### **GENERAL TERMS OF USE**

### 1. Terms and definitions

1.1. For the purposes of these General Terms of Use and for the purposes of the DEALock Application, the following terms shall have the following meanings:

**DEALock** means the application called DEALock provided and operated by DEALock j.s.a., Pribinova 25, 811 09 Bratislava, ID No.: 55033938, registered in the Commercial Register of the District Court Bratislava I, Section Sja, Insert No. 254/B, which is available via the website www.dealock.com and through which the Users have access to the individual functionalities of the DEALock Service.

**DEALock Service** means the online service offered through the DEALock Application, whose role is to mediate contact and information between DEALock Users.

**DEALock Service Fees** means the fees set by DEALock j.s.a. for the use of the individual functionalities of the DEALock Application, as notified to the User prior to the start of the use of the DEALock Application. Changes to the DEALock Service Fees shall be effective in relation to the User at the end of the current subscription period. The obligation to pay the DEALock Service fees does not apply to the time-limited free access to the DEALock Service for the duration specified by DEALock j.s.a. (free trial).

**Helpdesk** means the DEALock application administrator authorized by DEALock j.s.a. who reviews requests from interested parties for access to the DEALock Service, approves requests and grants access to the DEALock Service, reviews violations of the rules of conduct by Users, and is authorized to revoke a User's access to the DEALock Service.

**Personal data** means any information relating to an identified or identifiable natural person that is subject to special protection under data protection legislation.

**Account** means a profile created for a User on the DEALock Service by completing a registration form, which is protected by a password specified by the User.

User means a user of the DEALock Service, which may be a Full Access User or a Limited Access User.

**Full Access User** means a User who has been granted full access to all individual functionality of the DEALock Service by the operator of the DEALock Service. A Full Access User may be any legal or natural person.

**Limited Access User** means a User who has been granted limited access to the DEALock Service by a DEALock Service Operator or Corporate User. A Limited Access User may be any natural person or legal entity. Only certain functionalities are available to a Limited Access User.

**Corporate User** means a User with full access who has been granted full access to the DEALock Service by the DEALock Service Operator. A Corporate User can only be a legal entity (hereinafter also referred to as a "Corporation"). Within the Corporation, full access to the DEALock Service is granted to the

Corporate Administrator as the representative of the Corporate User, who decides what functionality will be made available to individual Managers within the Corporation, based on the number of DEALock User Accesses purchased by the Corporation.

**Transaction** means entering into a transaction involving the sale of the Company or a business or part of a business of the Company or the transfer of an interest in the Company or an Investor's entry into the Company by any means offered under the deal in DEALock. Any entering into a Transaction between a Seller and a Buyer, regardless of form, is not part of the DEALock Application.

**Parties** means DEALock j.s.a. as the provider of the DEALock Service, on the one hand, and the User as the subscriber of the DEALock Service, on the other hand, unless otherwise stated in these Terms of Use.

**Contractual relationship** means the DEALock Service Agreement between DEALock j.s.a. as the provider of the DEALock Service on the one hand and the User as the subscriber of the DEALock Service on the other hand, which is concluded by the User's acceptance of the Terms of Use and the registration and creation of the User's Account in the DEALock Service.

**Confidentiality Agreement** means a confidentiality agreement entered into between Users in which a User undertakes in relation to another User not to disclose confidential information about the deal or the Company to any third party or to use the information for any purpose other than for the purpose of effecting a Transaction.

