GENERAL TERMS AND CONDITIONS

for use of the JoinSpace booking System

Version 01 September 2026

This English version is provided for convenience only. The Contract, including these Terms and Conditions and their appendices, is concluded in the Slovak language. In the event of any discrepancy or difference in interpretation between the Slovak version and this English translation, the Slovak version shall prevail.

1. DEFINITIONS

Unless these Terms and Conditions provide otherwise, the following terms shall have the meanings set out below:

Administrator means a natural person who has been granted, by the Owner of a Studio through that person's Account, authorisation to manage Courses, Lessons or Trial Lessons on behalf of the Studio.

Price List means the current price list of plans, subscriptions or other paid services of the Provider published on the Website or agreed between the Provider and the Studio.

Waitlist means the list of Enrollment Applications awaiting an available place in a Course, Lesson or Trial Lesson when its capacity is full.

Child means a minor whose profile in the System is managed by one or more Legal Guardians or guardians through their Accounts.

Instructor means a person who teaches or substitutes for Lessons on behalf of a Studio, has Courses or Lessons assigned to them, and manages their instructor availability, absences or attendance records to the extent made available by the System.

Client means a person who, through the System, searches for, books, enrolls in or manages their own participation or the participation of their Child in a Course, Lesson, Trial Lesson or another Studio activity.

Subscription means the paid entitlement of a Studio to use the Studio Portal within the scope of the selected plan and for the billing period specified in the Price List.

Course means a specific open group or period within an Activity Type, with dates, a schedule, price, capacity, rules, room, Instructor and enrollment settings.

Lesson means one specific session within a Course or a one-off activity.

Licence means the licence to use the System within the scope and subject to the conditions set out in Article 7.

Make-up Lesson means an option to make up for a missed Lesson by attending another suitable Lesson in accordance with the Studio's rules and the settings in the System.

Payment Instructions means payment information provided by a Studio to a Client through the System, in particular the amount, variable symbol or other payment reference and the Studio's bank account.

User means a person who has created an Account or otherwise uses the System. A User may be a Client, Legal Guardian, Owner, Administrator or Instructor.

Provider means the operator of the System identified in Article 2.1 of these Terms and Conditions.

Enrollment Application means a completed and submitted application by a Client, or an application for a Child completed and submitted by a Legal Guardian, for a Course, Lesson or Trial Lesson. An Enrollment Application may have the status pending approval, approved, rejected, cancelled, waitlisted or offered a place from the waitlist.

Studio Terms means the general terms and conditions, operating rules, cancellation terms or other rules and conditions of a Studio governing the participation of a Client or Child in a Course, Lesson, Trial Lesson, Make-up Lesson or other Studio activity, which the Studio publishes or enters into the System.

Trial Lesson means a Lesson designated as a trial lesson and governed by the rules of the Studio and the System. A Trial Lesson may reserve or use the Client's or Child's entitlement to a trial participation in the relevant Activity Type.

Consumer means a User who, in connection with the Contract, an obligation arising from it or a commercial practice, does not act within the scope of their business activity or profession.

Parties means the Provider and, depending on the context, the User or the Studio; **Party** means any one of them.

System means the JoinSpace web application used to manage Courses, Lessons, Enrollment Applications, Trial Lessons, waitlists, attendance, Make-up Lessons, Instructors, notifications, Payment Instructions and related operational processes.

Studio means an entrepreneur, organisation, club, school or other person or entity that organises Courses, Lessons, training sessions, workshops, one-off events or other leisure activities for Clients through the System. The Owner or an Administrator acts on behalf of the Studio through the System within the scope of their authorisations; an Instructor acts only within the scope of the functions made available for conducting Lessons and recording attendance.

Activity Type means a reusable template for a Studio activity, such as ballet, yoga, dance, Pilates or another leisure activity provided by the Studio.

Account means the user account of a natural person in the System. One person may use the same Account as a Client, Legal Guardian, Instructor or Administrator if the relevant authorisations have been assigned to them.

Owner means the natural person who registered the Studio in the System under their Account and who, when creating, activating and managing the Studio, acts in the name and on behalf of the Studio. The Owner represents that they are authorised to act for the Studio and to enter into the Contract on its behalf to the extent relating to use of the Studio Portal and the Subscription.

Terms and Conditions means these General Terms and Conditions, as amended from time to time.

Website means the website www.joinspace.sk.

Legal Guardian means a Client who, through the System, searches for, books, enrolls in or manages the participation of their Child in a Course, Lesson, Trial Lesson or another Studio activity.

Privacy Policy means the Provider's document concerning the processing of personal data, published on the Website.

Contract means the contractual relationship concerning use of the System, of which these Terms and Conditions form part. To the extent the System is used by a User in their personal role, the User is a party to the Contract; to the extent the Studio Portal is created, activated and used on a paid basis, the relevant Studio is a party to the Contract and is represented by the Owner or an authorised Administrator.

2. PROVIDER

2.1 The Provider of the System is **JoinSpace s. r. o.**, Company ID No.: 53 678 605, Tax ID No.: 2121469163, with its registered office at Tomislava P. Kolakoviča 7412/5, 841 07 Bratislava - Devínska Nová Ves, Slovak Republic, registered in the Commercial Register of the Municipal Court Bratislava III, Section: Sro, Insert No. 151907/B.

2.2 The Provider's contact details are as follows:

Address for service: Tomislava P. Kolakoviča 7412/5, 841 07 Bratislava - Devínska Nová Ves, Slovak Republic; email: info@joinspace.sk.

2.3 The contact details specified in Article 2 may also be used to submit a complaint, claim or other request, where applicable.

2.4 The supervisory authority with jurisdiction over the Provider is the Slovak Trade Inspection (Slovenská obchodná inšpekcia), Inspectorate of the Slovak Trade Inspection in Bratislava for the Bratislava Region, Bajkalská 21/A, P. O. BOX No. 5, 820 07 Bratislava, Slovak Republic.

3. SYSTEM

3.1 These Terms and Conditions govern the User's use of the System.

3.2 The System is a software-as-a-service web application accessible through the Website.

3.3 The System is primarily intended for Studios as a B2B product, but it also enables access and management by other Users. A User may use the same Account in different roles, and their rights and obligations under these Terms and Conditions shall be assessed according to the role in which they use the System in the particular case.

3.4 The System comprises three main portals:

(a) the Studio Portal, intended for Owners and Administrators to manage the Studio, Courses, Enrollment Applications, Instructors, schedules, attendance, payments, audit logs and notifications;

(b) the Client Portal, intended for Clients and Legal Guardians to search for, submit and manage Enrollment Applications, manage a Child's profile (where the Client is a Legal Guardian), schedules, the waitlist, Trial Lessons and Make-up Lessons; and

(c) the Instructor Portal, intended for Instructors to manage their instructor schedule, attendance, absences, substitutions and assigned Courses.

3.5 The Provider is not the provider of Courses, Lessons, Make-up Lessons or Trial Lessons available through the System. Courses, Lessons, Make-up Lessons and Trial Lessons are

provided by Studios in their own name and at their own responsibility. They are governed by the general or other terms of the particular Studio organising the relevant Course, Lesson, Make-up Lesson or Trial Lesson.

3.6 The Provider is not a party to the contractual relationship between a Studio and a Client concerning participation in a Course, Lesson, Trial Lesson, Make-up Lesson or other activity, unless a separate agreement expressly provides otherwise.

3.7 The Studio is solely responsible for the content of its offer of Courses and Lessons, their prices, participation rules, cancellation rules, rules for Trial Lessons and Make-up Lessons, health or age restrictions, the quality of the Activity Types provided and communication with Clients.

