

## Terms and Conditions of Business - DealUnity

### Article I Basic provisions

1. DealUnity provides an electronic platform which allows entrepreneurs to find business partners and to collaborate in joined business activities.
2. The terms and conditions of use of the platform are governed by these terms and conditions of business, which have been drawn up in accordance with relevant legislation of the Slovak Republic.

### Article II Definition of basic terms

1. The **operator** and owner of the DealUnity platform is the following company:  
Business name: DealUnity s.r.o. [Ltd.]  
Registration: reg. in the Business Register of the Bratislava I District Court, section: Sro [Ltd.], insert no. 130736/B  
Registered office: Staré Grunty 18, 841 04 Bratislava  
IČO [organization ID No.]: 51 898 829  
DIČ [TIN]: 2120834144  
Repr.: Daniel Levársky, Ľuboš Kosík, Director  
E-mail: [info@dealunity.com](mailto:info@dealunity.com)  
Phone No.: +421 918 119 092/+ 421 903 770 010
2. **DealUnity** is a website that provides an electronic platform which allows entrepreneurs to find business partners and to collaborate in joined business activities.
3. A **user** is an entrepreneur, which after registration on platform DealUnity (dealunity.com) is using services of DealUnity, mainly for finding business partners and for collaborating in joined business activities using communication and project tools which are offered by platform.
4. An **entrepreneur** is, under section 2(2) of the Act No. 513/1991 Zb. [Collection of Laws] - Commercial Code as amended (hereinafter referred to as the "Com. Code"),:
  - a person registered in the Business Register,
  - a person doing business by virtue of a trade license,
  - a person doing business by virtue of a license other than a trade license under separate legislation,
  - a natural person who performs agricultural production and is registered in a register under a separate piece of legislation.
5. The **license contract** is a contract between the operator and a user, the subject-matter of which is the grant of a license for the use of DealUnity in accordance with the terms and conditions specified in these terms and conditions of business.
6. The **service** are all pieces of equipment, tools and services that are part of DealUnity and are provided for a user by means of the website dealunity.com.
11. A **user account** is the account of a user containing his personal data, data about the organization and his activities in DealUnity.
12. **Login data** is the data that a user must enter when accessing his user account (username, password).
13. **Content** means all audio records, image (video) records, audio and image (video) records, text, charts, software and other data that can be stored and created, used in connection with the use of the service.
14. The **supervisory authority** is the Slovak Trade Inspection, Inspectorate of the STI for the Bratislava Region, Supervision Execution Department, with its seat at Prievozská 32, P.O.BOX 5, 820 07 Bratislava, phone No. 02/58272 172, website: [www.soi.sk](http://www.soi.sk).

### Article III Characteristics of DealUnity

1. DealUnity is an electronic platform that allows users to find business partners and to collaborate in joined business activities.

2. DealUnity allows its users to find business partners based on their qualitative attributes, to join, communicate together, collaborate in joined business activities and to manage projects.

#### **Article IV User account**

1. A user is entitled to use the services provided by the operator through his user account.
2. A user can create a user account using the registration form on the website [www.dealunity.com](http://www.dealunity.com).
3. By creating a user account, the user expresses his consent to these terms and conditions of business and the terms and conditions of personal data processing.
4. A user account may be created, and DealUnity services may be used by means of the user account, only by a buyer who meets the following conditions:
  - a) he has no arrears of taxes,
  - b) he has no arrears in social insurance and health insurance,
  - c) he is not in liquidation,
  - d) there has been no declaration of bankruptcy proceedings with respect to him, nor was there such declaration in the course of the past 12 months,
  - e) he is a public sector partner registered in the Register of Public Sector Partners,
5. By creating a user account, the buyer declares that he meets the conditions set out in sec. 4 of this article. If it is demonstrated that this declaration is not true, the buyer is obliged to pay a contractual penalty of €3,000 and to pay any damages incurred by the supplier, the operator or a third party in connection with the statement of incorrect data, declarations or the impossibility of fulfilling his obligations.
6. The user is obliged to state in the registration form true data to the extent indicated by the operator.
7. By creating a user account, the user shall get access to services on the DealUnity platform.
8. Part of the user account is also qualitative profile of the user, filling of which allows others users to find him based on chosen criterias.

#### **Article V Entering into the contract with the operator**

1. The publication of the terms and conditions of business on the website [dealunity.com](http://dealunity.com) shall be deemed an offer to enter into the license contract, the subject-matter of which is the grant of a non-exclusive license to use the DealUnity platform. By accepting these terms and conditions of business, through the creation of a user account, the contract between the operator and the user is deemed to be entered into. A confirmation of the entering into the contract will be automatically delivered to the user by e-mail.
2. By virtue of the contract, the operator grants the user a limited, non-transferable and non-exclusive license to use the DealUnity platform.
3. DealUnity may only be used on the basis of the license granted by the operator under the terms and conditions set forth in these terms and conditions of business and to the extent of the license granted.

