

# Terms and Conditions

## General Terms of Service Operation HOTSPOT ZAVAR

The following provisions are the generally applicable General Terms and Conditions of Operation of HOTSPOT ZAVAR Services (hereinafter referred to as the Terms and Conditions) for the use of the Services offered by the Operator to its Customers and relate to all business relations between the Operator and Customer arising under a contract concluded under Article II. Closing of the contract of these Terms and are issued in accordance with sec. § 273 of Act. no. 513/1991 Coll. in full atnom amended, Commercial Code

### I. Parties

The parties are a company under the trademark GOLEMTECH MA s. r. o., on the one hand as the Operator (hereinafter referred to as the Operator) and the Customer of the Services on the other (hereinafter referred to as the Customer). The parties are further specified below.

#### I. a) Operator

- 1. The Service Provider is a company listed in the contact information on the HOTSPOT ZAVAR Website. A company, which will issue a proper payment request to the Customer based on the order, will automatically become the Operator.
- 2. If the procedure referred to in point 1 of this Article does not give rise to anything else, the Operator shall be the company **GOLEMTECH MA s. r. o., IČO 56 263 902, with its registered office at Trnavská 524/20, Cífer, Postal Code 919 43 , Slovak Republic incorporated in the Commercial Register maintained by the Regional Court in Trnava I. 56839 / T.**

#### I. b) Customer

- 1. A customer of the Company may be any natural person eligible for legal action, either as a consumer or an entrepreneur, or as a legal person who has entered into an ordinary contract with the Operator under Article II. Closing of the contract of these Terms and Conditions.
- 2. Consumers are any person who, outside their business or outside the scope of their own occupation, enters into or otherwise negotiates with the Seller. For these customers, these general terms and conditions apply, as well as special conditions in accordance with Art. XII of these Terms and Conditions, which shall prevail over the General Terms and Conditions, in the event of conflicting provisions.
- 3. An entrepreneur is one who independently carries out self-employment and self-employment in a trade or similar manner with the intention of doing so consistently for profit. An entrepreneur is also considered, inter alia for the purposes of consumer protection, any person who enters into contracts relating to his own business, production or similar activity, or in the exercise of his profession, or a person acting on behalf of or on behalf of the entrepreneur.
- 4. By completing the order, Customer expresses its unambiguous consent and understanding of the Terms, Other HOTSPOT ZAVAR Terms and Conditions and any terms

and conditions associated with the Service ordered, as well as the content, specification and price of the Service ordered by the Provider. Both the Customer and the Operator are obliged to observe the generally applicable legal regulations, the provisions of the Contract, these Terms and Conditions and other Terms and Conditions in the event that they are part of the Customer-ordered service.

## II. Closing of the contract

- 1. The Contract shall become effective upon the conclusion of an order (most often on-line by sending a duly completed order to the Operator on its Website) or the moment of acceptance (acceptance) of the order and full order of the Services by the Operator and shall enter into force on the day when the Operator's bank account has accepted a negotiated and identifiable payment resulting from the Customer's executed order and at the same time confirmed the ordered service upon receipt of the agreed payment by the Operator. If Customer is required by the Operator to provide additional particulars based on the service specification or to perform any action (such as approval), the Agreement becomes effective only if all Customer's requirements are cumulatively met.
- 2. By fulfilling all the requirements, this Agreement between the Operator and the Customer shall take effect with all the consequences set forth in this Agreement and related documents, with all the effects of the applicable legal order of the Slovak Republic on similar cases of unwritten contracts or distance contracts. . By concluding the Contract, the Operator and the Customer undertake to comply with the Contract, the General Terms and Conditions of Operation of HOTSPOT ZAVAR Services, and all other terms and conditions, which are an integral part of the order of the selected Operator's Service to the Customer.

## III. Contract duration

- 1. The HOTSPOT ZAVAR Internet Service Contract (hereinafter referred to as "the Contract") is concluded for a definite period of time, unless otherwise agreed by the contracting parties or stipulated otherwise by special contractual conditions. The duration of the Contract is determined by a written agreement of the parties or by automatically selecting the length of the billing period by the Customer when ordering the service, in which case the duration of the Agreement is automatically agreed for the same period as one billing cycle.
- 2. The contractual relationship ends for the following reasons:
  - a. withdrawing from the contract, or
  - b. by the expiry of the agreed period, or
  - c. termination of the contract, or
  - d. for other reasons listed in Other HOTSPOT ZAVAR Terms and Conditions .
- 3. By terminating the contractual relationship, the Customer is not relieved of the obligation to pay to the Operator all obligations arising from the provided services until the termination of the contractual relationship or liability for any damage caused to the Operator.

