

# General conditions of providing cloud webhosting services

The general conditions of providing cloud hosting service and other related services (hereinafter referred as „conditions“) of the Relbit, s.r.o. company, having seat on Hany Meličkovej 9, 841 05 Bratislava, Slovak Republic, registered in the Business register of the District Court Bratislava, file No. 66427/B (hereinafter referred only as „Relbit“, eventually as „Provider“)

## 1. Initial provisions

1.1. Relbit is a provider of cloud webhosting services, email service, of a virtual server infrastructure and of other related services (hereinafter referred only as „Service“ / „Services“) in compliance with the lines of business registered in the business register.

1.2. The subject-matter of these conditions is the regulation of mutual rights and obligations of Provider and User. The conditions become inseparable part of a contract concluded between Provider and User.

1.3. These conditions are intended exclusive only for providing of the Services mentioned therein to Users, and along with all other contractual documents in writing and verbal agreements concluded between Provider and User in connection with providing of the Services delimitate the contents of the contractual relationship between Provider and User.

1.4. Terms and expressions defined or used in these conditions shall be used and shall be of the same meaning in all obligatory contractual relationships between Provider and User related to the Services unless a general obligatory legislative regulation states otherwise or unless the contractual parties expressly agreed otherwise.

## 2. Description of services

2.1. The „Cloud Webhosting“ service is a service that allows User to make and operate his domains along with space on the domain hosting servers of Provider.

2.2. The „Email“ service is a service that allows User to create a certain number of email boxes, aliases, and a domain basket as well, to redirect emails and to access the email through a web interface, POP3 or IMAP protocol.

2.3. The „Virtual Server Infrastructure“ service is a service that allows User to utilise a virtual server infrastructure running on the cloud platform of Provider.

2.4. „Other related services“ are especially domain redirection, shell account, and other services as well that Provider provides already or will be providing within the scope of the lines of his business registered in the business register.

2.5. Provider provides the Services according to his technical possibilities and according to the possibilities of his sub-suppliers in a quality complying with the generally recognised requirements on the Services and provided to users in similar juridical arrangements by other providers.

### **3. Definition of terms**

3.1. The contract of providing cloud webhosting services, Virtual Server Infrastructure is a contract on the base of which User orders the Services of Provider. A completed and sent form with designation Order is also considered the contract. The proposal of the contract (order) having the appearance of blank form is presented and available for everybody on the Provider's web site, and facilitates to enter data about User and the Services, and their obligatory ordering at Provider.

3.2. The general conditions are inseparable part of a contract.

3.3. User is a natural person or a juristic person that is in contractual relationship with Provider based on a contract (order).

3.4. "World wide web", „web“ or "www" are understood as a distributed multimedia hypertext system facilitating movement over sources within Internet. If User has registered a second level domain that its www address has the form of a virtual www server: „www.domainname.sk“.

3.5. Internet is a public data network facilitating data communication transfer peer-to-peer or other forms of communication.

3.6. Warez is understood as illegally acquired or offered software or data file containing a work protected by legislative regulations for intellectual or industrial property protection (e.g. books, films, music), illegally acquired or offered access rights for software utilisation, or instructions on how to acquire illegally software or other data.

3.7. The price of the Service (services) is agreed according to the Act No. 18/1996 Coll. on prices, as actually amended, as a contractual price that equals to the total sum of the prices of all individual services provided within the scope of the Service. The price of provided service is referred in the pricelist. Provider may, based on his decision and under conditions stated and disclosed in advance, offer part of the Service or the entire Service free of charge to User meeting these stated conditions.

3.8. The pricelist is a list containing the prices of individual services provided by Provider, surcharges, free of charge services, detail information about single, regularly repeating and variable prices, including the accounting period start and end dates, method of price payment, information on how User can ask for information about eventual discounts to the price. The pricelist is inseparable part of the contract if the Service isn't provided free of charge according to point 3.7.

3.9. Service activation is understood as a Provider action making the Service function capable through Internet network and facilitating User to practically use the Service.

3.10. The Service provision period is a period starting in the day when the contract entered into force and ending in the day of its termination.