### 2. Introductory provisions

- 2.1 These Terms of Use govern the terms of use of the DEALock Service. The User shall read these Terms of Use before using the DEALock Service, agree to the Terms of Use and comply with the obligations set forth in the Terms of Use at all times while using the DEALock Service. If the User does not agree to these Terms of Use or any part thereof, the User is not entitled to use the DEALock Service. By agreeing to the Terms of Use electronically prior to the first use of the DEALock Service, the User signifies that he/she agrees to these Terms of Use.
- 2.2 DEALock j.s.a. offers, through the DEALock Service, a platform through which Users can contact each other in relation to posted deals for the purpose of negotiating the deal, the terms of the Transaction and the subsequent conclusion of the Transaction.
- 2.3 DEALock j.s.a. does not investigate whether a deal is recommended or suitable. DEALock j.s.a. does not conduct any due diligence on the deal or due diligence on the Company. All services offered by DEALock j.s.a. through the DEALock Service and information provided through the DEALock Platform are intended solely for Users for general informational purposes. Each User is responsible for being familiar with, and responsible for compliance with, all laws and regulations applicable to it in any jurisdiction.
- 2.4 The DEALock Service does not include the provision of advice or opinions. DEALock j.s.a. assumes no responsibility for the timeliness, accuracy, completeness or quality of the input data provided by Users. DEALock j.s.a. does not provide investment, legal or other advice or recommendations relating to the deals or the sale of the Companies. The information accessible through the DEALock Service is general

and does not include DEALock j.s.a.'s analysis of the deals, nor does it take into account Users' characteristics or current situation, knowledge or experience or the extent of their risk assessment capabilities.

- 2.5 Users interested in the deal are required to review, evaluate, analyze or consult with their investment, tax, legal, accounting and other advisors.
- 2.6 DEALock j.s.a. does not act as an intermediary. It is not part of the DEALock Service to provide assistance on behalf of Users in order to reach agreement on a Transaction. Information regarding the deal is provided solely by the User without any modification of the information by DEALock j.s.a.
- 2.7 DEALock j.s.a. is the copyright and proprietary rights holder of the DEALock application and all of its components. By agreeing to these Terms of Use, the User agrees not to infringe DEALock j.s.a.'s rights in relation to the DEALock application and all of its components and the intellectual property rights belonging to DEALock j.s.a.
- 2.8 By registering User on the DEALock Service and agreeing to these Terms of Use, User is granted a non-exclusive, royalty-free license to use the DEALock Service in accordance with these Terms of Use. User is not entitled to sublicense the DEALock Service.

### 3. Terms and Conditions of DEALock Service

- 3.1 The DEALock Service is an online service offered and operated by DEALock j.s.a. through a web portal at www.dealock.com, whose role is to mediate contact between DEALock Users for the purpose of concluding a Transaction. The DEALock service is the property of DEALock j.s.a. Users are provided with information that enables them to obtain information about deals and, on the basis of this information, to enter into negotiations with other Users. Negotiations between Users and the conclusion of a Transaction are not part of the DEALock Service. DEALock j.s.a. is not responsible for the conduct of negotiations between Users or for the conclusion of the Transaction.
- 3.2 DEALock j.s.a. shall, upon proper compliance by the User, including accurate, truthful and complete completion of the registration application and payment of the DEALock Service fees, activate the User's DEALock Account and allow the User to access the DEALock Service's subscription features during the subscription period. The User agrees to use the DEALock Service in accordance with, in the manner and subject to the terms and conditions set forth in these Terms of Use, and to pay the DEALock Service fees.
- 3.3 DEALock j.s.a. assumes no responsibility for the timeliness, correctness, completeness or quality of the input data provided by Users. Any actions relating to the provision of advice in connection with the negotiation of the Transaction shall remain the sole responsibility of the Users and shall be subject to separate agreements between the Users. Users are obliged to provide their own advisors of their own choice.
- 3.4 The User shall not in any way make the DEALock Service available to third parties by providing his/her login credentials to a third party, nor shall the User decompile or in any way modify the DEALock Service software. The User may copy and export data or information about an deal that he has posted or maintains on the DEALock Service and disclose such data or information to a third party, provided that

he is not prevented from doing so by any restrictions to which he is bound. The User agrees not to infringe DEALock j.s.a.'s intellectual property rights, including the intellectual property rights of DEALock j.s.a.'s subcontractors, relating to the DEALock Service. The User undertakes not to infringe the intellectual property rights of other Users or third parties in connection with the use of the DEALock Service.

3.5 To the extent that the DEALock Service contains links and advertisements to third party content, DEALock j.s.a. is not responsible for such third party content.