#### **Article VI Types of licences**

1. User can choose between free and payed version of platform DealUnity. User using free version can upgrade his version for played version at any time. User using paid version can change to unpaid version at expiration of prepaid time.
2. Free version includes following services:
  - a. user search (potential business partners)
    - maximum of 5 search results
    - searching is limited by regional restrictions; the user can search for potential business partners only on the same continent,
  - b. ability to create maximum of one business cooperation; business cooperation is:
    - communication with business partner (maximum of 25 messages from one user of free version)
    - collaboration in joined business activities using project tools and management of joined cooperation in calendar

- sharing of documents (maximum 500MB of documents per user)
- inviting more users for cooperation

The free version allows user to use these features for only one member of the user's account.

3. Payed version includes following services:

- a. user search (potential business partners)
  - unlimited number of search results
  - searching is not limited by regional restrictions; user can search potential business partners in all available regions
- b. ability to create unlimited number of business cooperation; business cooperation is:
  - communication with business partner (unlimited number of messages from one user)
  - collaboration in joined business activities using project tools and management of cooperation in calendar
  - sharing of documents (maximum 15GB of documents per user)
  - inviting more users for cooperation

The paid version allows user to use these features for an unlimited number of members from that user's account.

### **Article VII**

#### **Terms of payment**

1. Using payed version, the user can choose between monthly and annual payment subscription. The operator has right for license fee of 49 EUR monthly in case of monthly payment or 499 EUR per year in case of annual payment.
2. Right got license fee arises at the moment of claiming of payed version using function "subscribe".
3. The user pays services fee with credit card, from which the fee will be automatically deducted. To make the payment easier for users, DealUnity enables to save credit card information in payment service provider system. DealUnity use payment service provider PayPal (Europe) Sàrl & Cie, SCA, a limited liability partnership R.C.S. Luxembourg B 118 349 placed 22-24 Boulevard Royal, L-2449, Luxembourg. DealUnity reserves the right to change the payment service provider, however he undertakes to use only the services of Level 1 certified PCI DSS (Payment Card Industry Data Security Standard) providers. DealUnity does not store or process any data of the user´s credit card. The user agrees that DealUnity will automatically charge a fee from is/her credit card.
4. The paid license fee is not refunded, even if the DealUnity is not used or the user account is canceled.

### **Article VIII**

#### **Content of license**

1. Content of provided license is mainly:
  - a. Providing and maintaining of system allowing searching of business partners based on qualitative attributes.
  - b. Publishing of users registered on DealUnity platform.
  - c. Providing and maintaining tools enabling communication, joined collaboration between users, sharing of documents, management of joined activities in calendar and else.
  - d. Providing current information of users. Current information means last actualization of information about user in his profile.

### **Article IX**

#### **Rights and obligations of the contracting parties**

1. A user shall be obliged to act in accordance with these terms and conditions of business and with valid legislation.
2. The user shall be obliged to act so as to avoid unauthorized access to his user account, and he shall be obliged to take all measures to prevent a leak of the login data, otherwise he shall be liable for the damage caused thereby to the operator.
3. The operator shall provide the user with access to the DealUnity platform and the specified services online through the website [www.dealunity.com](http://www.dealunity.com). Due to upgrades of services,

repairs, maintenance and force majeure, there may be a temporary interruption in providing of platform DealUnity, with the operator not being liable for any interruption of the service or a loss, if any, of data.

4. User agrees that operator may use his business name, logo or other indication for advertising of platform DealUnity its services, mainly by publishing on its website dealunity.com, on official sites, social networks and all advertising materials.
5. User agrees, that operator may process all data published by user on platform DealUnity and collected by his activity on platform DealUnity. Processing means mainly collection, recording, aligning, structuralizing, retention, change, searching, browsing, using, using transmission services, propagation or by other means regrouping or combination, restriction or deleting. Operator has right to use collected data for his benefit or for benefit of third party.

#### **Article X Method of using DealUnity**

1. The DealUnity platform may only be used by a registered user who meets the conditions set forth in these terms and conditions of business. A condition for using the platform and its tools is that a user account must be created.
2. A user is obliged to proceed in accordance with these terms and conditions of business and with valid legislation when using DealUnity.
3. The user undertakes not to use DealUnities in a way that would endanger or violate the rights and legitimate interests of the operator and third parties.
4. The user undertakes to store and publish only content that does not violate the law, circumvent the law and is not contra bonos mores. The user undertakes to refrain from storing and publishing content that would harm the rights and legitimate interests of the operator and third parties, such as rights resulting from intellectual property.
5. The operator has the right to delete content by which a user violates the law, circumvents the law or do damage to the operator or a third person.

#### **Article XI Exclusion of liability**

1. The operator provides DealUnity, its content and related services "as is". The operator does not provide any warranty for DealUnities and related services.
2. Any risk associated with the use of DealUnity and related services shall be borne by the user. Users use DealUnity on their own responsibility. Neither the operator, nor his business partners, employees, collaborators or other persons involved in DealUnity shall be responsible (liable) for the use of DealUnity and related services, for the continuous operation of DealUnit, its safety and security, its being error-free and its virus-free condition.
3. The operator shall not be responsible (liable) for a loss, misuse, destruction or, where applicable, other interference with the content of a user.
4. The operator shall not be responsible (liable) for the content saved by the user or a third party in DealUnit, in particular, but without limitation to, the information provided in user profile.
5. Neither the operator, nor his business partners, employees, collaborators or other persons involved in DealUnity shall be responsible (liable) for the use of DealUnity by users and third parties, for consequences related to the use of DealUnity, for possible damage caused to a user or third parties in connection with DealUnity and for any content published by a user or a third party, in particular, but without limitation to, information published in the user profile.

