

INTRODUCTORY CLAUSES

- These Terms of Services govern your use of the services defined below and provided via the website luigisbox.com (the “**Website**”) as the software-as-a-service intended for business customers (the “**Customer**” or “**you**”) as well as all accessory services that are made available through the Website. These services provided via the Website are offered in various service packages (the “**Service Packages**”) and also as accessory services (the “**Accessory Services**”) that may be selected by the Customer (the Service Packages and Accessory Services collectively referred as the “**Services**”). The Website and the Services provide you with modern analysing tools for various eCommerce solutions of customers.
- The Customer may also select consulting services provided by the Provider which comprise management of the analysing tool available through the website luigisbox.com and related to support at managing the Customer’s user account within the tool (hereinafter referred to as the “**Consulting Services**”) and/or implementation services consisting of implementation, configuration, setting and the initial deployment of the Luigi’s Box analysing tool on the Customer’s and of the Customer’s user account provided by the Provider (hereinafter referred to as the “**Implementation**”).
- These Terms of Services regulate your relationship with Luigi’s Box, s.r.o., a limited liability company incorporated under the laws of Slovakia, with its registered seat at Tallerova 4, Bratislava – mestská časť Staré Mesto 811 02, Slovakia, identification No.: 50 641 671, registered with the Commercial Registry of Municipal Court in Bratislava I, section: Sro, insert No.: 116273/B (“we”, “us”, or “Luigi’s Box”). Please read them carefully as they affect your rights and liabilities under the law. If you do not agree with these Terms of Services, please do not use the Services. If you have any questions on these Terms of Services, please contact us via hello@luigisbox.com.

- The Services are operated by us. By using the Services you agree to be bound by these Terms of Services that constitute the binding agreement (“**Agreement**”) between you and LuigisBox (“**Parties**“ and each individual party also as the “**Party**“). These Terms of Services set out the legally binding terms for your use of the Services and are available on the Website.
- Only legal entity, such as a corporation, limited liability company, partnership, or other legal entity duly formed and in good standing, as applicable, is eligible to accept these Terms of Service. Individuals (natural persons) are not authorised to use LuigisBox Service and shall not enter into Terms of Service with LuigisBox.
- This Agreement includes LuigisBox’s policy for acceptable use of the Services, your rights, obligations and restrictions regarding your use of the Services and our Data Protection Agreement.

THE AGREEMENT (TERMS OF SERVICES)

1. SUBJECT MATTER OF THE AGREEMENT

1. On the basis of this Agreement and under the conditions stipulated herein LuigisBox undertakes to provide you with:
 1. access to the Website’s functionalities and infrastructure and applications in accordance with the selected Services Package;
 2. the Accessory Services, if they are selected by the Customer.
 3. the **Consulting Services and/or Implementation** if they are selected by the Customer.

2. The setup and basic usage instructions of the Services and other technical requirements are accessible via the Website and the customer manual that will be provided by us.
3. You shall pay LuigisBox remuneration for the provision of the Services, **Consulting Services and/or Implementation** in the amount and under the terms stipulated in Art. 5 and 6 hereof.

2. GENERAL RIGHTS AND OBLIGATIONS OF THE PARTIES

1. We undertake to provide the Services in a professional manner, in compliance with good industry practice and within the agreed scope and quality.
2. You warrant and represent that you have necessary legal capacity and authority to accept and be bound by these Terms of Service.
3. Upon our request, you undertake to provide us with all information and cooperation necessary for due and timely performance of our obligations hereunder. You are responsible for the accuracy of any information disclosed and/or provided to us in connection with the Services.

3. ACCOUNT REGISTRATION

1. You will have the access to the Services after the registration your personal account (the “**Account**”) at the Website. To register for the Service and in order to create the Account, you shall complete the registration process on the Website by providing us with the complete and accurate information that are necessary to provide the Services. Your registration form must include your email address (it will be your username), password and billing information. Such information has to be real and up to date.

2. As soon as your registration is carried out, you shall select your Services Package, Accessory Services and maximum number of units consisting of pageviews, indexed items, Autocomplete, Search, and Recommender requests per billing period (the “**Units**”) that represent your service plan (the “**Plan**”). Your Plan automatically renews at the end of the billing period.
3. After the selection of the Plan, you shall submit to LuigisBox a URL identifying your website on which the Services are used. You represent and warrant that you are the owner and domain name holder of the given website or that you have the necessary permissions or authorisations by the owner (domain name holder) to submit the URL and such website for using the Service. Subsequently, LuigisBox provides you with the LuigisBox Script for your website. On the basis of our LuigisBox Script we are able to provide our Services, in particular to analyse data from visitors – person using or visiting your website (the “**Visitors**” and the “**Visitor’s Data**”).
4. LuigisBox does not guarantee that the Service is suitable to be used with any particular website.
5. LuigisBox reserves the right to refuse, in its sole discretion any request for Service by any party for any reason.
6. From time to time, we may provide some features of your Account or some parts of the Service Package on free basis (you may find all relevant information about free parts of the currently provided Service Package at the Website). Moreover, we may add, modify or discontinue any part of the Service Package with or without notice anytime. If you do not agree with the possible changes in the Service Package, you may withdraw from the Agreement; however, please note that by further use of the Service after the change has been implemented, it shall be deemed that you have approved the changes.

