

# Ardaco, a.s. terms and conditions

for purchase agreements closed by distance selling via electronic shop Ardaco Store.

## Article 1 – General provisions

- a) These general sales and reclamations conditions (furthermore only "Terms and Conditions") govern the rights and obligations of agreement parties arising from the purchase contract closed at distance between the provider of products and services, who is Ardaco, a.s., Polianky 5, 84101 Bratislava, IČO: 35829036, DIČ: 2020225581, registered at the Business Register of the City Court Bratislava III, section: Sa, entry no.: 2903/B (furthermore only "Operator") and the Customer, where the subject is the purchase of a software license to the product (furthermore only "License") or the purchase of a service via internet webpage of electronic store Ardaco Store ([store.ardaco.com](http://store.ardaco.com)) of the Operator (furthermore only "Ardaco Store").

### Contact information of the Operator:

E-mail: [store@ardaco.com](mailto:store@ardaco.com)

Tel.: +421 2 3221 2311

Fax: +421 2 3221 2312

Address: Ardaco, a.s., Polianky 5, 841 01 Bratislava, Slovak republic

Account number for bank wire payments:

Tatrabanka, a.s., Hodžovo nám. 3, 811 06 Bratislava, Slovak republic

IBAN: SK02 1100 0000 0029 2743 0398

BIC (SWIFT): TATRSKBX

- b) The Customer according to these commercial terms and conditions is any natural or legal person, who has placed an order of License or service via Ardaco Store following these commercial terms and conditions.
- c) The Operator publishes a list of licenses and services offering to the Customer and allows the Customer to order them via Ardaco Store providing the Customer is following these commercial terms and conditions.
- d) Purchasing agreements concluded via Ardaco Store electronic shop are governed by relevant provisions of the Act no. 22/2004 Col., on Electronic Commerce, the Act no. 250/2007 Col., on Protection of Consumers, the Act no. 102/2014 Col. on Consumer Protection at Doorstep Selling and Distance Selling, and the Act No. 40/1964 Col., the Civil Code, and by these Terms and Conditions governing details at their conclusion and implementation.

## Article 2 - Registration

- a) A customer may purchase via Ardaco Store system only after registration. Based on registration he will also obtain information on state of handling the orders and overview of all previously purchased goods. When registering, a customer is obliged to enter personal information required by the system. These data will be used for internal needs of Ardaco Store system and Ardaco, a.s. guarantees they will not be misused for other purposes.
- b) After registration, each customer is assigned a personal account, which he will use for logging into the Ardaco Store system at his purchases. Orders for each customer will be generated within the account. We advise our customers to record login data (including personal code assigned by the Ardaco Store system) and keep them for future purchases. On each subsequent purchase, a customer can simply log in using his login data.
- c) During the registration, the customer is responsible for submitting of all required information correctly and completely, including e-mail address and contact and billing information, etc., which are necessary to create and fulfill the contractual relationship between the Operator and the Customer.