## IV. Withdrawal from the contract

Both Parties shall have the right to withdraw from this Agreement at any time for reasons specified in the Act or in the Contract. The reasons for withdrawal from this Agreement are set forth in the General Terms and Conditions of Operation of HOTSPOT ZAVAR Services , related documents, and other contractual terms and conditions applicable to this contractual relationship.

## V. Termination

Both Parties have the right to terminate this Agreement, but only for reasons specified in the Act or in the Treaty. The grounds for denunciation of this Agreement are set forth in the General Terms and Conditions of Operation of HOTSPOT ZAVAR Services , related documents, and other contractual terms and conditions applicable to this contractual relationship.

## VI. Related documents

- 1. This Agreement and the business relationship arising therefrom are governed in particular by the General Terms and Conditions of Operation of HOTSPOT ZAVAR Services in its current version and the Complaints Procedure (collectively referred to as "Other HOTSPOT ZAVAR Contractual Terms ") or their amendments to this Agreement, with the Civil Code of the Slovak Republic, as amended, with all related amendments.
- 2. The customer, by ordering service from the Operator, confirms that he is familiar with the HOTSPOT ZAVAR General Terms of Service, with the Additional Terms applicable to the services ordered and any other conditions applicable to that contractual relationship and expressed to them his full and irrevocable consent and acceptance.

## VII. Service

- 1. The Service means all specific services ordered by the Customer from the Operator's offer and confirmed by the Operator.
- 2. Currently, the Operator mainly offers the following services:
  - 2.1. Internet connection via hotspot

The calculation of services can be changed according to the Operator's Act of Offer.

## VIII. Order

- 1. By concluding the Contract, the Customer gives its consent and understanding that it is obliged to include only true and up-to-date data in the Order and any other forms or documents, and in case of any change, is obliged to perform update of them in an appropriate manner without undue delay in Operator's database. The Customer acknowledges and agrees that the Operator is not liable in any way for any financial, material or intellectual damages incurred by the Customer as a result of stating invalid and / or outdated data in the Operator's database and that it is not entitled to reimburse any such resulting damages to the Operator.
- 2. After the conclusion of the Contract and fulfillment of any other requirements (such as payment of the service or delivery of all necessary documents or approvals), the ordered service is established and operated for the Customer .
- 3. The Customer acknowledges and agrees that it is not entitled to enter into a Contract with the Operator on behalf of third parties, unless the third party has given him written permission in advance and is authorized in writing. The customer is fully responsible for all orders .
- 4. The Operator shall not be liable in any way for the misuse of Customer's data or personal data of Customer or third parties upon which the Operator accepted the service order or any required modification or modification of existing records and services, unless the Operator himself has caused such abuse. The Operator may not be deemed to have misused this data by sending it to the Customer on the contact email specified by him after

establishment of the service, nor their re-sending or notification to the Customer after requesting re-notification and verifying the eligibility of his request.

- 5. The Customer undertakes to notify the Operator without undue delay and in a demonstrable manner in case of loss, theft or other violation of its access rights.
- 6. The Operator is entitled at any time and without any reason to require documents from the Customer, including verified documents, documents and signatures, to prove any facts for the Operator significant mainly for the conclusion of the Contract, termination of the Contract, duration of the Contract, changes to the Contract as well as for confirmation of the Client's instructions.
- 7. The Operator is entitled to refuse to conclude a Contract with the Customer unless the Customer's requirements are undoubtedly contrary to law.
- 8. The Customer acknowledges and agrees that the Operator will send him / her business announcements and news in his / her offer on the contact email . Such email fulfills all conditions of the Act on Regulation of Advertising no. 138/2002 Coll. and the Act on Certain Information Society Services no. 480/2004 Coll. and it can not be considered as unsolicited advertising - spam. Customer further agrees that the Operator may use Customer Information (with the exception of personal data subject to special legislation) for its marketing purposes. In particular, the Client is referred to the Operator's references, including a possible extract from the email correspondence.

