

GENERAL TERMS AND CONDITIONS

pursuant to Sections 269(2) and 273 of Act No. 513/1991 Coll., the Commercial Code, as amended, in conjunction with the provisions of Act No. 185/2015 Coll., the Copyright Act, as amended

These General Terms and Conditions regulate the contractual relationships between the Provider and the Customer, where the Customer is an entrepreneur, in particular an e-shop operator, ordering the Provider's Services. These General Terms and Conditions do not apply to consumers.

1. DEFINITIONS

1.1. Unless these GTC provide otherwise, terms beginning with a capital letter shall have the following meanings for the purposes of these GTC:

- 1.1.1. **"API"** means the Provider's application programming interface intended to connect the Provider's systems with the systems of the Customer or third parties.
- 1.1.2. **"Copyright Act"** means Act No. 185/2015 Coll., the Copyright Act, as amended.
- 1.1.3. **"Price List"** means the Provider's current price list, if published or individually notified to the Customer and if the price is not agreed directly in the Order.
- 1.1.4. **"Man Day (MD)"** consists of eight (8) consulting hours of work of one employee or contractor of the Provider, performed during Operating Hours.
- 1.1.5. **"Dashboard"** means the Provider's administration interface made available to the Customer for managing the Services, Reviews, Q&A Content, user permissions, settings, reports and related functionalities.
- 1.1.6. **"Confidential Information"** means all information of a commercial, technical, operational, security, financial, organisational or other nature relating to the Provider, the Customer, their customers, suppliers, contractual partners, systems, software, prices, know-how, documentation, configurations, integrations, databases, business plans and other data that are not publicly available; Confidential Information does not include information that the Provider publishes by virtue of providing the Services and for the purposes of providing the Services.
- 1.1.7. **"GDPR"** means 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.
- 1.1.8. **"Customer"** means an entrepreneur, in particular an e-shop operator, ordering the Provider's Services.
- 1.1.9. **"Order"** means a written or electronic proposal by the Customer for the provision of Services, containing in particular the identification of the Customer, the scope of requested Services, the price or the method of determining it, the term, the selected Service package, if any, the scope of integration, contact persons and other performance conditions.
- 1.1.10. **"Customer Content"** means all data, texts, reviews, questions, answers, images, designations, business names, trademarks, logos, feeds, product data, exports, imports, configurations, documents and other materials or outputs that the Customer or its customers insert, send, make available or use in connection with the Services.
- 1.1.11. **"Fee"** means the price agreed in the confirmed Order, in the Price List or in another separate pricing agreement, which the Customer is obliged to pay to the Provider for the Services provided.
- 1.1.12. **"Platform"** means the software platform, Dashboard, Widget, API, administration interface, integration solution and other technical means operated or made available by the Provider for the purposes of providing the Services.

- 1.1.13. **"Provider"** means Rewora s. r. o., with its registered office at Presovska 40A, 821 02 Bratislava - Ruzinov municipal district, Slovak Republic, Company ID No.: 50 647 652, registered in the Commercial Register of the Municipal Court Bratislava III, Section: Sro, File No.: 116449/B, contact details available on the Provider's website; website: <https://rewora.com/sk/>.
- 1.1.14. **"Business Day"** means any day of the year other than Saturdays, Sundays and statutory public holidays or days of rest in the Slovak Republic.
- 1.1.15. **"Operating Hours"** means the period during which the Provider provides support services for resolving problems in Support Service category C (other) = every Tuesday in the relevant month that is a Business Day, from 9:00 to 17:00 Central European Time. If a month has more than four Tuesdays that are Business Days, the Provider is entitled to unilaterally determine the four Tuesdays on which it will provide support services for category C (other) problems.
- 1.1.16. **"Q&A Content"** means questions from the Customer's customers, the Customer's answers and related text or data outputs processed or displayed through the Platform.
- 1.1.17. **"Review"** means an assessment, comment, rating, text, data item or other output relating to a product, service or purchasing experience of the Customer's customer, which is obtained, stored, displayed, moderated, published or otherwise processed through the Platform.
- 1.1.18. **"Services"** means, in particular, the services of providing the Rewora platform for the collection, receipt, storage, processing, moderation, management and publication of product Reviews, store reviews and Q&A Content on the Customer's websites, including invitations to review products and services, the Dashboard, Widgets, integrations, data import and export, reporting, analytical, translation, support and consulting services, and any other ordered services agreed in the Order.
- 1.1.19. **"Support Service" or "SS"** means technical and operational support provided by the Provider to the extent agreed in the Agreement, Order, GTC or Price List.
- 1.1.20. **"GTC"** means these general terms and conditions of the Provider.
- 1.1.21. **"Widget"** means a technical element, script, iframe, API output, module or other solution of the Provider intended for the collection, display or management of Reviews, Q&A Content and related outputs on the Customer's websites.
- 1.1.22. **"End Customer"** means a natural or legal person who has purchased from the Customer or otherwise came into contact with its products or services and who leaves a Review or asks a question through the Platform or through the Customer's websites using the Platform.
- 1.1.23. **"Agreement"** means the contractual relationship between the Provider and the Customer arising upon confirmation of the Order by the Provider or by another demonstrable method of acceptance by the Provider; these GTC, the confirmed Order, the Price List and any Processing Agreement form an integral part of the Agreement.
- 1.1.24. **"Processing Agreement"** means a separate agreement concluded between the Parties pursuant to Article 28 GDPR and, where applicable, pursuant to Section 34 of Act No. 18/2018 Coll. on Personal Data Protection.
- 1.1.25. **"Electronic Commerce Act"** means Act No. 22/2004 Coll. on electronic commerce and on amendment and supplementation of Act No. 128/2002 Coll. on state control of the internal market in matters of consumer protection and on amendment and supplementation of certain acts, as amended by Act No. 284/2002 Coll.
- 1.1.26. **"Personal Data Protection Act"** means Act No. 18/2018 Coll. on Personal Data Protection, as amended.

1.2. Terms used in these GTC in the singular include the plural and vice versa.

1.3. Headings and titles of individual articles of these GTC are for orientation only and do not affect the interpretation of these GTC.

