

## TERMS OF USE FOR THE EHOSS WEBSITE

### Preamble

Welcome to EHOSS! These "Terms of Use" constitute a legally binding agreement between you ("User") and EHOSS s.r.o. ("EHOSS") governing your access to and use of the EHOSS website, services, platforms, and applications located at <https://ehoss.com> (collectively, the "Site"). By accessing or using the Site, you agree to comply with and be bound by these Terms of Use. If you do not agree with any part of these Terms of Use, you must refrain from using the Site.

### Terminology

For the purposes of these Terms of Use, the following definitions apply:

- **"Site"**: Refers to the EHOSS website, including all its online services, platforms, mobile versions, mobile applications, and all related websites and domains referenced by EHOSS.
- **"Content"**: Encompasses all text, files, documents, graphics, user interfaces, visual interfaces, photographs, trademarks, logos, drawings, 3D models, animations, sounds, music, illustrations, and computer code present on the Site.
- **"User"**: Any individual or entity that accesses or uses the Site.
- **"Personal Data"**: Any information relating to an identified or identifiable natural person, as defined under the General Data Protection Regulation (GDPR).
- **"EHOSS"**: Refers to EHOSS s.r.o. the owner and operator of the Site, along with its subsidiaries and affiliated companies.
- **"Account"**: A user-specific login created to access certain features or services on the Site, which requires a username and password.
- **"Terms of Use"**: These legal terms and conditions governing the use of the Site.
- **"Privacy Policy"**: The policy that outlines how EHOSS collects, uses, discloses, and protects users' Personal Data. Available for review at this link: <https://ehoss.com/privacy-policy>.
- **"Third-Party Websites"**: External websites linked from the Site that are not controlled or operated by EHOSS.

## 1. Legal Information and Agreement to Terms of Use

These Terms of Use ("Terms") apply to the EHOSS website and all online services, platforms, mobile versions, and mobile applications located at [ehoss.com](https://ehoss.com), as well as all related websites and domains referenced by EHOSS, its subsidiaries, and affiliated companies from [ehoss.com](https://ehoss.com) (collectively the "Site"). The Site is owned by EHOSS s.r.o. ("EHOSS") and its licensors.

BY USING THE SITE, YOU AGREE TO THESE TERMS OF USE. IF YOU DO NOT AGREE, DO NOT USE THE SITE.

EHOSS reserves the right, at its sole discretion, to change, modify, add, or remove parts of these Terms of Use at any time. You are obligated to periodically review these Terms for any changes. Continued use of the Site after the publication of changes signifies your acceptance and agreement to those changes. While you comply with these Terms of Use, EHOSS grants you a personal, non-exclusive, limited right, which is non-transferable, to access and use the Site.

## 2

## 2. Site Content

All text, files, documents, graphics, user interfaces, visual interfaces, photographs, trademarks, logos, drawings, 3D models, animations, sounds, music, illustrations, and computer code (collectively "Content"), including but not limited to the design, structure, selection, coordination, expression, appearance, and arrangement of such Content contained on the Site, is owned, controlled, or licensed by EHOSS and is protected by trademark laws, copyright laws, patents, as well as other intellectual property rights and unfair competition laws.

You may not copy, reproduce, republish, upload, post, publicly display, encode, translate, transmit, or distribute any part of the Site or Content in any way (including "mirroring") without the prior written consent of EHOSS. Exceptions may include specific situations provided for in these Terms of Use.

Specifically provided information about EHOSS products and services in the form of documents available for download from the Site may be used for your personal, non-commercial informational purposes, provided that all copies of such documents retain the proprietary notice.

## 3. Use of the Site

You are not permitted to use any automatic devices, programs, algorithms, or methodologies, or any other similar manual processes to access, obtain, copy, or monitor any part of the Site or any Content. You may not reproduce or circumvent the navigational structure or presentation of the Site or any Content in order to obtain or attempt to obtain any materials, documents, or information by any means not specifically provided through the Site. EHOSS reserves the right to prohibit any such activity.

You are not permitted to attempt to gain unauthorized access to any part or function of the Site, or to any other systems or networks connected to the Site or any of our servers, or to any services offered on or through the Site, by hacking or any other unlawful means.

You are not permitted to probe, scan, or test the vulnerability of the Site or any network connected to the Site, nor to breach security or authentication measures on the Site or any network connected to the Site. You are not permitted to perform reverse engineering, trace, or attempt to trace any information about any other user or visitor of the Site or any other EHOSS client, including any EHOSS account that does not belong to you, to its source, or to use the Site or any services or information provided or offered on or through the Site in any way if the intent is to disclose any information, including but not limited to personal identification or information, except your own information, as provided by the Site.