4. TRIAL PERIOD

1. During the registration process under Art. 3 thereof, LuigisBox may offer to Customer a trial period during which Customer can access and use the Service on trial basis for free (the “**Trial Period**“). Your right to Trial Period is not guaranteed for any period of time and we reserve the right, in our sole discretion, to limit or terminate your Trial Period.
2. If You are using the Service on a trial basis, your Trial Period will terminate:
 1. 14 days after your registration of the Account to the Service,
 2. upon your cancelation of your Plan,
 3. upon our termination of your Plan, or
 4. upon the number of Visitors on your website have reached the number as stated on LuigisBox website.
3. If you fail to cancel your Plan within the Trial Period, the Services shall automatically continue in limited mode. In such case you may use the Services only with limited functions that are provided for free (for example, you will be able to access only a limited set of the measured data within the analysis interface of the Website). If you pay our remuneration under Art. 5. and 6. thereof, you will be able to use all of our Services in full.
4. We may modify or discontinue any trials or promotions at any time without notice.

5. REMUNERATION

1. LuigisBox shall be remunerated for the Services provided to the Customer under this Agreement in accordance with its pricing policy accessible via the website: <https://>

www.luigisbox.com/pricing/ (the “**Pricing Policy**”) unless agreed otherwise.

2. Any expenses in addition to those paid pursuant to the Pricing Policy must be agreed upon by LuigisBox and the Customer separately in writing.
3. In case of the termination of the Agreement by the Customer, the Customer is obliged to pay for the Services, Consulting Services and/or Implementation already provided by LuigisBox.
4. The Customer is obliged to pay the remuneration for Services under this Agreement in accordance with the Pricing Policy regardless of whether the number of Units in the corresponding billing period reached the agreed limit of Units. In case the number of Units in the corresponding billing period exceeds the agreed limit, the Customer is obliged to pay the Provider the difference between the number of Units actually used and the number of Units selected by the Customer within the Plan in accordance with the Pricing Policy.

6. PAYMENT CONDITIONS

1. All remuneration shall be calculated and invoiced in euro (EUR) or United States dollar (USD), unless agreed otherwise.
2. The payment for the Services will be charged in advance on an annual basis, unless agreed otherwise.
3. The remuneration is paid either by (i) wire transfer within 30 days upon the issuance of LuigisBox’s invoice or (ii) will be billed to your credit card in advance.
4. You may authorise the card issuer to pay remuneration pursuant to your Plan and authorise us (or a billing agent acting on our behalf) to continue automatically charging all such amounts to your credit card account. You shall provide us with the updated information regarding your

credit card account upon our request and any time the information earlier provided is no longer valid.

5. You may cancel your order and the provision of the Services at any time. Once you cancel the provision of Services, you will continue to have access to the Services until the end of the billing period as agreed between the Parties. To the extent permitted by the applicable law, the payments of the remuneration are non-refundable.
6. If, within the provision of our Services, your Plan is:
 1. upgraded, the change in remuneration will be effective immediately from the moment of the Plan upgrade.
 2. downgraded, the change in remuneration will be effective as of the commencement of the next billing period.
7. We shall issue invoices for the Services carried out pursuant to the Agreement to the Customer on a periodical basis no later than on fifteenth (15.) day of the first calendar month of the billing period in which the Services to be invoiced are performed. If the Parties agreed in writing that the payment for the Services will be charged after the provision of Services on a periodical basis, we shall issue invoices for the carried out Services no later than on fifteenth (15.) day of calendar month following the billing period in which the Services to be invoiced were performed. In some of the cases, the Parties may agree that the invoice for the Services will be issued prior to the commencement of the provision of the Services.
8. Any outstanding balance becomes immediately due and payable upon the termination your Account under this Agreement.
9. In case of delay with payments of the invoices pursuant to Art. 6.3 hereof, the Customer is obliged to pay to LuigisBox the interest for the late payment in the amount

of 0,05 % of the due amount for each, even commenced, day of delay.

10. Unless agreed otherwise, any taxes, VAT, customs, levies, charges, etc. are not included in the sum of remuneration according to the Agreement. The Parties have agreed that you are solely responsible for tax or other legal obligations related to your payments (in particular, tax and customs regulations and for any additional tax declaration in your own country).

7. USE OF THE SERVICES BY THE CUSTOMER

1. You as the Customer are solely responsible towards us for using the Services.
2. You are obliged to carry out your obligation pursuant to personal data protection law towards your Visitors that use your website on which the Services are used. You are also responsible for the content that is published, uploaded, posted or displayed through the website on which the Services are used.
3. You undertake not to use the Services for any illegal or prohibited activities or projects, in particular for the activities or projects that:
 1. are patently offensive and promotes racism, bigotry, hatred or physical harm of any kind against any group or individual;
 2. harass or advocate harassment of another person;
 3. involve the transmission of “junk mail”, “chain letters,” or unsolicited mass mailing or “spamming”;
 4. promote information that to your knowledge is false or misleading, or promote or involve illegal activities or conduct that is abusive, threatening, obscene, defamatory or libellous;
 5. promote an illegal or unauthorised copy of another person’s copyrighted work, such as providing pirated

computer programs or links to them, providing information to circumvent manufacture-installed copy-protect devices, or providing pirated music or video or links to pirated music or video files;