2. PREAMBLE AND NATURE OF THE SERVICE

- 2.1. The Provider provides legal entities and natural persons - entrepreneurs with the Rewora technical platform for the collection, receipt, storage, processing, moderation and publication of Reviews and Q&A Content.
- 2.2. The basic Service is the provision of the Rewora platform through which an End Customer of the Customer leaves a Review or asks a question. The Provider technically receives and processes such content according to the Platform settings, and the Reviews or Q&A Content are subsequently displayed on the Customer's websites.
- 2.3. From the perspective of the user interface and externally towards the End Customer, the interaction generally takes place on the Customer's website, in the Customer's environment or through the Customer's communication channels; Rewora mainly provides technical, integration, database, analytical, moderation and display functions.
- 2.4. These GTC regulate exclusively the relationship between business entities, namely the Provider as a legal entity and the Customer as a legal entity or natural person - entrepreneur. If a particular legal regime is triggered because the outputs from the Services are intended for or accessible to consumers, compliance with obligations towards consumers rests exclusively with the Customer, unless a mandatory legal regulation or separate agreement provides otherwise.
- 2.5. The Provider does not act as a seller/provider/trader towards the Customer's End Customers and is not responsible for products, services, delivery, complaint handling processes or any other obligations of the Customer towards its customers.

3. CONCLUSION OF THE AGREEMENT AND ORDER OF PRECEDENCE

- 3.1. The Customer shall send the Order to the Provider in written or electronic form; in electronic form, the Customer may send the Order to the Provider's e-mail address or through the portal on the Provider's website.
- 3.2. The Agreement is concluded at the moment when the Provider expressly confirms the Order, whether in writing or electronically. For the avoidance of doubt, the Customer acknowledges that confirmation of receipt of an Order is not confirmation of the Order; confirmation of the Order must be made expressly. Mere delivery of an Order to the Provider does not constitute acceptance of the Order or formation of the Agreement. The Customer acknowledges and agrees that there is no legal entitlement to confirmation of an Order by the Provider and, if the Provider does not confirm the Order, the Agreement is not formed.
- 3.3. The Provider is entitled to reject the Order, either in whole or in part, or propose a change to it, in particular if the requested performance is not technically, capacity-wise, security-wise or legally suitable, or if the Customer has not provided the necessary cooperation or truthful data.
- 3.4. These GTC form an integral part of every Agreement. The Customer confirms that it has become familiar with them before conclusion of the Agreement and agrees with them.
- 3.5. In the event of a conflict between individual documents, the following order of precedence shall apply:
 - 3.5.1. individual arrangements set out in the Order confirmed by the Provider, then
 - 3.5.2. the Processing Agreement, then
 - 3.5.3. a separate SLA, if concluded, then
 - 3.5.4. these GTC, then
 - 3.5.5. the Price List.
- 3.6. The Customer's business terms, purchase terms or other unilateral documents shall not apply, even if the Customer refers to them in the Order or another document, unless the Provider expressly accepts them in writing.
- 3.7. This English version is provided solely as a translation of the Slovak version of these General Terms and Conditions. The Slovak version is the original, binding and authoritative version. In the event of any discrepancy, inconsistency, ambiguity or interpretation issue arising from or in connection with this English translation, only the Slovak version shall be decisive and legally binding.

4. SUBJECT MATTER AND SCOPE OF SERVICES

- 4.1. The Provider undertakes to provide the Services to the Customer to the extent agreed in the Order.
- 4.2. The Services include in particular:
 - 4.2.1. making the Dashboard and user accounts available;
 - 4.2.2. implementation of the Widget, Script, plugin or API;
 - 4.2.3. receipt and processing of Reviews and Q&A Content;
 - 4.2.4. moderation and management of content according to these GTC and the Platform settings;
 - 4.2.5. displaying outputs on the Customer's websites;
 - 4.2.6. basic reports, statistics and exports;
 - 4.2.7. technical support, if agreed;
 - 4.2.8. other Services agreed in the Order.
- 4.3. The Provider provides the Services within the scope of its technical and operational capabilities. Unless expressly agreed otherwise, the Provider does not provide custom development, migration of historical data, integration with every third party, individual legal review of particular Reviews or Q&A Content, nor does it assume the obligations of the Customer's call centre, complaints department or customer support.
- 4.4. The Provider is entitled to use third parties, subcontractors, cloud and infrastructure services, integration partners and other specialist suppliers in providing the Services; the Provider is liable for their performance to the same extent as if it performed itself, unless a mandatory legal regulation provides otherwise.
- 4.5. The Provider is entitled to change the technical parameters of the Platform, the user interface, the Dashboard structure, the method of integration and the functionalities, provided that this does not materially reduce the agreed scope of the Services.

5. IMPLEMENTATION AND TECHNICAL REQUIREMENTS

- 5.1. Provision of the Services may be conditional upon implementation of the Widget, Script, plugin, API or another integration solution on the Customer's websites, in its systems or in its communication flows.
- 5.2. The Customer is obliged to provide the Provider with all necessary cooperation, in particular accesses, technical documentation, keys, test accounts, files, order data, product data, designations and other materials necessary for implementation and proper provision of the Services.
- 5.3. If the Customer fails to provide proper and timely cooperation, the Provider is not in delay and performance periods shall be extended accordingly by the duration of the obstacle and by the period necessary to resume performance.
- 5.4. The Provider is entitled to require reasonable testing and approval of the implementation before production deployment. If the Customer starts using the Platform or any part thereof in production operation or permits the Widget to be displayed on its websites, the implementation shall be deemed accepted without reservations unless the Customer immediately and demonstrably objects to a defect preventing proper use of the agreed functionality.
- 5.5. The Customer is responsible for the compatibility of its own systems, templates, plug-ins, marketplace solutions, CDN, cache layers and other technical components with the Provider's implementation, unless the Provider expressly and in writing assumes responsibility for a specific integration.
- 5.6. The Customer is entitled to use the Services only in relation to an e-shop or web domain that it demonstrably operates and for which it is responsible and which was the subject of the ordered Services.
- 5.7. The Customer represents that its e-shop pages duly and truthfully state the identification and contact details required by legal regulations (in particular business name/name, registered

office, company ID number, contact e-mail and telephone) and that it will keep such details up to date during the term of the Agreement.

- 5.8. The Provider is entitled to refuse the establishment or activation of the Services for an e-shop that does not meet the requirements under Sections 5.6 and 5.7 or in respect of which the Provider has a reasonable suspicion that use of the Services would lead to a breach of legal regulations or rights of third parties.

