

# TERMS AND CONDITIONS FOR THE USE OF THE WEBSITE AND THE APPLICATION

## 1. Introductory Provisions

These Terms of use of the internet webpage and the application (hereinafter „Terms“) regulate the mutual relationship between the Client and the company Finax o.c.p., a.s. headquartered at Bajkalská 19B, 821 01 Bratislava-mestská časť Ružinov, Company ID: 51 306 727, registered in the Commercial Register maintained by the District Court Bratislava III, Section Sa, File 6713/B (hereinafter “Finax”) during the use of the Internet Webpage and the Application. Unless stated otherwise, the terms used in these Terms have their meaning stated in the General terms and conditions.

- 1.1. **The Application** is understood to mean a software and/or web interface designated by Finax in order to provide its services. Finax reserves the right to change, amend the Application and its functionalities at any time.
- 1.2. **The Internet Webpage** is an internet webpage managed by Finax at the address [www.finax.eu](http://www.finax.eu) including all the related webpages and subpages.
- 1.3. **The Client** is a natural or legal person which agreed to the provision of services and provided their identification during the registration. The Client is furthermore a person which uses the Application to any extent.
- 1.4. **Device** is understood to mean any device into which it is possible to install and/or browse the Application.

## 2. The Usage of the Internet Webpage and the Application

- 2.1. By visiting the Internet Webpage, logging into the Application and by their usage, the Client expresses consent with the Terms and is obligated to abide by them.
- 2.2. Upon the registration and starting the Application, the Client has to enter the PIN code and/or the password, which they shall use for the purpose of logging into the Application. The Client may change the PIN code and the Password at any time.
- 2.3. In order to be able to use the Application, internet connection is required and/or having downloaded the Application. The Client will secure the internet connection from a third party (the internet provider). In relation to the download and usage of the Application, other expenses of the Client may arise for the internet connection from the internet provider.
- 2.4. For the purposes of usage of the Application, the person, which shows interest in usage of the Application is obligated to register themselves and create a user profile and choose a password and/or a PIN code. It is an obligation to state the correct and latest information during the registration and in case of future changes the Client has to update this information as soon as possible. Finax reserves the right to refuse the registration.

## 3. The Usage of Third Parties

- 3.1. Finax may outsource suppliers and partners in order to secure IT technologies and solutions necessary for the operation of the Internet Webpage and/or the Application.

3.2. For the purposes of the registration, it may be e.g. the Google and Facebook functionalities, App Store for the purpose of creating a user profile in the Application. In the case of using these functionalities, the Client acknowledges that other Terms and Conditions may apply to such usage (including the terms of personal data processing) of these third parties.

#### **4. License**

4.1. For the purposes of the usage of the Internet Webpage and/or the Application, Finax grants the Client a limited, non-exclusive and untransferable license (non-transferable, without the right of substitution and transferring in order to install and use the Application for personal, non-commercial purposes in accordance with these Terms and General Terms and Conditions on the Device owned and controlled by the Client. Any libraries or codes of the third party, which are connected with the Application may be provided based on the special licensing terms.

4.2. During the usage of the Application, the Client must not get around or leave out any security or technological measures and other measures connected with the Application, to decompile, decipher, decode, alter, misuse, hack, analyze backwards, decompose the Application nor to produce derived pieces.

4.3. The Client is not allowed to use logo/protection mark of Finax.

#### **5. User Content**

5.1. The Client is allowed to save their own content and date (e.g. number data, texts). The Client is exclusively responsible for the saved data, their back-up and their content, and must not save illegal, derogatory data, or data which violate the rights of the third parties (e.g. copyrights, personal rights or any other rights). Finax is allowed to dispose of such content.

5.2. For the purposes of the provision of services as well as in order to improve Finax's services, the Client grants Finax a worldwide, free of charge, non-exclusive license with the right of sublicense to the intellectual property, which applies to the usage of the content of the Client, for all known purposes and without usage restrictions, e.g. for the preserving, creation of copies, sending, changing or distribution. The license is granted for the usage of the Application.