## IX. Privacy

- 1. The Operator confirms that it complies with all legal requirements regarding the protection of personal data, in accordance with applicable law. The customer agrees to the processing and storage of his personal data in accordance with Act. no. 101/2000 Coll. as amended.
- 2. The Operator declares that all personal data are confidential, will only be used to perform the performance of the Contract with the Customer and the Operator's marketing actions and will not otherwise be disclosed, provided to a third party, etc. with the exception of the distribution or payment situation relating to the goods ordered (name and address of delivery).

The operator proceeds so that the data subject has not suffered damage to their rights, especially the right to human dignity, and also ensures protection against unauthorized interference in the private and personal life of the data subject. Personal data provided voluntarily to the Operator by the Customer for the purpose of fulfilling the order and marketing actions of the Seller are collected, processed and stored in accordance with the applicable laws of the Slovak Republic, in particular Act No. 101/2000 Coll. , on the Protection of Personal Data, as amended and in force. The Customer gives the Operator his consent to the collection and processing of this personal data for the purpose of fulfilling the subject of the concluded purchase contract and use for marketing purposes (especially for sending commercial notifications, telemarketing , SMS), until it expresses its disagreement with this processing sent to address

GOLEMTECH MA s. r. o., Trnavská 524/20, Cífer 919 43 . The electronic form is also considered to be written in this case. The buyer has the right to access his personal data and the right to have it rectified, including the right request explanation and removal of the defective condition and other legal rights to these data and the right to withdraw this consent.

## X. Operation and Complaints

- 1. The Operator shall ensure the operation of the Services as indicated by their specification on the HOTSPOT ZAVAR website , always with the utmost effort to ensure their maximum availability and usability. In the event of a complete or partial malfunction of

the service, the Operator shall, within its capabilities, ensure the renewal of functionality without undue delay . Unless otherwise specified in the Service Specification, the Operator does not provide free trial of the service. A part of the provided service is the operation of customer support, which the Customer can contact with their questions, requests or comments. The customer support is provided for the individual services in accordance with the offered services. Customer Support provides all customer communication and accepts their requests, but is not authorized to address requests beyond customer support. Customer Support is not technical support for Customers.

- 2. The operator mainly communicates with the Customer through its website [www.hotspotzavar.sk](http://www.hotspotzavar.sk), and further via email or telephone. The customer communicates with the Operator via his email, regular mail, or phone. To ensure the Customer's request, the Operator may require the Customer to provide an authorized method of communication or to send a request by registered letter with an officially signed Customer's signature. In case of non-compliance with the necessary authorization, the Operator has the right to refuse the change request.
- 3. The Operator reserves the right to operatively carry out the necessary interventions on its network and on its hardware and software that it provides through the operation of the Services. The Customer acknowledges and agrees that, in the event of any serious problem (eg fire, etc. ) that threatens people and / or the functionality of the services and / or network being operated, the Operator is entitled to immediately and completely stop the operation of the services provided to eliminate the cause of the problem without undue delay. At the same time, the Operator has the right to inform the Customer of all facts after such a situation is ensured after ensuring the safety of persons and operation.
- 4. The Operator is entitled to modify the service parameters or analyze the service data without the customer's consent, provided that this measure is necessary to ensure proper provision of the relevant service or to ensure the smooth operation of the related equipment and software. In the event of suspicion of a breach of Customer's obligations, the Operator is entitled to carry out data control and to interrupt or restrict the operation of the relevant service. He is obliged to inform the Customer of this immediately.
- 5. The Customer may only use equipment that does not interfere with the Operator's network operation, is not in violation of the law and third-party rights, and meets all homologations and other usage requirements in SR. The customer acquires the necessary hardware and software needed to access the network and take all measures to protect its data as well as measures to prevent intrusion into its network and its resources. Customer is responsible for the functionality of its devices and other resources needed to access the Internet.
- 6. If the Customer has removed the reasons for which the services have been suspended, the Operator shall resume their provision immediately within 2 workdays.
- 7. The Operator is entitled to withdraw from the Contract unless the Customer remedied the reasons for which the provision of services was suspended within 14 days of the interruption of the provided services. The decision to use this authorization is made by the Operator.
- 8. Withdrawal shall become effective on the date of delivery of the notice of withdrawal. The Operator does not guarantee delivery of the notification to the Customer, sending to the Customer's email address is considered a delivery.
- 9. The Operator assumes no responsibility for the data published by the Customer on the Internet or for the data the Customer acquires on the Network. The operator is not responsible for the security of the customer's computer network (intranet). The operator is not responsible for the content of the data transmitted.
- 10. The Customer notifies the Operator's customer support for defects and malfunctions by telephone, e-mail, or other communication channel that the Operator has agreed with the Customer for the contacts specified on the Operator's website. The Customer is obliged to report his / her identification data according to the service used by him / her, on the basis of which he / she has found a defect , in accordance with the service provision below.