6. SPECIFIC RULES FOR REVIEWS

- 6.1. Reviews may be obtained in particular through forms, Widgets, API, direct entry on the Customer's website, through the Dashboard or by another agreed technical method.
- 6.2. If the Service includes a mechanism for sending post-purchase review invitations, the Customer is obliged to ensure that the Provider receives data only on actually completed or relevant orders to the extent necessary to send the invitation and that invitations are not sent selectively only to selected customers with the aim of distorting the resulting rating.
- 6.3. The Customer is not entitled to interfere in any way with the objectivity or truthfulness of Reviews, in particular by:
- 6.3.1. influencing the selection of customers to be contacted, if the Service includes collection of ratings after a completed purchase;
 - 6.3.2. creating or entering false Reviews;
 - 6.3.3. encouraging customers exclusively to provide positive ratings;
 - 6.3.4. making a discount, benefit or other performance conditional upon a positive rating without clear and lawful disclosure;
 - 6.3.5. removing or hiding negative Reviews without a legitimate reason under these GTC or legal regulations.
- 6.4. The Customer is not entitled to penalise a customer in any way for leaving a negative Review, in particular by refusing further sales, worsening terms or other retaliatory measures, unless expressly permitted by a legal regulation and such conduct is not related to the negative Review itself.
- 6.5. The Provider is entitled, at its own discretion and according to the Platform rules, to classify a Review as verified, unverified, pending, rejected, removed or otherwise classified.
- 6.6. If the Customer, in its presentation towards consumers, states or displays information that Reviews come from customers who actually used or purchased the product or service, the Customer is obliged to ensure that such information is truthful and that it has implemented reasonable verification mechanisms. The Provider is liable only for those verification mechanisms that it expressly states are part of its Service and that are properly implemented and used in accordance with the documentation.
- 6.7. The Provider is not responsible for the Customer's commercial claims by which the Customer incorrectly or misleadingly presents the method of collecting, verifying or publishing Reviews.
- 6.8. The Customer is fully responsible for informing its End Customers that the Provider obtains and processes their data for the purposes of providing the Services.
- 6.9. If the Service includes sending post-purchase review invitations, the Customer is obliged to implement in its order process the technical element designated by the Provider (e.g. Script, API call or other integration method) so that the Provider receives the data necessary to send the invitation immediately after creation of the order or at another agreed moment.
- 6.10. For the purposes of Section 6.9, the Customer transfers to the Provider only data to the extent necessary to send the invitation and correctly assign the Review to the order or product (in particular e-mail, order identifier, order date and identifiers of purchased products), unless the Parties agree otherwise.
- 6.11. The Customer hereby authorises the Provider to send review invitations to End Customers in the Customer's name or as a technical intermediary of communication, in the manner and timing according to the Platform settings and documentation.

- 6.12. For the avoidance of doubt, the Provider is entitled to modify the template, subject and technical parameters of invitations to ensure deliverability, security and compliance with technical standards, while the content of the invitation must remain substantively focused on obtaining feedback (Reviews).
- 6.13. The Customer is obliged to set up its processes so that the End Customer has a reasonable opportunity to refuse receiving review invitations, if required by a legal regulation or if necessary in view of the selected legal basis for processing.
- 6.14. The Customer is not entitled to provide the Provider, for the purpose of sending an invitation, with an e-mail contact of an End Customer who has demonstrably refused such communication with the Customer or has objected to it, if such possibility applies to the case.
- 6.15. The Provider is entitled to maintain a list of e-mail addresses that have refused further sending of invitations (unsubscribe list), and the Customer acknowledges that invitations cannot be sent to such addresses.
- 6.16. Even if the technical and process conditions on the Customer's side are met, the Provider is not obliged to send a review invitation to every End Customer or publish every Review, in particular for reasons of quality protection, security, prevention of abuse, compliance with legal regulations, internal Platform rules or protection of rights of third parties.
- 6.17. The Customer undertakes not to publish, enter or procure Reviews relating to its own e-shop, related persons or competitors through its employees, suppliers, agencies or other third parties, and not to procure the purchase or generation of fraudulent ratings.
- 6.18. If the Platform enables the Customer to respond to a Review, the Customer is entitled to publish a response to the relevant Review, while the Customer is responsible for the content of the response.
- 6.19. A response must not contain personal data of the End Customer or third parties beyond what the End Customer itself has already published in the Review, and must not create the impression that it is a statement of the Provider.
- 6.20. The Provider is entitled to reasonably moderate or not publish a response if it conflicts with these GTC, a legal regulation or the Platform rules.
- 6.21. If the Provider evaluates a Review or the collection of Reviews as suspicious (e.g. repeated patterns, obvious fraudulent rating, conflict of interest, mass ratings), it is entitled to request reasonable materials from the Customer to verify authenticity (e.g. proof of existence of an order, timing context, logs, anonymised documents); however, the Customer is in all cases responsible for the authenticity of the Reviews provided.
- 6.22. The Customer is obliged to provide the requested cooperation within a reasonable period determined by the Provider; if the Customer fails to provide cooperation, the Provider is entitled not to publish the Reviews, to mark them as unverified, temporarily hide them or remove them.
- 6.23. The Provider is entitled to refuse publication of a Review also where its origin cannot be reasonably verified or where there is reasonable suspicion that it is a fraudulent rating.

7. SPECIFIC RULES FOR Q&A

- 7.1. The Platform may enable an End Customer to ask a question concerning a product, service, delivery or another aspect of the Customer's offer and enable the Customer to answer such question through the Platform.
- 7.2. The Provider provides only the technical environment for submitting, managing, moderating and displaying Q&A Content, unless expressly agreed otherwise.
- 7.3. The Customer is responsible for the content of questions and, in particular, for the content of answers, their factual correctness, timeliness, completeness, legality and compliance with third-party rights, if it created, approved, authorised or allowed them to be published.
- 7.4. The Customer is obliged to ensure that answers within Q&A do not contain misleading, unfair-competition, discriminatory, unlawful, offensive or otherwise inappropriate claims and that they do not infringe intellectual property rights, personality rights, consumer protection or advertising regulations.