3.8 The Provider may continuously develop, modify, supplement or restrict the functionality of the System. The Provider shall not, without reasonable grounds, make changes that would result in a material restriction of the System's core functionality.

3.9 The scope of use of the Studio Portal, its limits and the terms of the Subscription are governed by the selected plan under the Price List. Article 3.8 concerning the ongoing development of the System remains unaffected.

4. CONCLUSION OF THE CONTRACT

4.1 The Contract is concluded electronically through the Website, the System interface, by email or by another electronic method agreed between the Parties.

4.2 A person wishing to use the System shall complete and submit the registration form. Before submitting it, the person will be given an opportunity to review and correct the entered data.

4.3 Registration of an Account is always carried out by a natural person in their own name. If a User creates or activates a Studio, the User acts, in matters relating to the Studio, in the name and on behalf of the Studio and represents that they are duly authorised to do so.

4.4 The conditions for submission of the registration form by a User are:

(a) being at least 18 years of age on the date the registration form is submitted;

(b) confirming agreement to these Terms and Conditions;

(c) confirming that the User has read the Privacy Policy; and

(d) confirming that the User has read the consumer information set out in Article 19; and agreeing that use of the System may commence before expiry of the withdrawal period under Article 17.3 of these Terms and Conditions and that, as a consequence, the User loses the right to withdraw from the Contract to the extent in which it has been performed.

4.5 Submission of the registration form by the User constitutes an offer to conclude the Contract.

4.6 Upon successful completion of registration, the Account is created and made available to the User immediately, and the User is then automatically signed in to the System. The Contract, to the extent of the User's personal use of the System, is concluded upon successful completion of registration.

4.7 The Provider may verify the data provided by the User and, in the event of incomplete or manifestly incorrect data, a security risk, misuse of the System or another reasonable ground, may refuse to complete the registration or may subsequently restrict or suspend the User's access to the Account.

4.8 An Account is tied to a specific natural person. The User must not allow another person to use their Account. If a Studio requires access for several persons, it shall assign the appropriate role to those persons through their own Accounts.

4.9 A User may use the same Account simultaneously as a Client, Legal Guardian, Instructor, Owner or Administrator in relation to one or more Studios.

4.10 A Studio profile may be created by the Owner acting on behalf of the relevant Studio. By creating the Studio profile, the Owner, on behalf of the Studio, confirms agreement to these Terms and Conditions and represents that they are authorised to act on behalf of the Studio. Upon successful creation of the Studio profile, the Contract between the Provider and the Studio is concluded to the extent relating to use of the Studio Portal.

The Provider shall electronically confirm successful creation of the Studio profile to the Owner by sending confirmation to the email address specified in the System or by making it available in the System.

4.11 Paid use of the Studio Portal is activated on the basis of an agreement between the Provider and the Studio or on the basis of a Subscription order placed on behalf of the Studio by the Owner or an authorised Administrator. The agreement or order may be made individually, in particular by email, or, if the Provider makes such functionality available, electronically directly in the System.

The Subscription is activated when the Studio accepts the terms of the relevant Subscription and the Price List and the Provider confirms or activates the Subscription. Activation of the Subscription extends the scope of the Contract to include paid use of the Studio Portal in accordance with the terms of the selected Subscription.

The Provider shall electronically confirm activation of the Subscription to the Studio by sending confirmation to the contact email address specified in the System or by making it available in the System.

4.12 By agreement, the Provider may make a demo, trial or pilot operation available to the Studio under special terms. Such terms may reasonably modify or supplement the Price List and these Terms and Conditions to the extent expressly agreed with the Studio.

4.13 The current Terms and Conditions and Price List are available on the Website. The Provider shall provide their wording to the User or the Studio on a durable medium, in particular by email or through the System, where required by law or by the nature of the contractual relationship being concluded.

5. ROLES. AUTHORISATIONS

5.1 Within one Account, a User may use the System in the following roles:

(a) Client;

(b) Legal Guardian;

(c) Instructor;

(d) Owner (Studio); and

(e) Administrator.

5.2 These Terms and Conditions govern the User's rights and obligations in relation to the individual roles.

5.3 After the Account is activated following registration, the Client role is automatically made available to the User or, if the future User creates an Account as an Instructor, the Instructor role together with the Client role. The User may subsequently activate, or request access to, additional roles referred to in Article 5.1 through their Account.

5.4 Additional conditions may apply to the availability of additional roles referred to in Article 5.1 (for example, the Legal Guardian role may be made available only to a User who has the Client role activated and has registered a Child's profile in their Account). Further details are governed by the System and these Terms and Conditions.

5.5 The Provider may make the Owner role available to a User after an introductory demo presentation or by agreement with the User. The User may request a demo through the 'I am interested in a demo' form on the Website or by email to info@joinspace.sk.

5.6 Within the Account and the Studio Portal, the Studio:

(a) may perform activities within the Account through the Owner or an Administrator;

(b) may manage in the System, in particular, the Studio Portal, Activity Types, Courses, Lessons, Make-up Lessons, Trial Lessons, Payment Instructions, contacts, venues, rooms and bank accounts;

(c) must ensure that access to the Studio Portal is granted only to persons who require it for their activities and that such access is removed without undue delay when the reason for access ceases to exist. The Provider shall not be liable in any respect for the management or scope of authorisations granted by the Studio to other persons;

(d) is responsible for the accuracy of information concerning its Courses, Lessons, Make-up Lessons, Trial Lessons, Instructors, prices, capacities, venues, rules, bank accounts and contact details.

5.7 Within the Account and the Instructor Portal, an Instructor may manage the data and activities necessary to conduct or administer the Lessons, Make-up Lessons and Trial Lessons assigned to the Instructor, as well as their schedule, attendance, absences and substitutions. The Studio may, through the settings, assign a broader scope of authorisations to the Instructor.

5.8 Within the Account and the Client Portal, a Client may manage their profile, Courses, Lessons, Make-up Lessons, Trial Lessons and related administration and communication for themselves and, as a Legal Guardian, for their Children.

6. PRICE AND PAYMENT TERMS

6.1 The System is always provided free of charge to Users acting as Clients, Legal Guardians, Instructors or Administrators.

6.2 Unless the Provider determines otherwise in a particular case, use of the System by an Owner or Studio is subject to a Subscription for the period and at the price specified in the Price List for the selected plan. The Provider may allow Owners or Studios to use certain special (advanced) System functionalities for a separate fee charged for use of each such functionality (a *pay-per-action* fee); further details shall be specified in the Price List. A User acting as an Owner, or the Studio, shall always be informed in advance if use of a particular System functionality is subject to such a separate fee.

6.3 The current price, billing period, limits and scope of the individual Subscription plans are specified in the Price List. The plans may differ in particular in the number of administrators, Instructors, Clients or other capacity limits. The scope of the System's functionality is also governed by Article 3.8 of these Terms and Conditions.

6.4 The Subscription fee is payable for the relevant billing period by a method made available by the Provider and agreed with the Studio. Payment may be made, in particular, by bank transfer on the basis of an invoice or, if the Provider makes such functionality available, by payment card or another electronic method. The due date and other payment terms are specified in the Price List, order, invoice, System or individual agreement with the Studio. Making the Subscription available is not, in itself, conditional upon prior payment of the fee; however, the Provider may specify in the Price List, order or individual agreement that activation or continuation of the Subscription is conditional upon advance payment.