## 4. User identification and registration

- 4.1. The person interested in granting access to the DEALock Service shall fill in the registration form on the website <a href="www.dealock.com">www.dealock.com</a> and send the completed registration form via the Helpdesk to the DEALock Service operator. The person interested in granting access to the DEALock Service accepts that DEALock j.s.a. verifies the identification data and information provided in the registration form by e-mail and/or telephone via the Helpdesk. Based on the information provided, the Helpdesk will evaluate the registration request and grant access to the DEALock Service and grant access to the DEALock Service or reject the registration request. There is no legal right to be granted access to the DEALock Service. The User accepts that DEALock j.s.a. shall be entitled to terminate the User's Account and prohibit the User from accessing the DEALock Service in the event that the User breaches the Terms of Use, and there shall be no legal claim by the User for damages or a refund of the license fee paid for access to the DEALock Service.
- 4.2. The person interested in granting access to the DEALock Service undertakes to prove his/her identity before registering in the DEALock Service by providing identification data to the extent required by the DEALock Service operator and, in the event of a change in any identification or contact details, to inform the Helpdesk of such change.
- 4.3. Upon registration and granting access to the DEALock Service, the User is required to provide billing information for the issuance of an invoice for the payment of fees for the use of the DEALock Service. The User shall notify DEALock j.s.a. of any change to the User's billing information.
- 4.4. The Helpdesk shall be entitled to request the User at any time to submit any additional data, supplementary information and documents, in particular, but not limited to, detailed information regarding the authorisations to act on behalf of the company, financial and commercial documents.
- 4.5. DEALock j.s.a. assumes no responsibility for any consequences arising for the User due to the failure to notify changes or late notification of changes to the identification data and for deficiencies in the authenticity or validity of the data, documents and information submitted by the User during registration and/or during the use of the DEALock Service.
- 4.6. The User's acceptance of the Terms of Use, registration and creation of the User's DEALock Account creates a contractual relationship between the User as the subscriber of the DEALock Service and DEALock j.s.a. as the provider of the DEALock Service. The contractual relationship between DEALock j.s.a. and the User is governed by the Terms of Use.

- 4.7. A User account can be created by natural persons or legal entities according to the individual types of Users.
- 4.8. During the registration process, the User is obliged to completely, correctly and truthfully fill in all fields of the registration form marked as mandatory. When creating an Account, the User is obliged to provide true and complete data, otherwise he/she is liable for any damage caused to DEALock j.s.a.. If DEALock j.s.a. discovers that the User has provided false or incomplete information, DEALock j.s.a. is entitled to block or cancel the Account.
- 4.9. By registering, the User consents to the processing of his/her Personal Data by DEALock j.s.a. as the operator of the DEALock Service in accordance with the Privacy Policy available on the website www.dealock.com and generally binding legislation governing the protection of personal data.
- 4.10. The user chooses his/her own login credentials during the registration process. The User is responsible for the protection of his/her chosen password. The login details are for the User's personal use only. Under no circumstances may the User disclose them to third parties.
- 4.11. Registration is complete and the Account is activated only when the User provides (i) acceptance of the Terms of Use and (ii) consent to the processing of Personal Data and (iii) payment of the license fee for the use of the DEALock Service. Payment of the license fee for the use of the DEALock Service is not required to complete the registration and activation of the Account if the User has been granted a time-limited free access to the DEALock Service for a duration determined by DEALock j.s.a. (free trial). By creating an Account, the User confirms that he/she has previously read, understood and agrees to the Terms of Use and consents to the processing of his/her Personal Data.
- 4.12. The User who has posted and made available information about the deal on the DEALock Service accepts that this information will be made available to other Users.
- 4.13. The User agrees to comply with the Terms of Use and to act in accordance with them. Failure to comply with any obligation or any provision contained in the Terms of Use may result in the immediate termination of the User's Account and a prohibition of access to the DEALock Service. DEALock j.s.a. shall not be obliged to give any prior notice to the User or to pay any compensation or refund the license fee paid by the User before cancelling the Account, and the removal of the Account and the prohibition of access to the DEALock Service shall in no way affect DEALock j.s.a.'s rights to recover any damages caused.