- 7.5. The Provider is entitled not to display, to hide or to remove a question or answer if it conflicts with these GTC, the technical or content rules of the Platform or a legal regulation.
- 7.6. The Provider is not obliged to moderate any discussion or any content published within Q&A. The Customer is obliged to ensure that all conditions under the Electronic Commerce Act are met; the Customer is the provider of information society services, since the Provider provides only a platform for mutual communication between the Customer and the Customer's End Customer.

8. RIGHTS AND OBLIGATIONS OF THE CUSTOMER

- 8.1. The Customer is obliged to provide the Provider with truthful, complete, accurate and up-to-date data and to notify any change thereof without undue delay.
- 8.2. The Customer is fully responsible for Customer Content and for ensuring that its insertion, use, processing and publication through the Services comply with legal regulations, good morals and third-party rights.
- 8.3. The Customer is obliged to have all necessary rights, consents, authorisations, legal titles and internal approvals required for the proper provision of the Services by the Provider in respect of all Customer Content. If consent of an End Customer or another third party is required for the use and processing of Customer Content, the Customer is obliged to procure such consent.
- 8.4. The Customer is obliged to properly set up its documents and processes towards End Customers, in particular information obligations, personal data processing policies, rules for publishing Reviews and internal processes for handling complaints and claims, to the extent such processes apply.
- 8.5. The Customer is obliged to use the Platform only in a manner corresponding to the Agreement, the Provider's documentation and the purpose for which it was made available.
- 8.6. The Customer must not:
 - 8.6.1. circumvent technical or security measures of the Platform;
 - 8.6.2. reverse engineer, decompile or otherwise unlawfully interfere with the Provider's software;
 - 8.6.3. use the Platform in a manner endangering its security, stability or availability;
 - 8.6.4. use the Platform to send spam, malicious code or for other abuse;
 - 8.6.5. use the results of the Services in a manner misleading towards consumers or business partners.
- 8.7. The Customer is obliged to designate at least one contact person authorised to communicate with the Provider to the extent necessary for performance of the Agreement.
- 8.8. The Customer is obliged to inform the Provider without undue delay of any third-party claim, complaint, request of a public authority, security incident, personal data breach or other case that may affect the provision of the Services or the Provider's reputation and good name.
- 8.9. Access to the Dashboard is linked to login data (in particular e-mail/user name) and authentication means (password, possibly 2FA) made available by the Provider to the Customer.
- 8.10. The Customer is responsible for protecting login data, setting an appropriate level of user permissions, and for every use of the Dashboard by persons to whom it enabled access or whose access resulted from insufficient security on the Customer's side.
- 8.11. The Customer is obliged to change compromised login data immediately and inform the Provider if there is reasonable suspicion of account abuse or unauthorised access.

9. RIGHTS AND OBLIGATIONS OF THE PROVIDER

- 9.1. The Provider undertakes to provide the Services professionally, properly and to the extent agreed in the Agreement.
- 9.2. The Provider is entitled to request from the Customer all cooperation necessary for proper provision of the Services.

- 9.3. The Provider is entitled to refuse, not display, postpone publication of, hide, moderate, remove or block Customer Content or any part thereof if it has reasonable suspicion that such content is unlawful, manifestly untrue, offensive, fraudulent, infringes third-party rights, conflicts with these GTC or endangers the Provider, the Customer, End Customers or a third party.
- 9.4. The Provider is not obliged to carry out general active monitoring of all Customer Content and all Reviews or questions, unless such obligation is imposed by a legal regulation or an individual agreement of the Parties.
- 9.5. The Provider is entitled to retain technical logs, audit records, system records, security and operational information to the extent necessary for proper provision of the Services, protection of its rights and fulfilment of statutory obligations.
- 9.6. The Provider is entitled to introduce reasonable limits on the number of requests, number of views, transfer size, number of user accounts, number of domains, number of projects or other technical limits if they arise from the agreed Service package, the Price List or an objective need to protect the Platform.

10. SERVICE AVAILABILITY, MAINTENANCE AND SUPPORT

- 10.1. Unless expressly agreed between the Customer and the Provider, the Provider does not provide guaranteed service availability, guaranteed response time, guaranteed incident resolution time or other service levels, unless these GTC provide otherwise.
- 10.2. The Provider is entitled to perform planned maintenance, updates, repairs, infrastructure changes, security interventions and other technical operations necessary for proper functioning of the Platform. Where reasonably possible, the Provider shall inform the Customer of planned maintenance in advance.
- 10.3. The Provider is not liable for outages, delays or reduced quality of the Services caused by internet connectivity, hosting, DNS, CDN, cloud service, third-party service, intervention by the Customer, changes on the side of browsers, operating systems, purchasing systems, marketplace solutions or another circumstance beyond the Provider's reasonable control.
- 10.4. The Customer is obliged to report defects, incidents and support requests in the manner designated by the Provider. The Provider is entitled to require that the report contain at least a description of the problem, time of occurrence, affected URL, screenshot, log or other reasonable documentation.
- 10.5. The Provider is not liable for non-functionality or reduced functionality of the Platform caused by the Customer using an unsupported version of its system, unauthorised intervention in code, an incompatible plugin or failure to follow the Provider's documentation.
- 10.6. The Provider undertakes, under the conditions set out in these GTC, to provide Support Services for SS to the Customer properly and on time.
- 10.7. Support Services include, within the flat-rate price, in particular:
 - 10.7.1. prophylaxis and reporting (changes concerning SS, expected updates, etc.);
 - 10.7.2. incident collection using the Provider's system;
 - 10.7.3. resolution of incidents under the conditions set out in these GTC.
- 10.8. At the Customer's request, the Provider shall provide Support Services consisting of removal of no more than two (2) problems of levels A (critical) and B (serious) in a given month. At the Customer's request, the Provider shall provide Support Services in the scope of a maximum of 2 MD for each month for resolving level C (other) problems. Unused Support Services under this section do not accumulate, i.e. if they are not used in the relevant month, they are deemed used and do not transfer to the following month. The Provider shall provide Support Services beyond the scope of this section only on the basis of a separate agreement with the Customer.
- 10.9. The Provider undertakes to resolve level A and B problems based on the Customer's requests during Business Days from 9:00 to 17:00 Central European Time, subject to the limit under Section 10.8.