- 11. The Operator is entitled to prevent the dissemination of data provided by the Customer in violation of these General Terms and Conditions and generally applicable laws and standards. The operator has the right to carry out checks on the connected terminal in terms of the conformity of the type of equipment and how it is connected.
- 12. The Operator warrants to remove Customer-reported defects on the Operator's network as soon as possible. If any defect or malfunction is found not to be on the Operator's network but on Customer's facilities, the Operator has the right to reimburse all costs and expenses incurred.
- 13. The Operator is not responsible for the information and data provided by the Customer or for information and data published or made available by the Customer through the Operator's services.
- 14. The operator is not obliged to check the content of the website, data and information disseminated by the Customer.
- 15. The Customer is not entitled to any compensation for any damage or interruption in the operation of the services provided, but is only entitled to set compensation for the unrealized operation. The amount of compensation for non-operations is limited (the maximum amount of compensation is equal to the monthly fee), and is determined as a pro rata discount on the operating fee, to an extent that is proportionate to the extent of the unrealized operation. Compensation may take a different form in agreement between the Operator and the Customer. The Customer is not entitled to compensation if all fees for all Customer's provided services by the Operator have not been duly and timely paid by the Customer, the Contract is terminated, or the service is inoperative due to the Customer's previous action, or the Customer fails to make a complaint in writing for the malfunctioning of the Service.
- 16. The Customer acknowledges and agrees that the Operator bears no responsibility (and therefore does not provide compensation) for malfunctions in the operation of the Service, which has not been proven to be self-sustaining, especially malfunctions and shutdowns:
  - - caused by a technical or other problem of a subcontractor
  - - arising from problems with any of the Operator's Customers ,
  - - which is caused by force majeure.

Force majeure is considered according to these conditions especially cases that do not depend on the will of the Parties and which the Parties cannot influence, such as natural disasters, strikes, rebellion, mobilization, war, unexpected power outages caused by participants, etc.

- 17. The Operator shall not be liable to customers or third parties for any loss of financial, material or other nature caused by malfunction or interruption of service, damage or loss of data or damage to servers, software or hardware. Service provided through a network of the Internet itself excludes (due to technical essence, the Internet) the possibility of any guarantee for its own operations, thus, for example reachability of websites from any place of connection, email deliverability, ensuring an internet connection and a privacy.
- 18. The Customer acknowledges and agrees that calls or other forms of communication between him and the Operator may be recorded or otherwise monitored for the purpose of improving the service.
- 19. The Customer undertakes to notify the Operator without undue delay of any malfunctions or interruptions in operation, defects found on the Operator's equipment or on its equipment, loss or damage to this equipment.
- 20. The beginning of the fault is considered to be the moment of its reporting to the Operator by the Participant in the manner specified in these Conditions, or the moment of the failure detection by the Operator, the aspect of the beginning of the fault being the one that will occur earlier.

- 21. The Customer undertakes to claim any complaints of the delivered services against the Operator in the manner described in Art. XVII. The time limit for handling a complaint should be proportionate to the nature and extent of the fault .

## XI. Shutdowns

- 1. The Operator reserves the right to make a scheduled downtime for each service to the extent specified on the HOTSPOT ZAVAR website . The downtime mainly serves to perform the necessary software upgrades and maintenance, repair or replacement of hardware and / or other technical equipment required to operate the service. Unless the operator assumes the intervention of hardware or software to machines on which any of the offered services operated, or that the operation of services directly related, and if this intervention will limit the functionality of services in single time range longer than 1 hour , the Operator shall notify of this planned outage adequately no later than 24 hours before its commencement. An adequate way is to publish the information about the planned outage on the Operator's Website. If Customer requires more information in advance, this information will be sent to his contact email. The Operator does not guarantee delivery of the notification to the Customer, sending to the Customer's email address is considered a delivery.
- 2. The operator shall make the shutdown as quickly as possible and preferably at a lower downtime, especially in the early hours. The Customer shall not be entitled to any compensation for unrealized operation or any related damages in the event of a shutdown notified in advance.

