

## **Terms & Conditions of service of 1Cloud Lab sro**

The following information is a proposal to enter into a contract for subscriber service. Payment of the first invoice is your consent to enter into the contract on the terms below, and **1Cloud Lab s.r.o.**'s consent to provide services according to the selected tariff plan. The contract below is public, that is, its terms are the same for all customers.

**1Cloud Lab s.r.o.**, Identification number 52335267, which is registered at the address: Carpathian Square 10A, Bratislava - Raca city part, 831 06, hereinafter referred to as the "Contractor", on the one hand and the person or institution that consumes and pays for the services of the Contractor, hereinafter referred to as the "Client", concluded this contract, hereinafter referred to as the "Contract", on the following:

### **1. Subject-matter of the Contract**

1.1. The Contractor provides and the Client pays for the space in the infrastructure and / or web network services providing on the Contractor's server to the Client, or the Client's server and / or other telecommunication equipment colocation, and / or providing the Client with the server configuration corresponding to the selected tariff plan.

1.2. Subject to the Parties' arrangement, certain additional chargeable Services, may be also provided to the Client.

1.3. Payment according to the invoice is at the same time the evidence of the Services provision in full and their acceptance, and confirmation of the final settlements between the Parties

### **2. Procedures and terms for provision of the services**

2.1. The services stipulated by Article 1 of the Contract shall be rendered by the Contractor within 7 (seven) business days from the moment of receipt of the payment due from the Client, corresponding to the selected tariff plan.

### **3. The Parties' rights and obligations**

#### **3.1. The Client shall have the following rights:**

3.1.1. Receive the Services as listed in section 1 herein after payment completed

3.1.2. Disclaim the bill within 5 (five) days from the bill date by sending the motivated written refusal (by recommended letter or courier) to the adverse party.

#### **3.2. The Client shall be obliged:**

3.2.1. Timely pay for the provided Services according to the bills (if latter not disclaimed) invoiced by the Contractor, within deadlines provided in section 5 herein.

3.2.2. Observe the Services and Internet rules of use.

3.2.3. Observe Contractor's recommendations for proper use of the Services and Internet.

3.2.4. Observe Contractor's equipment access rules.

3.2.5. In case the Contractor changes the rates or terms for service providing, immediately notify the Contractor of accord to the latter change or early termination of this Contract due to such change.

3.2.6. Notify the Contractor should Client change its bank or tax details, location, phone and fax numbers, electronic address or other information necessary to fulfill this Contract.

3.2.7. Use only those IP addresses that were provided by the Contractor.

3.2.8. Order the change of tariff plan no later than 10 days prior to the following billing period. Such order must be send on official letterhead to the Contractor's email. A tariff plan shall be changed according to the Annex with detailed description of the new tariff plan, signed by the Client.

#### **3.3. The Contractor shall have the following rights:**

3.3.1. To suspend provision of the Services, in full or in part, if technical malfunctions of the equipment owned by the Client, cause, or are capable of causing, damage to the Contractor, other clients or normal functioning of the network.

3.3.2. To delete the Client's information from the drives provided by the Contractor, but not earlier than the Contract termination or after 15 (fifteen) days from the date of services suspension due to non-performance of obligations to pay for services by the Client or other obligations under the Contract.

3.3.3. Suspend services providing, partially or fully, in the following cases:

- if the Client fails to observe clauses of the Contract;
- in case of non-compliance by the Client with the recommendations of the Contractor's specialists;
- if certain actions accomplished through the Services cause losses or can cause the latter to the Contractor or other clients, or interfere with normal network operation, including but not limited to:

- Technical malfunction of the Client's equipment;
- Incorrect network software settings from the Client's side;
- Intentional actions or deeds of the Client that interfere with normal operation of Contractor's network or works of it clients.

#### **3.4. The Contractor shall be obliged:**

3.4.1. To maintain, on its own node, the respective conditions required for uninterrupted functioning of the equipment owned by and/or provided to the Client.