3.11. Temporary interruption of Service provision is a Provider action that makes impossible for User temporary to use the Service under the conditions stated by these conditions.

3.12. The Help Desk is a centre of customer care that applies uniform Provider requirements and notification against every User in connection with the Service provision; provides technical support for User, and receives his complaints, claims, requests or other submissions.

3.13. Communication in writing is understood as a classic paper-based mail and electronically based email as well.

3.14. In the case of communication in writing between Provider and User by email form, with regard to the character of the protocol employed by email, Provider strictly recommend User to use electronic signature. Provider may reject eventual communication without valid electronic signature. The valid electronic signature is a signature the actual yet not expired key of which is available on Internet on a confidential server intended for this purpose (e.g. [gpg.mit.edu](mailto:gpg.mit.edu)).

## **4. Contract conclusion, subject-matter of contract**

4.1. Every person interested in the Services has right to conclude contract with Provider under conditions set by the general obligatory legislative regulations and these conditions.

4.2. The contract can be concluded by sending the completed order form through the Provider's web site or in writing. Contract concluded by sending the completed order form through the Provider's web site comes into force not until the first partial payment of the price of the Service is paid off against the advance payment invoice issued by Provider provided the Service isn't provided free of charge.

4.3. Provider and User may agree so called test period during which the otherwise paid Service is provided free of charge to User for trial purposes. During this test period, User is also obliged to keep the conditions, however, may not use the Service for making profit. The test period shall always be set on a finite time, normally a 14 day period from the day of contract conclusion unless otherwise agreed in writing. When the test period expires, the contract prolongs automatically, and the Service provision is charged as stated in the valid pricelist unless otherwise agreed. User utilising the test period has right to retreat immediately from the contract by notice communicated in writing within five working days after the last day of this test period. In such case, services within the period from the end of the test period and the day of notice are provided free of charge.

4.4. The subject-matter of the contractual obligation of Provider is to provide the disk space, computation performance, transmission bandwidth and other technical means for making and running WWW site, running email server, running virtual server infrastructure, and provision of other related services in the set quality and in the agreed scope to User under conditions stated in the contract and in these conditions.

4.5. The subject-matter of the contractual obligation of User is to pay the price for ordered services, to exercise his rights and keep his obligations according to the contract and these conditions.

4.6. The conditions and the pricelist are inseparable part of the contract.

## **5. Contents of „Cloud Webhosting“ service, Provider's Rights and Obligations**

5.1. Provider allows User to utilise his servers and program equipment for running web site in the scope stated in the contract. The Provider's server is situated in housing centre of third person.

5.2. In connection with the Service provision, Provider is particularly obliged to:

- a) assure the functional capability of the server;
- b) update regularly the server software with regard to its functionality and server security as well;
- c) carry out measures focused on partial or total elimination of possible outages at providing the Service;
- d) carry out scheduled preventive Service shutdowns for inspecting, maintaining or replacing hardware, eventually setting or updating the program equipment of the server (hereinafter referred only as „Service shutdown“);
- e) inform in advance about scheduled Service shutdown on his web site, eventually to notify aggrieved Users by email or other suitable form;
- f) fulfil other obligations resulting from the contract and from these conditions;
- g) notify User without unreasonable delay – at least 24 hours in advance – on eventual restriction, interruption or changes in the Service provision or on measures employed in the Internet network and on Provider’s equipment or on third person equipment that may affect the provided Service;
- h) provide help and technical support for User through the help desk.