6.5 The Provider may amend the Price List at any time. A change in the Subscription price shall not affect the price for a billing period that commenced before the change in price takes effect. The Studio shall be informed of a change in the price of an existing Subscription at least 30 days before the change takes effect, by notice sent to the contact email address specified in the System or by making the notice available in the System. The new price shall apply no earlier than from the beginning of the billing period that starts after the change takes effect.

6.6 In connection with the Subscription or another separate payment under the Price List, the Provider shall issue the relevant tax document and send it to the email address of the User acting as the Owner or make it available in the System. The Owner agrees that invoices may be delivered electronically, either to the email address specified in the System or by making them available in the System, unless applicable law requires another method of delivery.

The Owner or an Administrator who has been granted the relevant authorisation may, on behalf of the Studio, request activation or a change of the Subscription, the selected plan or the billing details. If the Provider makes self-service activation or modification of the Subscription available in the System, it may be carried out only by such a person. The Provider may require documents demonstrating the authority of the Owner and/or Administrator to act on behalf of the Studio.

6.7 The Provider may individually agree with the Studio on a discount, trial period, free use, pilot operation or another commercial benefit. To the extent of such agreement, the individual agreement shall prevail over the Price List.

6.8 If the Studio fails to pay the Subscription properly and on time, the Provider shall request payment from the Owner by sending a notice to the email address specified in the System or by making it available in the System. If the Subscription is not paid within the additional period stated in the notice, the Provider may restrict or suspend the Owner's and Administrators' access to the Studio profile or deactivate the Studio profile. The personal Accounts of Users remain unaffected.

7. LICENCE

7.1 The User acknowledges and agrees that the Provider is the exclusive owner of all intellectual property rights in the System, including copyright, database rights, patents, trade marks and trade secrets. Use of the System does not transfer any intellectual property rights to the User or any third party. The Provider reserves all rights not expressly granted to the User under these Terms and Conditions.

7.2 The Provider hereby grants the User a non-exclusive, territorially, materially and temporally limited, non-transferable licence to use the System, including any modifications thereof (the **Licence**).

7.3 The Licence is granted for the duration of the Contract between the Parties, i.e. for the period during which the User has an Account.

7.4 The Licence includes the User's right to use the System only in the following manner:

(a) the User may use the System solely for its intended purpose, taking into account the User roles activated in the Account; and

(b) the User may not copy, alter, reverse engineer, decompile, modify, adapt or repair the System or any part of it, or otherwise interfere with it.

7.5 The User undertakes not to use any information (i) obtained from the Provider, (ii) concerning the System and obtained from third parties, or (iii) obtained from the System, for the development of a product identical or similar to the System, whether by the User or a third party, or otherwise infringe the Provider's copyright or other rights in the System.

7.6 The User may not grant a licence or sublicence to the System, assign the rights under the Licence in whole or in part, encumber the Licence with any third-party right, or otherwise dispose of their rights and obligations under the Contract in a similar manner.

8. USER OBLIGATIONS

8.1 The User undertakes to comply with the Rules for Use of the System, set out in particular in Article 15 of these Terms and Conditions, and shall ensure that all persons using the System in the User's name or on the User's behalf also comply with the Rules for Use of the System.

8.2 The User acknowledges that the System may be used only with compatible equipment, hardware and electronic communications services, and the User is responsible for procuring and maintaining their proper operation.

8.3 The User must protect the means used to sign in to the Account, in particular access to their email address, telephone number, device, one-time verification codes or sign-in links, and must not make them available to any unauthorised person. The System may use passwordless or other secure authentication methods provided by the Provider or a third party.

8.4 For security and operational reasons, the Provider may create technical backups in accordance with Article 9.3, but does not guarantee the individual restoration of every record at the request of a User. The User and the Studio are responsible for ongoing exports or other independent backups of data of which they need to retain a separate copy.

8.5 The User must inform the Provider without undue delay of any unauthorised use of the System of which the User becomes aware.

8.6 The System enables the User to correct errors in data entered by the User through the System interface within the Account. For correction of other errors, the Provider must be contacted using the contact details specified in Article 2 of these Terms and Conditions.

9. DATA BACKUP. EXPORT AND AUDIT

9.1 The System retains operational data necessary for the management of Courses, Enrollment Applications, schedules, attendance, Payment Instructions, notifications and audit logs.

9.2 Depending on the functionality of the System, the Studio may export selected data, in particular enrollment records, attendance records or payment overviews.

9.3 For security and operational reasons, the Provider may create technical backups of System data. These backups are intended to protect and restore the System as a whole and do not constitute a guarantee of individual data restoration at the request of a particular User. The User is responsible for the accuracy, completeness and proper management of, as well as backup of, the data.

9.4 Audit logs serve as an operational, security and audit history. They may contain information about who made a change, when the change was made and the scope of the change, and may be retained for an extended period to a reasonable extent.

9.5 Audit logs are not intended to replace a complete database of personal data. Sensitive values may be pseudonymised, hashed or otherwise limited in audit logs.

9.6 Following termination of the Contract, the Provider may delete or anonymise data or restrict access to it if further retention is not required for compliance with legal obligations, the protection of legal claims or the Provider's audit records.

9.7 Specific retention periods for personal data and the manner in which data subjects' rights are handled are governed by the Privacy Policy and any separate data processing agreement, where applicable.

10. INTEGRATION WITH THIRD-PARTY PRODUCTS

10.1 The System may be integrated with third-party applications and databases and may use their services and data (**Third-Party Products**). Third-Party Products are not under the Provider's control and the Provider assumes no liability for their content, accuracy or functionality.

10.2 The User uses Third-Party Products at their own risk, and their use is governed by the terms specified by the relevant third parties (**Third-Party Licence Terms**). The User undertakes to comply with the Third-Party Licence Terms. If the Provider suffers damage as a result of a breach of the Third-Party Licence Terms by the User or by a person acting in the User's name or on the User's behalf, the User shall compensate the Provider for all such damage.

11. SUPPORT

11.1 The User may report a technical issue or submit a suggestion for improvement through the form available in the System interface by clicking the question-mark icon, or by using the Provider's contact email address. Technical support concerns primarily the operation and use of the System.

11.2 Questions concerning the operation of a particular Studio, its Courses, Lessons, Enrollment Applications, payments for activities, cancellation terms or services provided by the Studio must

be addressed to the relevant Studio. The Provider does not provide customer support on behalf of the Studio in such matters.

11.3 The Provider may continuously develop and update the System and may change its visual appearance, controls or functionalities in accordance with Article 3.8. The User is not entitled to preservation of a previous version of the System or to custom modifications of the System unless separately agreed.

11.4 The Provider may decide to discontinue operation of the System. The Provider shall notify affected Users and Studios at least one month in advance and shall provide a reasonable opportunity to export available data. If a Studio has paid a Subscription in advance for a period extending beyond the discontinuation of the System, the Provider shall refund to the Studio the proportionate part of the fee for the period during which the service will no longer be provided; this shall not apply where access was terminated due to a material breach of the Studio's obligations.

12. INTERRUPTION OF THE SYSTEM AND SYSTEM ERRORS

12.1 The Provider shall use the maximum efforts that may reasonably be required of it to ensure that the System operates continuously and without errors. However, the Provider does not guarantee that the System will be available without interruption or that it will be error-free.

12.2 The Provider shall use reasonable efforts to prevent unreasonably long interruptions in the operation of the System caused by circumstances on its side. The Provider shall not be liable for an interruption or restriction caused by circumstances outside its reasonable control, in particular incorrect use of the System, incompatibility of the User's device or software, failure of the internet connection, insufficient Account security, incorrect data entered by the User, an outage or error of providers of essential IT services, or force majeure.