### 5. User's representations and warranties

- 5.1. The User represents and warrants to DEALock j.s.a. as the operator of the DEALock Service that:
  - a) is entitled to post the deal on the DEALock Service;
  - b) the information regarding the deal provided on the DEALock Service is true, accurate, not misleading and current in all material respects;
  - c) not post any content on the DEALock Service that infringes the rights of third parties, including but not limited to intellectual property rights;
  - d) shall not post any content which, if detected by a competitor, could lead to collusion prohibited by generally applicable law.

- 5.2. The User represents and warrants to DEALock j.s.a. that:
  - a) the information and documents provided by you to DEALock j.s.a. upon registration or while using the DEALock Service are complete, true and accurate;
  - b) each contract with DEALock j.s.a. to which it is a party is entered into by it as principal, not as agent, in its own name and under its own responsibility;
  - c) has used and will use only its own funds to make any payment in connection with the DEALock Service;
  - d) is aware of the risks associated with the use of the DEALock Service and acknowledges that he/she has duly understood and accepts them.
- 5.3. The User declares and undertakes that it will not:
  - a) use the DEALock Service in violation of these Terms of Use,
  - b) to circumvent the technical limitations of the DEALock Service,
  - c) interfere with or alter the DEALock Service, its functionality and components,
  - d) use the DEALock Service on behalf of another person or allow another person to use the DEALock Service under their own name.
  - e) copy the DEALock Service and its components and make unauthorized reproductions and disclosures of the DEALock Service.
- 5.4. The User agrees to use the DEALock Service only on its own behalf and not for the benefit of any other person. The User may not in any way assign his/her user rights to use the DEALock Service or allow third parties to use the DEALock Service by disclosing his/her login credentials.
- 5.5. User represents and agrees that upon registration with the DEALock Service, User's login credentials shall be deemed to be User's electronic signature, which for the purposes of the DEALock Service shall replace User's handwritten signature and shall be sufficient evidence of User's identification as a party to the DEALock Service Agreement and the Non-Disclosure Agreement. The User agrees that any act in connection with which he enters his login data shall be deemed to be undoubtedly initiated by the User in question, who expressly undertakes to assume all the consequences related thereto.
- 5.6. The User acknowledges and agrees that access to enhanced information about the deal may be subject to the execution of a Non-Disclosure Agreement with the User who posted the deal. In connection with the confidential information of other Users, User agrees, among other things, to:
  - a) maintain at all times the confidentiality of the enhanced information disclosed without time limitation
  - b) not to disclose the enhanced information provided to third parties without the prior written consent of the User who disclosed the enhanced information to the User,
  - c) not to use the enhanced information provided for purposes other than those for which the information was provided through the DEALock Service.
- 5.7. The User grants DEALock j.s.a. consent to the disclosure of any information or documents that may be required in accordance with generally applicable law, the relevant tax, financial, judicial or other authorized authorities.

### 6. User's rights and obligations

- 6.1 The User acknowledges that before entering into a Transaction, the User should properly review the deal and any potential risks associated with it. The User acknowledges that during the negotiation of the deal, it is the User's responsibility to obtain further information about the deal and, if necessary, to secure professional advice. DEALock j.s.a. makes no representations or warranties with respect to the deal or any warranties for the provision of additional information about the deal in the course of negotiations between Users.
- 6.2 The User who posted the deal on the DEALock Service is responsible for any consequences resulting from incorrect information, inadvertent errors or intentional fraudulent conduct in connection with the posted deal.
- 6.3 The User undertakes to refrain from inappropriate use of other Users' confidential information, regardless of the manner in which it was obtained.
- 6.4 The User undertakes to provide DEALock j.s.a. with information in a form and content acceptable to DEALock j.s.a. at the request of the Helpdesk.
- 6.5 The User is obliged to comply with the applicable legislation of the Slovak Republic as well as the applicable legislation in the User's home jurisdiction.
- 6.6 The User shall be fully liable to DEALock j.s.a., other Users and third parties for all his/her actions carried out on the DEALock Service on his/her own behalf using his/her login credentials.
- 6.7 The User undertakes to prevent damages and to indemnify DEALock j.s.a. for damages caused by the violation of the Terms of Use. The User undertakes to indemnify DEALock j.s.a. in the event of claims made by other Users or third parties in connection with a breach of the Terms of Use or a breach of the applicable laws of the relevant jurisdiction.
- 6.8 If the User enters incorrect login credentials, the User will be denied access to the DEALock Service. If the User enters incorrect login credentials three times in a row, the User will be blocked from accessing the DEALock Service, in which case, in order to unblock access to the DEALock Service, the Helpdesk will send the User to the User's email address registered in the DEALock Service the instructions necessary to restore access to the User's Account.
- 6.9 If the User forgets his/her password, a new password will be sent to the User upon his/her request to the Helpdesk, which can be used to create a new password of his/her own. If the User does not receive a new password, the User shall immediately inform the Helpdesk.
- 6.10 If the User suspects that his/her Account has been used by a third party or his/her login credentials have been stolen or lost or his/her login credentials have been accessed by a third party and the security of his/her Account has been compromised, the User is obliged to immediately inform the Helpdesk of this fact. The User shall be liable for damages resulting from the loss, theft or inappropriate use of the login credentials that he/she has not notified DEALock j.s.a. in time via e-mail.