- 10.10. The Provider undertakes to resolve level C problems based on the Customer's requests during Operating Hours. The Customer is entitled to submit requests at any time through the Provider's system; such requests accumulate and are resolved during Operating Hours.
- 10.11. Problems are divided into the following categories:
 - 10.11.1. Level A (critical defect) - problems preventing use of the Services or a substantial part thereof, i.e. causing the Platform to "freeze" or "crash" during normal use;
 - 10.11.2. Level B (serious defect) - problems restricting use of a part of the Platform or Services;
 - 10.11.3. Level C (ordinary user defects - other) - problems that complicate use of the Services but do not negatively affect use of the Services or the Platform.
- 10.12. The Customer categorises problems when reporting them. If the Customer does not categorise a problem, the Provider decides into which category it will be assigned.
- 10.13. After a problem is reported, the Provider undertakes to begin work on removing the problem and to remove the problem according to the following table:
 - 10.13.1. Level A (critical): Response time 6 hours; resolution time without undue delay.
 - 10.13.2. Level B (serious): Response time 6 hours; resolution time 5 days.
 - 10.13.3. Level C (other): Response time during Operating Hours; resolution time on agreed dates.
- 10.14. The periods under Section 10.13 run from proper reporting of the problem through the Provider's system, provided the report is made on Business Days from 09:00 to 17:00. If the Customer reports a problem outside this time, the periods start running from 9:00 on the following Business Day.
- 10.15. At the Provider's request, the Customer is obliged to provide full cooperation and all requested materials and accesses requested by the Provider (e.g. log files or other data files and information).
- 10.16. If the deadline for completing removal of a category A or B problem falls outside Business Days, the deadline automatically shifts to the next following Business Day, unless the Customer and Provider agree otherwise.
- 10.17. If the deadline for completing removal of a category C problem falls outside Operating Hours, the deadline automatically shifts to the next following start of Operating Hours, unless the Customer and Provider agree otherwise.
- 10.18. The Provider resolves reported defects and comments according to priorities agreed between the Customer and the Provider and according to the reaction speed under these GTC; if defects of different categories accumulate, the resolution procedure shall be determined by agreement. The Provider is not liable for delayed provision or non-provision of a solution if caused by circumstances excluding liability or by failure of the Customer to provide cooperation.

11. FEE AND PAYMENT TERMS

- 11.1. The Customer is obliged to pay the Provider the Fee for the Services provided, i.e. the price agreed in the confirmed Order, in the Price List or in another separate pricing agreement. In the event of a conflict between the published or notified Price List and the price for the Services agreed in the Order, the price for the Services agreed in the Order shall prevail.
- 11.2. The price may be agreed in particular as a one-off implementation fee, a regular monthly or annual flat fee, a fee according to the number of orders, number of invitations sent, number of Reviews processed, number of Widget views, number of domains or another measurable parameter.
- 11.3. Unless expressly stated otherwise, all prices are stated excluding VAT and excluding bank, transaction or similar fees.
- 11.4. The Provider is entitled to issue invoices electronically and deliver them to the e-mail address notified by the Customer in the Order, or by another suitable method.
- 11.5. The Customer is also entitled to use self-registration on the Provider's Platform to order the Services. If the Customer uses self-registration on the Platform and activates the Services in

the form of a subscription through the payment mechanism integrated in the Platform (e.g. payment gateway/payment provider), the Parties agree that: (i) the order and conclusion of the Agreement take place by the Customer confirming the ordered Services (subscription) on the Platform and paying the price for the Services, and therefore the Agreement is concluded at the moment of placing the Order and paying the price for the Services; (ii) payment of the price takes place automatically according to the selected subscription, periodically (e.g. monthly/annually), by authorised payment from the Customer's payment instrument or in another similar manner according to the terms of the payment mechanism; (iii) proper payment of the price is deemed to be crediting the payment in favour of the Provider; and (iv) the Provider is entitled to make the tax document (invoice/accounting document) available to the Customer in electronic form within the Platform and/or deliver it electronically to the Customer's e-mail; Section 11.4 is not affected. The Parties agree that Section 3.2 does not apply to an Agreement concluded in this way. The Parties agree that, for an Agreement concluded in this way, the Provider is entitled to withdraw from the Agreement within 5 calendar days from the date of sending the Order through the Platform, even without giving a reason, either in writing to the Customer's registered office address, electronically in writing to the Customer's e-mail address stated when creating the Order, or in writing through the Platform if the Customer has an account created on the Platform. In such case, the Agreement terminates from the beginning, at the moment the withdrawal is delivered to the Customer. The Parties are obliged to return to each other the performances provided. For the avoidance of all doubt, the Parties acknowledge that if any monthly subscription payment is not paid within the period specified when creating the Order, the Provider is not obliged to provide the Customer with any Services.

- 11.6. Invoices are due within fourteen (14) calendar days from their delivery to the Customer, unless otherwise agreed between the Provider and the Customer.
- 11.7. The Customer is obliged to pay the invoice in full and without unilateral reduction, set-off, retention or deduction, unless a mandatory legal regulation provides otherwise or the Provider has agreed to such procedure in advance in writing.
- 11.8. If an invoice does not contain statutory particulars or contains incorrect data, the Customer is entitled to object to such defects without undue delay, no later than within three (3) Business Days from delivery of the invoice; this does not affect the obligation to pay the undisputed part of the invoiced amount.
- 11.9. In the event of the Customer's delay in paying a due receivable of the Provider, the Provider is entitled to charge default interest of 0.05% of the owed amount for each commenced day of delay.
- 11.10. If the Customer is in delay with payment of any due receivable of the Provider for more than 15 days, the Provider is entitled to limit or interrupt provision of the Services until all due obligations of the Customer are fully paid.
- 11.11. The Provider is entitled to unilaterally and reasonably adjust the Price List, in particular due to inflation, increased infrastructure costs, expansion of functions or changes in third-party costs; for already concluded Agreements for an indefinite term, such change shall apply no earlier than 60 days after notification to the Customer.
- 11.12. For the avoidance of any doubt and mutual disputes, the Customer and the Provider agree that if a dispute or doubt arises between them as to the maturity period of the Fee or any other monetary payments set out in the Agreement belonging to the Customer or Provider, or if the relevant maturity period is not set in the Agreement for such monetary payment, such other monetary payments belonging to the Customer or Provider are always due within fourteen (14) calendar days from delivery of an invoice by the Provider or the Customer (the party requesting payment of the relevant monetary performance). The Customer and Provider agree that all invoices issued under and/or in connection with the Agreement may also be issued and sent electronically to the e-mail address notified to the other party when creating or confirming the Order; an e-mail address is deemed notified also if the Customer or Provider used that e-mail address when creating or confirming the Order.