#### **6. Trademarks and Intellectual Property Rights**

Finax, is the owner of the Copyright in the pages and in the screens displaying this website, and in the information and material therein and in their arrangement, unless otherwise indicated. Finax, holds the exclusive rights or license to use or any other license for all kinds of trade names and trademarks contained and/or appearing in this website.

## 7. Security and Repair Measures

7.1 The Client is obliged to protect the Device on which the Application is installed from loss, damage, destruction or misuse by a different person. The Application is allowed to be used exclusively by the Client. The Client is liable for all the actions carried out within the Application under their user profile and obliged to prevent the usage of the Application by a different person.

7.2 The Client commits to follow the following measures:

- a) to use the Application prudently;
- b) to never allow access into the Application or the Device to a different person;
- c) to not store the login details and security codes together with the Device and to not disclose them to anyone;
- d) to protect the Device from mechanical damage;
- e) in the case of loss, theft or any threat of misuse or unauthorized use of the Device or the Application, of the login details and security codes, to inform Finax about this fact without an unnecessary delay;
- f) to have the protection which ensures automatic screen-locking of the Device turned on;

7.3 In the case of loss, theft, alternatively damaging of the Device, the Client is obliged to inform Finax about this fact without an unnecessary delay, in accordance with the Article 7.7 below. The moment marks the end of Client's liability for the usage of the Application. In the case of doubts when the deactivation of the Application on the Device was realized, the record of this fact in the informational system of Finax is definitive.

7.4 The Client acknowledges that the deactivation of the Application of the Device, requested by the Client, may be denied by Finax, if the data reported by the Client will not be equal to the data kept in the informational systems of Finax.

7.5 Finax is allowed to block the usage of the Application:

- a) due to the reasons related to the security of the Application,
- b) due to the suspicion of a fraudulent usage of the Application,

7.6 Finax informs the Client about the blockage of the Application in accordance with these Terms (electronically, via phone-call or any other appropriate means).

7.7 In the case that the Client suspects that the Device was misused by a third party, or that the security of the Device has been broken, they shall inform Finax about this fact without unnecessary delay at [client@finax.eu](mailto:client@finax.eu).

7.8 The Client is obliged to use the latest and properly licensed operational system, an internet/network connection and browse and not pursue activity that could threaten or break the IT security or rights of the third parties during the usage of the Application.

7.9 Finax is not liable for any damage related to technical malfunctioning or the interruption of services provided by third parties (internet connection providers) nor for failure of hardware or software equipment on the side of the Client.

## 8. Personal Data

8.1 Finax processes the personal data of the Client for the purposes of the utilization of the Application. Finax informs about the personal data processing in the Personal data protection principles published at the internet webpage [www.finax.eu/en/legislation](http://www.finax.eu/en/legislation).

8.2. By utilizing the Application the Client acknowledges that Finax has, to an extent allowed by the related legal norms, the right to create anonymous data (i.e. data that does not allow personal identification) based on or directly from the personal data that were provided by the Client or obtained in relation to the utilization of the Application and to combine these anonymized data with the data of other users of the Application, in order to create anonymized aggregated data. Finax is allowed to utilize the anonymized data and anonymized aggregated data for various commercial purposes, among other things, to provide and improve its services, to put together statistical reports, to solve problems, for development and to improve other products and services of Finax.

## 9. The provision interruption

9.1 Finax is allowed to interrupt the provision of the Application in the case of: (i) technical issues, (ii) maintenance or updates of the Application, (iii) suspicious activity by the Client leading to breaking the legal norms in the field of legalizing the income from criminal activities and terrorism financing or other legal norms which Finax or the Client is bound to, (iv) unauthorized utilization of the Application or a security incident, (v) occurrence of higher power or terrorist attack, (vi) inability to provide the Application, (vii) the termination of the provision of the Application by Finax, (viii) request by the related regulatory bodies.

## 10. Change of Information and Materials

All information and materials contained on the website of Finax, and all terms, conditions, prerequisites and descriptions contained herein, are subject to change without any prior notice.