12.3 The User may report errors occurring in the System to the Provider using the contact details specified in Article 2.2 or through the form available by clicking the question-mark icon in the Account interface. The Provider shall use reasonable efforts to remedy the error within a reasonable time. The User is not authorised to interfere with the System for the purpose of remedying an error.

12.4 The Provider undertakes to inform the User in advance of any planned interruption or restriction of the System exceeding 12 hours, at least one day in advance through its Website. If timely notification within this period is not possible, the Provider shall notify the User of the interruption or restriction immediately after becoming aware of it.

13. PROVIDER'S LIABILITY FOR DEFECTS. COMPLAINTS AND SUBMISSIONS

13.1 For the purposes of this Article 13, the System has a defect if it does not meet the requirements for its proper provision, in particular if:

(a) it is not fit for the purposes for which a similar system is ordinarily used, taking into account in particular applicable laws, technical standards or codes of conduct applicable to the relevant sector;

(b) it does not possess the qualities, performance, functionality, compatibility, accessibility, continuity or security ordinarily found in a similar system and which the User may expect having regard to the nature of the System;

(c) its use is prevented or restricted by third-party rights, including intellectual property rights; or

(d) the System is non-functional or its functionality is materially restricted for more than two days solely for reasons attributable to the Provider.

13.2 The Studio interface and the Owner's Account in the System are not intended for Users who are Consumers. Any defects of the System relating to the Studio interface and the Owner's Account may be asserted in accordance with the Slovak Commercial Code. The Provider shall primarily remedy a defect by repairing the System.

13.3 A User who is a Consumer is entitled to have a defect of the System under Article 13.1 remedied and to withdraw from the Contract under the conditions set out in Article 17.3.

13.4 A User who is a Consumer may submit a complaint or other submission to the Provider at the email address specified in Article 2.2 of these Terms and Conditions. The Provider shall handle the complaint or submission within a reasonable period and shall inform the Consumer electronically of the manner in which it was handled at the email address provided during registration in the System.

13.5 The Provider's total liability for damage arising in connection with the Contract between the Provider and the Owner (Studio) is limited to the amount paid by that User (Studio) to the Provider for use of the System during the 12 months preceding the occurrence of the damage, unless applicable law provides otherwise.

13.6 The Provider shall not be liable for indirect loss, loss of profit, loss of business opportunity, damage to reputation, loss of data caused by the User or a third party, or claims by Clients against the Studio arising from the Studio's activities.

13.7 The Studio is solely liable for damage or third-party claims caused by its content, rules, incorrect data, breach of legal obligations, breach of data protection obligations or unauthorised use of the System.

14. CONTENT

14.1 The Provider does not participate in the creation of content entered into the System by a User or sent by a User through the System to third parties or other Users. The Provider does not monitor such content and, to the extent permitted by law, assumes no liability for it. The User is solely responsible for content entered into the System by the User or present in the System as a result of or in connection with the User's use of the System. This also applies to the Studio Terms; storing or displaying them in the System, or technically requiring their acceptance through the System, does not constitute their review, approval or confirmation by the Provider of their legal correctness or compliance with applicable law.

14.2 The User acknowledges that if a third party makes a claim in connection with harmful content in the System, the User must settle such third-party claims without undue delay, including any third-party claims asserted against the Provider.

14.3 If the User breaches their obligations under this Article 14, or if the Provider obtains sufficiently specific and substantiated information that particular content may be unlawful, the Provider may review such content and, to a reasonable extent, remove it, disable access to it or restrict its further dissemination and, depending on the circumstances, temporarily restrict the User's access to the System. The Provider may take such measures also where required by applicable law or a decision of a competent authority. Content which a reporting person considers unlawful

may be reported to the Provider electronically at the contact email address specified in Article 2.2 or through the relevant System functionality, if available. Such measures do not in themselves constitute a breach of the Provider's obligations if taken in accordance with applicable law and these Terms and Conditions.

14.4 The Provider does not guarantee that use of the System's functionalities will produce the legal effects that the User, the User's customers or personnel may expect. It is solely the User's responsibility to ensure that acts performed through the System by the User or by the User's customers or employees produce the intended legal effects for the User.

15. RULES FOR USE OF THE SYSTEM

15.1 The User may use the System only in the ordinary manner and for the purposes for which the System is expressly intended.

15.2 The User may use the System only in a manner that cannot disrupt its operation. The User must not use the System in a manner that would overload the System or the servers on which it is hosted.

15.3 The User may use the System only in accordance with applicable law. The User must not use the System in a manner that infringes the rights of the Provider or third parties.

15.4 The User must not interfere in any way with the security or integrity of the System. The User must not attempt to obtain unauthorised access to the System or to materials relating to the System.

15.5 The User must not enter into the System, or disseminate through the System, illegal or harmful content or content contrary to accepted standards of morality. Content must not infringe third-party rights, including intellectual property rights, personality rights and personal data protection rights. The User must not misuse the System for spam or in any other manner.

15.6 The User must not enter into the System, or distribute through the System, viruses, worms, spyware, other malware or similar harmful software, applications or technologies.

15.7 The User may use the System only in the ordinary manner, in accordance with its intended purpose, these Terms and Conditions and applicable law.

15.8 The User must not:

(a) attempt to obtain unauthorised access to the System or to data of another Studio or another User;

(b) circumvent the System's security, authorisation or capacity mechanisms;

(c) interfere with the source code, reverse engineer, decompile or modify the System;

(d) use the System to develop a competing product in a manner that infringes the Provider's rights;

(e) overload the System, perform automated bulk downloads of data or carry out tests without the Provider's consent;

(f) introduce malicious software, malicious scripts or other technical threats into the System;

(g) use the System for unlawful, misleading or unethical purposes.

16. PERSONAL DATA PROTECTION AND 'COOKIES'

16.1 Personal data is processed within the System. Current information concerning the processing of personal data is set out in the Privacy Policy.

16.2 For personal data protection purposes, the Provider is the controller in relation to personal data processed in the System, to the extent defined in the Privacy Policy.

16.3 For the purpose of managing Courses, Lessons, Enrollment Applications, Trial Lessons, waitlists, attendance, Make-up Lessons, Instructors, notifications and related operational processes, the Provider shares personal data provided concerning Clients, Children and Instructors with Studios. Studios further process the shared personal data as separate controllers. Given the nature of the System and the fact that several processing operations concerning Clients' personal data take place on equipment of the Provider, the Provider and the Owner (Studio), simultaneously with conclusion of the Contract, also enter into the Data Processing Agreement in the wording set out in the appendix to these Terms and Conditions, to which the Studio agrees by accepting these Terms and Conditions. An electronic counterpart of the Data Processing Agreement shall be sent to the Studio at the email address entered by the Owner during registration as the Studio's email address.

16.4 The Provider uses cookies and similar technologies to the extent and for the purposes set out in the Cookie Policy, which is published on the Website and updated from time to time according to the technologies and services used.

17. DURATION AND TERMINATION OF THE CONTRACT

17.1 Duration of the Contract

(a) A Contract with a User who is not an Owner is concluded for an indefinite period.

(b) A Contract with a User who is not an Owner may be terminated by notice given by:

(i) the User who is not an Owner, at any time with immediate effect, by sending notice of termination to the Provider at info@joinspace.sk or through available functionality in the System; and

(ii) the Provider, by written electronic notice delivered to the User's email address provided during registration in the System, subject to a notice period of 15 days from delivery of the notice.