12. DEFECTS OF SERVICES

- 12.1. The Customer is obliged to check the functionality of the Services without undue delay after they are made available or after a change made by the Provider under the Agreement.
- 12.2. The Customer is obliged to report a defect in a Service without undue delay after it discovered it or could have discovered it with professional care, but no later than within 5 Business Days from its discovery, where the defect is detectable during ordinary operation.
- 12.3. A defect report must contain at least identification of the Customer, description of the defect, time of occurrence, impact of the defect on operation, affected URL or functionality and reasonable evidence or materials enabling the defect to be reproduced or analysed.
- 12.4. The Provider shall remove the defect within a reasonable period according to its nature, severity and the Provider's operational capabilities.
- 12.5. A Service defect does not include a condition caused by improper use of the Platform, intervention by the Customer or a third party, outage of a third party, incompatibility, incorrect input data, incomplete cooperation, test operation or a circumstance beyond the Provider's reasonable control.
- 12.6. If it is proven that the reported defect was not a defect on the Provider's side, the Provider is entitled to charge the Customer for the time and costs reasonably incurred in diagnostics according to the current Price List or an individually agreed hourly rate.

13. INTELLECTUAL PROPERTY AND LICENCE

- 13.1. All intellectual property rights to the Platform, Widget, API, Dashboard, software, databases, source codes, documentation, analytical models, design, know-how and other outputs of the Provider belong and remain with the Provider and/or its licensing partners and do not transfer to the Customer.
- 13.2. By conclusion of the Agreement, no ownership right or exclusive licence to the Platform or other Provider outputs transfers to the Customer, unless expressly agreed otherwise in writing.
- 13.3. The Provider grants the Customer, for the term of the Agreement, a non-exclusive, non-transferable, revocable and purpose-limited licence to use the Platform, Widget and related outputs only to the extent necessary for proper use of the Services under the Agreement.
- 13.4. The Customer is not entitled to grant sublicences, transfer the licence, make the Platform available to third parties, remove the Provider's designations if they are part of the Service and their removal was not expressly permitted, or commercially use the Platform beyond the scope of the Agreement.
- 13.5. The Customer grants the Provider, for the term of the Agreement, a non-exclusive authorisation to use Customer Content, its business name, logo, trademarks, product data and other materials to the extent necessary for implementation, display, processing, moderation, analysis, technical operation, testing, archiving, backup and provision of the Services.
- 13.6. The Parties agree that the Provider is entitled, even after termination of the Agreement, to retain, process and use anonymised data derived from Customer Content and from processing within the provision of the Services (in particular aggregated statistics, metrics, model outputs, reports, benchmarks, categorisations and other derived data sets), free of charge (i.e. within the remuneration paid during the term of the Agreement), for the purposes of (i) creating and developing the knowledge base and new Platform functionalities, (ii) improving and developing the Services and Platform, (iii) ensuring quality, security and prevention of abuse, (iv) analytics and statistical evaluations, and (v) commercial use, including making such anonymised data (or outputs created from them) available or providing them to third parties for consideration. Anonymised data means only data that have been modified in such a way that they no longer constitute personal data and cannot be attributed to a specific natural person even with reasonable effort; the Provider undertakes to ensure that anonymisation is carried out before any disclosure or provision to third parties. Provisions on handling and deletion of personal data are not affected. For the avoidance of any doubt, the Parties agree that, with respect to the data referred to in this section, the Customer grants the Provider a free licence/authorisation for such use of the data even after termination of the Agreement.

- 13.7. If the Service includes display of a rating, score, label or other designation generated by the Platform, the Customer is entitled to use such designation only to the extent, in the form and for the period permitted by the Agreement and the Provider's rules. After termination of the Agreement, the Customer is obliged to immediately cease using such designations and remove them from its websites, marketing materials and communication channels.
- 13.8. The Provider is entitled to use anonymised, aggregated and statistical data derived from use of the Platform for internal analytical purposes, Service development, benchmarking and security purposes, provided this does not breach confidentiality, personal data protection of data subjects or the Customer's trade secrets.
- 13.9. If the Customer provides the Provider with Customer Content, End Customer data, reviews or any other data obtained or collected by another provider for the Customer or by another provider for another third party, the Customer is obliged to ensure that it has the licence or any other rights to such data necessary for processing such data and information and that it also transfers such rights to the Provider for the purpose of providing the Services. The Provider is not liable for any damage to the Customer or another third party if Customer Content, End Customer data, reviews or any other data were obtained in breach of legal regulations. If the Customer has requested/authorised the Provider to obtain Customer Content, End Customer data, reviews or any other data from a third party, the Customer is obliged to ensure that it has the licence or any other rights to such data necessary for processing such data and information and that it also transfers such rights to the Provider for the purpose of providing the Services. In the event of breach of this provision, the Customer is liable to the Provider for any damage incurred by the Provider; damage means actual damage, lost profit, any sanction imposed on the Provider by a public authority and/or any amount the Provider had to pay to another third party as compensation for damage or non-material harm.
- 13.10. The Customer undertakes that, after conclusion of the Agreement, it will not provide any third party with a non-exclusive licence, exclusive licence or any other rights to Customer Content or other information and/or data used by the Provider in providing the Services.
- 13.11. The Customer is responsible for infringement of copyright, industrial property rights or other intellectual property rights of a third party if such infringement occurred in causal connection with activity aimed at using the Services by the Provider.
- 13.12. The Customer and Provider agree that if, during performance of the Agreement, in connection with this Agreement and/or within the provision of Services by the Provider, the Provider creates a design or co-operates in creating a design, the Provider is not obliged to transfer any such design or any rights pertaining to the Design to the Customer.

