

GENERAL TERMS AND CONDITIONS

ATALON, s. r. o.

ON PROVIDING SAAS SERVICES

1 GENERAL PROVISIONS

- 1.1 These General Terms and Conditions (hereinafter referred to as "**GTC**") govern the rights and obligations between the operator of an online visualizer of graphic car designs, which is a provider of software as a service, and the user of such visualizer as a user of the software as a service. The provider of the software as a service is the company Atalon, s. r. o., with its registered office at Nová Rožňavská 5, 831 04 Bratislava – mestská časť Nové Mesto, Slovak Republic, ID No.: 43 946 585, VAT ID No.: 2022576842, VAT ID No.: SK2022576842, which is registered in the Commercial Register of the Municipal Court of Bratislava III, Section: Sro, Insert No.: 51076/B (hereinafter referred to as the "**Provider**"). The user of the software as a service is a person who/which uses the software specified in clause 1.2 GTC as a service offered by the Provider via the Provider's website wrapshop.app (hereinafter referred to as the "**User**").
- 1.2 Software means computer programs used for the purpose of operating an online visualizer of car wrap designs, the graphical user interface (GUI) of which is also available via a browser or other online communication method on the wrapshop.app website (hereinafter referred to as the "**Software**"). These GTC apply to relations related to the provision and use of the Software, which is provided by the Provider in the form of a separate service (Software as a Service, hereinafter referred to as "**SaaS**").
- 1.3 These GTC are valid and effective on the date of their first publication on the wrapshop.app website. The User undertakes to comply with these GTC. Unless otherwise follows from these GTC or from the nature of the matter, the GTC also apply to gratuitous use of SaaS. Unless otherwise implied by these GTC, the User also agrees to these GTC by using the SaaS itself. Unless otherwise stated in these GTC, by using the SaaS the User also confirms that he/she has read these GTC at the time prior to using the SaaS.
- 1.4 Relationships that are not regulated by the GTC shall be governed by the relevant provisions of Act No. 513/1991 Coll. Commercial Code, as amended, the relevant provisions of Act No. 40/1964 Coll. Civil Code, as amended, and other generally binding legal regulations.

2 ORDER

- 2.1 Unless otherwise follows from the Provider's offer on the wrapshop.app website, the Provider provides three SaaS packages (Free, Pro and Enterprise), the technical and other parameters and price of which are specified in more detail on the wrapshop.app website. Unless otherwise specified in the Provider's offer on the wrapshop.app website, the Free package is provided as a free service, to which the User may order additional components, functionalities and/or designs for a fee (price); their technical and other parameters and price are specified in more detail on the wrapshop.app website.
- 2.2 The User orders the SaaS package by selecting (clicking) the desired SaaS package on the wrapshop.app website and then submitting the choice of the selected SaaS package by electronic means.
- 2.3 The prerequisite for the validity of the order is the true and complete completion of all necessary data, including personal data in the case of the User - a natural person. The received order is considered a proposal for the conclusion of a SaaS contract. The SaaS contract between the Provider and the User is created by the confirmation of the order receipt, which is delivered to the User's e-mail address specified in the User's order.
- 2.4 The User's identification data and the choice of the type of SaaS package are considered to be the essential elements of the order. In the case of a natural person who is not an entrepreneur the User's identification data are, in particular, the name and surname, place of residence, telephone number and e-mail address. In the case of natural person – entrepreneur, and in the case of a legal entity, the User's identification data are, in particular, the name and surname/business name, place of business/seat, ID number, Tax ID number, VAT

number, telephone number and e-mail address.

- 2.5 The User is obliged to use the SaaS package free of charge to the extent that it sufficiently verifies the functionality of the SaaS on its devices before placing an order pursuant to clause 2.2 of the GTC.

3 PROVIDING INFORMATION BEFORE CONCLUDING A SAAS CONTRACT

- 3.1 The following minimum hardware and other equipment of the User is required for the proper functioning of the SaaS in order to ensure compatibility:
- 3.1.1 for mobile devices - specifications equal to, comparable to or higher than iPhone 8,
- 3.1.2 for PC and Mac - technical parameters 2-core 2.4 GHz, Windows 10, 1 GB RAM, Graphics card 2GB
- 3.2 In individual cases, the Provider may require hardware and other equipment other than the equipment within the meaning of clause 3.1 of the GTC, about which the Provider must inform the User prior to the conclusion of the SaaS contract.

