

# General Business Conditions

For use of services of the portal: [www.eurosms.com](http://www.eurosms.com)

General Business Conditions (hereinafter only „GBC“) set out the rules applicable between the company EuroSMS, s.r.o. - operator of the portal [www.eurosms.com](http://www.eurosms.com) and online services provider (hereinafter only the „Operator“) and the user of the portal and online services of the portal [www.eurosms.com](http://www.eurosms.com) (hereinafter only the „User“).

## 1. General Provisions

- 1.1. The company EuroSMS s.r.o. is the Operator of the internet portal (hereinafter only the „Portal“) [www.eurosms.com](http://www.eurosms.com). The Operator is entitled to provide a service of access to the Portal as well as online sending of SMS from the Portal. The scope of supported operators in Slovakia as well as abroad depends on the state of external systems which do not have to be under the Operator's administration.
- 1.2. The User - a physical or legal person orders the service provided by the Provider (i.e. access to the Portal and online sending of SMS), as a direct customer.
- 1.3. The term “online services” shall be understood as an access to the Portal, access to publicized information as well as sending of SMS. The information saved in the system administered by the Operator is the property of the Operator. All rights of the Operator are reserved.
- 1.4. The User undertakes to refrain from propagating and distributing SMS containing offensive, obscene, pornographic or unlawful content applicable in the country of SMS destination. The User is exclusively responsible for the contents of the provided information as well as SMS. The Operator does not check and neither shall he be liable for contents of individual texts of the User.
- 1.5. The Operator reserves his rights to cancel, or possibly to block the access of the User to the Portal as well as provision of services, in case the User violates any part of the GBC. In such a case the User shall not be entitled to claim any indemnification or possibly recovery of payments made for the services.
- 1.6. Operated data form the subject matter of the telecommunications secrecy. The Operator logs the sent SMS according to the rules defined in the Act No. 351/2011 on electronic communications.

## 2. Registration

- 2.1. The access to the service of SMS sending is subject to registration. In the process of registration the User is obliged to give relevant and up-to-date information about himself, or possibly about the company he represents, and to keep them up-dated. Otherwise he shall be liable for any damage caused by breach of such obligation.

- 2.2. Registration data shall be used exclusively for processing and printing of tax documents, which will be generated automatically for the User.
- 2.3. Amendment of the registration data must be notified by the User to the Operator in such a way, that upon logging in to the Portal he shall up-date his registration data. In case he has not been permitted such a possibility the User is obliged to inform the Operator about the data amendment electronically or in writing.
- 2.4. The Portal collects only personal data provided by the User, such as the title, name, surname, address, telephone number, fax number, email address, and namely exclusively for the purpose of their record-keeping and use in case of mail posting, payment notification, or possibly use of the data for ensuring communication with the User through electronic or telecommunications media.
- 2.5. Pursuant to the Act No. 428/2002 Coll. on personal data protection in its applicable wording, record-keeping of other personal data shall be subject to a written consent of the User. Data from the so-called LOG FILES as well as the statistical information therefrom derived shall not be deemed personal data.
- 2.6. The Operator undertakes to prevent that the acquired data are in any way made accessible to the third parties. The exception concerns data provided by the User as freely accessible for the visitors of the Portal as well as pursuant to special rules determined by the Act No. 351/2011 on electronic communications.
- 2.7. Upon registration of a physical person the portal provides one SMS to the Slovak mobile operators. In case of registration of a legal person the number of provided SMS shall be determined by agreement. Free SMS cannot be claimed and the provider is not obliged to assign them.
- 2.8. Registration with the use of the data of some other physical or legal persons are prohibited. The Operator reserves his right to immediately cancel any such registration as well as the whole portfolio of related services. The Operator shall not be liable for damages caused due to such registration to the given physical or legal person or any third parties.

