

## Welcome to Confirme

THIS LEGAL AGREEMENT BETWEEN YOU AND CONFIRME Ltd. GOVERNS YOUR USE OF THE CONFIRME PRODUCT, SOFTWARE, SERVICES, AND WEBSITES (COLLECTIVELY REFERRED TO AS THE "SERVICE"). IT IS IMPORTANT THAT YOU READ AND UNDERSTAND THE FOLLOWING TERMS. BY CLICKING "AGREE," YOU ARE AGREEING THAT THESE TERMS WILL APPLY IF YOU CHOOSE TO ACCESS OR USE THE SERVICE.

CONFIRME Ltd. is the provider of the Service, which permits you to utilize certain Internet services, including storing your content (such as contacts, product information, documents, app data) and making it accessible on your compatible devices and computers, and certain location based services, only under the terms and conditions set forth in this Agreement. As soon as you enable Confirme, your content will be automatically sent to and stored by CONFIRME Ltd., so you can later access that content or have content wirelessly pushed to your other Confirme-enabled devices or computers.

### I. REQUIREMENTS FOR USE OF THE SERVICE

**A. Devices and Accounts.** Use of the Service may require compatible devices, Internet access, and certain software (fees may apply); may require periodic updates; and may be affected by the performance of these factors. CONFIRME Ltd. reserves the right to limit the number of Accounts that may be created from a device and the number of devices associated with an Account. The latest version of required software may be required for certain transactions or features. You agree that meeting these requirements is your responsibility.

**B. Limitations on Use.** You agree to use the Service only for purposes permitted by this Agreement, and only to the extent permitted by any applicable law, regulation, or generally accepted practice in the applicable jurisdiction. If your use of the Service or other behavior intentionally or unintentionally threatens CONFIRME Ltd. ability to provide the Service or other systems, CONFIRME Ltd. shall be entitled to take all reasonable steps to protect the Service and Confirme systems, which may include suspension of your access to the Service. Repeated violations of the limitations may result in termination of your Account.

**C. Availability of the Service.** The Service, or any feature or part thereof, may not be available in all languages or in all countries and CONFIRME Ltd. makes no representation that the Service, or any feature or part thereof, is appropriate or available for use in any particular location. To the extent you choose to access and use the Service, you do so at your own initiative and are responsible for compliance with any applicable laws.

**D. Changing the Service.** CONFIRME Ltd. reserves the right at any time to modify this Agreement and to impose new or additional terms or conditions on your use of the Service. Such modifications and additional terms and conditions will be communicated to you and, if accepted, will be effective immediately and will be incorporated into this Agreement. In the event that you refuse to accept such changes, CONFIRME Ltd. will have the right to terminate this Agreement and your account. You agree that CONFIRME Ltd. shall not be liable to you or any third party for any modification or cessation of the Service. If you have paid to use the Service and we terminate it or materially downgrade its functionality, we will provide you an aliquot part of an annual license of the remaining months.

**E. Price and payment conditions.** The Customer shall be bound to pay the Provider a price the current price list, which is available on <http://confirme.org>. If not mentioned in the price list whether the price with or without VAT, it is understood that the prices are without VAT, ie where the provider is subject to VAT, the prices being charged VAT by law.

## **II. FEATURES AND SERVICES**

### **A. Use of Location-based Services**

CONFIRME Ltd. and its partners and licensors may provide certain features or services that are based on the position information of detected devices that use GPS (where available) and the areas covered transmitters. The provision of such features and services on their availability, the CONFIRME Ltd. and its partners and licensors must collect, use, transmit, process and maintain your location data, including but not limited to, geographic location of your device and the information associated with your account Confirme (the "Account") to it and any registered devices including, but not limited to, device name, and device type.

Any location data provided by the service are not intended to be based on them in situations that require accurate location information or which would be incorrect, inaccurate, delayed or incomplete location data may lead to death, injury or damage property or the environment. CONFIRME Ltd. will be in providing services to act competently and diligently, but neither CONFIRME Ltd. nor its content providers do not guarantee the availability, accuracy, completeness, reliability, or timeliness of location data or any other data displayed service. LOCATION-BASED SERVICES ARE NOT INTENDED OR SUITABLE FOR USE AS AN EMERGENCY LOCATOR SYSTEM.