## XII. Exclusion from service

- 1. The Customer undertakes to refrain from using the Operator's services mainly:
  - 1.1. Offering or disseminating content, as well as operating activities and services that are contrary to law of SR, European law and applicable international agreements to which SR is bound.
  - 1.2. Promoting the suppression of fundamental rights and civil freedoms guaranteed by the Constitution for groups, individuals or nations.
  - 1.3 Offering or disseminating illegal pornographic material.
  - 1.4. Operating warez , gamez , crack servers, or similar content.
  - 1.5. Providing download servers, chat servers, servers offering illegally acquired software for sale, and providing such illegal software to third parties.
  - 1.6. Operate spam-targeted applications.
  - 1.7. Violations of copyright and other rights of third parties, including other intellectual property rights.
  - 1.8. Use and dissemination of tools that threaten Internet security.
- 2. The Operator does not provide services to Customers who act to offer content, share content, or download content without prior written permission :
  - - which is contrary to the laws of the Slovak Republic and / or the applicable international agreements by which the country concerned is bound;
  - - by which they infringe copyright, patent, industrial or other similar rights;
  - - which leads to illegal acquisition or proliferation of software (and other computer programs) for distribution (distributive or non-repayable) of such illegally obtained or distributed software to third parties (such as warez, crack and like-minded);

- - which can be referred to as spam that is used to send spam, refers to spam, while the operation of Customer's services that are associated and published in connection with the term spam is also excluded;
  - - which overloads the infrastructure and connection lines or hardware of the Operator or other persons, if any;
  - - that compromises the privacy or security of other Internet users' computer systems or jeopardizes the privacy or security of any other Internet user (for example, through vortexes, password generators, etc.);
  - - which may be referred to as music, audio, video, film and other similar files to which Customer does not have the right or copyright or other rights to distribute them;
  - - which contains any information damaging the reputation of the Operator and / or its staff;
  - - which is owned by HOTSPOT ZAVAR and is disseminated by the Customer without written permission from the Operator;
  - - which is a part of the provided service to the Customer, while the Customer does not have written permission from the Operator to provide the service or its part to third parties;
  - - which may give the impression that the Customer is acting on behalf of one of HOTSPOT ZAVAR's companies , even though he is not an authorized associate of HOTSPOT ZAVAR ;
  - – which directly or indirectly harm any rights of third parties;
  - - which is contrary to good manners; and whatever may also be included in the above categories, and the Customer's sole discretion is to decide on a breach of this paragraph by the Customer.
- 3. The Customer acknowledges and agrees to be liable for the total damage caused to the Operator, its other Customers or third parties. This clause applies to all of the above cases, especially overloading connections (for example, by illegally downloading music and movies, etc.), spam, and other activities that are in violation of the Agreement, generally accepted rules, general laws, and generally accepted methods used by Customer and the terms and conditions of the service. The Customer acknowledges and agrees that, as part of its operations policy, the Operator may, within the framework of its operation policy, modify the services provided to prevent their possible misuse as part of its operational policy.
  - 4. In case of demonstrably finding a violation of prohibitions by the Customer or any other harmful conduct of the Customer, Operator has the right to immediately and without compensation terminate the provision of services to the Customer, terminate the contractual relationship withdrawal while the Operator has the right to demand compensation in the amount corresponding to the extent of the damage caused. Withdrawal from the Agreement shall become effective on the date of delivery of the notice of withdrawal to the Customer. The price paid by the Customer for the period not used by the Customer after the cancellation of the provided service is not returned to the Customer and is negotiated as a one-off penalty for breach of the Customer's obligations.

### XIII. Change bid

- 1. The Operator is entitled at any time to change the current offer of provided services, including prices or any parameters of provided services (including services already existing), with immediate effect, while the Terms of Service are maintained for whole paid period for the customers who have paid the service previously.
- 2. The Operator has the right at any time to apply the so-called action offer, for example by providing a new service or a new ancillary service to the current variants for the



introductory prices, by applying a time-limited preference to the given service, eg. reductions, reductions or forgiveness of the founding fee, increased use of the service, or the provision of the additional service or technology chosen free of charge, etc. including any combination of several types of benefits at the same time. The services provided under the action offer are governed by the published terms and conditions of the action offer for the period specified by the Operator. All services that are already in place at the moment of the publication of an action offer or are ordered after the end of the action offer are not entitled to receive preferential terms. The Operator determines the possibility of changing the existing Client's current service to the service according to the specification of the offer and this change is not enforceable by the Customer in any way. The Operator reserves the right to change, extend or prematurely terminate published action offers at any time without compensation.