- 6.11 The User is obliged to ensure the protection of his/her device on which he/she uses the DEALock Service and to prevent unauthorized use of the DEALock Service by another person. If unauthorised use of the User's Account occurs, the User shall immediately inform the Helpdesk or DEALock j.s.a.
- 6.12 Together with these Terms of Use, the User undertakes to comply with generally binding legal regulations and good morals when using the DEALock Service and undertakes not to misuse the DEALock Service, in particular to obtain unjustified benefits or to cause damage to another.
- 6.13 The User shall not be entitled to a refund of the DEALock Service fee if the User decides to stop using the DEALock Service before the expiration of the license. DEALock j.s.a. shall not be obliged to refund to the User the aliquot part of the fee paid for the use of the DEALock Service in this case.

### 7. Rights and obligations of DEALock j.s.a.

- 7.1. DEALock j.s.a. is entitled to change its business name, the address of the website through which the DEALock application is accessible to Users, the fees for the services provided, the scope of the services provided or the functionalities of the DEALock application. In the event that the scope of services or functionalities of the DEALock application is reduced during the subscription period, the User is entitled to withdraw from the DEALock Service Agreement and request a refund of the DEALock Service fee. In this case, DEALock j.s.a. is obliged to refund to the User an aliquot part of the paid fee for the use of the DEALock Service without undue delay after receipt of the request.
- 7.2. DEALock j.s.a. is entitled to decide the order in which deals will be displayed on the DEALock Service. The order in which deals are displayed in no way constitutes the opinion or recommendation of DEALock j.s.a. nor shall it be construed as legal, investment or any other advice. DEALock j.s.a. is not responsible for any errors, inaccuracies or omissions in the information about deals provided by Users that are made available to other Users on the DEALock Service.
- 7.3. DEALog j.s.a. does not have access to the content of deals that are not shared publicly by the User and DEALog j.s.a. does not edit, download, monitor or otherwise process these deals. DEALog j.s.a. only has access to statistical data about the deals.
- 7.4. DEALock j.s.a. is entitled to communicate with the User by e-mail or telephone using the contact details provided by the User upon registration.
- 7.5. The DEALock Service is not intended to execute a Transaction or to provide financial, investment, legal or other advice and ends when Users enter into negotiations on a Transaction outside the DEALock Platform based on a Confidentiality Agreement entered into between Users.
- 7.6. DEALock j.s.a. has no control over, and is not responsible for, third party websites and Internet sites that Users access through hyperlinks provided in the DEALock Service. DEALock j.s.a. does not control, test or verify the information and software found on these sites. Allowing you to surf to other websites or Internet sites using hyperlinks shall not be construed as any form of advice, endorsement or approval of the information on that site, nor shall it be construed as an endorsement of the reliability of the security of the websites to which the hyperlinks link.

