronic form via the administrative interface of the Service or via e-mails (orders, requests for changes, confirmation of payment, activation information, etc.).

2. Notifications concerning the facts on the basis of which one of the contracting parties will assert any legal claims must be made in the manner provided in these GBTC and demonstrably notified or delivered to the other contracting party. Ordinary information notices may also be notified to the contractor orally or by telephone. The web administration interface of the Service is always accessible via the designated website of the Provider.

3. The Provider does not bear any responsibility for interruptions in the provision of the Service or other risks resulting from incorrect or outdated entries. The contact e-mail address of the User must be functional and regularly checked by the User.

4. The user is obliged to state the correct variable payment symbol when making the payment. Otherwise, the Provider may not provide the service due to the impossibility of identifying the payment. The Provider will return unidentified payments to the payer's account, if the counter-account is available. In the event that the Administrative Interface of the Service does not move the „Credit" type within 14 days of payment, the User must inform the Provider about the payment and provide information leading to successful identification of the payment (payment date, account number, payer's bank).

16. Common provisions

1. The rights and obligations of the User and the Provider are governed by the Agreement, these GTC and the Price List.

2. The Agreement shall enter into force and effect on the day of payment of the first credit and the creation of the first project, unless otherwise stated in the Agreement. The order becomes valid and effective upon acceptance by the Provider and payment of credit for the Service to Users with at least 1 project created. Payment is considered to be the crediting of the payment to the Provider's account or payment through the payment gateway.

3. **Separability**. The invalidity of any provision of the Agreement or the GTC shall not affect the validity of any other provision of the Agreement or the GTC, if such provision is severable. The Contracting Parties undertake, if necessary, to replace the invalid provisions without undue delay with a provision which, in its content and purpose, is closest to the purpose of the invalid provision.

4. **Completeness of the Contract**. The Agreement constitutes the entire agreement between the two parties with respect to the subject matter hereof and supersedes all prior agreements, promises, notices, representations or warranties, written or oral, concerning the same Service, unless the parties agree otherwise in writing.

5. **Relationship between the Contract and the GTC**. In the event that the contractual arrangements between the contracting parties specified in the Contract are in conflict with the provisions of the GTC, the provisions of the Contract shall apply before the provisions of the GTC. If the User and the Provider enter into a written Agreement, their rights and obligations are governed by the provisions of these GTC only to the extent that is not otherwise provided in the Agreement.

6. The supervisory authority in matters of consumer protection is the Slovak Trade Inspection, SOI Inspectorate for the Bratislava Region, with its registered office at Prievozská 32, P.O.Box 5, 820 07 Bratislava.

17. Final provisions

1. The contract and these GTC are prepared and concluded in the Slovak language. If they are also signed in a foreign language version, the Slovak text is decisive.
2. A natural person who concludes the Contract on behalf of a legal entity as a User is personally liable for all legal consequences and damage caused, unless he has been authorized to act on behalf of the User - legal entity or unless the Commercial Code valid in the Slovak Republic provides otherwise.
3. The General Terms and Conditions shall enter into force and effect on 28. 8. 2020.