6. contain restricted or password only access pages or hidden pages or images (those not linked to or from another accessible page);
 7. provide material that exploits people under the age of 18 in a sexual or violent manner, or solicit personal information from anyone under 18;
 8. you do not control or with respect to which you have not obtained the necessary permits and authorisations to act in such manner;
 9. provide instructional information about illegal activities such as making or buying illegal weapons, violating someone's privacy, or providing or creating computer viruses; or
 10. solicit passwords or personal identifying information for unlawful purposes from users.
4. You shall use the Services in a manner consistent with any and all applicable laws and regulations.
 5. You shall abstain from any activities that could facilitate or encourage any violations of this Agreement, any other LuigisBox's policies, or any right of the third person.
 6. You are solely responsible for activities that occur under or through your Account, including activities initiated by third parties, whether or not such activities are authorised by you. If you allow an employee or agent to access the Service on your behalf, you shall ensure that such third party is bound by, and abides by, the terms of this Agreement. You undertake to notify LuigisBox with no undue delay of any known or suspected improper or wrongful use of the Service.

8. OUR RIGHTS AND OBLIGATIONS WITHIN PROVISION OF THE SERVICES

1. We reserve the right to change the type and content of our Services from time to time, at our discretion, with the prior notice addressed to the Customers via our Website and via email notification.
2. You grant to LuigisBox the right to access to the code of your website to collect any information concerning Visitors' actions or activities on your website, any information sent to you by Visitors' web browsers, any data or other information you submit to LuigisBox or any data or other information that is otherwise accessible from your website registered in the Account (the "Customer Data").
3. For avoidance of any doubt, we inform you that we are not able to provide our Services without having the access to the website on which the Services are used and without provision of these Customer Data.
4. In order for us to provide the Services you grant the consent to LuigisBox to access and use Customer Data:
 1. to manage your access to the Service, including, without limitation, providing any reports and analyses from your website and other functions;
 2. to improve the Service;
 3. to aggregate data to compile statistics and general trends about the Service for, among other things, marketing purposes;
 4. to comply with any legal obligations.
5. You shall retain ownership of Customer Data and have sole responsibility for the accuracy, legality and intellectual property rights in Customer Data. You represent and warrant that you have all rights, licenses,

and consents required to grant aforementioned rights to Customer Data to LuigisBox.

6. LuigisBox may access your Account, or information associated with your Account, to provide support or maintenance, for security-related reasons, or any other business purposes dealing with the provision of the Services. You acknowledge and consent to such access.
7. We reserve the right to refuse or stop access to the Services anytime provided that you use the Services or the Website for illegal or prohibited activity, in particular for the activities pursuant to Art. 7.3 hereof or in case of any suspicion financial fraud.
8. We reserve the right to refuse or stop access to the Services anytime provided that you use the Services for illegal or prohibited activity or projects, in particular for the activities or projects pursuant to Art. 7.3 hereof.
9. We may also suspend or terminate Services at any time, if we determine that your payment information is inaccurate or not current.
10. The Parties are aware that illegal or unauthorised use of the Services is prohibited. Appropriate legal action may be taken by us for any illegal or unauthorised use of our Services. We reserve the right to cooperate with appropriate law enforcement agencies with respect to any activities conducted with or through our Services that may violate any applicable laws.

9. INTELLECTUAL PROPERTY

1. The content of our Website and the provision of our Services is protected by copyright, database rights and other intellectual property rights. We retain and reserve all copyright, trademark, intellectual and other property rights pertaining to the Website and our Services, their development and/or use. We provide to the Customer the

access to the Website's functionality pursuant to the terms and conditions of this Agreement.

2. Nothing in this Agreement shall be construed as conferring any license of any intellectual property rights or such materials by us to you. You may use our Website and its Services in commonly way pursuant to this Agreement.
3. LuigisBox hereby grants to you a limited, revocable, non-exclusive, non-transferable and non-assignable worldwide right to use Service solely for your internal business purposes (including to add LuigisBox Script into HTML code of your website, that is properly registered within your Account) and only within duration of this Agreement.

10.LIMITATIONS ON USE

1. Customer shall not, and shall not authorise any third party, to:
 1. use the Service in breach of this Agreement or any policy, procedures or user documentation posted on LuigisBox website;
 2. modify, compromise, create derivative works or reverse engineer the LuigisBox Script or any aspect of the Services;
 3. use the Services for any illegal, infringing or inappropriate purposes;
 4. knowingly or negligently use Services in a way that abuses or disrupts our networks, other customers, or the Services itself;
 5. use the Services to collect personally identifiable data or to associate any data or information gathered by LuigisBox Script from your website with any personally identifiable data from any source;

6. transmit through the Services any harassing, fraudulent or unlawful material (See Art. 7.3);
7. use any automated system, including and without limitation “robots,” “spiders,” “offline readers,” etc., to access the Services in a manner that sends more request messages to the LuigiBox servers than a human can reasonably produce in the same period of time by using a conventional on-line web browser;
8. use the Services in violation of applicable laws, or regulations;
9. harvest, collect, or gather Visitor’s data without their consent or without any appropriate legal grounds under the personal data protection law.