- 7.7. DEALock j.s.a. makes no warranty of uninterrupted or error-free operation of the DEALock Service and shall not be liable for any temporary outages of while using the DEALock Service. DEALock j.s.a. is entitled to interrupt, suspend or change access to the DEALock Service at any time for maintenance, repair or other reasons, even without prior notice.
- 7.8. DEALock j.s.a. does not provide any guarantees for the IT security of the DEALock Service in the event of unauthorized interference with the security architecture of the individual functionalities of the DEALock Service by Users or third parties and disclaims any liability for unauthorized breaches of the IT security of the DEALock Service.
- 7.9. DEALock j.s.a. processes the Personal Data of Users natural persons in the DEALock Service information system for the purpose of providing the DEALock Service as a data controller in accordance with the Personal Data Protection Policy issued by DEALock j.s.a. and applicable data protection legislation. DEALock j.s.a. shall be entitled to retain the User's Personal Data for a period of two years from the cancellation of the User's Account.
- 7.10. DEALock j.s.a. processes Personal Data only to the extent necessary and to the extent necessary to fulfil the purpose of the processing, subject to the terms and conditions set forth in these Terms of Use and the Privacy Policy available at www.dealock.com. DEALock j.s.a. is the controller of Personal Data within the scope of the terms of this article, which determines the purpose and means of the processing of Personal Data. DEALock j.s.a. undertakes to inform the User of any changes relating to the processing of Personal Data by updating the Privacy Policy document available on the website www.dealock.com. DEALock j.s.a. is entitled to obtain analytical anonymised information about Users for the purpose of evaluating the DEALock application.

# 8. Charges for use of the DEALock Service

- 8.1. The User is informed of the fees applicable to each type of User and the use of the functionalities of the DEALock Service by the DEALock Service Operator after submitting the registration form. DEALock j.s.a. is entitled to unilaterally change the fees related to the DEALock Service at any time, with any change in fees being effective for the User from the period following the end of the current subscription period for the use of the DEALock Service.
- 8.2. DEALock j.s.a. charges the User a periodic fee for the use of the DEALock Service, depending on the type of User, the selected DEALock Service functionality package and the length of the subscription period for the use of the DEALock Service.
- 8.3. The User will be granted access to the DEALock Service upon payment of the full amount of the fee specified by the DEALock Service Operator. Payment of the license fee for use of the DEALock Service is not required for access to the DEALock Service if the User has been granted a time-limited free access to the DEALock Service for a duration determined by DEALock j.s.a. (free trial).
- 8.4. Upon registration, the User selects the length of the subscription period for the DEALock Service. Upon expiration of the subscription period, the User shall automatically renew the use of the same functionalities of the DEALock Service for the same period. If the User fails to pay the fee for the next subscription period, DEALock j.s.a. will cancel the User's Account allowing access to the DEALock Service.

- 8.5. If the User wishes to change the length of the next subscription period, the User must notify the change of the length of the next subscription period electronically via the DEALock Service or by sending a message to the Helpdesk via the DEALock Service.
- 8.6. If the User is not interested in the automatic renewal of the subscription period, the User is entitled to cancel the automatic renewal of the subscription period before the end of the current subscription period, either electronically via the DEALock Service or by sending a message to the Helpdesk via the DEALock Service.

### 9. Intellectual property rights

- 9.1. All DEALock Service functionality, names, icons, logos, designs, graphics, software, trade and domain names and any other components of the DEALock Service that are made available by DEALock j.s.a. are the intellectual property of DEALock j.s.a. and, as a result, are works protected by copyright and may be subject to other forms of protection under, for example, trademark or design law. Similarly, the design and aesthetic aspect of the www.dealock.com website is also protected. The User is not authorized to use any aspect or component relating to the DEALock Copyrighted Service without the prior written consent of DEALock j.s.a.
- 9.2. The User undertakes not to infringe in any way the intellectual property rights of DEALock j.s.a., the intellectual property rights of other Users or third parties in relation to the posted deals, or to exploit these rights without the prior written consent of the person entitled to grant consent to the use of the intellectual property rights in question.
- 9.3. The User undertakes not to place content on the DEALock Service that infringes the intellectual property rights of other Users or third parties. DEALock j.s.a. shall not be held legally liable for any infringement of the intellectual property rights of Users or third parties by the User. If the User places content on the DEALock Service that infringes the rights of other Users or third parties, the User shall indemnify DEALock j.s.a. against any claims of third parties.