### **3. Ordering of Online Services**

- 3.1. An order of internet SMS packages is carried out by filling in and sending of a form on the Portal. The order shall be accepted also through electronic and telecommunication means, or possibly on the basis of a personal meeting. Ordering of services is voluntary.
- 3.2. Services are charged based on a valid price-list published on the portal.
- 3.3. The order shall be deemed settled only upon crediting the invoiced amount on the account of the Operator. Consequently the Operator shall increase the number of SMS according to the User on the basis of the type of the ordered service.

### **4. Financial and Payment Conditions**

- 4.1. Prices of the online services portal have been determined on the basis of the valid price-list of the Operator. The price-list has been applicable as of 1<sup>st</sup> September, 2009. The Operator reserves his right to amend the price-list. Amendments do not apply to the already ordered advertising, purchased credits. The Operator shall advise the Users on the change in the pricelist using appropriate electronic form.

4.3. The Operator is a VAT payer.

4.5. The User can increase the amount of his SMS at the Portal anytime. The system will automatically generate an advance payment invoice including all the necessary data for execution of its settlement in such a way as currently filed in the registration. The invoice, or possibly the advance payment invoice shall be deemed settled upon crediting the amount on the account of the Operator. Upon settlement of the amount the User - a legal person shall be sent the invoice - tax document by post.

4.6. The User can execute the payment by bank transfer order, direct deposit on the account of the Operator or through a postal money-order designating the transfer on to the account of the Operator. In all types of payments the User is obliged to state the assigned variable symbol. The Operator shall not be liable for any delay in the User's payment matching in case of the User's faulty or confusing settlement, settlement with incorrectly given data in the invoice or possibly in the advance payment invoice.

4.7. Payments for the orders shall be addressed to the account of the Operator established in "Tatra banka", account No.: 29 2785 9274/1100, IBAN: SK16 1100 0000 0029 2785 9274, SWIFT: TATR SK BX.

4.8 The Operator shall not refund the User for any unused SMS.

## **5. Other Conditions between the Contracting Parties**

5.1. The User is aware of the fact that the information forming a part of the contents of the online services of the Operator is only informative and therefore its disposal shall be exclusively a matter of one's personal discretion, liability as well as risk.

5.2. The User is not entitled to claim from the Operator elimination of advertising spots, trailers or any other forms of advertising which have been incorporated into the online portal services.

5.3. The Operator shall not be liable for the contents and functionality of the internet sites directly or indirectly connected with the online services of the Operator.

5.4. The Operator shall not provide any guarantee of continual functionality, failure-free operation or securing of the online services system. It is in the interest of the Provider that all the functions of the online services are provided to Users at the best possible level.

5.5. The Operator shall not be liable for the quality of transmission routes of the internet, applied technical means of the thirds parties, or technical equipment of the User and visitors of the Portal, or intervention of force majeure, which can affect the portal operation.

5.6. The Operator shall not be liable for loss of profit, use of data or other immaterial property, or for any indirect damages generated due to improper use or inability to use the service, due to unauthorized access, even in case the Operator has been advised about the possibility of occurrence of such damages.

## **6. Claims**

6.1. Claims can be addressed to the e-mail address [complaints@eurosms.com](mailto:complaints@eurosms.com) or by post addressed to: EuroSMS s.r.o., Račianska 96, 831 02 Bratislava, or by phone +421-911-455-585.

- 6.2. In case of a fault on the side of the Operator, within the claiming procedure the User shall be entitled to claim reasonable compensation or a discount on the price, namely in the form of a written claim delivered to the Operator within 10 days upon the date of the fault identification by the User.
- 6.3. Claims related to additional correction of invoicing data included in a tax document - invoice already issued and sent to the User, shall be charged by a fee of 5,-EUR + VAT.

## **7. Final Provisions**

- 7.1. All relations not provided for by these conditions shall be governed by the generally applicable regulations of the Slovak Republic.
- 7.2. The Operator is entitled to amend these GBC of the online services and portal. The Operator is obliged to publicize the new wording of the conditions at the same site at the latest 5 days prior to their effectiveness.
- 7.3. These conditions enter into force on 10<sup>th</sup> April, 2012.