11.CONFIDENTIALITY AND DATA PROTECTION

1. The Parties undertake not to disclose to a third party any confidential information which they have become acquainted with or which has been provided (made available) to them by the other Party in the course of performance of the Services and/or other services and tasks related thereto. The confidentiality duty shall continue even after the termination of the Agreement without any time limitation.
2. The “confidential Information” referred to in this Agreement is defined as any information, facts, materials or data – technical, commercial or otherwise – whether documented or not, which the Parties have learned or which have been provided (made available) to them for the purpose of performance of the Services, with the exception of:
 1. information publicly known or publicly accessible otherwise than by breach of the contents of this Agreement by either of the Parties;

2. information, which the Party can prove beyond doubt were already in its possession before their disclosure by the other Party;
 3. information independently developed or created by the Party without any use of or reference to the information provided by the other Party;
 4. information, which the Party has received or will receive from any third party, without being bound by the confidentiality duty in relation to that third party.
3. In cases referred to in Art. 11.2 hereof, the Party is not entitled to disclose to a third party that it obtained the same information also from the other Party under this Agreement.
4. For the purpose of this Agreement the Parties have agreed that the directors, employees, advisors, representatives, and consultants of the Parties who are – due to their position in or towards the Parties – fully entitled to learn about the confidential information and whose entitlement to receive the confidential information has been expressly confirmed by the executive directors (CEO) of the Parties, shall not be considered third parties towards which the confidentiality duty shall be applied by the Parties (“**Authorised Persons**”).
5. The Parties undertake to ensure that the Authorised Persons do not disclose the confidential information to any third party. It is thus the responsibility of each Party to ensure that the Authorised Persons who are likely to come into contact with the information of a confidential nature, are informed to maintain the same level of confidentiality as the Parties themselves under this Agreement.
6. The Parties undertake to comply with the data protection laws applicable in the jurisdiction of LuigisBox. Terms and conditions of personal data processing are included in **Annex No. 1** attached hereto.

7. The Customer acknowledges that they and their employees and other representatives read the Privacy Policy of LuigisBox that is available at the Website.

12.DURATION AND TERMINATION OF THE AGREEMENT

1. This Agreement has been entered into for a period of one year, unless otherwise agreed between the Parties in writing. After this initial term, the Agreement shall automatically renew for successive annual periods, unless terminated earlier. Either Party may elect not to renew the Agreement by providing written notice of non-renewal to the other Party not later than one (1) month before the end of the initial term of the Agreement or any successive annual periods.
2. You are entitled to terminate this Agreement and your Account and/or any service within your Plan one-sidedly via a written notice delivered to LuigisBox or via a means specified at the Website (for example, the cancelation link) at any time without the need to state any reasons. The Agreement ceases to exist by the end of the billing period as agreed between the Parties in which the termination notice is delivered to LuigisBox.
3. LuigisBox is entitled to terminate this Agreement and your Account and/or any service within your Plan one-sidedly via a written notice delivered to you at any time without the need to state any reasons. The Agreement ceases to exist by the end of the billing period as agreed between Parties in which the termination notice is delivered to you.
4. LuigisBox has a right to terminate the Agreement by notice in writing with immediate effect at any time during the term of the Agreement provided that the Customer breaches its obligation prescribed by Art. 7 or 9 or 10 hereof. The Agreement shall be terminated on fifteenth (15.) day following the delivery of a termination notice to

the Customer, unless the Customer during the termination period takes sufficient steps to remedy the breach approved in writing by LuigisBox. In such a case, the written approval of the steps taken by the Customer by LuigisBox shall be deemed to constitute a withdrawal of termination notice.

5. Upon termination of this Agreement and your Account, (i) you will immediately lose all access to the Services and any data or information stored in your Account; (ii) LuigisBox delete your Account and all your Customer Data; (iii) you shall remove LuigisBox script from all your websites registered within your Account.
6. Upon cancelling your particular Plan, (i) LuigisBox delete all your Customer Data related to cancelled Plan; (ii) You shall remove LuigisBox script from the website(s) related to the cancelled Plan.
7. LuigisBox will not retain your Customer Data or its part in order to enable you to reactivate your terminated Account or cancelled plan.
8. The provisions of Art. 6.9 and 11.1 and 13.1 as well as other provisions hereof the nature of which implies that these should survive the termination hereof, shall not be affected by the termination of this Agreement.

13.ASSIGNMENT OF RIGHTS AND OBLIGATIONS

1. Neither this Agreement nor any rights or obligations hereunder may be assigned or otherwise transferred, in whole or in part, to any third party without prior written consent of the other Party. Any such assignment or transfer without prior written consent shall be invalid and ineffective. Such consent shall not be unreasonably withheld or delayed by the Parties. The Agreement shall be binding upon the Parties' legal successors and their assignees accordingly.