(c) A Contract with a User who is not an Owner terminates automatically if that User does not sign in to their Account at least once during a period of one year. The Provider shall warn such User, 30 days before one year has elapsed since the last sign-in to the Account, of the possible automatic termination of the Contract under this Article of the Terms and Conditions.

(d) A Contract with an Owner is concluded for a fixed term specified in the order, with the option of renewal. The Owner may extend the term of the Contract by paying the Subscription for a further period, in which case the Contract is extended by the period for which the Owner has paid the Subscription in accordance with the Price List. If the Owner selects card payment and expressly activates automatic recurring payments, the fee for subsequent billing periods may be charged automatically until this option is cancelled or the Subscription ends. The terms of automatic payments, where available, shall be displayed to the Studio before activation.

(e) If the term for which the Contract with an Owner was concluded expires and the Contract is not renewed, the Owner and the Studio's Administrators shall no longer have access to the Studio profile. Access to the Studio profile shall be restricted for the Owner and Administrators after expiry of the period for renewal of the Contract under Article 6.8 of these Terms and Conditions. The Provider reserves the right to delete data contained in the Studio profile if the Contract with the Owner terminates and is neither renewed nor replaced by a new Contract with an Owner relating to the same Studio within three months after termination of the previous Contract with the Owner. The Provider shall inform the Owner of the planned deletion of the Studio's data at least 30 days in advance by sending a message to the Owner's email address specified in the Account.

(f) Termination of the Contract by notice by a User who is an Owner does not give rise to a right to a refund of the paid Subscription.

17.2 Withdrawal from the Contract

(a) Either Party may withdraw from the Contract for a material breach of obligations by the other Party. A material breach includes, without limitation, a breach of the Rules for Use of the System under Article 15 of these Terms and Conditions.

(b) The User may also withdraw from the Contract if the System is non-functional for more than 30 days.

(c) Withdrawal from the Contract by the Provider is effective upon delivery of an electronic notice of withdrawal to the User at the User's email address or delivery of written notice of withdrawal to the User's address provided when registering the Account.

(d) Withdrawal from the Contract by the User is effective upon delivery of an electronic notice of withdrawal to the Provider at the email address specified in Article 2.2 of these Terms and Conditions or delivery of written notice of withdrawal to the address specified in Article 2.2 of these Terms and Conditions.

(e) A User who is an Owner and withdraws from the Contract under this Article 17.2 is entitled, as a result of such withdrawal, to a refund of the proportionate part of the paid Subscription.

17.3 Withdrawal from the Contract by a Consumer

(a) A User who is a Consumer has the right to withdraw from the Contract within 14 days after its conclusion.

(b) A User who is a Consumer shall notify the Provider of withdrawal from the Contract using the contact details specified in Article 2.2 of these Terms and Conditions or by delivering written notice of withdrawal to the address specified in Article 2.2 of these Terms and Conditions. A User who is a Consumer may use the form available in the System interface to withdraw from the Contract.

(c) The Provider shall confirm receipt of the withdrawal from the Contract to the User who is a Consumer, at the email address provided during registration, without undue delay after it is delivered to the Provider.

(d) As the System does not constitute goods, the User incurs no costs associated with returning goods as a consequence of withdrawal from the Contract.

17.4 Upon termination of the Contract:

(a) the Licence terminates and the User is no longer authorised to use the System;

(b) the User must refrain from any use of the System;

(c) given that the User has access to data stored within the System and may export it at any time, the Provider is under no obligation to assist the User with migration or transition to another information system;

(d) the User's obligation to pay the price for use of the System and any related accessories does not terminate.

17.5 The User acknowledges that, after 30 days from the date of termination of the Contract, the Provider may delete the User's data stored in the System.

18. OTHER PROVISIONS

18.1 The Studio grants the Provider consent to (i) publish information that the Studio uses or has used the System in the Provider's reference, informational and marketing materials and (ii) use the Studio's logo for that purpose. The Provider shall exercise this right reasonably and in a manner that does not harm the Studio's reputation. The Studio may withdraw this consent at any time by email or request a change to the published information or logo.

19. INFORMATION FOR CONSUMERS

19.1 The main characteristics of the System are set out on the Website and in these Terms and Conditions.

19.2 The Provider's contact details are set out in Article 2.2 of these Terms and Conditions. They may also be used for complaints, submissions, requests for remedy and the exercise of rights arising from defects.

19.3 Use of the System by a User in the role of Client, Legal Guardian or Instructor is free of charge in relation to the Provider. Paid use of the Studio Portal is intended for Studios, and the provisions concerning the Subscription do not apply to a User acting as a Consumer.

19.4 The User incurs no costs in relation to the Provider for delivery of the System or fees for conclusion of the Contract at a distance; this is without prejudice to the User's costs for internet access or services of the User's own providers.

19.5 The payment, technical and other conditions for use of the System are set out in these Terms and Conditions.

19.6 The User's right to withdraw from the Contract is governed by Articles 17.2 and 17.3 of these Terms and Conditions. The User may withdraw from the Contract by delivering an unequivocal statement to the Provider using the contact details specified in Article 2.2. As the subject matter of the Contract is the provision of a digital service, the Consumer is not required to return any tangible item supplied.

19.7 The Provider's liability to the Consumer for defects in digital performance and the Consumer's rights arising from defects are governed by Article 13 of these Terms and Conditions and applicable law.

19.8 The duration of the Contract and the manner of its termination are governed by Article 17 of these Terms and Conditions.

19.9 The System uses cloud and other technical services of third parties. Core application data is operated in cloud infrastructure used by the Provider and authentication may be provided by a separate identity service. Sign-in may use passwordless verification, such as a one-time code or sign-in link. Current information concerning the processing of personal data and the relevant providers is set out in the Privacy Policy and related documents.

19.10 The System is accessible through the public internet and supports commonly used current web browsers and end-user devices with internet access. Specific compatibility may depend on the browser version, operating system and device settings.

19.11 During registration, the Provider informs the User that by using the System before expiry of the withdrawal period under Article 17.3 of these Terms and Conditions, the User loses the right to withdraw from the Contract. By registering, the User confirms that they have been informed accordingly and expressly consents to commencement of use of the System.

19.12 The Provider is not subject to any codes of conduct.

19.13 The subject matter of the Contract is not the supply of goods; provisions concerning complaints applicable to goods do not apply to the System. Defects and errors of the System are governed by these Terms and Conditions.

19.14 A User who is a Consumer has the right to request remedy from the Provider if the User believes that the Provider has infringed their rights. A User who is a Consumer has the right to submit a proposal for the initiation of alternative dispute resolution to an alternative dispute resolution entity if the Provider has rejected the request or has not responded within 30 days after it was sent. The competent alternative dispute resolution entity is the Slovak Trade Inspection (Slovenská obchodná inšpekcia).

20. FINAL PROVISIONS

20.1 These Terms and Conditions constitute the entire agreement between the Parties concerning use of the System. The Studio Terms do not form part of the Contract between the Provider and the User or Studio and may not amend or supplement that Contract or these Terms and Conditions unless the Provider has expressly agreed to such amendment or supplement. A failure or delay by the Provider in exercising any right arising under these Terms and Conditions or by law shall not be deemed a waiver of that right and shall not prevent or restrict any further exercise of that or any other right.

20.2 If any provision or part of a provision of these Terms and Conditions is or becomes invalid, unlawful or unenforceable, it shall be deemed modified to the minimum extent necessary to make it valid, lawful and enforceable, and the validity, lawfulness and enforceability of the remaining provisions shall not thereby be affected or impaired.