### Article 3 – Closing the purchase contract (Order)

- a) Customers can use the Ardaco Store system to order any license or service, at which the “Add to basket” button is located.
- b) Proposal to close the purchasing contract is delivered by the Customer to the Operator in the form of filled and submitted electronic form to create an order in the section “Check out” at Ardaco Store. Once an order is created, it is registered in the Ardaco Store system.
- c) By submitting an order the Customer undertakes to take the ordered goods and pay at agreed price for them. A buyer acknowledges that sending an order to the seller is qualified as a proposal for concluding a purchasing agreement under the Section 409 et seq. of the Commercial Code. These Terms and Conditions form a binding part of a purchasing agreement.
- d) By submitting an order the Customer confirms that the Operator fulfilled his informing obligations in time and correctly according to the Section 3 (1) of the Act no. 102/2014 Col. as described below:
  - 1. Operator informed on the particular subpage of Ardaco Store and in the e-mail “Order processing” about the main characteristics of the goods or services in the nature of a scale appropriate to the means of communication and the goods or services,
  - 2. Operator informed on the particular subpage of Ardaco Store and under the Article 1 of these Terms and conditions about the commercial name and office address of the Operator,
  - 3. Operator informed on the particular subpage of Ardaco Store and under the Article 1 of these Terms and conditions about the phone number, email address, fax number and other contact information that is important to contact the Operator,
  - 4. Operator informed on the particular subpage of Ardaco Store and under the Article 1 of these Terms and conditions about the office address of the Operator where Customer can claim to goods or services, make a complaint or any other suggestion,
  - 5. Operator informed on the particular subpage of Ardaco Store and in the e-mail “Order confirmation” about the total price of the goods or services including VAT and all other taxes or if the price cannot be properly determined in advance about the way how the price will be calculated, as well as about the costs of shipping, delivery, mail services and other costs and fees or if these fees cannot be determined in advance about the fact that the Customer will be obliged to pay them,
  - 6. Operator informed under the particular Articles of these Terms and conditions about payment conditions, delivery conditions and periods, about information on claim procedures and processes,
  - 7. Operator informed under the Article 7 of these Terms and conditions about the right of the Customer to withdraw from the purchase contract, about conditions, period and procedure for exercising the right of withdrawal from the purchase contract,
  - 8. The form for withdrawing from the purchase contract according to Article 7 is available at the particular subpage of Ardaco Store as an Appendix to these Terms and conditions,
  - 9. If the Customer withdraws from the purchasing contract and while the Customer did not waive the right to withdraw from the contract according to the Article 7 of these Terms and conditions, the Customer will bear the costs of returning goods to the Operator according to the Section 10 (3) of the 102/2014 Co. on Consumer Protection at Doorstep Selling and Distance Selling only if such costs arise. This does not apply if the Operator agrees that he will bear the costs himself,
  - 10. The obligation of the Customer is to pay for the actually provided services according to Section 10 (5) of the Act no. 102/2014 Col. on Consumer Protection at Doorstep Selling and Distance Selling if the Customer waived from the services contract after he gave the Operator the explicit approval according to the Section 4 (6) of this Act,
  - 11. Operator informed under the Article 7 of these Terms and conditions about the circumstances at which the Customer loses the right to withdraw from the contract,
  - 12. Operator informed under the Article 5 of these Terms and conditions about the instruction about liability for defects of the goods and services according to the Section 622 and 633 of the Civil Code,
  - 13. Operator informed on the particular subpage of Ardaco Store and under the Article 5 of these Terms and conditions about the warranty existence and details provided by the manufacturer or Operator according to stricter principles than given by Section 502 of the Civil Code, if the manufacturer or the Operator is providing such warranty conditions, as well as information about the existence and conditions of help and services provided to the Customer after the purchase or provision of services, if such help is given,
  - 14. Operator informed on the particular subpage of Ardaco Store about the existence of particular code of conduct which the Operator is commits to respect and about the way how the Customer is able to familiarize himself with it or receive its wording,

15. Operator informed on the particular subpage of Ardaco Store and in these Terms and conditions about the duration of the contract, if its closed for a limited period; if the contract is closed for an indefinite period or the period is automatically extended, as well as about terminating conditions,
  16. Operator informed on the particular subpage of Ardaco Store and in these Terms and conditions about the minimum period of Operator's obligation if the purchase contract gives the Customer such obligation,
  17. Operator informed on the particular subpage of Ardaco Store and in these Terms and conditions about the Customer's obligation to pay in advance or provide any other financial guarantee on Operators demand and about conditions which are bound to such provision if the purchase contract gives the Customer such obligation,
  18. Operator informed on the particular subpage of Ardaco Store about the functionality of used technical protective measures to protect the electronic content, if appropriate,
  19. Operator informed on the particular subpage of Ardaco Store about the compatibility of the electronic content with hardware and software about which the Operator knows or reasonably expected to have knowledge, if appropriate.
- e) At the moment of view the notice of order acceptance, the order shall be deemed delivered and at that time the purchase contract between the Customer and company Ardaco, a.s. arises and both parties gain their rights and obligations resulting from Ardaco, a.s. Terms and conditions.
  - f) The Operator mandatory confirms the acceptance of the order during workdays in 24 hours by sending an e-mail "Order confirmation" to the email address given in registration information of the Customer's personal account in the Ardaco Store system. Any other information regarding the order will be sent to the Customer's email address if needed.
  - g) The order confirmation contains especially the name and specification of the matter of the order, quantity, in the case of license the period and scope of the license, the price including VAT, payment method, contact and billing information of the Customer, contact and billing information of the Operator and these Terms and conditions.
  - h) The contract validity period and minimum period of the Operator's obligations resulting from the purchase contract is equal to the validity period of the purchased License given in the License description, while 1 month means 1 calendar month and 1 year means 365 (three hundred and sixty five) calendar days.
  - i) All confirmed orders are binding for both parties.
  - j) According to the Act no. 222/2004 Col. on Value Added Tax since 1.1.2013 it is not allowed to change information on already issued billing document (invoice). The information on the billing document (invoice) is possible to change only until the Customer has not receive the goods and pay for it.