- 3. An operator shall have the right to remove any service from its offer at any time. The customer who uses the service withdrawn from the offer is entitled to its operation in its original scope, but not for its modification, extension or change. The Customer has the option of agreeing with the Operator the transfer of such service to any of the services according to the Provider's current offer. The Operator may invite the Customer to change the service according to its current offer at a certain date after which the operation of the original service will be terminated. If the Customer does not change the service used on the basis of this request of the Operator, the Customer is not entitled to a refund of the payments made in connection with the operation of the original service.
- 4. Adequate modification on the Operator's website shall be deemed to be sufficient information on the change of offer under this paragraph .

## XIV. Payments

- 1. Operation of the Service is ensured by the Operator upon conclusion of the Agreement with the Customer for the period selected by the Customer in the order.
- 2 . By completing the order of any service offered by the Operator, the Customer expresses his / her interest in obtaining and using the ordered service, and at the same time understanding the content of the offer under which the Customer made the order. If necessary, the Customer can obtain more detailed information about a particular offer in the Operator's Knowledge Base or by asking the Operator's customer support. By completing the order, the Customer also expresses his / her consent to the price applied to this service. Prices for services are set on the basis of a price list, which is placed on the Operator's website and which is currently valid. Unless otherwise stated on the site, the offered service prices are published with VAT included. Based on completed order and payment the Operator will send the Customer an invoice for the ordered service to the contact email . The price can be changed based on the newly issued price list.
- 3 . The Customer acknowledges and agrees that the services ordered will be delivered to the Customer only upon receipt of the agreed and identifiable payment for the Service to the Operator's account.
- 4 . The Customer acknowledges and agrees that he is responsible for making the payment to the Operator himself. Any fee related to making a payment must be paid by the Customer, not by the Operator. It is mainly eg. outgoing payment fee, international payment fee, on-line payment card fee, etc.
- 5 . After crediting the payment by the Customer to the account of the Operator, the Operator shall issue a regular tax document for the payment made, which shall be delivered to the Customer in a manner consistent with the relevant provisions of the legal order. Customer explicitly agrees in accordance with § 26 par. 3 of Act. No. 235/2004 Coll. as amended, so that the tax document is issued in electronic form and sent via email . The provider can also send tax documents in another appropriate way. Prices are subject to VAT under applicable law. In accordance with these rules, the tax documents indicate the date of the chargeable event.

- 9. The Customer may at any time request the premature termination of the operation of the commissioned service by using the form provided on the website [www.hotspotzavar.sk](http://www.hotspotzavar.sk). Unless the Customer uses or continues to use the service to the extent ordered, the Customer shall not be entitled to any return of any payments previously made to the Provider in connection with such service.
- 10. The Customer is entitled to claim in writing the tax documents issued within 15 days of their receipt . Later claims will not be considered.

## XV. Hotspot Zavar Services Solutions

- 1. The service is used to connect to the Internet via broadcasting points. Access points that are deployed at suitable locations to cover building spaces . Each transmitting point has only a limited range and therefore, the service is not available beyond this range.
- 2. The customer acknowledges that in the case of a weak signal, the transmission speed is slowed down, or the connection failures may occur. Therefore, the customer must remain in the premises with sufficient signal for the service to function properly.
- 3. The customer must use only devices that do not interfere with the Operator's network operation, are not in conflict with the law and protected rights of third parties and meet all approval and other requirements for use in the Slovak Republic. The customer acquires the necessary hardware and software needed to access the network and takes all measures to protect his data as well as measures to prevent intrusion into his network and its resources. Customer is responsible for the functionality of its devices and other resources needed to access the Internet.
- 4. The service can only connect one device to which it is bound based on the physical address of the device (so-called MAC address). The service is automatically bound to the device through which the order and payment were made.
- 5. In case of loss, permanent malfunction or damage of the equipment, the customer must prove the above mentioned fact by sending the document also with the new device identifier (so-called MAC address) to the address of the service provider

GOLEMTECH MA s. r. o., Trnavská 524/20, Cifer 919 43, in order to be activated replacement equipment if the service is in force for more than 3 weeks.

