



# GENERAL BUSINESS TERMS AND CONDITIONS

## I. INTRODUCTION PROVISIONS

1. These General Business Terms and Conditions (hereinafter „Conditions“) were issued by the company KELTA Cube, s.r.o. (Ltd.) with its seat at Kopčianska street No. 92/D, 851 01 Bratislava, Slovak Republic, identification number (IČO): 46 428 640, registered in the Business register of Bratislava I District Court, Section: Sro, Insert No.: 100826/B (hereinafter as “Company”), exclusively for the academy.kelta.com website (hereinafter as „Website“).
2. The Conditions lay down the rights and obligations of the parties under the purchase agreement concluded by the buyer and the seller. The seller is the Company (hereinafter as “Seller”). A purchaser is any party who complies with the conditions specified in this Conditions via the Seller’s Website (hereinafter as “Purchaser”). The subject of a concluded purchase agreement is the purchase and sale of on-line products in the Seller’s e-shop at the Website (hereinafter as “Product(s)”). A product likewise includes the registration of the Purchaser on the on-line portals operated by the Seller.
3. By entering, connecting to, accessing, or using the Company’s Products and services you acknowledge that you have read and understood the Conditions and you agree to be bound by them and to comply with all applicable laws and regulations regarding your use of the Products and services, and you acknowledge that these terms constitute a binding and enforceable legal contract between the Company and you.
4. By accepting these Conditions, you represent that any and all information you provide us is true and accurate.

## II. CONCLUSION OF THE PURCHASE AGREEMENT AND ORDERING TERMS AND CONDITIONS

1. Providing all required data and pertinent details required to place an order on the Seller’s Website is considered a condition for concluding a purchase agreement. An order constitutes a draft purchase agreement. Formal confirmation of an order from the Seller is not required to conclude a purchase agreement. A purchase agreement is considered concluded upon delivery of the Product and is subject to the terms hereof.
2. The Purchaser commits to pay the purchase price for the Product acquired via the Website at the time the Product is ordered. The Seller shall deliver the Product to the Purchaser for the purchase price valid at the moment the order is placed. The Company reserves the right to cancel the Purchaser’s order if there are clear errors and inaccuracies concerning the details and the purchase price for the delivered Product. The purchase price is considered paid once credited to the Company's

account. The Company retains title to the Product until payment of the purchase price in full. An invoice issued under the purchase agreement between the Seller and the Purchaser likewise constitutes a tax record and is sent to the Purchaser electronically.

3. The Purchaser shall pay the purchase price for provisioning the Products using the payment system on the Website.
4. The delivery term for the Product is 48 hours from receipt of payment by the Company. A delivery term may be extended given the circumstances if such delay is caused by circumstances not attributable to the Company. The Company shall notify the Purchaser of the expected date of delivery.
5. The Product is delivered to the email address specified by the Purchaser in the order. A form of delivery is selected when placing the order. Costs to deliver merchandise depending on the method of sending and receiving the merchandise are specified in the Purchaser's order and in the Seller's order confirmation. If the method of transport is agreed upon special request from the Purchaser, the Purchaser shall bear all risks and additional costs associated with such form of transport.
6. Order by a natural person is an expression of a unilateral legal act, by which the buyer – natural person, who is not an entrepreneur expresses his or her interest in the supply of the online Products provided by Company for the price stated in the order to. Such order also represents draft purchase agreement in the sense of section 52 in conjunction with section 588 and the following Act no. 40/1964 Coll. Of Civil code as amended (hereinafter the "Civil Code"), works contract in the sense of section 631 followed by Civil Code or any other type of contracts from the buyer's side. Buyer enters into legally binding relationship with Company under the contract concluded remotely in accordance with provisions of section 2 (1) of Act no. 102/2014 Coll. on Protection of Consumer related to selling or providing services based on Distant Contract, or a Contract Concluded outside Operational Premises of the Seller and on Amendments and Supplements to certain laws as amended (hereinafter "Act no. 102/2014 Coll.").
7. Order by a legal person is an expression of a unilateral legal act by which the buyer – a legal person or a natural person who is an entrepreneur expresses his or her interest in the supply of the online Products provided by Company for the price stated in the order to. Such order also represents draft purchase agreement in the sense of section 409 and the following Act no. 513/1991 Coll. Commercial Code as amended (hereinafter "Commercial Code"), works contract in the sense of section 536 and the following Commercial Code or any other type of contracts from the buyer's side. Buyer enters into legally binding relationship with Company under the contract concluded in accordance with provisions of Commercial Code, mainly according to the section 269 (2), section 409 and section 536 of the Commercial Code.

