

GENERAL TERMS AND CONDITIONS FOR THE USE OF THE "Transportly" APP

1. GENERAL INFORMATION

1. The purpose of these General Terms and Conditions for the Use of the "Transportly" App (the "**App**") is to stipulate the mutual rights and obligations of TRANSPORTLY and the User in respect of the use of the App (the "**GTC**").
2. These GTC represent TRANSPORTLY's draft for the conclusion of a contract in accordance with Section 43a of Act No. 40/1964 Coll. – the Civil Code, as amended (the "**Civil Code**") intended for You as the User. You, as the User of the App, have agreed to TRANSPORTLY's draft pursuant to Section 43c of the Civil Code by entering the required registration data and accepting the conditions of the use of the App by clicking on the activation link provided in the registration email, whereby a contract for the use of the App in accordance with the terms and conditions stipulated herein (the "**Contract**") has been concluded between You and Us and You have become entitled to use the App under these GTC.
3. TRANSPORTLY is a trading company Transportly s. r. o., having its registered office at Tolstého 170/22, 040 01 Košice – a borough of Sever (North), the Slovak Republic, Company Reg. No.: 53 692 462, incorporated in the Commercial Register maintained by the District Court of Košice I, Section: Sro, File no.: 51258/V ("**TRANSPORTLY**" or "**We**"). For the purposes of these GTC, TRANSPORTLY's acts shall mean the acts of persons who are authorised to act for TRANSPORTLY in a given specific case.
4. The User is a legal entity or a natural person that is the user of the App and is designated as the "User" (the "**User**" or "**You**") upon registration on www.transportly.eu.
5. Where capitalised terms are used in these GTC, they shall have the meanings assigned to them in these GTC.

2. THE APP

1. The App is an online application that allows You to process the content You have entered under the terms and conditions stipulated herein. The content shall mean any data and information You enter in the Application (the "**Content**"). Processing shall mean the performance of operations with the Content to the extent and in the manner envisaged and enabled by the App and its features (i.e. functionality).
2. Granting permission to use the App shall mean the provision of a service which is designed to make the App and its features available in the specified range. The basic range of the App features (the "**Basic Features**") is provided free of charge; the extended range of the App features (the "**Extended Features**") is provided for a fee, subject to these GTC. A more detailed specification of the Basic Features and Extended Features is contained in the Price List in accordance with Article 3 paragraph 1 of these GTC.
3. The App constitutes a copyrighted work of TRANSPORTLY.
4. TRANSPORTLY grants You a non-exclusive licence to use the App, territorially unlimited and limited in time for the duration of property rights, but in any event no more than for the term of the Contract (for the use of the App within the scope of the Basic Features) and for

the duration of the Subscription Period under Article 3 paragraph 1 of these GTC (for the use of the App within the scope of the Extended Features).

5. The said licence is granted for the use of the App in accordance with its intended purpose as well as the terms and conditions stipulated herein and in the instructions for the use of the App (the "**Instructions**"). The User may not, in any way, interfere with or make modifications to the App, with the exception of modifications which cannot be excluded under the mandatory legal regulations; failure to comply with such obligation shall be considered a material breach of the Contract.
6. The licence to use the App within the scope of the Basic Features is provided free of charge. The licence to use the App within the scope of the Extended Features is provided for a fee in accordance with Article 3 of these GTC.