14.FORCE MAJEURE

1. No Party shall be held liable for non-fulfilment of its obligations under the Agreement, in whole or in part, as a result of events beyond its reasonable control, which prevent the Party from complying with any of its obligations under the Agreement. Such events shall include, without limitation, acts of God (such as earthquakes, fires, drought, tidal waves, floods or other natural disasters), strikes (unless solely restricted to employees of the Party), lockouts, riots, acts of war, insurrections, invasions, mobilisation, acts of terrorism, embargoes, epidemics, governmental laws and regulations imposed or amended after the conclusion of the Agreement, communication line failures or power failures (“**Force Majeure Events**“). Delays in delivery or completion dates due to the Force Majeure Events shall automatically extend such dates for additional period equal to the duration of the Force Majeure Events. In the event such non-performance lasts for a period of sixty (60) days or more, either Party is entitled to terminate the Agreement by giving written termination notice to the other Party.
2. Either Party is obliged to notify the other Party without undue delay about the occurrence of the Force Majeure Events in order to obtain the relief pursuant to Art. 15.6 hereof.

15.REPRESENTATIONS AND WARRANTIES AND LIMITATION OF LIABILITY

1. LuigisBox undertakes to represent and warrant the permanent 99,9 % accessibility of the Services via the Internet each day of each calendar month.
2. The guaranteed accessibility of the Services shall not include the following events of interruption of the accessibility of the Services caused by:

1. upgrade or update implementation or ordinary maintenance of the Services or the Website pursuant to our schedule that will be notified to the you in advance;
 2. technical defects of hardware and/or software of third person (e.g. an internet service provider, suppliers, etc.)
 3. cyberattack or malware, except the case that such interruption would be caused due to proven negligent acts of LuigisBox;
 4. Force Majeure Events pursuant to Art. 14 of the Agreement.
3. Our email support is carried out during the following time: 9:00 A.M. to 5:00 P.M. (CET) Monday – Friday. Emails received outside of office hours will be collected, however no action can be guaranteed until the next business day.
4. In support of the Services agreed in the Agreement, we will respond to inquiries related incidents and/or requests submitted by you within the following time frames:
1. Within 4 hours (during business hours) for issues classified as **High** priority (high priority issues cover the following: all Services and/or the Website are not available for at least 30 minutes);
 2. Within 24 hours for issues classified as **Medium** priority (medium priority issues cover the following: the Services and/or the Website are repeatedly (more than twice) unavailable for less than 30 minutes within 24 hours);
 3. Within 2 working days for issues classified as **Low** priority (low priority issues cover the following: the Services and/or the Website work normally and the issue has only minimum negative impact on the usage of the Services and/or the Website).

5. If LuigisBox is in breach of these Agreement, we are only responsible for losses that the Customer suffer as a direct result of such a breach, to the extent that they are a foreseeable consequence to both of the Parties at the time of the conclusion of the Agreement. Our liability shall not in any event include business losses of the Customer such as lost data, lost profits or business interruption. No limitation of liability applies in case the damage is caused to the Customer due to proven intentional conduct of LuigisBox.
6. In addition to the Force Majeure Events, LuigisBox's liability shall be limited as follows:
 1. LuigisBox shall be liable for the damage to Customer's property only to the maximum extent of EUR 500,- (in words: five hundred euros). In the case that your relationship with LuigisBox lasts more than twelve (12) months LuigisBox shall be liable for the damage to Customer's property to the maximum amount paid by the Customer to LuigisBox hereunder during the last twelve months prior to the event giving rise to liability.
7. LuigisBox shall not be responsible or liable for:
 1. loss of data caused by the Customer or the Visitors;
 2. any incorrect, inaccurate or unlawful content communicated through the Website or in connection with the Services provided, whether caused by the Customer's Visitors or by any of the equipment or programming associated with or utilized;
 3. the conduct, whether online or offline, of any the Customer's Visitors;
 4. any error, omission, interruption, deletion, defect, delay in operation or transmission, communications line failure, theft or destruction or unauthorised access to, or alteration of, any Customers or Customer's Visitors;

5. any problems or technical malfunction of any telephone network or lines, computer online systems, servers or providers, computer equipment, software, or traffic congestion on the Internet or at any website or combination thereof, including any injury or damage to the Customer's or the Customer's Visitors or to any person's computer related to or resulting from participation or downloading materials in connection with the Services;
 6. any loss or damage, including personal injury or death, resulting from use of the Services or from any Customers or Visitors or third person's content communicated via the Website or transmitted to Customer's Visitors.
8. The same limitation of liabilities applies not only to all of the current features of the Website and the Services, but also to any features that may be added/offered in future.
 9. The Website and the Services are provided "AS-IS" ("AS AVAILABLE") and LuigisBox expressly disclaims any warranty of fitness for a particular purpose or non-infringement. LuigisBox cannot guarantee and does not promise any specific results from use of the Website and/or the Services.

16. INDEMNITY

1. You undertake to indemnify LuigisBox and its officers, directors, shareholders, and employees, and repay all damages, costs, expenses, and losses suffered or incurred by LuigisBox arising out of or in connection with any breach of the warranties, undertakings, covenants and obligations contained in this Agreement. At the request of LuigisBox and at your own expense, you shall provide all reasonable assistance to enable LuigisBox to

resist any claim, action or proceedings brought against LuigisBox as a consequence of that breach.