- 6. The service is available and operated only in apartment buildings at the addresses Poronda 1-28, Zavar.

## XVI . Common provisions

- 1. The Customer undertakes to inform the Operator in writing and without undue delay of the threat of damage and its possible amount. Violation of this obligation will void the Customer's right to damages.
- 2. In all cases where the Operator is liable for any damage incurred to the Customer, and this liability is not excluded by these Terms and Conditions or the law and the actual occurrence of damage occurs, the Operator is obliged to pay only demonstrably incurred damage, while its maximum possible height covenants on the amount of 100, - Euros , regardless of whether the actual damage is higher.
- 3. In cases where the Operator is entitled to a contractual penalty, the Operator is entitled to claim damages in addition to the contractual penalty, even to the extent that the contractual penalty exceeds the damage.
- 4. These General Terms and Conditions apply in all contractual relations between the Customer and the Operator, unless special contractual terms or special separate arrangements stipulate otherwise for a specific contractual relationship .

# XVI I . Information and some special rules for Consumer Customers

## A. Mandatory Information

1. The operator shall notify the customer who is a consumer in accordance with the provision of § 1811 par . 2 and § 1820 para . 1 the following information:

- - Web Site of the Operator [www. hotspotzavar.sk](http://www.hotspotzavar.sk) contains information about the Operator's identity, including all contact details (telephone number, registered office, etc.).
- - Web Site of the Operator [www. hotspotzavar.sk](http://www.hotspotzavar.sk) contains a list of services offered by the Operator for sale or brokerage.
- - The cost of means of distance communication does not differ from the basic rate (in the case of Internet and telephone connection according to the conditions of your operator), these costs are paid by the Customer. The operator does not charge any additional charges.
- - The Operator requires payment of the price prior to commencement of performance of the Service by the Customer.
- - The prices of the Operator's services are stated on the Operator's website with VAT included, including all fees stipulated by law.  
- Prices of services, including taxes and duration of this price, result from the current offer of the Operator and the currently valid Price List and from these General Terms and Conditions.
- - The method of payment is based on these General Terms and Conditions.
- - If the Customer is a consumer, he is entitled to withdraw from the contract concluded with the Operator within a period of 14 days running from the conclusion of the contract, which shall be sent to the address of the Operator's place of business or on the withdrawal form which is available on the Operator's website [www.hotspotzavar.sk](http://www.hotspotzavar.sk) .
- - Closed contract, respectively. the relevant tax document will be stored in the Operator's electronic archive
- - for complaints, the consumer may contact the supervisory authority or the state supervisor.
- - supervision of the seller's compliance with the consumer's obligations is the Slovak Trade Inspection, specifically the office of the SOI Inspectorate for the Trnava Region, Pekárska 23, 917 01 Trnava 1, department of supervision, phone no.: +42133 / 321 25 21, +42133 / 321 25 27; email: [tt@soi.sk](mailto:tt@soi.sk)

2 . Claim procedure

a) Complaint method

- a1) When filing a complaint, the Operator must notify the Operator in writing, without undue delay, after the defective performance has been ascertained, and shall describe them in detail. The written objection must include at least:
  - - name, surname, company and ID, Customer
  - - identification data
  - - description of defect or complaint

- - the proposed method of resolving the claim, including specifying the liability for defects
- a2) In the case of documents sent by the Customer to the Operator's address, which do not contain the above-mentioned data necessary for the proper application of the complaint, these will not be qualified as complaints.
- a3) A written complaint will be sent to GOLEMTECH MA s. r. o., Trnavská 524/20, Cífer , 919 43

#### b) Method and deadlines for handling the claim

- b1) The Operator is obliged to settle the claim of the Customer, who is a consumer, within a period without undue delay, reasonable complexity and nature of the claimed defect , no later than 30 days from the date of the claim, unless the Operator and the Customer agree on a longer period.
- b2) After reviewing the enclosed documents, the Operator may resolve the claim as follows:
  - b2.1) acknowledges the claim as justified and remedies it
  - b2.2) will not accept the claim as justified

It informs the Customer about the way of handling the claim.
- b3) Unauthorized Complaint In the event of an unjustified complaint, the Operator has the right to charge the Customer the amount corresponding to the cost of the Complaint Procedure (only in the case of Non-Consumer Customers).