5.3. In connection with the Service provision, Provider is particularly entitled to:

- a) interrupt temporary and without previous warning the Service provision when User has violated his obligations resulting from the contract or from these conditions, particularly when he didn’t pay agreed price timely or violated his obligations according to article 7, point 7.2. of these conditions, until User fulfil all his due obligations;
- b) remove all data related User and User’s domain from his equipment when User repeatedly or in severe manner violated his obligations resulting from the contract or from these conditions;
- c) apply temporary restrictions to the size of the disc space dedicated for User, to the transmission speed for User or limit other User activities on Provider’s equipment to certain level if actual User activity has given to arise hazard or significant restriction to the smooth run or to the functionality of the operation of Provider’s equipment or to the activities of other users;
- d) realise assignment according to the contract to third person with the consent of the original and new User not until all obligations against Provider are provable fulfilled. User isn’t entitled for any assignment according to this provision;
- e) implement additional procedures of Service protection if necessary for its better protection or for User protection, provided the implementation of such protection doesn’t cause additional financial costs on the User’s side or when User has agreed with these additional costs or asked for the implementation of additional procedures of Service protection;
- f) change period for which invoices (tax document) shall be issued to User (hereinafter referred only as „accounting period“);
- g) issue invoice additionally for such items of the Service which, because of technical reasons or additional order, could not have been involved in the invoice issued for the period in which they had been provided;
- h) inform User about products related to the Service and about other Provider activities by email or other suitable manner; such information shall not be understood as spam;
- i) unilaterally restrain or change the functional or technical specification of the Service, or improve the user interface serving for access to the Service, provided such modification, change or improvement is state of the art in the appropriate branch of business or contributes undoubtedly to user comfort at exercising the Service;
- j) interrupt or limit the Service provision in reasoned cases without previous warning, particularly at planned maintenances, technical inspections, revisions, repairs on technical

equipment through which the Service is provided or because of voltage supply failure, emergency conditions, terroristic attack, plagues, however only for unavoidable time; k) deny the Service provision to User if it was already temporary terminated, or when Provider or other provider practicing his business in the same line of business retreated from contract because of repeated or severe non-fulfilment of User's obligations.

## 6. User's Rights and Obligations

6.1. User is particularly entitled to:

- a) use the Services provided by Provider under conditions stated in these conditions without being interfered with other user or third person or Provider at their practicing;
- b) claim either for returning the pro rata part of the Price for time when the Service was unavailable because of Provider failure, where such claim must be applied by User to Provider within one month from the day of the Service interruption, or for prolongation of the Service provision by 1 day for every interruption of the Service provision in prepaid period caused by Provider failure or by his sub supplier which lasted more than 5 minutes unless otherwise agreed;
- c) address his demands and suggestions to the Help Desk;
- d) mediate the Service provision for third persons only with separate agreement with Provider in writing;
- e) obtain complete and true information about matters of fact that can affect the quality and stability of the Services provided by Provider and namely with sufficient lead time provided such information submission is possible with regard to circumstances and conditions;
- f) use the granted space for uploading there web site data and other data connected with

6.2. User is particularly obliged to:

- a) avoid placing the following contents on Provider's equipment:
  - i. erotic and pornographic material (text, images, videos etc.) unless otherwise agreed with Provider;
  - ii. contents promoting national origin, racial or ethnic intolerance;
  - iii. data containing warez or referring to servers focused on warez or similar orientation;
  - iv. illegally acquired software with the purpose to sale or provide it to third persons;
  - v. servers oriented on spreading of spam;
  - vi. servers containing too much musical and video files (as e.g. mp3, mpeg, avi files);
  - vii. servers violating copyrights or other rights of intellectual property;
  - viii. any servers that can be also partially classified in the above mentioned categories;
  - ix. data violating Slovak Republic acts or good practices in any other manner.
- b) pay the Price for the provided Service and all fees connected with the Service provision as well as set by the contract and the pricelist, and namely against tax document (invoice) issued and submitted by Provider in writing;
- c) avoid providing the Services, obtained from Provider, to third person without previous Provider's consent in writing even a single time ;
- d) during the life of contract, notify Provider through the help desk or through the web user interface made him available by Provider through Internet for Service purposes (hereinafter referred only as "Service administrator interface") on the following changes:
  - i. change to the contact name and namely within 30 days from such change;
  - ii. all changes of his identification data and invoicing data and namely within 30 days from such change;

iii. notify Provider immediately on all matters of fact User is familiar with that could adversely affect Provider at providing the Service;  
e) avoid using the data space and transmission capacities for purposes of data storing, archiving or backup if the data doesn't relate to the User www site, eventually as a data space for data transfer among users;  
f) avoid using the Services in manner that would restrain other Provider users inappropriately at practicing these Services or otherwise would restrain Provider inappropriately;  
g) use the Services in compliance with Slovak Republic acts, with the contract, and with eventual instructions and advices of Provider.