4 SOFTWARE AS A SERVICE

- 4.1 By accepting the order within the meaning of Article 2 of the GTC, the SaaS contract is concluded between the Provider and the User as a distance contract. In order to perform the SaaS Contract, the Provider shall install the Software on its server, whereby the Software shall be available to the User as a service on the Internet.
- 4.2 The SaaS shall be deemed to have been fully delivered to the User at the moment the User is given access to the SaaS.
- 4.3 The Provider undertakes to provide the User with SaaS during the term of the SaaS contract for consideration in accordance with the parameters and at least in the quality as defined at the time of placing the order in accordance with clause 2.2 in conjunction with clause 2.1 of the GTC. The availability of the SaaS may be temporarily limited in the event of technical failures or maintenance. If the SaaS is unavailable to the User due to planned work on the Software and/or server, the Provider shall immediately inform the User thereof.
- 4.4 A prerequisite for using SaaS may be the Provider's request for the User to create an account. By registering an account or otherwise using the SaaS, the User declares that he/she is over 18 years of age, that he/she has legal capacity, that he/she has read the terms and conditions of the GTC and that he/she agrees to these terms and conditions. If the User is under 18 years of age, the User's legal representative declares that he/she has read the terms of the GTC and that he/she agrees to these terms.
- 4.5 If the SaaS package includes the provision of storage for storing the User's data (print designs and car models) on the Provider's server, the User is entitled to use the storage on the Provider's server with the possibility of uploading his/her own print designs and car models. The storage capacity is specified within the technical parameters of the SaaS package on the wrapshop.app website in accordance with clause 2.1 of the GTC. The User is obliged to use only those print designs and car models for the purpose of uploading its own print designs and car models to which it has rights or to which no rights of third parties are attached. The User shall be liable for any infringement of copyright or other intellectual property rights of third parties that may arise as a result of use within the meaning of this clause of the GTC. In the event of any claims asserted against the Provider by third parties on account of the use within the meaning of this clause of the GTC, the Provider shall be entitled to assert such claims on a recourse basis against the User. In the event of a breach of the User's obligation under this clause of the GTC, the Provider shall be entitled to terminate the User's account and terminate the SaaS Agreement at any time. The Provider's right to claim damages against the User is not affected. Cancellation of the account for reasons under this point of the GTC shall not be considered a breach of the Provider's obligation to provide the SaaS properly. In the event of cancellation of the account pursuant to this clause of the GTC before the end of the subscription period pursuant to clause 5 of the GTC, the User shall not be entitled to a refund of an aliquot part of the price.
- 4.6 If the SaaS package includes the provision of storage for storing the User's data (print designs and car

models) on the Provider's server, the Provider is entitled to delete the User's account, including all data uploaded by the User, within 30 days of the termination of the SaaS contract.

- 4.7 The software, designs, graphics and other elements that are part of the visualizer operated as SaaS are protected by copyright, database right, trademark right and other intellectual property rights (hereinafter collectively referred to as "**Software and other subject matters**"). The User does not acquire or exercise any copyright or other intellectual property rights in the Software and other subject matters, is not entitled to use the Software and other subject matters in copyright sense, and is not granted a license to use the Software and other subject matters. The User is entitled to use the Software and other subject matters only as an End-User and for this purpose the Provider grants the User a consent (End-User License Agreement / EULA).
- 4.8 The User acknowledges that the subject matter of the SaaS contract, of the Provider's services or any of the service packages provided pursuant to clause 2.1 of the GTC does not include the User's connection to the Internet, the maintenance of the Customer's network connection to the Internet or any other network connections of the User, or the procurement and provision of hardware/software necessary for the use of SaaS.
- 4.9 The User acknowledges that SaaS may experience temporary outages due to technical issues, maintenance, testing or updates. The Provider shall be entitled to modify, suspend or (permanently or temporarily) discontinue the provision of the SaaS or any part thereof (including certain features, elements and components).
- 4.10 The Provider is entitled to provide the User with advertising content of third parties together with the SaaS package.
- 4.11 The Provider is entitled to link the SaaS with third party services, in particular by linking or otherwise connecting to a third party e-commerce, the subject of which is the sale of car wraps (foils) or other goods or the provision of other services. The Provider shall not be liable for any information and content published on such third party sites, nor for the execution of e-commerce by such person.

5 SAAS PRICE

- 5.1 The SaaS price for SaaS subscription packages is listed together with the SaaS package specification on the wrapshop.app website as the total price including value added tax and all other taxes, in the form of a monthly fee, an annual fee or a one-off payment (for subscription in advance). The Provider reserves the right to unilaterally adjust (increase/decrease) the price of the SaaS package or to add the price of a new type of SaaS package. The new SaaS prices are valid for the User from the date of their publication on the wrapshop.app website. Such price adjustment shall not apply to the SaaS package already ordered by the User within the meaning of clause 2.2 of the GTC.
- 5.2 The SaaS contract includes a subscription agreement, under which the Provider undertakes to provide the User with SaaS during the subscription period and the User undertakes to pay the price for the provision of SaaS for the relevant time period.
- 5.3 Clause 5.1 of the GTC also applies mutatis mutandis to components, functionalities and/or designs that the User has ordered for a fee in addition to the SaaS provided free of charge (so-called micropayments).
- 5.4 If during the term of the SaaS contract the Provider permanently ceases to provide SaaS, the User is entitled to a refund of an aliquot amount of the price of SaaS within the meaning of clause 5.1 of the GTC for the unused subscription period of the current paid subscription. The User is obliged to provide the Provider with cooperation in the form of providing up-to-date and correct information about the User's bank account to which the User requests a refund pursuant to this clause of the GTC.