You agree not to engage in any actions that would cause an unreasonable or disproportionately large load on the Site's infrastructure or EHOSS's systems or networks, or any systems or networks connected to the Site or EHOSS.

You agree not to use any device, software, or procedure to interfere with or attempt to interfere with the proper functioning of the Site or any transaction being conducted on the Site, or the use of the Site by any other person.

You are not permitted to forge headers or otherwise manipulate identifiers to conceal the origin of any message or forwarding that you send to EHOSS on or through the Site, or any service offered on or through the Site. You may not impersonate, claim to represent, or act on behalf of any other individual or entity.

You are not permitted to use the Site or any Content for any purposes that are unlawful or prohibited by these Terms of Use, or to encourage the undertaking of any unlawful activity or other activity that infringes the rights of EHOSS or others.

## 4. Purchases and Other Terms and Conditions

Additional terms and conditions may apply to the purchase of goods or services, as well as to certain parts or functions of the Site, including promotional offers and other similar features. All such terms become part of these Terms of Use through this link. You agree to adhere to such additional terms and conditions, including, where applicable, confirming that you have reached the necessary age to use or participate in such service or feature.

In the event of a conflict between these Terms of Use and terms published or applicable to a specific part of the Site or any service offered on or through the Site, the latter terms shall prevail regarding your use of that part of the Site or service.

4

EHOSS's obligations, if any, regarding its products and services are governed solely by the agreements under which they are provided, and no information on this Site should be interpreted as altering such agreements.

EHOSS may make changes to any products or services offered on the Site, or to existing prices for any such products or services at any time and without prior notice. Materials on the Site regarding products and services may be outdated, and EHOSS makes no obligation to update materials on the Site regarding such products and services.

## 5. Accounts, Passwords, and Security

Some features or services offered on the Site or through it may require the creation of an account. You are fully responsible for maintaining the confidentiality of any information you store for your account, including your password, as well as for any activity that occurs on your account as a result of your failure to maintain the security and confidentiality of this information.

You agree to immediately notify EHOSS of any unauthorized use of your account or password or any other security breach. You may be held liable for damages incurred by EHOSS or any other user or visitor of the Site as a result of someone

else using your account due to your failure to maintain its security and confidentiality.

You may not at any time use another person's account without the direct permission and consent of the owner. EHOSS cannot and will not be liable for any damages or losses caused by your failure to comply with these obligations.

## 6. Privacy and Other Links

EHOSS's Privacy Policy applies to the use of this Site, and its terms are incorporated into these Terms of Use by this reference. To view EHOSS's Privacy Policy, please follow the appropriate link on the Site. Additionally, by using the Site, you acknowledge and agree that Internet transmissions are never fully private or secure. You understand that any message or information you send to the Site may be read or intercepted by others, even if there is a special notice that a particular transmission (e.g., credit card information) is encrypted.

5

This site may contain links to other independent third-party websites. These linked sites are provided solely for the convenience of our visitors. Such linked sites are not controlled by EHOSS, and EHOSS is not responsible for and does not endorse the content of such linked sites, including any information or materials contained on such linked sites.

You will need to make your own independent judgment regarding your interactions with these linked sites.

## 7. Disclaimer of Liability

EHOSS DOES NOT WARRANT THAT THE SITE OR ANY CONTENT, SERVICES, OR FUNCTIONS OF THE SITE WILL BE ERROR-FREE OR UNINTERRUPTED, OR THAT ANY DEFECTS WILL BE CORRECTED, OR THAT YOUR USE OF THE SITE WILL PRODUCE SPECIFIC RESULTS. THE SITE AND ITS CONTENT ARE PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS. ALL INFORMATION PROVIDED ON THE SITE MAY BE CHANGED WITHOUT NOTICE. EHOSS CANNOT GUARANTEE THAT ANY FILES OR OTHER DATA YOU UPLOAD FROM THE SITE WILL BE VIRUS-FREE OR FREE OF OTHER HARMFUL FUNCTIONS. EHOSS DISCLAIMS ALL WARRANTIES, WHETHER EXPRESS OR IMPLIED, INCLUDING ANY WARRANTIES OF ACCURACY, NON-INFRINGEMENT, MERCHANTABILITY, AND FITNESS FOR A PARTICULAR PURPOSE.