#### **Article 4 – Payment and delivery conditions**

- a) Based on the order confirmation, according to payment information contained in this confirmation, the Customer carries out the payment for the subject of the order. Maturity is 14 days.
- b) The Customer is allowed to use one of direct payments, if he has chosen this possibility in the form during the process of the order creation. Such payment is available directly after the order creation. Fees bound to the payment processing (to the benefit of payment broker as a third party) shall be borne by the Customer.
- c) All payments must be processed in Euro.
- d) Operator reserves the right to change prices without notice. Does not apply to orders that are already confirmed.
- e) View of the product on any Ardaco Store subpage is only for illustration.
- f) Delivery of Licenses in the system Ardaco Store carries only electronically via e-mail "Order processing". After the payment, which means after receiving funds on behalf of the Operator, the Customer shall promptly, but not later than 1 business day, be delivered in the message "Order processing" activation data, along with the link to the product placement and user manual for electronic download, information on the duration and scope of the License, or any additional information.

- g) If the Customer orders services, which require personal attendance of the Operator and the Customer (e.g. the product installation, training, etc.), it is necessary that the Customer contacts the Operator using the contact information available in the message "Order processing" to arrange an appointment, or location and other details of the performance of ordered services.
- h) Customer will be invoiced within 15 days from the date of delivery of the order subject. The invoice is sent after it is generated electronically to the email address specified in the Customer's order. In the case of service under the preceding paragraph, the Operator shall submit an invoice to the Customer at the time and place of the full provision of this service.
- i) The invoice contains all the elements of a tax document and also serves as a delivery note.

## **Article 5 - Complaints procedure (liability for defects, warranty claims)**

- a) The software is supplied in the "as-is" status. To the maximum extent permitted by applicable law, in no event shall Operator, its employees or its licensors be liable for any loss of profit, income or sales, or for any loss of data or for the cost of procurement of substitute goods or services for property damages for personal injury, business interruption, loss of business information, or for any special, direct, indirect, incidental, economic, cover, punitive, special or consequential damages, however caused, whether arising in contract, willful misconduct, negligence or other event giving rise to the liability arising from use of or inability to use the Software, even if the Operator or its licensors have been advised of the possibility of such damages. Since some states and jurisdictions do not allow exclusion of liability, but may permit limitation of liability, the liability of the Operator, its employees or licensors is limited to the amount of remuneration paid for the license.
- b) The Operator declares that the Software, to which is bonded a purchased license:
  - in principle has such features as mentioned in the documentation for the version of the Software
  - is granted to download or delivered within the desired range and quality
  - suited to the purpose for which it provides or Operator to which is usually used
  - meets the requirements of the legislation and has no legal defects
  - if the Software is supplied on the installation media, that media is readable and contains no malicious programs.
- c) The Operator shall not be liable for malfunction or the Software unusable due to improper use, or a combination of the effects of hardware, software and / or malicious programs.
- d) Due to the specific nature of the Software, Operator makes no warranty or representation that the functions contained in the Software will meet customers' needs.
- e) The warranty period for the installation media begins on the date of transfer of the license to the Customer. Warranty on the installation media only applies to errors carrier media, except those incurred through no fault of the Operator. The Operator undertakes in its sole discretion replace the defective Customer installation media for 24 months from the payment of license fees for return or consideration for the license. If the elapsed time period for which Customer obtained a license is finished, rather than the warranty period for replacement of defective installation media, no customer is entitled to a refund of the fee for the license.
- f) In the case of functional defects of the Software that do not allow using the Software in accordance with its specifications and functional properties listed in the documentation, the Customer is entitled to their free removal. The Operator is committed to removing software defects, if they are repairable, within 30 days of receipt of the written claim. In the case of irremovable defects, the Customer has the right to replace the defective Software with another software or withdraw from the contract and demand the return of the fee for the license to the Software Operator and also hereby agrees that, in this case by mutual agreement with the Customer, will replace the defective Software or returns the retaliation for license to the Software.
- g) Given the special nature of the Software Operator advises Customers in the event of technical problems first contact technical support of the Operator, either by sending an e-mail to the address [support@ardaco.com](mailto:support@ardaco.com) or by telephone to the contact listed on the Operator's website, and only if the problem is not resolved to the satisfaction of the Customer, contact sales department [store@ardaco.com](mailto:store@ardaco.com).
- h) Complaints and claims arising from defects in the Software, the Customer applies as a written request sent to the postal or e-mail address Operator referred to in Article 1 (a).