20.3 By registering in the System, the User confirms agreement to these Terms and Conditions. When ordering or individually agreeing a Subscription, the Owner or an authorised Administrator acts on behalf of the relevant Studio and, as part of the order or agreement, confirms agreement to these Terms and Conditions and the Price List. If the Subscription is activated on a self-service basis in the System, confirmation is made electronically as part of that process.

For the avoidance of doubt, agreement to these Terms and Conditions does not replace the Client's agreement to the Studio Terms. If the Studio Terms conflict with these Terms and Conditions in matters concerning the functionality or use of the System, these Terms and Conditions shall prevail in relation to the regulation of the System and its use.

20.4 The Provider may amend these Terms and Conditions at any time. Amendments become effective on the third day after the Provider delivers notice of the new Terms and Conditions to the User, or on a later date specified in the Terms and Conditions. If the User does not agree with an amendment, the User may withdraw from the Contract as of the effective date of the amendment by delivering an electronic notice of withdrawal to the Provider at the email address specified in Article 2.2 of these Terms and Conditions or by delivering written notice of withdrawal to the address specified in Article 2.2 of these Terms and Conditions.

20.5 Rights and obligations of the Parties which by their nature are intended to survive termination of the Contract shall not terminate upon termination of the Contract and shall remain valid and effective in full. In particular, termination of the Contract does not affect claims for damages or provisions concerning governing law or dispute resolution arising for the Parties under the Contract.

20.6 This Contract is governed by Slovak law.

20.7 The Contract is concluded in the Slovak language. The Provider may also make these Terms and Conditions, including their appendices, available in other language versions. Such language versions are provided for information and convenience only. In the event of any discrepancy or difference in interpretation between the Slovak version and a translation, the Slovak version shall prevail.

20.8 Any dispute arising out of or in connection with this Contract shall be resolved by the Parties primarily by mutual agreement. If the Parties fail to reach agreement, such disputes shall be decided by the competent Slovak courts.

20.9 These Terms and Conditions take effect on 01 September 2026.

APPENDIX 1 TO THE GENERAL TERMS AND CONDITIONS

DATA PROCESSING AGREEMENT

1. INTRODUCTORY PROVISIONS

1.1 This Data Processing Agreement (**DPA**) is entered into between the **Owner**, acting in the name and on behalf of the Studio, and **JoinSpace s. r. o.**, with its registered office at Tomislava P. Kolakoviča 7412/5, 841 07 Bratislava - Devínska Nová Ves, Slovak Republic, registered in the Commercial Register of the Municipal Court Bratislava III, Section: Sro, Insert No. 151907/B (**Processor**), which, as the Provider, has entered into a contract (**Main Agreement**) with the User, being the Owner acting in the name and on behalf of the Studio, under which it provides the User with services (**Services**) consisting of enabling use of a universal, scalable, multi-level booking system focused on sports, movement, artistic and other leisure activities known under the trade name JoinSpace (**System**).

1.2 Personal data of data subjects is processed in the System. Given that the System is provided on a '*software as a service*' basis through remote access to the System on servers secured by the Provider, directly or through its contractual partners, the Provider has, in relation to selected personal data of data subjects processed in the System, the status of a processor within the

meaning of Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016 on the protection of natural persons with regard to the processing of personal data and on the free movement of such data (General Data Protection Regulation) (**GDPR**), as well as within the meaning of Act No. 18/2018 Coll. on Personal Data Protection, as amended and in force (**Data Protection Act**).

1.3 The User (the Owner or, as applicable, the Studio) has determined which personal data of data subjects is to be processed for purposes determined by the User and therefore, within the meaning of the GDPR and the Data Protection Act, has the status of controller **(Controller)** in relation to such personal data.

1.4 The Controller and the Processor wish to regulate their mutual rights and obligations concerning the Processor's processing of personal data of data subjects in the name and on behalf of the Controller.

1.5 Capitalised terms used in the DPA have the meaning assigned to them in the DPA and the Main Agreement. Personal data protection terms used in the DPA which are not expressly defined in the DPA have the meaning assigned to them, where defined, or customarily attributed to them, where not defined, under the GDPR, the Data Protection Act or any other law or rule, irrespective of its legal force, recommendation, sectoral rule, code of conduct or other rule applicable to the Controller's processing of personal data of data subjects (collectively, **Data Protection Laws**).

2. SUBJECT MATTER OF THE AGREEMENT

2.1 The subject matter of the DPA is the Controller's appointment of the Processor to process personal data of data subjects in the name and on behalf of the Controller and the Parties' agreement on the terms of such processing pursuant to Article 28 of the GDPR, taking into account Section 34 of the Data Protection Act.

2.2 Given the nature of the System, the Processor may, on behalf of the Controller, process personal data relating in particular to the following categories of data subjects:

(a) the Owner or an Administrator, to the extent that personal data of a natural person acting on behalf of the Studio is concerned;

(b) an Instructor;

(c) a Client;

(d) a Child;

(e) a Legal Guardian or guardian of a Child; and

(f) another contact or billing person of the Studio, where information concerning that person constitutes personal data.

Depending on the circumstances, various categories of personal data of data subjects may be processed which they provide or which are otherwise recorded in the System, including:

(i) identification data (such as name, surname, date of birth, age and gender),

(ii) contact details (such as email address and telephone number),

(iii) data concerning the status and authorisations of Users in relation to the Studio (such as assignment of the role of Owner, Administrator or Instructor and the scope of access rights in the System),

(iv) data concerning the availability and workload of Instructors (such as a work calendar showing information on an Instructor's availability, workload and available capacity, or information on the venue of an activity),

(v) where the Instructor so chooses or where it follows from their relationship with the Studio, data relating to performance of their obligations towards the Studio (such as reported absences from an activity, unavailability or other similar data),

(vi) financial data relating to Activity Types (such as the type and method of payment of fees, an overview of paid and unpaid payments or invoices, applied discounts or benefit programmes, and similar information),

(vii) data relating to Activity Types (such as the type of activity in which the Client or Child participates, data concerning Courses, Lessons, Make-up Lessons or Trial Lessons and information on their venue), and

(viii) other data entered by data subjects in their personal profile or otherwise recorded in the System in connection with use of the System. The Processor undertakes to process personal data in accordance with the DPA, the GDPR, the Data Protection Act and all other applicable Data Protection Laws.

3. CONTROLLER'S INSTRUCTIONS

3.1 The Controller hereby appoints the Processor and instructs it to process personal data of data subjects under the DPA and in accordance with its terms and Data Protection Laws. In this connection, the Controller determines that the Processor may collect, record, view, store, structure, disclose by transmission, dissemination or otherwise, rearrange or combine, erase or carry out another processing operation in relation to personal data of data subjects where necessary or required to achieve and fulfil the purpose of processing, which, in the broader sense, is the efficient management of sports, movement or other activities and the related management of personnel and financial capacities.

3.2 The Processor undertakes to:

(a) process personal data of data subjects only on the basis of clear and documented instructions from the Controller, whereby the terms agreed in the DPA are deemed to constitute a clear written instruction concerning the Processor's processing of personal data;

(b) ensure that each **Processor Personnel**, meaning each employee of the Processor and each other entity or person whom the Processor entrusts with processing personal data in the name and on behalf of the Controller (**Subprocessor**), processes personal data of data subjects in accordance with the DPA and Data Protection Laws and does not process personal data of data subjects other than on the basis of the Controller's documented instructions;

(c) adopt technical, organisational and security measures at least to the extent set out in Appendix 1 to the DPA (**Measures**);

(d) promptly inform the Controller if, in the Processor's opinion, an instruction of the Controller infringes Data Protection Laws;

(e) in the event of an unlawful or unclear instruction, inform the Controller without undue delay, request its confirmation or a new instruction and, until such instruction is received, proceed in a manner that protects the personal data to the greatest extent possible and complies with Data Protection Laws.