3. FEES AND PAYMENT TERMS

1. If You are interested in using the Extended Features, You can order them directly through the App for a fee according to the Price List published on www.transportly.eu and in the App itself (the "**Price List**"). The Price List sets the amounts of fees for making the Extended Features available for a relevant time period (the "**Subscription Period**"). The unit of the Subscription Period shall be one month and the shortest Subscription Period shall be one month (i.e. 30 calendar days).
2. The fee for accessing the Extended Features is remuneration for granting a licence for such features.
3. We shall make the Extended Features available to You immediately after You place Your order for accessing the Extended Features through the App and pay the relevant fee for accessing the Extended Features, and We shall do so for the Subscription Period provided that You duly comply with Your obligations hereunder. You can pay the fee for accessing the Extended Features by remitting the relevant amount to TRANSPORTLY's account, which shall be communicated to You together with other data necessary to make the payment to Your email address You provided during the registration for the App after placing the order. The fee shall be deemed paid upon crediting the full amount of the fee to TRANSPORTLY's account.
It should be noted that if You fail to pay the relevant fee for accessing the Extended Features after expiry of the Subscription Period, You will only be able to use the Basic Features of the App again.
4. Upon receipt of the relevant fee in accordance with paragraph 3 of this Article, TRANSPORTLY shall issue You with a tax document (invoice) for providing access to the Extended Features.
5. By concluding the Contract, the User gives TRANSPORTLY his/her consent to issuing any and all tax documents for the use of the App in the form of an electronic invoice which will be sent to Your email address You entered during the registration for the App. An electronic invoice is a full tax document eligible for tax purposes.
6. TRANSPORTLY is entitled to unilaterally change the Price List. A change to the Price List shall be deemed reported to the User upon its publication on www.transportly.eu as well as in the App. Any changes to the Price List shall be without prejudice to the fees already paid and the Subscription Period for which the fees have been paid before the publication of a change to

the Price List.

4. WARRANTIES AND REPRESENTATIONS

1. TRANSPORTLY makes the App and its features available in an "as-is" condition.
2. You acknowledge that the App and its features are primarily intended and designed for the needs of businesses, especially small and medium-sized businesses. The application is not intended for consumers or entities subject to a special regulation (e.g. banks). You also acknowledge that granting permission to use the App does not constitute the provision of services by lawyers, tax advisors or accountants, and the App and its features do not replace services provided by lawyers, tax advisors or accountants.
3. You further acknowledge that the App is not intended for the processing of the Content which, by its nature, falls within the scope of special legal regulations (e.g. the Content subject to the statutory obligation of confidentiality, the Content protected as bank secrecy, tax secrecy, classified information, etc.) and that You upload the Content to the App at Your own risk and on Your own responsibility; TRANSPORTLY shall bear no responsibility for the Content.
4. TRANSPORTLY represents that it shall ensure an adequate level of security for the Content against its deletion, loss, unauthorised modification or other damage, as well as against unauthorised access by third parties. TRANSPORTLY makes no representations or warranties that the security of the Content provided by it is in accordance with the obligations that must be fulfilled when processing the Content falling within the scope of special legal regulations under the previous paragraph of these GTC. The User is obliged to save the data and information entered into the App as well as any outputs of the App by its own means (i.e. other than through the App) so that no damage occurs on the User's part, e.g. due to loss of or damage to the Content in the App, etc.
5. TRANSPORTLY further represents that it shall neither misuse the Content for its own benefit, nor shall it make the Content available to any third parties, unless such an obligation is imposed on Us by generally binding legal regulations or a final and enforceable decision of a public authority, or where it is necessary for the proper exercise and protection of the rights and legitimate interests of TRANSPORTLY pursuant to or in connection with the Contract.
6. TRANSPORTLY shall retain the Content entered by You in remote repositories in the Slovak Republic, other Member States of the European Union and states that are parties to the Agreement on the European Economic Area, to which You expressly grant Your consent.
7. You represent that You are authorised to handle the Content, have all the approvals necessary for handling the Content to the extent and in the form required by the applicable law and that processing the Content does not endanger or infringe Your rights or legitimate interests, or the rights or legitimate interests of any third parties. You also represent that the registration data entered by You are true, correct and complete, and that the User has been registered and the Contract has been concluded by the action of a person authorised to act on the User's behalf. The representations under this paragraph of the GTC shall be considered repeated each time the App is used.
8. If any of Your representations under the preceding paragraph of the GTC proves to be or becomes untrue and any claims by third parties or sanctions imposed by public authorities are asserted against TRANSPORTLY in this connection, You undertake to indemnify

TRANSPORTLY and hold it harmless in full, including any and all costs incurred by TRANSPORTLY as a result of or in connection with the exercise of such claims or the imposition of such sanctions or penalties. Making a false representation under the previous paragraph of the GTC shall constitute a material breach of the Contract.