THE COMPANY EHOSS DISCLAIMS ANY LIABILITY FOR THE ACTIONS, INACTION, AND CONDUCT OF ANY THIRD PARTIES IN CONNECTION WITH OR RELATED TO YOUR USE OF THE SITE. YOU ASSUME FULL RESPONSIBILITY FOR YOUR USE OF THE SITE AND ANY LINKS. YOUR SOLE REMEDY AGAINST EHOSS FOR DISSATISFACTION WITH THE SITE OR ANY CONTENT IS TO CEASE USING THE SITE OR ANY SUCH CONTENT. THIS LIMITATION OF LIABILITY IS PART OF THE AGREEMENT BETWEEN THE PARTIES.

The above disclaimer of liability applies to any damages, liability, or injuries caused by any non-performance, errors, omissions, interruptions, deletions, defects, delays in operation or transmission, computer viruses, communication line failures, theft or destruction, or unauthorized access, alteration, or use resulting from breach of contract, tort, negligence, or any other cause of action.

EHOSS reserves the right at any time and without notice to:

6

1. Modify, suspend, or discontinue the operation or access to the Site or any part thereof for any reason;
2. Modify or change the Site or any part thereof, as well as any relevant policies or terms;
3. Interrupt the operation of the Site or any part thereof if necessary to perform scheduled or unscheduled maintenance, fix errors, or make other changes.

## 8. Limitation of Liability

Except where prohibited by law, under no circumstances shall EHOSS be liable to you for any indirect, incidental, or punitive damages, including lost profits, even if EHOSS has been advised of the possibility of such damages.

If, notwithstanding other provisions of these Terms of Use, it is determined that EHOSS is liable to you for any damages arising out of or in any way connected with your use of the Site or any Content, EHOSS's liability shall in no case exceed the greater of (1) the amount of any subscriptions or similar fees for any service or function of the Site or on the Site paid by you for the six months prior to the date of the initial claim against EHOSS (excluding the cost of purchasing any EHOSS hardware or software or any support program or similar program), or (2) €100.00. Some jurisdictions do not allow limitations on liability, so the above limitation may not apply to you.

## 9. Indemnification

You agree to indemnify and hold harmless EHOSS and its employees from any claims, damages, liabilities, demands, or expenses (including attorney fees) brought against EHOSS by any third party as a result of or related to your use of the Site.

## 10. Breach of These Terms of Use

EHOSS may disclose any information we have about you (including your identity) if we determine that such disclosure is necessary in connection with any investigation or complaint regarding your use of the Site, or to identify, contact, or file a lawsuit against a person who may be responsible for causing harm or interference (intentionally or unintentionally) with the rights or property of EHOSS or the rights or property of visitors or users of the Site, including EHOSS clients. EHOSS reserves the right at any time to disclose any information it deems necessary to comply with any applicable law, regulation, court order, or government request. EHOSS may also disclose your information if EHOSS determines that applicable law requires or permits such disclosure, including sharing information with other companies and organizations for the purpose of fraud protection.

7

You acknowledge and agree that EHOSS may store any transmission or communication sent by you through the Site or any service offered on or through the Site, and may disclose such data if required by law, or EHOSS determines that such storage or disclosure is reasonably necessary to (1) comply with legal proceedings, (2) enforce these Terms of Use, (3) respond to claims that such data violates the rights of others, or (4) protect the rights, property, or personal safety of EHOSS, its employees, users, or visitors of the Site, and the public.

You agree that EHOSS may, at its sole discretion and without prior notice, terminate your access to the Site and/or block your future access to the Site if we determine that you have violated these Terms of Use or other agreements or guidelines that may be related to your use of the Site. You also agree that any breach of these Terms of Use by you will be considered an unlawful and unfair business practice and will cause EHOSS irreparable harm, for which monetary compensation would be insufficient, and you agree to obtain any court injunctions or other legal remedies that EHOSS deems necessary or appropriate under such circumstances. These legal remedies are in addition to any other legal remedies EHOSS may have by law or in equity.



You agree that EHOSS may, at its sole discretion and without prior notice, terminate your access to the Site for reasons including but not limited to (1) requests from law enforcement or other governmental authorities, (2) your request (self-initiated account deletion), (3) termination or substantial modification of the Site or any service offered on or through the Site, or (4) unexpected technical problems or issues.

If EHOSS initiates any legal action against you as a result of your breach of these Terms of Use, EHOSS has the right to recover from you, and you agree to pay all reasonable attorney fees and costs associated with such actions, in addition to any other assistance provided to EHOSS. You agree that EHOSS will not be liable to you or any third party for terminating your access to the Site as a result of any breach of these Terms of Use.

## 11. Governing Law and Dispute Resolution

8

You agree that all matters related to your access to or use of the Site, including all disputes, will be governed by applicable laws. A consumer from the European Union may file a lawsuit in the courts of the country where they reside. Any claims under these Terms of Use must be filed within one (1) year after the cause of action arises, otherwise such claim or cause of action becomes void. This limitation does not apply to claims made under separate terms of purchase of goods and services.