17.COMMUNICATION

1. All notices or requests required to be given under the Agreement shall be made in writing.
2. Unless otherwise provided herein, any notices, requests, invoices or other communication hereunder made in writing shall be delivered by email or registered mail or courier.
3. By providing LuigisBox your email address you grant to LuigisBox right to use the email address to send you (i) Service-related notices, such as updates and improvements (ii) changes to functionality of the Services (iii) special offers (iv) or any notices required by law. You can change your preferences regarding receiving notices in your Account administrative interface on our Website.
4. Any notices or requests hereunder shall be deemed to have been given:
 1. if delivered by courier or registered mail, upon its delivery to the recipient or upon recipient's refusal to take it over;
 2. if sent by e-mail, upon three (3) days after its sending to the other Party.
5. Any changes of the Party's postal address and/or e-mail address must be notified to the other Party without undue delay in accordance with the provisions of this article.
6. You may contact us via our email address support@luigisbox.com anytime.

18.GOVERNING LAW AND JURISDICTION

1. This Agreement shall be governed by and construed in accordance with the laws of the Slovak Republic with exclusion of its conflict-of-laws provisions.
2. All disputes arising from or in connection with the Agreement between Parties shall be amicably settled by mutual consultation of Parties. If Parties do not conclude a written agreement about resolution of dispute not even in thirty (30) days from the delivery of written invitation to mutual consultation, each Party is entitled to submit the dispute to the competent court of the Slovak Republic.

19.FINAL PROVISIONS

1. **Entire Agreement:** The Agreement, together with its appendices constitutes the entire business agreement between the Parties and supersedes any and all prior agreements, arrangements and/or understandings, either written or oral, between the Parties relating to the subject matter of this Agreement.
2. **Separate Written Agreement:** If there is a conflict between terms and conditions of this Agreement and terms and conditions of separate written agreement concluded between LuigisBox and Customer, terms and conditions of separate written agreement will take precedence. If LuigisBox and you have concluded a separate written agreement regarding your use of the Services, you agree not to disclose the terms and conditions of such agreement to any third party.
3. **Severance:** If any provision of this Agreement is declared void, invalid, or illegal by a competent judicial or arbitration authority, the validity or legality of any of the other provisions and of the entire Agreement shall not be affected thereby and the Parties shall replace such provision with one as near in substance as possible to the original provision.

- 4. Publicity:** The Customer hereby grants to the LuigisBox non-exclusive and royalty-free consent to publically use the Customer's business name and logo within the list of references to LuigisBox's customers for marketing purposes (in particular, for communication these information to the public via our Website) and in accordance with good business practice.
- 5. Independent Contractors:** Nothing in this Agreement shall be construed as creating a partnership, agency, joint venture or any legal entity between LuigisBox and Customer. LuigisBox is not acting as your representative or agent with respect to the Services. The relationship between LuigisBox and you is one of independent contractors.
- 6. Amendments:** We may update this Agreement, the Pricing Policy and Data Protection Agreement (Annex No. 1) from time to time, in particular, for legal, business (for example, we may amend the scope of our Service Packages and/or its prices) or regulatory reasons or to allow for the proper operation of the Services. Any changes will be notified to you via a suitable announcement on the Website or via a private message addressed to your email. The changes will apply to the further use of the Services seven (7) days after we have given notice. If you do not wish to accept the amend version of the Agreement you shall not continue to use the Website and/or the Services. If you continue to use the Website and/or the Services after the date on which the changes come into effect, your use of the Website and/or the Services indicates your agreement to be bound by the amend version of the Agreement, the Pricing Policy or Data Protection Agreement (Annex No. 1).

ANNEX NO. 1

DATA PROCESSING AGREEMENT

This Data Processing Agreement (hereinafter referred to as “**DPA**“) is concluded pursuant to Article 28 of Regulation of the European Parliament and of the Council (EU) 2016/679 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, whereby repealing Directive 95/46/ES (hereinafter referred to as “**GDPR**“) between:

Luigi’s Box, s.r.o.

with a registered seat at Tallerova 4, 851 01 Bratislava, Slovakia, registration number: 50 641 671, registered with the Commercial Register kept by the District Court Bratislava I, Section: Sro, Entry No.:116273/B, as the Processor

(hereinafter referred to as the “**Processor**”)

And

Customer as the Controller

(hereinafter referred to as the “**Customer**”)

(hereinafter Processor and the Customer mutually referred to as “**Parties**” and each individual party also as the “**Party**”); in the following wording:

1. PREAMBLE

1. Processor is a provider of web application Luigi’s Box and ancillary services (“**Services**”) that are made available through its website (luigisbox.com) (“**Website**”).
2. This DPA sets out the terms and conditions for the processing of the personal data (hereinafter referred to as the “**Personal Data**”) by the Processor on behalf of the Customer under the agreement (hereinafter referred to as the “**Agreement**”) concluded between the Parties. Pursuant to the Agreement the Customer acquires the Services as defined in the Agreement from the Processor and the Processor provides those Services to the Customer. This may involve the processing of Personal

Data by the processor on behalf of the Customer as part of the provision of the relevant Services.

3. The Processor acts as a data processor or sub-processor and the Customer acts as a data controller or as a data processor, pursuant to the definitions contained in the data protection laws that shall mean all applicable data protection laws, including but not limited to the GDPR and Act No. 18/2018 Coll. Personal Data Protection Act as amended and the instructions and binding orders of the data protection authorities (hereinafter collectively referred as to the “**Data Protection Regulation**”).