## B. Information on the right of withdrawal in accordance with § 1829 of the Civil Code

### 1. The right to withdraw from the contract

- 1.1 Within 14 days you have the right to withdraw from this Agreement without giving any reason.
- 1.2 You have the right to withdraw from the contract without giving any reason within 14 days of the day following the date of conclusion of the contract.
- 1.3 For the purpose of exercising the right of withdrawal, you must inform GOLEMTECH MA s. r. o., ID No. 56 263 902, with its registered office at Trnavská 524/20, Cífer, Postal Code 919 43, Slovak Republic, registered in the Commercial Register kept at the Regional Court in Trnava, II . 56839 / T , [www.hotspotzavar.sk](http://www.hotspotzavar.sk) , e-mail: [helpdesk@hotspotzavar.sk](mailto:helpdesk@hotspotzavar.sk) in the form of a unilateral legal actions (for example, a letter sent through a postal service provider or by email). You can use the attached sample withdrawal form, but it is not your responsibility. On our website [www.hotspotzavar.sk](http://www.hotspotzavar.sk) you can also electronically fill out and submit a withdrawal form or any other clear statement. If you use this option, we will immediately send you a confirmation of receipt of this notice of withdrawal.
- 1.4 "In order to comply with the withdrawal period, it is sufficient to send the withdrawal before the expiry of the relevant period."

### 2. Consequences of withdrawal

- 2.1 . If the Customer withdraws from a contract concluded with the Operator (whose subject matter is the provision of services) and the Operator has commenced performance on the explicit request of the consumer before the expiry of the withdrawal period, the Customer shall pay the Operator a proportionate price for the performance provided from the moment of withdrawal.

- 2.2 Since we provide services, there are no costs associated with returning the goods, the costs of withdrawal ( ie mainly postage, etc.) are borne by you.

## C. Consumer Customer Statement

The Customer expressly requests that the Operator start to provide the Service according to the concluded Contract with the Operator before the expiry of the 14- day period for withdrawal from the Contract, and further agrees and acknowledges that if the digital content(according to contract) delivered to him is not on a tangible medium prior to the expiry of this withdrawal period, he / she is not entitled to withdraw from the Contract.

In case of violation of the General Conditions and rules for consumer protection apply to the customer consumer provisions of these terms and conditions and rules and legal provisions that are more favorable to the consumer and to serve in his favor.

## XVII. conclusion

- 1. Both Parties undertake to maintain, during and after the termination of the contractual relationship, all information relating to all services provided by the Operator. This does not limit or reduce the right to compensation for damages caused by breach of confidentiality. All communication between the Operator and the Customer is considered strictly confidential. Both Parties undertake not to provide any information relating to the mutual business relationship, including communications, to third parties without the prior written consent of the other Party. An exception is the publishing of marketing information by the Operator on its Customers, which may be used on the HOTSPOT ZAVAR website and, where appropriate, in its marketing and advertising material. Another exception is the breach of confidentiality in the case of a request for information to law enforcement authorities. An exception is also the provision of positive references and recommendations on good service quality.

- 2. All provisions between the Operator and the Customer shall be governed by the valid and effective Slovak law and, in addition to these General Terms and Conditions, or other contractual terms and conditions of the Operator, also by all statutory regulations, in particular Act. no. 127/2005 Coll. as amended, Act. no. 480/2004 Coll. , 513/1991 Coll. as amended, 40/1964 Coll. as amended.

- 3. The Operator may change any part of the Agreement or the Terms and Conditions at any time, with effect from the first day of the following calendar month following the publication of the changes at [www.hotspotzavar.sk](http://www.hotspotzavar.sk) , unless these Terms and Conditions specify a different term. By maintaining the operation of its services even after the Contract, Terms, Conditions, or other related documents have been changed, the Customer gives its explicit consent to the new wording of these documents and their full acceptance of their services.

However, Customer has the right to refuse changes to the Agreement or to the Terms and Conditions, and has the right to terminate this Agreement without giving any reason and without any penalty within 30 days of the date of publication of the changes at [www.hotspotzavar.sk](http://www.hotspotzavar.sk) .

These Terms and Conditions are valid and effective as of 01/05/2019 , replacing all existing Contracts, Terms, Terms and Conditions and Contractual Arrangements . This Agreement and the Terms apply to all services provided by the Operator.