You cannot demand or receive compensation for damages, except for out-of-pocket expenses, except that the prevailing party shall be entitled to costs and attorney fees. In the event of any disagreements or disputes between EHOSS and you arising in connection with your use of the Site, the parties will attempt to resolve such disputes promptly and in good faith. If we cannot resolve such a dispute within a reasonable time (not exceeding thirty (30) days), either party may submit such contradiction or dispute to mediation. If the dispute cannot be resolved through mediation, the parties have the right to use any rights or legal remedies available to them under applicable law.

## 12. Operational Region

EHOSS administers and manages the website [ehoss.com](https://ehoss.com) from its location in Bratislava, Slovakia; other sites may be administered and managed from various locations. Although the Site is accessible worldwide, not all features, products, or services discussed, mentioned, provided, or offered through or on the Site are



available to all individuals or in all geographic locations, or suitable or available for use outside the EU or the United Kingdom. EHOSS reserves the right, at its sole discretion, to restrict the provision and quantity of any feature, product, or service to any individual or geographic area. Any offer of any feature, product, or service made on the Site is void where prohibited.

## 13. Miscellaneous Provisions

You are not permitted to use, export, or re-export any Content or any copy or adaptation of such Content, or any product or service offered on the Site, in violation of any applicable laws or regulations, including, without limitation, export laws and regulations of the countries in which EHOSS operates.

If any provision of these Terms of Use is found to be invalid or unenforceable by a court or other tribunal of competent jurisdiction, such provision shall be limited or removed to the minimum extent necessary and replaced with a valid provision that best reflects the intent of these Terms of Use, ensuring that these Terms remain in full force and effect. These Terms of Use constitute the entire agreement between you and EHOSS regarding your use of the Site, and any other written or oral agreements or understandings previously existing between you and EHOSS regarding such use are hereby replaced and canceled.

Except for cases provided for in the purchase agreement you enter into with EHOSS, EHOSS does not accept any counteroffers regarding these Terms of Use, and all such offers are categorically rejected. EHOSS's failure to insist on strict compliance with these Terms of Use or to require them to be interpreted as a waiver by EHOSS of any provisions or rights it has to enforce these Terms of Use, as well as any behavior between EHOSS and you or any other party, cannot be considered as altering any provision of these Terms of Use. These Terms of Use should not be interpreted as granting any rights or legal remedies to third parties.

## 14. Feedback and Information

Any feedback you provide on this site is considered non-confidential. EHOSS has the right to use such information without restrictions.

Information contained on this website may be changed without notice.

## References to Relevant European Legislation

The following European Union laws and regulations are relevant to the terms and conditions outlined above:

- **General Data Protection Regulation (GDPR).** Governs the processing of personal data within the EU, ensuring privacy and protection of personal information.
- **EU E-Commerce Directive (2000/31/EC).** Establishes rules for online services in the internal market, including electronic contracts and liability of intermediaries.
- **EU Consumer Rights Directive (2011/83/EU).** Enhances consumer rights in the EU, including information requirements, cancellation rights, and unfair terms.
- **EU Copyright Directive (2019/790).** Updates copyright rules to address challenges posed by digital technologies and online platforms.
- **Digital Single Market Strategy.** Aims to ensure access to online activities for individuals and businesses under conditions of fair competition, consumer and data protection.
- **Directive on Consumer Protection in the Sale of Goods (Directive 1999/44/EC).** Sets out the rights of consumers in relation to the sale of goods, including conformity and remedies.
- **Directive on Electronic Signatures (1999/93/EC).** Provides a legal framework for electronic signatures, ensuring their validity and reliability.
- **Directive on the Liability of Online Platforms (e.g., Hosting Providers).** Addresses the liability of online platforms for user-generated content and ensures that they are not held liable for content they do not control unless they fail to act upon knowledge of illegal content.
- **Directive on Unfair Terms in Consumer Contracts (93/13/EEC).** Protects consumers against unfair terms in contracts they enter into with sellers or suppliers.
- **Directive on Electronic Commerce and Online Services (e-Commerce Directive).** Sets out the rules for online services, including liability of intermediaries and information requirements for online service providers.
- **Regulation on the Cross-Border Portability of Online Content Services (EC Regulation 2018/1972).** Facilitates the cross-border portability of online content services within the EU.
- **Directive on Consumer Guarantees (2013/11/EU).** Establishes the rules regarding guarantees provided by sellers to consumers in the EU.