14. PERSONAL DATA AND DATA PROTECTION

- 14.1. The Parties acknowledge that personal data may be processed during performance of the Agreement under the GDPR and the Personal Data Protection Act.
- 14.2. If, when providing the Services, the Provider processes personal data on behalf of the Customer as a processor or further processor, the Parties shall conclude a Processing Agreement. The Provider is not obliged to begin providing performances in which it is to act as processor if conclusion of such agreement is required by legal regulation and the agreement has not been duly concluded; this does not affect the Customer's obligation to have such agreement concluded with the Provider under the GDPR and the Personal Data Protection Act, and the Customer is therefore obliged to ensure that the Provider and the Customer have concluded the Processing Agreement.
- 14.3. The Customer is responsible for having the relevant legal basis for processing personal data in relation to End Customers, fulfilling information obligations and all other obligations set out by the GDPR, the Personal Data Protection Act and other generally binding legal regulations.
- 14.4. If personal data processing takes place on the Customer's website or in the Customer's environment, or if such personal data are published there, the Customer is obliged to ensure that such environment contains appropriate information about use of the Platform, collection and publication of Reviews and processing of personal data by the Provider.

- 14.5. The Provider is entitled to use further processors and subcontractors to the extent necessary for providing the Services, provided the conditions of the GDPR, the Personal Data Protection Act and the Processing Agreement are met.
- 14.6. The Provider shall adopt reasonable technical and organisational measures to protect personal data and other data processed within provision of the Services, proportionate to the nature of the Services and the risks of processing, to the extent of personal data processing by the Provider when providing the Services.
- 14.7. If a personal data breach or security incident concerning data processed for the Customer occurs within the Provider's sphere, the Provider shall notify the Customer of such fact without undue delay after becoming aware of it, to the extent reasonable in the circumstances of the case and its statutory obligations.
- 14.8. After termination of the Agreement, the Provider shall handle personal data and other data according to the Processing Agreement, these GTC, its statutory retention obligations and internal backup and security policies.

15. RULES FOR ILLEGAL CONTENT AND CONTENT MODERATION

- 15.1. The Customer acknowledges that Reviews, questions, answers and other user content may constitute third-party content. The Provider is entitled to restrict, remove or disable access to content that is or may be illegal, violates these GTC or is manifestly harmful.
- 15.2. For the purposes of these GTC, prohibited content includes in particular content:
 - 15.2.1. violating legal regulations or decisions of public authorities;
 - 15.2.2. violating intellectual property rights or personality rights;
 - 15.2.3. defamatory, vulgar, discriminatory, hateful or violent content;
 - 15.2.4. containing malicious code, spam or fraudulent schemes;
 - 15.2.5. containing manifestly untrue or misleading claims the publication of which would be capable of causing harm;
 - 15.2.6. containing personal data contrary to legal regulations.
- 15.3. The Provider is entitled to establish a content reporting mechanism and determine the process for its review. The Customer is obliged to provide the Provider with immediate cooperation when reviewing reported content.
- 15.4. The Provider is entitled to temporarily hide or not display reported content until it is reviewed, if reasonably necessary to protect the rights of the Provider, the Customer, End Customers or third parties.
- 15.5. If a third party asserts a claim against the Provider in connection with content published through the Platform, the Customer is obliged, upon the Provider's request, to immediately provide all information, materials, statements and cooperation and, as necessary, ensure modification, supplementation or removal of the disputed content.

16. CONFIDENTIALITY OBLIGATION

- 16.1. Each Party undertakes to maintain confidentiality of all Confidential Information of which it becomes aware in connection with the Agreement or performance under it.
- 16.2. A Party is entitled to use Confidential Information exclusively for the purposes of performing the Agreement and to the extent necessary for duly exercising its rights and fulfilling its obligations.
- 16.3. The confidentiality obligation does not apply to information:
 - 16.3.1. that was publicly known at the time of disclosure;
 - 16.3.2. that became publicly known otherwise than by breach of the confidentiality obligation;
 - 16.3.3. that a Party must disclose pursuant to a legal regulation or decision of a public authority;
 - 16.3.4. that it discloses to its lawyers, auditors, banks, insurers, investors or other professional advisers bound by confidentiality;

16.3.5. that was provided to the Provider or published by the Provider for the purposes of providing the Agreement.

16.4. The confidentiality obligation lasts for the entire term of the Agreement and for five (5) years after its termination.

16.5. The Parties agree that if the Customer breaches the obligations set out in this article, the Provider is entitled to require the Customer to pay a contractual penalty of EUR 5,000 (in words: five thousand euros) for each individual breach of obligation. Payment of the contractual penalty does not affect the Provider's claim for compensation of damage in full.

17. LIABILITY FOR DAMAGE, THIRD-PARTY CLAIMS AND REPRESENTATIONS

17.1. The Customer is liable to the Provider for damage, cost, fine, sanction, third-party claim or other harm incurred by the Provider as a result of:

17.1.1. breach of the Agreement by the Customer;

17.1.2. illegality, untruthfulness or infringement of third-party rights by Customer Content, Reviews or Q&A Content for which the Customer is responsible;

17.1.3. absence of a legal basis for processing or publication of data;

17.1.4. incorrect or misleading use of Platform outputs towards consumers;

17.1.5. breach of regulations on consumer protection, advertising, unfair commercial practices or personal data protection on the Customer's side, or breach of other generally binding legal regulations.

17.2. The Customer is obliged to reimburse the Provider for all demonstrably incurred costs associated with defence against third-party claims under the preceding section, including legal representation costs in the actually incurred amount.

17.3. The Provider is not liable for lost profit, loss of opportunity, loss of goodwill, loss of customers, loss of data that the Customer could reasonably have backed up or exported, or for indirect or consequential damage, unless a mandatory legal regulation provides otherwise.

17.4. The Provider is not liable for the content of Reviews, questions, answers, commercial claims, product information or other outputs created, approved or provided by the Customer or its End Customers, unless the Provider itself created them as a separate service on the basis of a separate agreement.

17.5. The Provider is not liable for achieving a certain number of Reviews, a certain response rate, a specific score, business result, higher traffic, conversion or any economic effect through the Services.

17.6. Unless a mandatory legal regulation provides otherwise, the Provider's total aggregate liability for all Customer claims arising from or in connection with the Agreement, if such liability of the Provider arises, is limited at most to the amount of the price actually paid by the Customer to the Provider for the last 12 months before occurrence of the damaging event.

17.7. The limitation of liability under Section 17.6 shall not apply to the extent liability cannot be excluded or limited under a mandatory legal regulation.