2. THE SUBJECT-MATTER OF THE DPA

1. The subject-matter of the DPA herein is the authorisation of the Processor to process the Personal Data provided by the Customer and on behalf of the Customer for the purposes agreed in the Agreement and this DPA.
2. The Processor is entitled to process Personal Data in the scope of, under conditions and for the purpose agreed with the Customer in the DPA and in the manner permitted under Data Protection Regulation.

3. PURPOSE AND DESCRIPTION OF PERSONAL DATA PROCESSING

1. The purpose of the processing of the Personal Data by the Processor is to enable the performance of the agreed Services pursuant to the Agreement.
2. The processing to be carried out by the Processor is as follows:
 1. the duration of the processing will be throughout the period within which the Processor performs the relevant Services under the Agreement;

2. the Personal Data to be processed will be any personal data provided by the Customer to the Processor and Personal Data acquired and processed by the Processor in order to enable or facilitate the provision of the Services under the Agreement; the types of processed Personal Data and the categories of data subjects are as described in the fifth part of Privacy Policy for the Processor Services (see: <https://www.luigisbox.com/privacy/>).
3. the obligations and rights of the data controller in relation to the processing are set out below.

4. CUSTOMER'S RIGHTS AND OBLIGATIONS

1. The Customer shall:
 1. process the Personal Data in compliance with the Data Protection Regulation;
 2. be entitled to give written instructions to the Processor on the processing of Personal Data. Such instructions shall be binding on the Processor on the condition that if the completion of the instructions requires the provision of Services under the Agreement, or result in costs emerging on the Processor's side, the Customer shall simultaneously pay the applicable service fees costs. The Processor shall not meet any Customer instructions which are contrary to any Sections of this DPA.
 3. retain the control over the Personal Data. If any data subject requests for information on the processing of Personal Data or requests any other rights under Chapter III of GDPR, the Customer shall immediately instruct the Processor to take the appropriate measures.

5. PROCESSING OF PERSONAL DATA BY THE PROCESSOR

1. In relation to the processing of personal data under this DPA, the Processor shall:
 1. process the Personal Data (including when making an international transfer) only to the extent necessary in order to provide the Services and then only in accordance with the terms of this DPA, the Agreement, good data processing practices and the Customer's written instructions, unless otherwise required by Data Protection Regulations;
 2. shall periodically test, assess and evaluate the effectiveness of its technical and organisational measures;
 3. immediately notify the Customer if, in the Processor's opinion, any instruction given to the Processor infringes the Data Protection Regulations;
 4. where applicable in respect of any Personal Data processed under this DPA, co-operate with and assist in ensuring compliance with:
 1. Customer's obligations to respond to requests from any data subject(s) seeking to exercise its/their rights under Chapter III of the GDPR, including by notifying Customer of any written subject access requests the Processor receives relating to the Customer's obligations under the Data Protection Regulations;
 2. Customer's obligations under Articles 32 – 36 of the GDPR taking into account the nature of processing and the information available to the Processor;
 5. provide the Customer with all information necessary to demonstrate compliance with Customer's

obligations set out in this DPA and in the Data Protection Regulation;

6. process the Personal Data only during the term of this DPA.
2. This DPA shall not prevent the Processor from processing the Personal Data as required by law, regulation or by a competent court or Supervisory Authority. In case a Supervisory Authority or a competent court makes a request concerning the Personal Data, including a request for blocking, deleting, amending the Personal Data, delivering them any information or executing any other actions, the Processor shall, without undue delay, inform the Customer of all such requests prior to any response or other action concerning the Personal Data, or as soon as reasonably possible in case any law or regulation prescribes an immediate response to the Supervisory Authority or a competent court, unless such notice to the Customer is prohibited by the respective law, regulation or order.
3. In the event of a personal data breach, i.e., a breach of security leading to accidental or unlawful destruction, loss, alternation, unauthorised disclosure of, or access to the Personal Data, the Processor shall without undue delay notify the Customer via e-mail.
4. The Processor shall take appropriate steps to protect the Personal Data after having become aware of a personal data breach under Art. 5.3 hereof, in order to limit any possible detrimental effect to the data subjects. The Processor will cooperate with the Customer to respond to said personal data breach.
5. The both Parties hereby undertake to provide each other with mutual cooperation necessary for the fulfilment of provisions in the DPA herein.
6. If a breach of the Customer's obligation stipulated in the DPA and/or Data Protection Regulations results into any

damage or loss to the Processor, the Customer is obliged to reimburse the Processor such a loss in its full amount.