6.3. User is aware of his eventual criminal-law liability as set by the act No. 300/2005 Coll, as actually amended (Criminal Code) for actions infringing the provisions of the above mentioned act.

## **7. Change to service**

7.1. User is entitled to ask Provider anytime for change, extension or reduction of the Service provided the case isn't a single service already delivered. Provider is obliged to fulfil his demand immediately provided there are no severe technical or legislative restrains preventing it, and provided User has fulfilled all financial obligations against Provider.

7.2 Any changes or amendments to the contract or order may be realised by new order submitted through the Provider web site, through the Help Desk or in writing.

7.3. User is entitled to carry out unilateral change to the conditions and to the pricelist. The agreement on change to the pricelist and to the conditions is understood as legally concluded at the moment of the first use of the Service with the changed pricelist and conditions. Change to the conditions must be communicated in writing or through email. Change to the pricelist must be disclosed to User only in the case of price increase and namely not later than in the day of issue of the invoice of the next accounting period. The disclosure of the notification of change to the conditions or to the pricelist on a visible place of the Provider's web site, and simultaneous sending of the notification to the User's email box referred at the contract conclusion is also considered the proper notification. Price reduction may only be notified by disclosing it on Provider's web site.

7.4. User is considered notified on change to the conditions or to the pricelist from the day in which the notification in writing or electronic notification was delivered to User. In disputable cases, when the delivery cannot be proven, the change is understood as delivered from the day in which the notification on the change to the conditions was sent to the last known address of the stay or residence or on the last known email address referred by User in the Service user interface.

7.5. If User doesn't agree with the change to the conditions or to the pricelist, he is entitled to retreat from the contract and namely by delivering the notification of the retreat in writing within 1 month from the day of the notification on the change to the conditions or to the pricelist. The legal effects of the retreat come into force in the day of the delivery of the notification of the retreat in writing.

## **8. Contract life and termination**

8.1. The contract is concluded on infinite time unless the contractual parties agreed expressly otherwise.

8.2. The contract vanishes with:  
a) the expiration of the time for which it has been concluded;  
b) contractual parties agreement in writing;  
c) retreat from the contract;  
d) notice;  
e) dissolution of Provider or of User without leaving legal successor.

8.3. User is entitled to retreat from the contract in the following cases:  
a) change to the contractual conditions according to article 7., as per point 7.5. within time referred therein;  
b) Provider doesn't repeatedly provide the Services according to the contract and to these conditions notwithstanding complaint, or he provides it repeatedly with significant failures; the significant failure is a failure that prevent from using the Service for a period longer than 0,4% of the appropriate accounting period;  
c) Provider doesn't repeatedly rectified claimed Service failure within set time.

8.4. Provider is entitled to retreat from the Service in the following cases:  
a) identification data referred by User in the contract or in the order prove themselves as false; case when User neglect to notify Provider on change to data is not considered the false submission;  
b) User is insolvent; particularly when bankruptcy proceeding proposal was applied against his property, when bankruptcy proceeding proposal was rejected because of lack of property, when User was subjected to receivership under special regulations, or when User is in liquidation;  
c) User violated even a single time some of obligations referred in article 6, section 6.2, letters a) till c), or infringed repeatedly or in severe manner other obligation according to these conditions;  
d) User didn't pay the price even in additionally term stated by Provider.

8.5. Retreat from contract comes into force in the day when the notification in writing on the retreat from the contract by one contractual part is delivered to the other one. This doesn't apply to Provider retreat from contract due to infringement of the article 6, point 6.2, letters a), b) and f) of the conditions, where the validity of retreat isn't conditioned by notification in writing and other provable method of notification (email) is accepted.

8.6. Any of the contractual parties is entitled to withdraw from the contract concluded on infinite time, because of any reason or without referring reason. Withdrawal from the contract can be applied in writing or by email, and must always be delivered to the other contractual party. Such withdrawal term is a 3-month one, and it starts from the first day of the calendar month following the provable delivery of the notice to the other contractual party.

8.7. Contract concluded for finite time vanishes with the expiration of the time for which it has been concluded unless the contractual parties agreed otherwise. Contract concluded on infinite time may not be withdrawn.