17.8. The Parties undertake to use maximum efforts to prevent damage and to minimise damage already incurred.

17.9. Unless these GTC provide otherwise elsewhere, a Party is not liable for breach of obligation if it proves that performance of the obligation was temporarily or permanently prevented by a circumstance excluding liability under Section 374 of the Commercial Code.

18. SUSPENSION OF SERVICES AND TERMINATION OF THE AGREEMENT

18.1. The Agreement is concluded for the term specified in the Order; if the term is not specified, the Agreement is concluded for an indefinite term. For an Agreement concluded through the Platform and paid at the moment of creating the Order (subscription), the period for which the Customer subscribed to the Services is deemed to be the term for which the Agreement is concluded.

- 18.2. Either Party is entitled to terminate an Agreement concluded for an indefinite term even without giving a reason, with a notice period of one (1) month, which begins on the first day of the month following the month in which the notice is delivered to the other Party. This section does not apply if the Customer ordered the Services through the Provider's Platform and pays a monthly fee for such Services pursuant to Section 11.5 of this Agreement; in such case, the Customer is entitled to stop paying the monthly subscription, whereby provision of the Services ends upon expiry of the period for which the subscription was paid. This section does not apply if the Customer ordered the Services through the Provider's Platform and pays an annual fee for such Services pursuant to Section 11.5 of this Agreement; in such case, the Customer is entitled to stop paying the annual subscription, whereby provision of the Services ends upon expiry of the period for which the subscription was paid.
- 18.3. The Provider is entitled to temporarily suspend provision of the Services if:
- 18.3.1. it is necessary for reasons of maintenance, security or protection of the Platform;
 - 18.3.2. it is necessary due to suspicion of abuse or unlawful use of the Services;
 - 18.3.3. the Customer breaches the Agreement;
 - 18.3.4. the Customer is in delay with payment for the Services provided;
 - 18.3.5. further provision of the Services would conflict with a legal regulation, decision of a public authority or the Provider's legitimate interest.
- 18.4. The Provider is entitled to withdraw from the Agreement with immediate effect in particular if:
- 18.4.1. the Customer is in delay with payment of a due receivable for more than thirty (30) days;
 - 18.4.2. the Customer materially breaches the Agreement;
 - 18.4.3. the Customer uses the Services contrary to legal regulations or in a manner endangering the rights or legally protected interests of the Provider or a third party;
 - 18.4.4. the Customer fails to provide the necessary cooperation even within an additional reasonable period;
 - 18.4.5. the Customer has entered bankruptcy, restructuring or liquidation, or any insolvency or similar proceedings have been commenced against the Customer.
- 18.5. Material breach of the Agreement by the Customer includes in particular breach of obligations under Articles 6, 7, 8, 11, 13, 14, 15, 16 and 17 of these GTC.
- 18.6. The Provider is entitled to suspend provision of the Services also if the Customer repeatedly breaches the rules of objectivity of Reviews, publishes or procures fraudulent Reviews or fails to provide cooperation under Section 6.21 of these GTC.
- 18.7. Termination of the Agreement does not affect the Provider's claim to payment of the price for Services provided until the date of termination of the Agreement, nor claims to default interest, compensation for damage, indemnification, confidentiality, protection of Confidential Information, personal data protection, intellectual property rights and other provisions that by their nature are to survive termination of the Agreement.

19. CONSEQUENCES OF TERMINATION OF THE AGREEMENT

- 19.1. After termination of the Agreement, the Customer is obliged to cease using the Platform without undue delay, remove the Widget, scripts, plugins, API connections and other Provider elements from its websites and systems, unless their further use is expressly permitted by the Agreement.
- 19.2. After termination of the Agreement, the Provider is entitled to deactivate user accounts, API accesses, Widgets and other functionalities provided within the Services.
- 19.3. Unless otherwise agreed in the Agreement or the Processing Agreement, the Provider may allow the Customer a one-off export of certain data in a reasonable format and period; however, the Provider is not obliged to maintain export interfaces or retain all historical data for an unlimited period.
- 19.4. If, after termination of the Agreement, the Customer continues to use the Provider's outputs, rating designations, Widget or other Platform elements without a legal basis, this constitutes

unauthorised use of the Provider's intellectual property rights and the Customer is liable for any damage incurred by the Provider as a result of such use.

20. DELIVERY

- 20.1. Delivery of any notices under the Agreement means their delivery by post, courier, in person or electronically to the contact details notified by the other Party.
- 20.2. The date of delivery of a postal item shall also be deemed to be the date on which the addressee refused to accept it, or the third (3rd) day from the date of its deposit if the item is returned as not collected within the collection period.
- 20.3. In the case of delivery by e-mail, a message is deemed delivered on the 2nd Business Day after it is sent, unless the sender receives a technical non-delivery message earlier.
- 20.4. Each Party is obliged to notify the other Party without undue delay of a change in its contact details; otherwise it bears the consequences of failure to fulfil this obligation.

21. CHANGES TO THE GTC AND FINAL PROVISIONS

- 21.1. The Provider is entitled to unilaterally change or supplement these GTC. The new wording of the GTC becomes effective on the date determined by the Provider, but not earlier than the date of its publication or notification to the Customer.
- 21.2. For already concluded Agreements for an indefinite term, the new wording of the GTC shall apply no earlier than 30 days from the date of its notification to the Customer. If the Customer does not agree with the change, it is entitled to terminate the Agreement no later than by the effective date of the change to the GTC.
- 21.3. Rights and obligations not regulated by the Agreement are governed by the legal order of the Slovak Republic, in particular the relevant provisions of the Commercial Code, Civil Code, Copyright Act, GDPR, Personal Data Protection Act and other generally binding legal regulations.
- 21.4. The Parties undertake to resolve any disputes preferably by negotiation in good faith. If a dispute cannot be resolved within thirty (30) days from delivery of a written request for negotiation, the dispute shall be resolved by the general courts of the Slovak Republic.
- 21.5. If any provision of the Agreement or these GTC becomes invalid, ineffective or unenforceable, this shall not affect the validity, effectiveness and enforceability of the remaining provisions. The Parties undertake to replace such provision with a new provision that approximates the purpose of the original provision as closely as possible.
- 21.6. These GTC become effective on 19 May 2026.