- i) In addressing complaints and troubleshooting software the Operator may ask the Customer about remote access to the customer's computer, which has installed defective software, and software tools (application) for remote access, designated by the Operator. This remote access shall be made only after the Customer's approval conditions of use that are both displayed by the application for remote access before the actual approach, and which are also referred to the relevant Operator's website.

## **Article 6 - Conditions of Use**

- a) License to the Software is registered on the Customer - the end user who activated the license, or to whom it was issued by the Operator.
- b) The license is transferable only with the prior written consent of the Operator.
- c) Condition for the use of purchased licenses is a consent to the terms of the license agreement (license agreement for use of the software - so called End User License Agreement - EULA), which grants the Customer when installing the software. If the Customer does not agree with the wording of the license agreement for use of the software (EULA), immediately discontinues the software installation process and proceeds in accordance with Article 7 hereof (Termination of the contract).

## **Article 7 - Termination of the contract**

- a) Pursuant to the provisions of Section 7 of Act no. 102/2014 Col. the Customer has the right to withdraw from a distance contract without giving any reason within 14 calendar days of receipt of goods (licenses) or from the closing of service contract except as provided in Section 6 of this Act.
- b) If the Operator and the Customer do not agree otherwise, the Customer is not allowed to withdraw from the contract, which is subject to:
- the provision of services if performance has begun with the express consent of the customer and the customer said that he was properly instructed that the expression of this consent loses his right of withdrawal
  - the provision of services, if the provision of service was completed
  - sale of goods, which considering its features cannot be returned (license)
- c) Customer acknowledges that due to the nature and characteristics of goods - licensing and services provided by Ardaco, which are subject to the order, they cannot be returned. Customer acknowledges and agrees that at the moment of delivery of Licenses, or e-mail "Order processing" he loses his right of withdrawal. This does not affect the right of the Customer to complain.
- d) If the order price has not been paid, the customer is entitled to cancel the contract within 14 calendar days by sending an e-mail to [store@ardaco.com](mailto:store@ardaco.com). The withdrawal period begins on the date of conclusion of the purchase contract under Article 3 (e) hereof.
- e) In the case of a service contract the time limit for its withdrawal is determined from the date of conclusion of the purchase contract under Article 3 (e) hereof until such time as Customer gives its consent to the opening of providing the service or the service is fully provided, which according to the above paragraph (b) loses his right of withdrawal. However, this period shall not exceed a period of 14 calendar days.
- f) Operator reserves the right, if the price indicated in the order confirmation is not paid in full within 14 calendar days from the issuing of the confirmation to unilaterally withdraw from the contract.
- g) If the Customer decides to exercise the right of withdrawal within the meaning hereof, shall be observed the following conditions:
- the Customer sends a request for withdrawal in paper form or in the form of registration on another durable medium or by means of a form of withdrawal sent to the mailing address Ardaco, a.s., Polianky 5, 841 01 Bratislava or e-mail to [store@ardaco.com](mailto:store@ardaco.com)
  - the application must contain the following information: Name, or specification of the subject of the contract, purchase order number, date ordered, the name and surname of the Customer, the Customer's address, signature of the Customer, the Customer's account number to refund payments received and the date of the application
  - the Customer sends a request for withdrawal no later than the last day of the withdrawal period

Meeting all the above conditions, the Operator transfers the money for the subject of the order to the Customer's account, within 14 days in accordance with the relevant provisions of the Act.

- h) If the Customer withdraws from the contract, any ancillary contract linked to the contract from which the customer has resigned shall be repealed from the beginning.