8.8. Contract vanishes also with agreement of contractual parties in writing.

8.9. Legal fiction of delivery. The rejection (non-acceptance) of the notice or of the withdrawal by contractual party to which the scriptum has been delivered, or the unsuccessful trial at delivering the notice or the withdrawal on the address referred in the headline of the contract or communicated to the other contractual part in manner specified in these conditions, or failure to pick up the scriptum on the post office within agreed disbursement times are also considered the valid delivery of the notice or of the withdrawal. The acknowledgment of the displaying of the notice on a computer of the other contractual party

(„Return Receipt – Displayed“) is also recognised the received email. In case of doubts about delivery by email, the email sent to the last known email address of the contractual party referred in the contract (order) or in the identification data of the Service administrator interface is considered the proper delivery.

## **9. Price of service and payment conditions**

9.1. Prices for provided Service are charged to User according to the valid pricelist that is inseparable part of the contract and that is disclosed on the Provider web site. Provider may, under conditions stated and disclosed in advance, take decision that part of the Service or the entire Service will be provided free of charge to certain User meeting these conditions during certain period. No User is entitled to obtain the Services free of charge.

9.2. Provider is entitled to change the price amount and pricing rules. Provider is entitled to notify User on every price increase and namely in the sense of the point 7.3. of these conditions in writing, by email or by disclosing on the Provider's web site according to the point 7.4. of these conditions.

9.3. The accounting period is calendar month unless agreed otherwise. Provider is entitled to grant monthly price discount to User provided User will pay the price in advance for a couple of accounting periods or for the entire calendar year.

9.4. Provider is entitled to issue invoice to User involving the appurtenances of tax document and listing individual charged actions (services) in advance for the agreed accounting period (1 month, 1 year).

9.5. The invoice is due after 7 calendar days from its delivery to User unless the contractual parties agreed otherwise.

9.6. User is obliged to make all payments for the Service by cashless transfer on the Provider's account and namely until the due day referred in the invoice unless the contractual parties agreed otherwise. The invoice is considered paid from the day the payment was assigned on the Providers' account otherwise User is in delay.

9.7. Provider has right to charge User with contractual interests from delay with settlement of payments for the Service in an amount of 0,1 % of the price of the Service for each started day of the delay.

9.8. User is entitled to have returned the pro rata part of the Price for time when the Service was unavailable due to Provider infliction, as per the point 6.1., letter b) of these conditions, except of the unavoidable time of the interruption of the Service provision in reasoned cases as per the point 5.3, letters a), h) and i) of these conditions. The claim for returning such pro rata part of the Price must be applied by User to Provider not later than three months from the day of the interruption. If the Service was unavailable also due to even partial infliction on the User side, even by negligence, User is entitled only for a fraction of the Price corresponding to the rate of his infliction. When the Service was unavailable fully due to User infliction, User has no right for the return of any part of the price.

9.9. The part of the price to be returned shall be calculated as the specific part of the month fee multiplied by the sum of the lengths of such periods of service unavailability within the accounting period upward rounded to whole hours. Provider may, instead of returning pro rata part of price, extend the already prepaid period of the Service provision to User and namely by 1 day for every interruption of the Service provision inflicted by Provider or by his sub



suppliers lasting more than 5 minutes provided the interruption lasted more than 0,4% of the entire time of the Service provision during the appropriate accounting period.

9.10. User is obliged to settle all payments for which the invoice was issued notwithstanding the Service were used also by other persons than User. When the Service was illegally used by other persons than User, he is obliged to pay off all payments until the day when Provider restrained the Service provision due to User's notification about the misuse; Provider is obliged to restrain the Service provision after the notification without unreasonable delay.

## 10. Complaint order

10.1. User has right to apply complaint:  
a) on the correctness of the charged amount provided there is reasoned doubt that Provider didn't issue the invoice for the Service in compliance with the contract and with the pricelist;  
b) on the quality of the provided Service.

10.2. User must exercise his right to apply complaint as per the point 10.1 of these conditions within 30-day term from the day when the matter of fact reasoning the complaint has arisen otherwise the right extinguishes.