### III.

## RIGHTS AND OBLIGATIONS OF THE PURCHASER

1. The Purchaser orders Products, the sale of which is facilitated by the Seller.
2. The Purchaser shall pay the purchase price for the products delivered by the Seller under the payment terms defined herein.
3. The Purchaser has the obligation to provide accurate information for the purposes of concluding the purchase agreement with the Company.
4. The Purchaser will not impersonate any person or entity, nor will it misrepresent that it is associated with any other person or entity. The Company is not liable for damages resulting from a violation of this obligation by the Purchaser.
5. The Purchaser commits to follow these Conditions when handling the Product: they will not publish or disseminate any defamatory, threatening, obscene, harmful, pornographic, or other unlawful material or material in any way that could infringe upon or restrict the rights of others (including intellectual property, confidentiality or privacy rights), or cause problems or inconvenience in connection with ordering the Product. They will not copy, download, reproduce, republish, broadcast or otherwise disseminate the Product.
6. Products sold on the website are the exclusive intellectual property of the Company under Act No. 185/2015 Coll., the Copyright Act. The Purchaser may use the provided Products exclusively for their own purposes. It is not authorized to disseminate or otherwise provide Products to third parties in any way.
7. The Purchaser is obliged to regularly review the current text hereof.

### IV.

## RIGHTS AND OBLIGATIONS OF THE SELLER

1. The Seller has the right to the full and timely payment of the amount invoiced to the Purchaser.
2. The Seller shall deliver purchased product to the user in accordance herewith.

## V. PERSONAL DATA PROTECTION

1. All personal data are processed in accordance with the Act no. 18/2018 on personal data protection and amending and supplementing certain Acts and the REGULATION (EU) 2016/679 OF THE EUROPEAN PARLIAMENT AND OF THE COUNCIL of 27 April 2016 on the protection of natural persons with regard to the processing of personal data and on the free movement of such data, and repealing Directive 95/46/EC (General Data Protection Regulation) and the applicable national legal standards concerning personal data processing. More information in the Company's Privacy Policy available on the Website.

## VI. WARRANTY CONDITIONS AND LIABILITY FOR DEFECTS

1. The Seller is not liable for any financial, material or other damages incurred by the Purchaser in connection with the delivery of Products from the Company.
2. If defects appear in the Company's on-line Product:
  - + In the case of repairable defects, the Purchaser has the right to the full and timely remedy of such defect at no charge. The Company shall remedy such defect without any undue delay. Instead of such remedy, the Purchaser may request the replacement of the item, or, if the defect only affects a part of the item, then the replacement of specific components, if such fact will not incur excessive costs for the Company with respect to the price of Product and the severity of the defect. Instead of remedying a defect, the Company may exchange a defective item for a flawless item, if such action would not cause the Purchaser undue difficulty.
  - + If there is a defect that cannot be repaired and this defect prevents the item from being used properly without defects, the Purchaser is entitled to have the item replaced or withdraw from the agreement. The Purchaser is attributed the same rights if the defect can be repaired but the Purchaser is unable to properly use the item because the defect recurs after repair or if there are a larger number of defects. These are irreparable defects, and the Purchaser has the right to a corresponding discount from the price of the item.



## VII. THIRD-PARTY SERVICES

1. The Product may be available on and/or linked to through certain third-party websites and other third-party services (hereinafter as “Third Party Services”). Such Third-Party Services are independent from the Product. You hereby acknowledge that the Company has no control over such Third-Party Services, and further acknowledge and agree that the Company is not responsible for the availability of Third-Party Services and does not endorse and is not responsible or liable for any goods, services, content, advertisements, products, or any materials available on and/or through such Third-Party Services.
2. You further acknowledge and agree that the Company shall not be responsible or liable, directly, or indirectly, for any damage or loss whatsoever caused, or alleged to be caused, by or in connection with use of or reliance on any goods, services, content, products or other materials available on or through any Third-Party Services. Most Third-Party Services provide legal documents, including terms of use and privacy policy, governing the use of each such Third-Party Services, their contents, and services. We encourage you to read these legal documents carefully before using any such Third-Party Services.

## VIII. WITHDRAWAL FROM THE AGREEMENT

1. By sending an order, the Purchaser confirms their consent to the provisioning of electronic content other than on a tangible medium and declares that they have been instructed that by issuing such consent, they lose the right of withdrawal under §7 (6)(I) of Act No. 102/2014 Coll., on Consumer Protection in the Sale of Goods or Provision of Services Based on a Long-Distance Contract or Contract Concluded Outside of the Seller’s Premises and amendment of certain acts.

## IX. DISPUTES AND SUPERVISORY AUTHORITIES

1. For all disputes under these Conditions as well as for all successive legal relationships between contractual parties, exclusive jurisdiction is conferred to Slovak courts in the sense of the provisions of section 37e (2) Act no. 97/1963 Coll. concerning private international law and the rules of procedure relating thereto, as amended, while the local jurisdiction of Slovak courts is given in the sense of Act no. 160/2015 Coll. on Civil Procedure as amended. The parties have exercised the choice of authority via these Conditions in compliance with Article 25 (1) letter. a) Regulation (EU) No 1215/2012 of the European Parliament and of the Council on jurisdiction and the recognition and

enforcement of judgments in civil and commercial matters (Brussels I). The parties have exercised the choice of right in compliance with Article 3 (1) Regulation (EC) No. 593/2008 of the European Parliament and of the Council on the law applicable to contractual obligations (Rome I), while the decisive right is represented by substantive rules of the Slovak Republic.