6. SAFETY OF PERSONAL DATA

1. The Processor shall ensure the protection of Personal data by implementing and documenting security measures pursuant to the Art. 28 (3) (c) and Art. 32 of GDPR and Art. 5 (1) and (2) of GDPR. The security measures to be implemented must ensure the protection of Personal Data with a level of security that is appropriate to the risks that are presented by the processing of the rights of the data subjects and in order to ensure continuing confidentiality, integrity, availability and resistance of the processing systems in order to prevent any accidental or unlawful destruction, loss, unauthorised disclosure, publication of the Personal data, unauthorised access to it or any other unauthorised processing operation.
2. The Processor, its employees and other persons who has access to the Personal data through the Processor are obliged to maintain all due confidentiality; such duty of confidentiality shall continue even after the processing of Personal data has terminated. The Processor is entitled to make the Personal data available to its employees or other persons with whom it has a legal relationship with only to ensure fulfilling the duties in order to achieve the Purpose and under the terms and conditions set out in this Agreement.
3. In the case of the provision of the Personal data to the employees or other persons with whom the Processor has a legal relationship with, the Processor is obliged to instruct such persons to comply with the provisions of this article of the DPA and to oblige such persons to be bound by the confidentiality obligation to the same extent as the Processor, while such duty of confidentiality shall continue even after the legal relationship with the person.

4. The Processor will not provide the Personal data to any third parties, except when such provision is necessary for:
 1. the Processor's employees,
 2. the subcontractors under the Article 8 of the DPA,
 3. the third parties, if such provision is required by law or by a lawful and enforceable court decision or other public authority body of the Slovak Republic.

7. OTHER OBLIGATIONS OF THE CONTRACTING PARTIES

1. Both contractual parties hereby undertake to provide each other with mutual cooperation necessary for the fulfilment of provisions in the DPA herein to ensure compliance with the GDPR.
2. If a breach of the Customer's obligation stated in the DPA and/or the GDPR results into any damage or loss to the Processor, the Customer is obliged to reimburse the Processor such loss or other damage in its full amount.
3. If a breach of the Processor's obligation stated in the DPA and/or the GDPR results into any damage or loss, the Processor is obliged to reimburse the Customer such loss or other damage in its full amount.

8. SUBCONTRACTORS (SUB-PROCESSORS)

1. The Customer acknowledges and agrees that the Processor may engage third-party sub-processors in connection with the processing of Personal Data within the sphere of the Agreement. The Processor respects the conditions referred to in Art. 28 (2) and (3) of the GDPR engaging sub-processors.
2. The Processor remains responsible for the Personal Data processing activities of its sub-processors as if the

processing activities were carried out by the Processor itself and for this purpose it shall conclude with each subcontractors a written contract that imposes to the subcontractors the same data protection obligations as set out for the Processor in this DPA.

9. CONTROLLER POWERS OF THE CUSTOMER

1. The Processor is obliged to provide the Customer with all the information and documentation necessary to prove the performance of obligations of the Processor as stipulated in Data Protection Regulation.
2. At any time during the term of this DPA, the Customer and/or a recognised, independent third party auditor appointed by the Customer shall have the right to perform audits of the Processor's and its sub-processors' facilities in accordance with the Agreement. However, any audit pursuant to this DPA shall be limited to assessing the Processor's compliance with its obligations under this DPA and shall not extend to granting access to any data of other Customers processed by the Processor or data related to the usage of security measures by the Processor.

10. TRANSFER OF PERSONAL DATA TO THIRD COUNTRIES

1. The processing of Personal Data is exercised by the Processor within area of the EU/EEA member states. If it is necessary for the providing of the Services, the Personal Data may be transferred outside the EU/EEA territory provided that in such respective transfer the specific conditions stipulated under Article 44- 50 of GDPR are followed.

11. DURATION OF THE DATA PROCESSING

1. The Processor is authorised to start processing the Personal data under the DPA at the earliest from the date of the effective date of this DPA as well as the Agreement and its processing authorisation shall be valid for the entire duration of this DPA.
2. This DPA shall be valid only for the duration of the Agreement.

12.RETURN OR DELETION OF PERSONAL DATA

1. Upon termination of the DPA, the Processor is obliged to delete or return to the Customer or a third party designated by the Customer all Personal data based on the Customer's specific instructions. In case the Customer requests the return of the Personal data, the Customer is required to reimburse the Processor for the costs incurred in connection with the return of the Personal data.
2. If the Customer fails to provide the Processor with any instructions regarding the deletion or return of the Personal data within 15 calendar days of the expiration of the Agreement, the Processor shall send to the Customer a written request by which the Processor requests sending instructions for the deletion or return of the Personal data within 15 calendar days. If the Customer does not provide written instructions within this additional period and does not pay the costs incurred in case of the return of the Personal data, then the Processor is entitled to delete all the Personal data.
3. The obligation to return or delete the Personal data does not affect the Personal data that the Processor is required to keep for the purpose of compliance with generally binding legal obligations even after the termination of the Agreement.

4. Upon Customer's request, the Processor shall confirm to the Customer in writing that the deletion of Personal Data has been accomplished.

13.FINAL PROVISIONS

1. This DPA shall be governed by the same substantive law and have the same jurisdiction like the applicable substantive law and jurisdiction has been agreed in the Agreement.
2. All terms and definitions used in this DPA herein have the same meaning as terms and definitions used in the Agreement unless otherwise expressly stated.
3. The Parties declare that prior to the concluding hereof, they have carefully read the DPA, understood its contents and attest that it is executed of their true and free will and that the DPA was not concluded in duress or under grossly unfavourable terms.
4. The DPA comes into force and shall become effective upon the conclusion of the Agreement.