9. Considering the fact that the Basic Features are provided free of charge, in relation to the Basic Features TRANSPORTLY shall provide no warranty or guarantee of their availability or quality and shall bear no liability for any errors or defects in the Basic Features or for damage caused by their use; You acknowledge the said facts and shall use the Basic Features on Your own responsibility.
10. TRANSPORTLY represents that the Extended Features shall be provided in the quality that can be reasonably expected, taking into account their nature, purpose and the fee for their availability as well as the conditions of the use of the App in accordance with these GTC. In the event of any errors or defects in the Extended Features, You agree that Your claims are limited to the elimination of such errors or defects, in which case they shall be eliminated within a reasonable time limit and in the manner specified by TRANSPORTLY, primarily by updating the given feature or making a newer version of the App available; any other provisions of the laws of the Slovak Republic in regard to liability for defects shall not apply. You also represent that the damage You can anticipate at the time of concluding the Contract as a possible consequence of a breach by TRANSPORTLY of its obligations or that can be foreseen while taking into account the facts You know or should know at the time of concluding the Contract when acting with usual care, shall amount to no more than the fee for providing the relevant feature for the Subscription Period in which damage may occur. You agree that any kind of damage in excess of the damage referred to in the preceding sentence shall not be compensated.

5. PROTECTION OF PERSONAL DATA

1. If, prior to concluding or when performing the Contract, the User provides TRANSPORTLY as the controller with his/her personal data (if the User is a natural person) or personal data of another natural person (person authorised in the name and on behalf of the User to act or exercise specific rights under the Contract), hereinafter referred to as the "data subject", TRANSPORTLY shall process the personal data of the data subject for the purpose of performing the Contract, or in order to take steps at the request of the data subject prior to entering into the Contract, specifically on the legal basis under Article 6(1)(b) 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, and repealing Directive 95/46/EC (General Data Protection Regulation) (hereinafter referred to as the "GDPR"). The User provides TRANSPORTLY with personal data of the data subject to the extent necessary for the conclusion and performance of the Contract. TRANSPORTLY shall process the data subject's personal data for the duration of the Contract; after the Contract is terminated, TRANSPORTLY shall process the data subject's personal data only if necessary for the fulfilment of the given purpose of processing, including without limitation, for the purposes of invoicing, receipt and registration of payments, handling complaints, as well as exercising rights and meeting obligations under the GDPR and special legislation. TRANSPORTLY may also process the data subject's personal data for the purposes of proper fulfilment of TRANSPORTLY's legal obligations under the GDPR and special regulations on the legal basis pursuant to Article 6(1)(c) of the GDPR and for the purposes of TRANSPORTLY's legitimate interests, which particularly include informing customers about new versions and their updates, technical breaks, system maintenance and new products in TRANSPORTLY's product portfolio through

newsletters pursuant to Article 6(1)(f) of the GDPR, but in any event only to the extent necessary and in compliance with the GDPR. The User represents that he/she has become acquainted with the information on personal data processing intended for data subjects, published on www.Transportly.eu, by the provision of which TRANSPORTLY fulfilled its notification obligation as the controller when collecting personal data from the data subject in accordance with Articles 13 and 14 of the GDPR.

2. In the event that the User, when using the App and its features, enters the personal data of third-party individuals (data subjects) in the App, or otherwise provides or directly or indirectly discloses such data to TRANSPORTLY, in the said legal relationship the User shall act in his/her legal capacity as the controller and TRANSPORTLY shall act in its legal capacity as the processor. Any legal relationships between the User as the controller and TRANSPORTLY as the processor shall be governed in more detail by a contract for the authority to process personal data in accordance with Article 28(3) of the GDPR, which is concluded concurrently with the Contract. The User represents that he/she has a proper legal basis for the processing of data subjects' personal data in accordance with the GDPR and is aware of his/her obligations as the controller pursuant to the GDPR and Act No. 18/2018 Coll. on Personal Data Protection and on Amendments to Certain Acts. If the User's representation under the previous sentence proves to be or becomes false, and any sanctions are imposed on TRANSPORTLY in that respect, the User undertakes to fully indemnify TRANSPORTLY and compensate TRANSPORTLY for any related costs.
3. If You are not clear about any information regarding the processing or protection of personal data or You have any questions or comments about it, please contact TRANSPORTLY via email at info@transportly.eu before agreeing to these GTC and the document titled "Information on Personal Data Processing Intended for Data Subjects".