10.3. Complaint according to the point 10.1. of these conditions must be applied by User as follows:

a) in writing on the Provider's address;  
b) by phone on the phone number of the Help Desk or those of the Provider's sales department;  
or  
c) by email sent to the Help Desk or to the Provider sales department.  
The particular contact data of Provider are disclosed on his web site.

10.4. Complaint applied by User must contain the identification data and the clear description of the subject-matter of the complaint with time specification when the worsening of service quality occurred. With complaint on charged sum correctness, User must refer also the accounting period the complaint relates to.

10.5. Submission of complaint on charged sum correctness has no delaying effect on the payment obligation, i.e. it doesn't relieve User from his obligation to pay the invoice until the invoice due date.

10.6. When a complaint is accepted, Provider shall settle the complained Service price in the next accounting period, eventually in more periods until the entire accepted complained sum is settled, eventually agrees with User upon extension of his prepaid period of the Service provision.

10.7. Provider reserves the right to reject complaint provided the worsened service quality was caused by:  
a) circumstances excluding his liability,  
b) improper or unauthorised User intervention to the settings of the Services, or by other third persons whom User knowingly or unknowingly namely by his negligence facilitated such intervention.

## **11. Collecting data about users, personal data protection**

11.1. User, which is natural person, by signing the contract or sending the order acknowledges that personal data he/she submitted namely the name, surname, address, email address, phone number are accurate and valid, and agrees in the sense of the § 4, section 1, letter i) of the Act No. 428/2002 Coll. on the protection of personal data with the collection, storing and processing of the personal data by Provider and with their use for invoicing purposes, domain registration and other actions connected with the ordered and provided Service. User is fully liable for damages caused by their incorrectness or obsolescence.

11.2. Provider is obliged to neither use nor make available the personal data beyond the scope necessary for providing the Service and keeping it in run.

11.3. Provider isn't entitled to intervene into the contents of User Internet presentation, has no right to monitor or store User emails except of the regular backup action for User.

11.4. Provider is obliged to do all actions for providing the utmost protection of User personal data and for assuring all data, database and email files of User against damage or destruction.

## **12. Dispute settlement**

12.1. The contract is regulated by the legislative order of the Slovak Republic.

12.2. All disputes arisen on the basis of the contract or in connection with it including disputes related to its validity, interpretation or cancellation, shall be preferably resolved by the mutual agreement of the contractual parties.

12.3. In case that the contractual parties fail to agree each other, their mutual disputes shall be resolved before the Central European Court of Arbitration established by the Arbitrators & Advisors, s.r.o. company having the seat in Bratislava (hereinafter referred only as „SEAS“).

12.4. The contractual parties agreed upon that all disputes arisen from juridical relationships resulting from the contract or from other contractual documents arisen in connection with or related to the contract including all collateral juridical relationships, claims on surrender of unjustified enrichment, claims on damage redress, disputes related to the validity, interpretation, cancellation of the contract or this arbitration clause shall exclusive only be submitted to the permanent SEAS court for resolving according to the provisions of its standing order and bylaws. The arbitration proceeding shall be held in the Slovak language. The contractual parties are obliged to accept the SEAS decision. Its decision shall be the final one for both parties, obligatory and enforceable, and shall be issued in the Slovak language. Further, the contractual parties agreed upon that

- a) they exclude presentation according to the § 40, section 1, letter h) of the Act No. 244/2002 Coll. on arbitration (grounds for retrial),
- b) the particular one arbiter shall be designated by the chairman of SEAS according to the standing order of SEAS,
- c) if the matter is commercial-law dispute SEAS may decide also according to the rules of justice.

## **13. Responsibility of contractual parties**

13.1. The subject-matter of the Provider's Services doesn't involve check of User web sites. Provider bears no liability for the content of the web sites, which User has created and made available for public on the basis of the Service provision by Provider according to these conditions. User bears no liability for Provider's activity provided the activity wasn't carried out on the demand, order or in the interest of User. Such demand or order may be submitted in writing, electronically through the administrator's interface of the Service, email, phone or by other similar provable manner.

13.2. Each of the contractual parties is liable only for actual damage on substantial property provable arisen to one contractual party due to infliction of the other one, where User is liable also for actual damage on Provider's substantial property caused by third person, which User made it possible to do the damage; the liability is regulated by the provisions of the Commercial Code and of the Civil Code.