3.3 The Controller may issue additional written instructions to the Processor through members of the Controller's statutory body and through persons authorised for that purpose by the Controller, where such authorisation has been notified to the Processor.

3.4 The Controller:

(a) shall not issue an instruction that would conflict with Data Protection Laws;

(b) shall inform the Processor if the Controller itself has not fulfilled its information obligations towards data subjects under Data Protection Laws and if the provisions of the privacy policy published by the Processor (**Policy**) cannot be regarded as fulfilling those obligations;

(c) shall provide the Processor with such cooperation in connection with the Processor's processing of personal data as may reasonably be required of the Controller to ensure that personal data is processed in accordance with the DPA and Data Protection Laws.

4. SUBPROCESSORS. PROCESSOR PERSONNEL

4.1 Given the nature of the Services and the particular characteristics of the System, the Controller acknowledges that other entities are also involved in operation of the System, such as providers of web-hosting, cloud or other services. The Controller hereby grants the Processor general authorisation to engage and appoint, for the purposes of processing personal data under the DPA, one or more additional persons as Subprocessors. In such case, the Processor shall proceed in accordance with the conditions of Article 4.2.

4.2 The Processor shall:

(a) before making personal data available to a Subprocessor, enter into an agreement binding the Subprocessor to the same extent as the Processor is bound under the DPA;

(b) instruct, or ensure that, all Processor Personnel are properly, timely and demonstrably instructed on the handling of personal data of data subjects;

(c) make the current list of Subprocessors available to the Controller on the Website, in the System or upon request. The list shall include at least the identity of each Subprocessor and the nature of the service it provides;

(d) maintain confidentiality and ensure that each Processor Personnel is bound by a contractual or statutory duty of confidentiality in relation to the processing of personal data for the Controller before that person is given access to personal data of data subjects;

(e) inform the Controller, within a reasonable period in advance, of any intended addition or replacement of a Subprocessor that will process personal data under this DPA on behalf of the Controller and allow the Controller to object to such change.

4.3 Taking into account (i) the circumstances of processing personal data for the Controller under the DPA, (ii) the state of the art, (iii) the likelihood of risks to the rights of data subjects and the severity of interference with the rights and freedoms of natural persons affected by the processing of personal data under the DPA, the Processor shall adopt, apply and maintain appropriate technical, physical, organisational and process measures, at least to the extent of the Measures.

4.4 At the Controller's request, the Processor shall make available, and shall ensure that each Processor Personnel makes available directly or through the Processor, all information and data concerning the processing of personal data for the Controller, including for the purpose of demonstrating compliance of such processing with the DPA and Data Protection Laws.

4.5 The Processor shall permit, and shall ensure that each Processor Personnel permits, audits, inspections or other supervisory activities concerning the processing of personal data by the Controller or a supervisory authority, and shall cooperate and provide the Controller with the necessary assistance in connection with such audit or inspection.

5. Upon completion of the processing of personal data under the DPA, the Processor shall, according to the Controller's instruction, erase or return the personal data to the Controller and erase existing copies, unless Data Protection Laws require their further retention. This obligation does not apply to personal data that JoinSpace is entitled to continue processing in its own name as a separate controller under the Privacy Policy. Personal data contained in technical backups may remain stored until deletion within the ordinary backup cycle, provided that until deletion it is not actively used for purposes other than ensuring restoration, integrity and security of the System.

6. THIRD PARTIES. TRANSFERS OF PERSONAL DATA

(a) Unless Data Protection Laws, the general terms and conditions for use of the System or the Policy expressly provide otherwise, the Processor must not, directly or indirectly, transfer personal data to (i) third countries, i.e. outside the European Economic Area and Switzerland, or (ii) international organisations without the Controller's prior written consent, and must not permit any Processor Personnel to make such transfer. The foregoing does not apply where the European Commission has decided, pursuant to Article 45 of the GDPR, that the third country or international organisation ensures an adequate level of protection, or where the transfer is made using another method permitted by or approved under the GDPR.

7. OTHER RIGHTS AND OBLIGATIONS OF THE PROCESSOR

7.1 The Processor undertakes to:

(a) immediately notify the Controller of any personal data breach, as well as any suspected personal data breach;

(b) in the event of a personal data breach, take the measures necessary to stop the breach or, where this is objectively impossible, to mitigate its consequences, and without undue delay provide the Controller with the cooperation and information necessary in relation to the breach and the subsequent assessment, fulfilment of notification obligations under Data Protection Laws, and remediation or mitigation of its consequences;

(c) provide the Controller with cooperation and all available information in connection with the Controller's compliance with obligations under Data Protection Laws, including, without limitation, in connection with the exercise of rights by a data subject;

(d) not process personal data for its own purposes within the processing carried out under this DPA. This is without prejudice to the processing of personal data by JoinSpace s. r. o. in its own name and for its own purposes as a separate controller, provided that such processing is carried out in accordance with Data Protection Laws and the Privacy Policy;

(e) maintain records of processing activities to the extent required by Data Protection Laws and make them available to the Controller upon request.

7.2 Without the Controller's prior written consent, the Processor must not disclose, make available or otherwise permit any third party to access any personal data or information concerning the processing of personal data for the Controller under the DPA, including any information concerning a potential personal data breach.

7.3 The Processor acknowledges and agrees that it is not entitled to any separate remuneration or consideration from the Controller or any other company or entity belonging to the same group of companies as the Controller for performance of its obligations under the DPA. The Processor's costs of performing the DPA are included in the price of the Services under the Main Agreement.

8. DURATION AND TERMINATION OF THE AGREEMENT

(a) The DPA becomes valid and effective upon conclusion of the Main Agreement, of which it forms an integral part.

(b) The DPA is concluded for a fixed term corresponding to the duration of the Main Agreement. The Parties agree, however, that the effectiveness of the DPA shall not end before all obligations of the Processor under the Main Agreement, the performance of which requires processing personal data of data subjects, have ceased.

(c) The Parties agree that the DPA may not be terminated by notice or withdrawn from separately without simultaneous termination of the Main Agreement, unless Data Protection Laws or this DPA provide otherwise.

9. NOTICES

9.1 Documents and legal acts concerning the conclusion, amendment or termination of the DPA may be made and delivered electronically. Notices to the Processor shall be delivered using the contact details specified in Article 2.2 of the Terms and Conditions and notices to the Controller shall be delivered to the Studio's contact email address specified in the System or to another email address notified by the Controller to the Processor. A document or legal act may also be made or delivered through the System if its functionality permits and applicable law does not require another form.

9.2 The Parties must keep their contact details up to date. An electronic notice shall be deemed delivered no later than the next business day after it is sent, provided the sender has not received a non-delivery message and applicable law does not provide otherwise.

10. LIABILITY. CONFIDENTIALITY

(a) Each Party is liable to the other Party for breach of its obligations under the DPA.

(b) The Controller acknowledges that it is ultimately responsible for ensuring that personal data of data subjects is processed in accordance with Data Protection Laws and that the Processor is neither required nor authorised to supervise the Controller in this respect.