## 11. Limitation of Liability

Finax, does not provide any warranty as to the accuracy, adequacy or completeness of the information and materials contained in its websites and expressly rejects any liability for any errors and/or omissions in this regard. Finax, does not provide any warranty of any kind implied expressed or statutory, including but not limited to the warranties of non-infringement of third-party rights, title, merchantability, fitness for a particular purpose and freedom from computer virus, in conjunction with the information and materials thereof.

Hyperlinks to other internet resources are followed at your risk; the content, accuracy, opinions expressed, and other links provided by these resources are not controlled, investigated, verified, monitored and/or endorsed by Finax.

Finax, shall not be liable for a) any damages, losses or expenses which arise in connection to this website or its use or inability to use by any person or in connection to the inability to execute an order, error, omission, interruption, fault, delay in operation or transmission, computer viruses, communication failure or line or system failure, even if Finax, or its representatives have been informed about the possibility of such damages, losses or costs and b) for errors or inaccuracies in the transmission process of data and/or Orders for trading or any instructions from the client/visitor of the site, interference, fraudulent impersonation, breaking of secret access codes, erroneous recording or transmission of message or system failure due to force majeure or for whatever other reason which is not due to breach of the above either by Finax, .

Finax, shall not be liable for any damage that may occur to the hardware or software of the user that may arise as a result of the use of this website and/or land or in connection of this website with other websites/hypertext links or internet resources.

## 12. Intended Users

This website is not intended for any person or entity in any jurisdiction or country where such distribution or use would be contrary to local law or regulation.

## 13. Cookies

Our website uses cookies. Cookies are small pieces of text data that are stored on your browser or mobile device when you browse websites. Cookies help us manage our website, ensure the basic functionality of the website, and help us understand how users interact with our website. We also use cookies for analytical and statistical functions, such as tracking the country of origin of the users of our website and the methods they use to visit our website. Cookies also help us show relevant ads and personalize our website. For more information about cookies, visit <http://www.allaboutcookies.org/>

Specifically, we use the following types of cookies:

- a) **technical cookies**, ensure the proper functionality of our website, for example, enable you to log in to the user account on the website, or allow you to switch between the language versions of our website and ensure that your language choice is remembered. You can turn off these cookies by changing your browser settings, but the website may not function properly without them. For more information on how to change your web browser settings, see Disabling Cookies below. We process these cookies on the legal basis of pre-contractual / contractual relationships and the legitimate interest of our company.
- b) **analysis cookies**, allow us to analyze how you navigate our website, what content is relevant to you, and learn more about our users' demographics. We process these cookies on the legal basis of your consent.
- c) **preference cookies**, allow us to customize the content of our website based on your interests (profiling). We process these cookies on the legal basis of your consent.
- d) **advertising cookies**, are used to show targeted and relevant advertising. We process these cookies on the legal basis of your consent.

Some cookies will be deleted from your device after you close the browser window (session cookies), others will remain on your device even after you have finished browsing our website (persistent cookies). See the Cookies List below for information on how long each cookie is stored.

We inform users about the use of cookies on our website through a banner placed at the bottom of the website. The Cookie Banner allows you to choose what types of cookies may be used in relation to you in the Cookie Management banner. You can change your settings at any time via Manage Cookies at the bottom of our website.

For more information about the processing of your personal data and your rights as a data subject, please visit the Privacy Policy.

## Types of used cookies

Name	Purpose	Expiry	Type of cookie	Provider
lissc	This cookie creates a connection to LinkedIn, recognizes your LinkedIn login and the function "Follow"	11 months	Advertising	LinkedIn
bscookie	This cookie ensures the sharing feature within LinkedIn while also ensuring that ads are displayed.	2 years	Advertising	LinkedIn
lang	This cookie is used to store the user's choice of the language version of the website and its display on subsequent visits, as well as the "Follow" function within LinkedIn.	Session cookie – not stored	Advertising	LinkedIn
_fbp	This cookie is used to display targeted advertising.	2 months	Advertising	Facebook
UserMatchHistory	This cookie is used to display targeted advertising.	4 weeks	Advertising	LinkedIn
uid	This cookie is used to track the number of website visitors and their behavior on the website. This data includes the number of visits, the duration of visit and the subpages visited. This data is used to display targeted ads.	2 months	Advertising	Adform
cid	This cookie is used to display targeted advertising.	2 months	Advertising	Adform
c	This cookie is used to display targeted advertising.	1 month	Advertising	Adform
fr	This cookie is used to display and improve targeted advertising. It also tracks user behavior on various websites that contain a Facebook pixel or Facebook social plugin.	2 months	Advertising	Facebook
_gid	This cookie tracks information about how visitors use the	1 day	Analysis	Google