13.3. Eventual arisen damage that is on Provider's account he may settle eventually diminish by providing the Service in an amount that equals the sum of the damage value.

13.4. Provider bears no liability for damage or lost profit arisen to User or third persons due to interrupting the Service provision in compliance with the contract, order or the conditions.

13.5. Provider bears no liability for damage caused to User by third person that violently or by utilising mistakes in User's application or settings intruded in the User's www site and caused damage or copied, modified or erased User's stored data. Provider bears also no liability for damage caused by third person, which without Provider's infliction gain access to the computer system, other information carrier or its part, and by the entry, transmission, damage, erase, impairment, modification or suppression of computer data prevent the computer system from its functionality or creates non-authentic data with the intention to have them considered the authentic ones or to have them used in juridical deeds as the authentic ones, even in the case that such action doesn't ground criminal act according to the Criminal Code.

13.6. Contractual party is liable to redress proven damage within 30 calendar days from its proof and namely by cashless transfer on the account of the other contractual party provided the contractual parties agree otherwise.

## **14. Communication between contractual parties**

14.1. The communication shall be carried out preferably in electronic manner (orders, demands for changes, payment acknowledgement, activation information, advance invoice submission etc.).

14.2. Notifications related to matters of fact, which will be used by one of the contractual parts for applying any legal claims, must be carried out in the manner set in these conditions, and provable notified or delivered to the other contractual part in writing. Common information notification may be notified also verbally or by phone to the counter party. The configuration interface is always accessible through the Provider's www site.

14.3. Provider bears no liability for interruptions of Service provision or other risks, which result from incorrect or obsolete entered data (e.g. impossibility to deliver advance invoice

to incorrect set contact email address eventually to non-existing email address). The contact email address must be function capable and regularly checked by User.

14.4. At making payment, Provider is obliged to specify the correct variable payment symbol. Otherwise Provider may fail to fulfil the payment as such payment identification is impossible. Provider returns unidentified payments on the account of the consigner provided his counter account is available. When the condition of the invoice in the Service administrator interface doesn't change to "PAID" within 14 days from the payment, User must inform Provider on the payment and submit information leading to the successful identification of the payment (date of payment, account number, consigner's bank).

## **15. Common provisions**

15.1. The rights and obligations of User and Provider are regulated by the contract (order), these conditions and by the pricelist.

15.2. The contract becomes valid and effective from the day in which both contractual parties signed it unless the contract states otherwise. Order becomes valid and effective by Provider's acknowledgement and by the User's payment of the advance invoice for the Service. The payment is understood as the receipt of the payment on the Provider's account.

15.3. Separability. The invalidity of any of the provisions of the contract or of these conditions doesn't affect the validity of any other provision of the contract or of these conditions provided such provision is separable. The contractual parties are obliged to replace invalid provision if necessary without unreasonable delay with such provision, which with its contents and purpose matches the most the purpose of the invalid provision.

15.4. Contract completeness. The contract represents the complete agreement between both the contractual parts in the sense of the subject-matter of the contract, and replaces all previous agreements, promises, notifications, statements or warrants, in verbal or in writing, which relate to the same Service, unless the contractual parties agreed otherwise in writing.

15.5. The relationship between the contract and the conditions. In the case that contractual arrangements between the contractual parties, which are mentioned in the contract (order), are in contrast with the provisions of the conditions, than the provisions of the contract prevail.

## **16. Final provisions**

16.1. All rights and obligations of the contractual parties, which are not regulated in these conditions, are regulated by the appropriate provisions of the Commercial Code, by the appropriate provisions of the Civil Code, and by other generally obligatory legislative regulations of the Slovak Republic.

16.2. The contract and these conditions are elaborated and concluded in the Slovak language. In the case that also their versions exist also in foreign language, this Slovak wording is the decisive one.

16.3. Natural person, which signed the contract for User that is a juristic person, is personally liable for all legal consequences and caused damage unless that natural person have been empowered to act on behalf of User or unless the Commercial Code states otherwise.

16.4. These General conditions become valid and effective from 05.08.2011.