### 10. Cancellation of the Account and termination of the Contractual Relationship

- 10.1. The User is entitled to cancel his Account at any time and at no additional charge by requesting Account deactivation via the DEALock Service or by sending an Account cancellation request to support@dealock.com. Deletion or termination of the Account by the User shall not affect the rights and obligations acquired by the Parties during the existence of the Account, including the User's obligation to continue to pay the periodic fees determined by the operator of the DEALock Service until the end of the subscription period.
- 10.2. DEALock j.s.a. is entitled to terminate the User's Account and block access to the DEALock Service at any time without prior notice if:
  - a) User violates the Terms of Use,
  - b) The User infringes the rights of DEALock i.s.a., including intellectual property rights,
  - c) The User uses the DEALock Service in a manner that is harmful to the DEALock Service, its Users or DEALock j.s.a.
- 10.3. DEALock j.s.a. shall be entitled to terminate the User's Account and block access to the DEALock Service after prior notice if:

- a) The User fails to comply with its obligations under these Terms of Use within 14 days from the date of notice from DEALock j.s.a.,
- b) The User breaches the terms, conditions, representations and warranties under these Terms of Use and fails to remedy the breach within 14 days of notice from DEALock j.s.a.
- 10.4. DEALock j.s.a. shall terminate the DEALock Account of the User in the event of the User's death, dissolution, entry into liquidation, bankruptcy or restructuring, or declaration of bankruptcy.
- 10.5. The User is not entitled to use the DEALock Service from the date of Account cancellation. In the event of cancellation of the Account for any reason, the User shall not be entitled to a refund of the DEALock Service usage fee for the unused prepaid period of use of the DEALock Service.
- 10.6. The User's obligation to pay DEALock j.s.a. the fees for the use of the DEALock Service as well as DEALock j.s.a.'s right to indemnification against the User shall survive the termination of the User's Account.
- 10.7. The contractual relationship between the User and DEALock j.s.a., which is created by agreeing to the Terms of Use and paying the fee for the use of the DEALock Service, is concluded for an indefinite period of time. The contractual relationship shall terminate:
  - a) at the expiry of the subscription period of the DEALock Service, provided that the User has cancelled the automatic renewal of the subscription period before the end of the current subscription period, either electronically via the DEALock Service or by sending a message to the Helpdesk via the DEALock Service,
  - b) cancellation of the Account by the User before the end of the current subscription period, the cancellation of the Account shall not affect the User's obligation to pay the fee for the use of the DEALock Service until the end of the current subscription period,
  - c) cancellation of the Account by DEALock j.s.a. in the event of a breach of the Terms of Use by the User;
  - d) by written agreement of the parties,
  - e) on the basis of any other legal act or legal fact to which the applicable law or these Terms of Use link the termination of the contractual relationship.
  - 10.8. DEALock j.s.a. is entitled to terminate the contractual relationship if it cannot continue to provide the DEALock Service to the agreed extent or quality or if the continued provision of the DEALock Service is not technically feasible. In this case, the notice period is one month and begins on the first day of the calendar month following the month in which the written notice of termination is delivered to the User.
  - 10.9. The User is entitled to terminate the contractual relationship without giving any reason by cancelling the DEALock Account. In the event of termination of the contractual relationship by the User, the fees already paid for the use of the DEALock Service for the subscription period shall not be refunded.

### 11. General provisions

- 11.1. The DEALock service is available in Slovak and other language versions specified by DEALock j.s.a.
- 11.2. DEALock j.s.a. may communicate with Users on the DEALock Service in Slovak or English.

- 11.3. The User understands and agrees that information about the deal may be provided in Slovak, Czech, English or any other language as preferred by the User who posted the deal on the DEALock Service.
- 11.4. Although DEALock j.s.a. is not responsible for the content of deals posted by Users on the DEALock Service, the User may send complaints about other Users related to the content of the deals, the use of the DEALock Service or notifications of violations of the Terms of Use by other Users through the Helpdesk or by sending an e-mail to support@dealock.com or by post to the address of the registered office of DEALock j.s.a., Pribinova 25, 811 09 Bratislava. DEALock j.s.a. undertakes to inform the User of the manner in which the complaint will be dealt with no later than 30 days from the date of its receipt. Users are obliged to provide the necessary cooperation to clarify the complaint received.