3.4.2. To undertake all necessary efforts for safekeeping of the equipment owned by and/or provided to the Client.

3.4.3. At its own expense, to have the Client's equipment repaired if it goes down due to the Contractor's fault.

3.4.4. Notify the Client about changes in tariff charges not later than 15 days prior to such changes to take place either via e-mail.

### **4. The Parties' liability**

#### **4.1. The Contractor shall bear liability:**

- for supply of electricity to the equipment owned by and/or provided to the Client;
- for maintenance of climate conditions on the technical ground, which are required for normal functioning of the equipment owned by and/or provided to the Client;

- for operational condition of the equipment provided to the Client (Subsection 1.1);
- for operational condition of the Client's software provided that the Client has paid for respective services (specifically, the Server's technical maintenance services to be provided by the Contractor's administrators).

#### **4.2. The Contractor shall not bear liability:**

- for operational condition of the equipment provided to the Client (Subsection 1.1) if the equipment goes down due to the Client's representatives' fault;
- for operational condition of the Client's software if the respective services are not paid for (specifically, the Server's technical maintenance services to be provided by the Contractor's administrators) or if non-operational condition is caused by the Client's representatives' actions;
- for any losses or damages caused to the Client or third parties as a result of Services usage;
- for the content and accuracy of the information transmitted or received through Services;
- for the content and accuracy of the information belonging to the Client;
- for the efficiency of the Client's equipment and software in case of the additional agreement lack;
- for the efficiency of the global Internet in general and third-party communication channels parties which the Contractor is connected to.

#### **4.3. The Client shall bear such liability:**

- for violation of applicable law committed through Services usage;
- for non-compliance with the terms and procedure for Services payment;
- for "Rules of Clients interaction" violation.

4.4. Termination of the Contract does not exempt the Client from:

- debt payments to the Contractor;
- the liability for non-performance or improper performance of the Contract.

The Contractor shall not in any way use for commercial purposes the information belongs to the Client and is not responsible for its content.

### **5. Procedures for effecting payment due for the Services**

5.1. Monthly payment due for the Services (subscription fee) shall be specified in the invoices and calculated pursuant to the selected tariff plan.

5.2. The first day of each month, the Contractor shall issue the invoice to the Client to pay for the Services for the current month. In case of non-receipt of the account within the specified period, the Client takes steps to receive the account. Failure of the Client to receive an account, if not taking measures for its receipt, can not serve reason for failure to pay or delay payment of the Services. By agreement of the parties, the accounts can be forwarded by e-mail.

5.3. Within 8 (eight) banking days the Client pays the received invoice or sends a motivated refusal (by registered letter). If during this period the account has not been challenged, it is considered accepted for payment.

5.4. In case of full or partial non-payment of the account within the specified period, the Executor has the right to suspend, in whole or in part, the provision of the Services to fulfill the obligations of the Client for their payment, or to terminate the Contract unilaterally.

5.5 The Contractor has the right to increase the cost of the Services. The Contractor shall notify the Client of this at least 15 (fifteen) days. Upon the expiration of this term, the Executor has the right to suspend the provision of the Service before obtaining the written consent of the Client for the change of value. The Client has the right to disagree with the increase in value, and to terminate the Contract, which he must notify the Contractor within 5 (five) days from the receipt of the notice. Reducing the cost of the Services is performed by the Contractor without prior notice.

### **6. Procedures for resolution of disputes**

6.1. Any dispute, controversy or claim arising out of or in connection with this Contract shall be primarily settled by amicable negotiations.

6.2. In case of impossibility to reach an agreement between the Parties, the dispute is considered in court at the location of the defendant.

### **7. Circumstances of insuperable force (Force Majeure)**

7.1. Should any circumstances beyond the control of the Parties arise after signing of the present Contract which prevent complete or partial fulfillment by any of the Parties of their respective obligations under this Contract, the Parties will be released from complete or partial fulfillment of the present Contract.

7.2. If any of the above circumstances has directly influenced the non-fulfillment of the conditions according to the present Contract, then the terms of execution of the conditions of the present Contract will be extended by the time the above circumstances and their consequences last hindering the execution of the Contract. Should any of the above circumstances last more than three months, the Contract is automatically terminated.