2. Consumers have the right to recourse to Company with a request of remedy (via e-mail to support@kelta.com), if they are not satisfied with the way how Company handled their complaint or if they assume that Company violated their rights. If Company responds to this application in a negative way or later than within thirty (30) days from the day it was sent, consumers have the right to make a proposal for starting alternative dispute resolution to alternative dispute resolution entity (hereinafter as “ADR entity”), in compliance with Act no. 391/2015 Coll. on alternative dispute resolution for consumer disputes and amendments to certain laws as amended (hereinafter as “Act No. 391/2015”), while these entities are understood as authorities and authorised legal persons according to provision 3 Act no. 391/2015 Coll. The propositions can be made by methods determined according to provision 12 Act no. 391/2015 Coll.
3. Consumers can submit a complaint also through alternative dispute resolution platform (ADR platform), which is available online at [http://ec.europa.eu/consumers/odr/index\\_en.htm](http://ec.europa.eu/consumers/odr/index_en.htm).
4. Alternative dispute resolution can be used only by the following type of consumers: natural person who does not act within subject of his or her business activities, job or occupation when concluding and fulfilling consumer contract. Alternative dispute resolution is related only to disputes between consumers and the seller which results from the consumer contract or related to the consumer contract. Alternative dispute resolution is related only to distance contracts. Alternative dispute resolution is not related to disputes where the dispute value does not exceed the amount of 20 EUR. ADR entity can require consumers to pay a fee for starting the alternative dispute resolution in the maximum amount of 5 EUR with VAT.
5. Supervision of compliance with Act no. 102/2014 Coll. and Act no. 22/2004 Coll. on Electronic Commerce and on Amendment of Act no. 128/2002 Coll. on State Inspection of Inner Market in Consumer Protection Affairs and Amendment of Other Acts, as amended by Act no. 284/2002 Coll. is carried out by The Slovak Trade Inspection according to specific regulations and by The National Bank of Slovakia in regards to protection of financial consumers related to information society services.
6. The Slovak Trade Inspection comprises the following inspectorates: The Inspectorate of the Slovak Trade Inspection with the seat in Bratislava for the region of Bratislava, address: Bajkalská 21/A, P. O. BOX č. 5, 820 07 Bratislava; The Inspectorate of the Slovak Trade Inspection with the seat in Trnava for the region of Trnava, address: Pekárska 23, 917 01 Trnava 1; The Inspectorate of the Slovak Trade Inspection with the seat in Trenčín for the region of Trenčín, address: Hurbanova 59, 911 01 Trenčín; The Inspectorate of the Slovak Trade Inspection with the seat in Nitra for the region of Nitra, address: Staničná 9, P.



7. O. BOX 49A, 950 50 Nitra; The Inspectorate of the Slovak Trade Inspection with the seat in Žilina for the region of Žilina, address: Predmestská 71, P. O. BOX B-89, 011 79 Žilina 1; The Inspectorate of the of the Slovak Trade Inspection with the seat in Banská Bystrica for the region of Banská Bystrica, address: Dolná 46, 974 00 Banská Bystrica 1; The Inspectorate of the Slovak Trade Inspection with the seat in Prešov for the region of Prešov , address: Obrancov mieru 6, 080 01 Prešov 1; The Inspectorate of the Slovak Trade Inspection with the seat in Košice for the region of Košice address: Vrátna č. 3, 043 79 Košice 1.

## **X. JURISDICTION**

1. The Company is legally registered as a Ltd (SRO) in the Republic of Slovakia and it legally operates in the Republic of Slovakia in accordance with all laws of the European Union.
2. It is the responsibility of the potential Purchaser to inform his or herself regarding the local laws in his or her home jurisdiction. The Company does not have any responsibility for any tax or other obligations the Purchaser may have in his or her country as a result for involvement in the Company project.

## **XI. FINAL PROVISIONS**

1. The Company may alter the contents hereof. Therefore, it is in the Purchaser's own interest to review the Conditions on a regular basis and to regularly review potential changes thereto on a regular basis. The current form hereof is valid from the date of its publication on the Website.
2. Legal arrangements between the Purchaser and the Company are stipulated herein and subject to valid Slovak law.
3. The Purchaser and the Company hereby declare that this manifestation of their will was done freely and seriously, not in distress, or under otherwise unfavorable conditions.
4. The Purchaser declares that all data provided to the Company is accurate, complete and corresponds to reality. The Purchaser shall immediately inform the Company of any changes to such data.
5. At any time, the Company may block your access to the Product, for any reason, at its sole discretion, in addition to any other remedies that may be available to the Company under any applicable law. Such actions may be taken if the Company deems that you have breached any of these Conditions in any manner.



6. Additionally, the Company may at any time, at its sole discretion, cease the operation of the Product, temporarily or permanently, without giving any prior notice. You agree and acknowledge that Company does not assume any responsibility nor liability with respect to, or in connection with the termination of the Product and/or loss of any data.