6 PAYMENT TERMS

- 6.1 Payment of the price for the SaaS ordered by the User is possible by online payment via credit card to the Provider's bank account. The Provider shall provide the User with the SaaS after the payment has been credited to the Provider's bank account, within 48 hours at the latest. The Provider shall send an invoice as a

tax document to the User's e-mail address.

- 6.2 Clause 6.1 of the GTC shall also apply mutatis mutandis to components, functionalities and/or designs that the User has ordered for a fee in addition to the SaaS provided free of charge.
- 6.3 The Provider may send a notification to the User prior to the expiry of the subscription period, informing the User of the approaching end of the subscription period.

7 WARRANTY, CLAIMS AND COMPLAINTS

- 7.1 When providing SaaS, the User receives a guarantee in relation to its defects to the extent determined by the applicable legislation. Complaints may be made by the User via e-mail support@wrapshop.app.
- 7.2 An unjustified claim is considered to be a claim by which the User claims SaaS that do not arise from the contractual relationship between the Provider and the User, are contrary to generally binding legislation or good morals, or the facts stated by the User are not based on the truth or if such a claim is made after the expiry of the warranty period.
- 7.3 The User is entitled to lodge a complaint in relation to the Provider's offer and provision of SaaS to the supervisory authority, which is the Slovak Trade Inspection Authority with its registered office at Bajkalská 21/A, 827 99 Bratislava, Slovak Republic, P.O.BOX 29.

8 WITHDRAWAL FROM THE CONTRACT

- 8.1 By agreeing to these GTC, the User who is a consumer acknowledges that by agreeing to the commencement of the provision of SaaS, he/she loses the right to withdraw from the SaaS contract.
- 8.2 The User is entitled to withdraw from the SaaS contract if the Provider fails to provide the SaaS within 48 hours of the payment of the price in accordance with clause 6.1 of the GTC.
- 8.3 The Provider is entitled to withdraw from the SaaS contract in the event of any substantial breach of the GTC by the User.

9 SPECIAL PROVISIONS

- 9.1 The Provider shall not be liable if the car models used within the SaaS-operated visualizer do not have realistic shapes and/or dimensions as real cars.
- 9.2 The SaaS graphic user interface may include advertising or other paid third party content. The SaaS may contain a link to third party services, in particular an electronic shop (e-shop) operated by a third party. The User shall inform the User when switching to a third party service. In the case of use of a third party service, the Provider is not liable for the content, services or other facts provided directly or indirectly by third parties.

10 DISPUTE RESOLUTION

- 10.1 Disputes between the User, who is a consumer, and the Provider may be resolved through the alternative dispute resolution system in accordance with Act No. 391/2015 Coll. on Alternative Dispute Resolution of Consumer Disputes and on Amendments and Supplements to Certain Acts (z. č. 391/2015 Z. z. o alternatívnom riešení spotrebiteľských sporov a o zmene a doplnení niektorých zákonov). The user is entitled to submit a proposal to initiate alternative dispute resolution through the Online Dispute Resolution (ODR) platform – Riešenie sporov online (RSO).

11 DATA PROTECTION

- 11.1 The Provider guarantees to all its customers (Users) the protection of the personal data processed and provided to it in connection with the performance of its business activities, including the provision of SaaS.

At the same time, the Provider declares that the personal data provided to it by its customers (Users) will be used only for the purpose of conducting business and will not be disclosed to a third party or otherwise misused. Further information on the protection of personal data is published on the website www.wrapshop.app. A prerequisite for placing an order is the consent to the terms and conditions of personal data processing by the Provider.

12 FINAL PROVISIONS

- 12.1** The Provider reserves the right to unilaterally change, cancel or amend these GTC at any time, in whole or in part, even without prior notice, in the event of a change in legislation, a change in the market situation, a change in the Provider's business policy or at its own discretion. Amendments or additions to the GTC shall enter into force and effect on the date of their publication on the website www.wrapshop.app. Clause 5.1 of the GTC is not affected.
- 12.2** The Provider and the User declare that all disputes arising between them from legal relations under the Contract shall be preferably settled by way of amicable settlement. The Slovak legal system will be applied to the resolution of disputes by court, and the courts of the Slovak Republic will be competent to decide disputes.

The correspondence address of the Provider is:

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