### 12. Final Provisions

- 12.1. These Terms of Use become effective upon posting.
- 12.2. DEALock j.s.a. is entitled to unilaterally change or amend these Terms of Use as well as the functionality of the DEALock Service at any time. DEALock j.s.a. will notify Users of amendments to the Terms of Use via the DEALock Service, and the amended Terms of Use will be deemed binding from the date of notification to Users. If the User does not agree to the amended Terms of Use, the User is entitled to cancel his/her Account within 7 days from the date of notification of the amendment to the Terms of Use by sending a cancellation request to support@dealock.com requesting deactivation of the Account. If the User requests cancellation of the Account due to disagreement with the changed Terms of Use, DEALock j.s.a. is obliged to refund to the User an aliquot part of the fee paid for the use of the DEALock Service without undue delay after receipt of the request. If the User does not cancel his/her Account within 7 days from the date of notification of the change in the Terms of Use, the User shall be deemed to have accepted the changed Terms of Use.
- 12.3. The User is not entitled to assign to a third party its rights and obligations arising under these Terms of Use without the prior written consent of DEALock j.s.a. The User shall remain responsible for the performance of all obligations under these Terms of Use until DEALock j.s.a. has given its written consent to the assignment of the User's rights and obligations to a third party. The User is not entitled to unilaterally set off a claim against DEALock j.s.a.
- 12.4. In the event that DEALock j.s.a. consents to the assignment of the User's rights and obligations to a third party, the provisions of these Terms of Use shall apply and be equally binding on the third party to whom the User's rights and obligations have been assigned. The third party to whom the User's rights and obligations have been assigned by the User shall be obliged to accede to the Terms of Use and agree to the Terms of Use. The rights and obligations of the User are also binding on the heirs and successors of the User.
- 12.5. DEALock j.s.a. is entitled to assign all or part of its rights and obligations under these Terms of Use to a third party without the User's consent.
- 12.6. If any provision of these Terms of Use becomes invalid or unenforceable, in whole or in part, under applicable law, that provision or any part thereof shall not be deemed to be part of the Terms of Use and its invalidity or unenforceability shall not affect the remaining provisions of

- these Terms of Use. The invalid provision will be replaced by a provision in accordance with applicable law that reflects as closely as possible the original intentions of the parties.
- 12.7. DEALock j.s.a.'s failure to exercise or delay in exercising any rights under these Terms of Use shall under no circumstances be construed as a waiver. Similarly, a partial exercise of a right under these Terms of Use shall not preclude DEALock j.s.a. from subsequently seeking full exercise of the right or the exercise of any other right available to DEALock j.s.a. under the Terms of Use. All waivers by DEALock j.s.a. must be in writing and signed by an authorized representative of DEALock j.s.a.
- 12.8. DEALock j.s.a. is under no obligation to retain its accounting records or any other documents related to the DEALock Service for any longer period of time or in any other form than required by applicable law. In the event that the User requests DEALock j.s.a. to make copies of any documents related to the DEALock Service, DEALock j.s.a. shall have the right to charge the User for the cost of making such documents.
- 12.9. DEALock j.s.a. is entitled to authorize third parties to perform DEALock j.s.a.'s obligations under these Terms of Use and to provide certain services to Users through the DEALock Service. The User agrees that such assignment implies the disclosure of certain User data to the relevant subcontractor in accordance with applicable data protection legislation.
- 12.10. These Terms of Use and all obligations arising out of or relating to these Terms of Use shall be governed by the laws of the Slovak Republic. The Parties agree that the application of any provisions of the laws of the Slovak Republic that are not mandatory in nature is expressly excluded to the extent that they may alter, in whole or in part, the meaning or purpose of any provision of these Terms of Use.
- 12.11. The applicable law for the resolution of disputes is the law of the Slovak Republic and the competent courts are the courts of the Slovak Republic. If the User is not domiciled, has a place of business or has its registered office in the Slovak Republic, the competent court for the resolution of disputes shall be the court of the Slovak Republic designated by the registered office of DEALock i.s.a.
- 12.12. These Terms of Use may be made in more than one language version, with the Slovak language version being the governing version.