7.3. The Party, to whom it became impossible to exercise its obligations under this Contract, shall immediately notify the other Party in writing of the beginning and termination of the circumstances preventing the fulfillment of its obligations. Certificates issued by the respective Chamber of Commerce or other competent authority of the Party' state shall be a sufficient proof of such circumstances and their duration.

### **8. Term of validity and provisions for termination of the Contract**

8.1. The present Contract shall enter into full force and effect as of the moment of its signing by the Parties and shall remain valid within 1 (one) year from the date of its signing. If upon expiry of the term hereof neither Party lodges its written proposal regarding termination, the term of the present Contract shall be deemed to have been extended for the same period of time and subject to the same terms.

8.2. The Contract can be terminated either

- according to provisions of cl. 5.3, 5.4, 5.5, and 7.3 thereof;

- upon Parties' mutual consent or upon the request of one of the Parties provided however that such Party notifies the other on such termination not less than 15 calendar days before termination.

8.3. If the Client does not pay the invoice till the 1st (first) day of the following billing month, the Contract is considered to be terminated.

## **9. Conclusive provisions**

9.1. The contractor works within the framework of the law and performs GDPR.

9.2. The Parties agreed with the possibility of using the facsimile signatures in connection with signing of the present Contract, amendments and supplements (supplementary agreements) thereto.

9.3. Any Party may transfer its rights in full according to the Agreement or in part to its successors, affiliates, subsidiaries or to other persons, about which the other Party must be notified in written form no less than 30 (thirty) days before the transfer. Duties and Rights under the Contract may be transferred only with the written consent of the other Party.

9.4. From the moment of the Contract signing all preliminary agreements, amendments, correspondence relating to the subject matter of the Contract shall become null and void.

9.5. All annexes, supplements, additional agreements, amendments to the Contract, signed by the plenipotentiaries of both parties is an integral part thereof.

9.6. Any changes and / or additions to the Contract shall be made in written form by the way of signing additional agreements by authorized representatives of the Parties.

9.7. This Agreement is made with full understanding by the Parties of its terms and conditions of English terminology in two authentic copies of the same legal force, one for each of the Parties.

## **10. Entrusting Personal Data Processing**

### **10.1. Subject of the Contract**

10.1.1. The Client shall entrust the processing of personal data to the Contractor, and the Contractor shall accept the personal data processed by the Client, within the meaning of Article 4(7) of GDPR.

10.1.2. The Parties represent that the personal data shall be entrusted for the purpose of performing a service contract.

10.1.3. The Contractor shall keep confidential all personal data received from the Client. Unless otherwise stipulated in the General Terms, the Contractor shall not make any changes, modifications or deletions of the data entrusted by Client.

10.1.4. The Contractor represents that it shall implement appropriate technical, organisational, and IT measures to ensure that the processing meets the requirements of GDPR.

### **10.2. Obligations of the Contractor**

10.2.1. The Contractor shall take appropriate and necessary measures required to protect personal data.

10.2.2. The Contractor shall ensure that each person who has access to personal data within the Contractor's organisational structure is authorised in writing to process personal data and agreed to indefinitely obliged to keep personal data confidential, including in particular not to transfer, disclose or make available such data to unauthorised persons, and to keep confidential the methods used to secure personal data.

10.2.3. The Contractor is responsible for complying with applicable data protection legislation, obligations directly imposed on the Contractor GDPR during the term of the Contract, compliance with the terms of the Contract.

### **10.3. Term of the Personal Data Processing**

10.3.1. The Contract for Entrusting shall be entered into for the term of the contract referred to in § 8 of the General Terms, and shall terminate upon its termination.

10.3.2. The Client shall have the right to terminate this Contract with immediate effect if the Client finds that the Contractor processes personal data in breach of the Contract or GDPR.

10.4. The User's personal data may be stored for a period necessary to fulfil the purposes of the legitimate interests pursued by the Client, in particular the need to protect the client's rights in court and administrative proceedings.