(c) Personal data processed by the Processor on behalf of the Controller under this DPA is confidential and must not be used for purposes other than performance of the Main Agreement or the DPA or otherwise processed contrary to the DPA or the Controller's instructions.

This is without prejudice to the Processor's processing of personal data in its capacity as a separate controller, in particular in relation to data obtained directly from Users of the System or other processing activities for which the Processor independently determines the purposes and means of processing, under the conditions set out in the Privacy Policy and in accordance with Data Protection Laws.

11. FINAL PROVISIONS

(a) In the event of a change in Data Protection Laws or the circumstances of processing, the Parties shall reasonably amend the DPA so that it remains compliant with applicable law. Amendments may be made by electronic addendum, amendment of the Terms and Conditions or another demonstrable method consistent with the Main Agreement and applicable law; this is without prejudice to the obligation to inform the Controller of changes where required by the GDPR or this DPA.

(b) The DPA is concluded electronically in the Slovak language. A translation into another language may be made available for information and convenience only; in the event of any discrepancy or difference in interpretation, the Slovak version shall prevail. The electronic version made available as part of the Terms and Conditions or on a durable medium constitutes an equivalent counterpart of the DPA.

(c) The DPA, including its interpretation, is governed by the laws of the Slovak Republic. Disputes arising out of or in connection with the DPA shall be decided by the competent court of the Slovak Republic in accordance with generally binding rules of civil procedure.

(d) The DPA supersedes any previous contracts, arrangements and agreements concerning the Processor's processing of personal data within the scope of the DPA.

(e) When concluding the Main Agreement on behalf of the Studio, the Owner represents that they have reviewed and agree to the DPA as an integral part of the Main Agreement. The DPA is concluded at the time the Main Agreement is concluded.

APPENDIX 1 TO THE DATA PROCESSING AGREEMENT

MEASURES

The Processor undertakes to adopt and maintain the following Measures when processing personal data of data subjects under the DPA. The Measures constitute the minimum standard for the level of protection of personal data.

The Processor may also adopt and use other technical, organisational, personnel or process measures which, taking into account the nature, scope and risks of processing, ensure an appropriate level of protection of personal data, in particular (i) the confidentiality, integrity, availability and resilience of processing systems and services, (ii) the ability to restore the availability of and access to personal data within a reasonable time in the event of a physical or technical incident, (iii) protection of personal data against accidental or unlawful destruction, loss, alteration, unauthorised disclosure or access, and (iv) an appropriate process for regularly testing, assessing and evaluating the effectiveness of the technical and organisational measures adopted.

The Processor may continuously modify individual Measures or replace them with equivalent or more effective measures in light of developments in technology, risks and the architecture of the System, provided that the overall level of protection of personal data is not reduced.

1. Physical access control

The Processor ensures appropriate protection of premises and equipment where personal data may be processed, taking into account the nature of the relevant premises and the level of risk.

Where infrastructure or part of it is operated through providers of cloud, hosting or data services, physical security of the relevant infrastructure is ensured by the relevant provider in accordance with its security rules and contractual obligations.

Access to equipment and premises under the Processor's control is limited to authorised persons according to their business need.

2. System access control

Access to systems used for processing personal data is provided only to authenticated and authorised persons, generally on the basis of roles and the principle of least privilege.

Depending on the nature of the system and the assessed risk, the Processor uses appropriate mechanisms, in particular:

- individual user accounts and management of access rights,
- secure authentication mechanisms,
- multi-factor or passwordless authentication where appropriate and technically available,
- an appropriate password security policy where passwords are used,
- automatic locking of devices or user sessions after inactivity, where appropriate for the relevant system,
- protection of devices and systems against malicious software and unauthorised access; and
- regular review and removal of access rights when the need for access ceases.

Security mechanisms are updated as appropriate in light of developments in technology, identified threats and the systems used.

3. Access control to personal data

Access to personal data is provided only to the extent necessary for performance of the tasks of the particular authorised person or system.

The Processor uses appropriate authorisation and user-access management mechanisms so that access to personal data may be reasonably restricted according to individual roles and the purpose of processing.

Where permitted by the nature of the processing and the technical solution, and where appropriate having regard to the risk, the Processor may use pseudonymisation, data minimisation, export restrictions or other mechanisms reducing the scope of access to directly identifying data.

Secrets, cryptographic keys, access credentials and similar sensitive configuration data are, to an appropriate extent, stored and managed separately from application data.

4. Data transmission control

Transmission of personal data through electronic communications channels is protected by appropriate technical means, in particular through the use of standard secure and encrypted communication protocols.

Where physical transfer of data carriers containing personal data takes place, the Processor adopts appropriate measures to prevent their loss or unauthorised access. Physical transfer of personal data is used only to the extent necessary.

Unnecessary data carriers or data are disposed of or erased in an appropriate manner, taking into account the nature of the data, the technology used and applicable Data Protection Laws.

5. Ensuring availability and confidentiality of systems

The Processor maintains appropriate technical and organisational measures to ensure the availability, integrity, confidentiality and resilience of the System.

Depending on the nature of the particular service and the assessed risk, these measures may include in particular:

- use of availability and redundancy mechanisms of the cloud or hosting platform,
- backup of data and configuration,
- monitoring of availability, errors and security events,
- security updates and management of known vulnerabilities,
- appropriate separation of production and non-production environments; and
- restriction of access to individual environments according to business need.

The scope of redundancy, backup and other availability mechanisms is determined taking into account the nature of the System, the nature of the data processed and the relevant processing risks.

6. Ensuring availability of and access to personal data in the event of an incident

The Processor maintains appropriate mechanisms enabling restoration of the availability of the System and access to personal data within a reasonable time in the event of a technical or physical incident, taking into account the nature of the incident, the System and the data concerned.

For this purpose, it uses in particular appropriate backup, recovery and availability mechanisms provided by the technology infrastructure and cloud or hosting services used.

Backups are intended primarily for restoration of the System, its databases or relevant parts thereof and do not constitute a guarantee that each individual record can be restored separately.

Recovery procedures or mechanisms are verified or tested at appropriate intervals.

7. Ensuring security of processing

The Processor maintains processes appropriate to the scope of its processing and the assessed risks, aimed at continuously maintaining and improving the security of the System.

These measures may include in particular:

- operational and security logging and monitoring,
- monitoring of availability and error conditions,
- management of security updates and software dependencies,
- identification and remediation of known vulnerabilities according to their severity,
- appropriate security controls in the software development process,
- review of changes before deployment to the production environment,

- appropriate separation of access to development, testing and production environments; and
- regular assessment of the adequacy of implemented security measures.

The Processor also maintains procedures for identifying, assessing, responding to and documenting security incidents and personal data breaches. In the event of an incident, it shall take appropriate measures to limit its consequences, restore secure operation and fulfil the relevant obligations under the DPA and the GDPR.

When selecting Subprocessors that may have access to personal data, the Processor reasonably assesses their security and organisational measures and ensures the relevant contractual terms required by Data Protection Laws. Subprocessors' access to personal data is limited to the extent necessary for provision of their services.

8. Personnel and organisational measures

Persons who have access to personal data in the course of the Processor's activities are bound by a duty of confidentiality or an equivalent statutory or contractual confidentiality obligation.

The Processor ensures that persons with access to personal data are, as appropriate to their role, informed of the rules for secure processing of personal data and the relevant internal rules.

To an extent appropriate to the size of its organisation, the scope of processing and identified risks, the Processor maintains internal procedures in particular for access management, security changes, incident handling and other areas relevant to the protection of personal data.