#### **Article XII Exclusion of liability for damage**

1. Neither the operator, nor his business partners, employees, collaborators-or other parties involved in DealUnity shall be liable for possible damage incurred by a user or a third party in connection with
  - a) the use of DealUnity and its content,

- b) their inability to use DealUnity,
  - c) the removal or a change to the content of DealUnity,
  - d) information provided directly or through DealUnity.
2. The content stored in the DealUnity, is the responsibility of the user or, where applicable, another person who has inserted it there. The user undertakes to compensate for the damage incurred by the operator in connection with action or omission of the user which is in contravention of these terms and conditions of business or valid legislation. The user also undertakes to compensate for damage that arises in connection with the assertion of claims by a third party if such damage has arisen on the basis of the use of DealUnity by the user in violation of the law or in connection therewith.

### **Article XIII**

#### **Copyright**

1. The owner of the DealUnity platform and all the content on it is the operator. DealUnity and its content are protected under Act No. 185/2015 Z. z. [Collection of Laws of the Slovak Republic] - Copyright Act.
2. Registered users may use DealUnits within the scope of the granted license in accordance with the terms and conditions set forth in these terms and conditions of business. The operator grants the user a limited, non-transferable and non-exclusive license to use DealUnity and its content.
3. Any use of the content, in particular the creation of copies, the content's public dissemination, processing, translation and adaptation, public display, execution or transmission, without the prior consent of the operator as the author is prohibited.
4. The content published on the website [www.dealunity.com](http://www.dealunity.com) is freely accessible to users who may use it exclusively for the purpose of using it Use of published content, in particular the creation of a copy, the published content's public dissemination, processing, translation and adaptation, public display, execution or transmission, requires the consent of the operator. The use of the work for other than the defined purposes is without the prior written consent of the operator is prohibited.
5. Content created by a user in connection with the use of DealUnity, in particular, but without limitation to, the information provided in profile, shall be his ownership. The operator does not bear any responsibility for this content to the user or any other third party.

### **Article XIV**

#### **Change and termination of the contract**

1. The contract between the operator and a user is entered into for an indefinite period.
2. The operator reserves the right to change, adjust, add or cancel any provision of these terms and conditions of business at any time.
3. The operator shall inform users of a change in the terms and conditions of business by a notification sent by e-mail or through the user account. So far as the user does not agree to the change in the terms and conditions of business, he may immediately terminate the contract by cancelling the user account. If the user does not give notice to terminate the contract within 48 hours of sending the notification of change in the terms and conditions of business, he shall be deemed to agree to the change. The changed terms and conditions of business shall be valid and effective from the time of their publication on the website [www.dealunity.com](http://www.dealunity.com).
4. The user may give notice to terminate the contract at any time by deactivating subscription by "deactivate subscription" in his profile or cancelling his user account. The notice of termination takes effect immediately. By termination of the contract user loses his right to sing in into his account using his Login used in registration in platform DealUnity, using platform DealUnity, its tools and to gain access to data saved on his account user profile. After the termination of the contract, the data will no longer be publishable or accessible to users. This data will be further processed by operator in according to this Conditions of Business, mainly for advertising of the platform DeaUnity and its services, its development and analysis of collected data.
5. The user does not have right for aliquot part of the payed license fee in case of termination of the contract before expiring of the subscription.

### **Article XV**

### **Dispute resolution**

1. The contracting parties agree that the contractual relationship between the operator and a user, as well as all related legal relationships, shall be governed by the law of the Slovak Republic.
2. The contracting parties agree that, if a dispute arises, jurisdiction shall lie with a court of the Slovak Republic.

### **Article XVI**

#### **Personal data protection**

1. The operator processes personal data of data subjects in accordance with the Regulation 2016/679 of the European Parliament and of the Council on the protection of natural persons with regard to the processing of personal data and on the free movement of such data (hereinafter referred to as "GDPR") and the Act No. 18/2018 Z. z. [Collection of Laws of the Slovak Republic] on personal data protection (hereinafter referred to as the "PDP Act"). For information on how we process personal data see Privacy Policy.

### **Article XVII**

#### **Final provisions**

1. These terms and conditions of business shall become valid and effective at the moment of their publication on the website [dealunity.sk](http://dealunity.sk).
2. If any provision of these terms and conditions of business is, or becomes, invalid or ineffective, this shall not entail the invalidity or ineffectiveness of the entire contract.
3. Relationships, rights and obligations of the contracting parties not regulated in these terms and conditions of business shall be governed by the provisions of the Commercial Code, the Civil Code, the Copyright Act and other relevant legislation of the Slovak Republic.