6. COMMUNICATION

1. Any and all communications and legal acts aimed at establishing, changing or terminating legal relationships related to the use of the App or the Contract, including those that require a written form, shall be made by means of remote communication, specifically by electronic mail (email) without electronic signature.
2. TRANSPORTLY will send You emails to the email address entered during Your registration for the App. You can send emails to TRANSPORTLY to info@transportly.eu. An email shall be deemed received on the day following the date of its sending to the email address pursuant to this paragraph.
3. You agree to notify Us without undue delay of any changes to the data entered during the registration for the App. A breach of the said obligation may result in the impossibility of proper exercise of rights and due fulfilment of obligations under the Contract and shall constitute a material breach of the Contract. In the event that such breach causes damage, You are responsible for such damage. Both TRANSPORTLY and the User are entitled to unilaterally change their contact details, in which case such change shall become effective as of the day following delivery of a notification of such to the other Contracting Party.

7. FINAL PROVISIONS

1. The relationship between You and TRANSPORTLY shall be governed by these GTC, the Contract and generally binding legal regulations of the Slovak Republic, including without limitation, Act No. 513/1991 Coll. – the Commercial Code, as amended (the "**Commercial**

Code").

2. TRANSPORTLY is entitled to unilaterally change these GTC at any time. We shall inform You about such change in good time, usually at least thirty (30) days before the change of the GTC becomes effective, by publishing it via email sent to Your email address and posting it on www.transportly.eu and/or in the App. If You disagree with the change of the GTC, You shall notify Us of such fact no later than fifteen (15) days from its publication; disagreement with the change of the GTC shall have the consequences specified in paragraph 6 of this Article. Upon expiry of the time limit for sending Your disagreement with the change of the GTC with no effect, it is understood that You agree with the change of the GTC and the changed GTC shall become effective as of the date specified therein. As of the effective date of the change of the GTC, the Contract shall also be modified in accordance with the change of the GTC.
3. The Contract shall be concluded for an indefinite period of time.
4. The Contract shall terminate:
 - a) upon mutual agreement;
 - b) upon termination of the Contract by You or TRANSPORTLY pursuant to paragraph 5 of this Article;
 - c) upon withdrawal from the Contract by TRANSPORTLY pursuant to paragraph 6 of this Article;
 - d) if the Personal Data Processing Contract (concluded between You as the controller and TRANSPORTLY as the processor) terminates during the term of the Contract, the termination of the Personal Data Processing Contract shall result in the termination of the Contract at the same time;
 - e) if You do not log in to Your user account for at least twenty-four (24) consecutive months.
5. Both You and TRANSPORTLY are entitled to terminate the Contract without giving a reason, by notice of termination sent to the email address under Article 6 paragraph 2 of these GTC. The notice of termination shall take effect and the Contract shall terminate after thirty (30) days of delivery of such notice.
6. TRANSPORTLY is entitled to withdraw from the Contract with immediate effect if (i) You are in breach of any of Your obligations arising from the Contract or these GTC, which is hereunder considered a material breach of the Contract; (ii) You notify Us of Your disagreement with the change of the GTC; or (iii) there are other reasons for withdrawal from the Contract under the laws of the Slovak Republic.
7. Please be advised that if the Contract terminates during the Subscription Period, the fees already paid shall not be refunded.
8. It should be noted that if You fail to pay the relevant fee for accessing the Extended Features after expiry of the Subscription Period, You will only be able to use the Basic Features of the App again.
9. In the event of termination of the Contract, You will be able to access Your user account for other two (2) months from the date of termination of the Contract; after expiry of such period, Your account and all the Content shall be permanently deleted. We recommend that within such period You secure all Your data and information You have entered in the App as well as any outputs generated by the App based on such data and information. After expiry of that period, all of such data, information and outputs shall be deleted.

10. These GTC shall come into force and effect as of