## **Article 8 - Protection of personal data**

- a) The Operator shall process the personal data of the persons concerned in accordance with 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 (hereinafter referred to as the Regulation) 18/2018 Z.z. on the Protection of Personal Data and on Amendments to Certain Acts ("PPD").
- b) For the purpose of registration and access to the Customer's account of the Internet shop, the Customer is obliged to enter his / her e-mail address and password and the Operator will not recognize the Customer's password. The password is transmitted and stored in encrypted form.
- c) If the Customer is a natural person, the Operator shall process his / her personal data to the extent of: name and surname, permanent address including postal code, e-mail address or telephone number.
- d) If the Customer is a legal person or an entrepreneur, the Operator shall process his / her data in the extent of: the name and surname of the person acting as a legal entity, business name, registered office, including postcode, VAT ID, VAT number, e-mail address, phone number.
- e) In case the Operator also processes other personal data of the Customer, he processes them only to the extent necessary to fulfill the obligations arising from the purchase contract and only for the necessary time.
- f) The Customer provides personal information to the Operator on a voluntary basis in order to fulfill his obligations under the Purchase Agreement and to further communicate with him. The provision of personal data to the extent specified by the Customer (the person concerned) is a condition for the conclusion of the contract. Failure to provide personal data may make it impossible for the Customer (the person concerned) to perform the Operator under the contract. An operator keeps personal data for the purposes of performance of the contract for the duration of the contractual relationship between the Operator and the Customer and the necessary time after its termination.
- g) The Operator declares that all data received from the Customer are used by the Provider exclusively for internal use and is not provided to third parties. Customer's personal data is fully secured against misuse, data is stored on backed servers owned by the Operator that are not shared with third-party applications.
- h) The purpose of processing these personal data is to issue a tax document, bookkeeping, pre-contractual relationships, customer identification, order confirmation, by telephone or e-mail, delivery of goods and handling complaints or other requirements of the Customer, management and administration of the Customer Account for accessing functions e-commerce.
- i) An operator shall process the personal data of the persons concerned on the basis of the consent expressly granted by the person concerned. Customer grants the Provider such consent for the time necessary to achieve the purpose of processing personal data. An operator keeps personal data processed on the basis of the consent of the person concerned to his or her appeal or for the time necessary for the operation of the Ardaco Store e-commerce. The Customer has the right to withdraw consent to the processing of personal data at any time. Revocation of consent does not affect the lawfulness of the processing by consent prior to its appeal. Revocation of consent may cause the Operator to no longer be able to provide performance under the terms of a contract that the Customer acknowledges.
- j) The Operator declares that, in accordance with the provisions of the PPD, personal data will be acquired exclusively for the purpose stated in Art. 8 ods. h) of these Terms and Conditions and ensure that personal data are processed and used exclusively in a way that is consistent with the purpose for which they were collected. The Provider further declares that, in accordance with the provisions of the PPD, he will process personal data in accordance with good morals and will act in a manner that does not conflict with or violate PPD or other generally binding legal regulations.
- k) The person concerned (Customer) has the right and possibility from the Operator:
- request information and confirm whether personal data are processed or processed when personal data are processed, gain access to personal data and receive a copy of the personal data processed by the company and information on the status of processing of their personal data in the Provider's information system

- Update your personal details directly in online mode on the Web Store website after signing in to your account management
- request the destruction of their personal data if the purpose of their processing has been met, unless specific legislation prescribes otherwise
- request a restriction on the processing of personal data
- withdraw at any time the consent to the processing of personal data given to the Operator with effect from the moment of withdrawal of consent
- suspected that personal data are being processed unlawfully, file a motion to initiate the procedure for the protection of personal data at the Office for Personal Data Protection SR
- to object to the decision of the Operator, which is based solely on automated processing, including profiling, which has legal effects that affect or significantly affect it, unless the regulation and / or the law stipulates otherwise.

The requests mentioned in the previous paragraphs are sent by the person concerned to the e-mail address [store@ardaco.com](mailto:store@ardaco.com). The person concerned will be informed by the e-mail. Customers have the ability to modify their data, download any data that the Operator processes or request to delete the customer account and all of its data in online mode by managing their Customer Account.

## **Article 9 - Final provisions**

- a) Operator reserves the right to change these general Terms and conditions. Obligation of written notice changes of these general Terms and conditions is fulfilled by locating them on the website Ardaco Store of the Operator.
- b) Operator and Customer agree to fully recognize the electronic form of communication, especially through electronic mail (e-mail) and Internet network (www) as a valid and binding for both parties. Under the Act no. 222/2004 Col. on the Value Added Tax, as amended, Section 75 (6) Customer hereby accepts the invoice received exclusively in electronic form by the Operator.
- c) These Terms and Conditions are placed in the appropriate sub-page of Ardaco Store and also supplied as an e-mail "Order confirmation" attachment.
- d) These Terms and Conditions shall take effect against the Customer by sending an electronic order of the Customer.
- e) By sending the order through Ardaco Store the Customer indicates that he has read the Terms and conditions, fully understand their content and all conditions and accepts them. Also acknowledges and agrees to the processing of his personal data, which is data necessary for performance of the contract, in accordance with Article 8 hereof.

In Bratislava, 1<sup>st</sup> of July 2023