	website, which subpages they visit, how they accessed the website, and allows you to create analytical reports based on this data.			
GPS	This cookie tracks the unique id and location of user.	30 minutes	Analysis	YouTube
_ga	This cookie tracks data about visitors, duration of visit, site usage, displayed campaigns, and allows you to create analytical reports based on this data.	2 years	Analysis	Google
lang	This cookie is used to store the choice of language chosen by the user in order to be able to display the same language version on subsequent visits, as well as the "Follow" function in LinkedIn.	Session cookie – not stored	Advertising	LinkedIn
_gcl_au	This cookie tracks user interaction with the website.	2 months	Analysis	Google
YSC	This cookie is used to track views of embedded videos.	Session cookie – not stored	Analysis	YouTube
_dc_gtm_UA-114691765-1	This cookie is used to upload scripts and codes to a website, without which the scripts on the website might not run correctly.	1 minute	Technical	Google
bcookie	This cookie ensures LinkedIn functionality within the website.	2 years	Technical	LinkedIn
lidc	This cookie ensures redirection to LinkedIn.	1 day	Technical	LinkedIn
__exponea_etc__	This cookie ensures some basic website functionality, such as displaying information banners containing answers to frequently asked questions from our customers, as well as displaying information related to our legal and / or contractual obligations,	3 years	Technical	Exponea

	as well as the newsletter sign-up process on our website.			
VISITOR_INFO1_LIVE	This cookie tracks information about videos embedded on the website.	5 months	Advertising	YouTube
finax_translate_locale	This cookie ensures the display of language versions of the website.	4 years	Technical	Finax
IDE	This cookie is used to display targeted advertising.	1 year	Advertising	Google
october_session	This cookie ensures the display of language versions of the website.	4 years	Technical	Finax

## Disabling cookies

If you do not want cookies to be collected, you can restrict, block or delete cookies by changing your browser settings. Although the settings for each browser slightly differ, the cookies configuration is usually found in the 'Preferences' or 'Settings' menu. Please note, however, that if you choose to block cookies, the functionality of our website may be restricted and, in case of technical cookies, you may not be able to access our website.

If you wish to prevent new cookies from being installed or to remove existing cookies, please see the links below for instructions. Please note that the specific procedure depends on the browser you are using.

a) Internet Explorer

<http://windows.microsoft.com/en-GB/internet-explorer/delete-manage-cookies>

b) Firefox

<https://support.mozilla.org/en-US/kb/enable-and-disable-cookies-website-preferences>

<https://support.mozilla.org/en-US/kb/delete-cookies-remove-info-websites-stored>

c) Google chrome

<https://support.google.com/chrome/answer/95647?hl=en>

d) Safari

<http://help.apple.com/safari/mac/8.0/#/sfri11471>

## 14. Third Party Links

Our website(s) contain links to websites operated by other parties. We provide the links for your convenience, but we do not review, control or monitor the privacy or other practices of websites

operated by other. We are not responsible for the performance of websites operated by third parties or for your business dealings with them.

## 15. Governing Law

Use of this site shall be governed by Laws of Slovak Republic.

## 16. Language

The official language of the Company is English and Slovak. Client is always obligated to read and refer to the main page for information about the Company and conditions of the webpage. Translations and any information provided in other language than English or Slovak are only for informative purposes, are not binding for the Company in any way and have no legal standing. The Company has no obligation or responsibility for the completeness of the information contained in the translations.

## 17. Final Provisions

17.1 These Terms come into effect on August 20<sup>th</sup> 2024.

**By accessing the Finax, o.c.p., a.s. website and any pages linked thereto, I agree to be bound by the terms and conditions as described above.**