TO THE GREATEST EXTENT PERMISSIBLE BY APPLICABLE LAW, CONFIRME Ltd. DOES NOT GUARANTEE OR WARRANT THAT ANY CONTENT YOU MAY STORE OR ACCESS THROUGH THE SERVICE WILL NOT BE SUBJECT TO INADVERTENT DAMAGE, CORRUPTION, LOSS, OR REMOVAL IN ACCORDANCE WITH THE TERMS OF THIS AGREEMENT, AND CONFIRME Ltd. SHALL NOT BE RESPONSIBLE SHOULD SUCH DAMAGE, CORRUPTION, LOSS, OR REMOVAL OCCUR

## **IV. Your Use of the Service**

### **A. Your Account**

As a registered user of the Service, you must establish an Account. Don't reveal your Account information to anyone else. You are solely responsible for maintaining the confidentiality and security of your Account and for all activities that occur on or through your Account, and you agree to immediately notify CONFIRME Ltd. of any security breach of your Account. You further acknowledge and agree that the Service is designed and intended for personal use on an individual basis and you should not share your Account and/or password details with another individual. Provided we have exercised reasonable skill and due care, CONFIRME Ltd. shall not be responsible for any losses arising out of the unauthorized use of your Account resulting from you not following these rules.

In order to use the Service, you must enter your username and password to authenticate your Account. You agree to provide accurate and complete information when you register with, and as you use, the Service ("Service Registration Data"), and you agree to update your Service Registration Data to keep it accurate and complete. Failure to provide accurate, current and complete Service Registration Data may result in the suspension and/or termination of your Account. You agree that CONFIRME Ltd. may store and use the Service Registration Data you provide for use in maintaining and billing fees to your Account.

### **B. No Right of Survivorship**

You agree that your Account is non-transferable and that any rights to your name or Content within your Account terminate upon your death. Upon receipt of a copy of a death certificate your Account may be terminated and all Content within your Account deleted. Contact Confirme Support at for further assistance.

### **C. No Resale of Service**

You agree that you will not reproduce, copy, duplicate, sell, resell, rent or trade the Service (or any part thereof) for any purpose.

## **V. Content and Your Conduct**

### **A. Content**

"Content" means any information that may be generated or encountered through use of the Service, such as data files, device characteristics, written text and any other like materials. You understand that all Content, whether publicly posted or privately transmitted on the Service is the sole responsibility of the person from whom such Content originated. This means that you, and not CONFIRME s.r.o., are solely responsible for any Content you upload, download, post, email, transmit, store or otherwise make available through your use of the Service.

### **B. Your Conduct**

You agree that you will NOT use the Service to:

- a. upload, download, post, email, transmit, store or otherwise make available any Content that is unlawful, harassing, threatening, harmful, tortious, defamatory, libelous, abusive, violent, obscene, vulgar, invasive of another's privacy, hateful, racially or ethnically offensive, or otherwise objectionable;
- b. stalk, harass, threaten or harm another;

- c. if you are an adult, request personal or other information from a minor (any person under the age of 18 or such other age as local law defines as a minor) who is not personally known to you, including but not limited to any of the following: full name or last name, home address, zip/postal code, telephone number, picture, or the names of the minor's school, church, athletic team or friends;
- d. pretend to be anyone, or any entity, you are not — you may not impersonate or misrepresent yourself as another person (including celebrities), entity, another Confirme user, an CONFIRME Ltd. employee, or a civic or government leader, or otherwise misrepresent your affiliation with a person or entity (CONFIRME Ltd. reserves the right to reject or block the account, which could be deemed to be an impersonation or misrepresentation of your identity, or a misappropriation of another person's name or identity);
- e. engage in any copyright infringement or other intellectual property infringement (including uploading any content to which you do not have the right to upload), or disclose any trade secret or confidential information in violation of a confidentiality, employment, or nondisclosure agreement;
- f. forge any TCP-IP packet header or any part of the header information in an email or a news group posting, or otherwise putting information in a header designed to mislead recipients as to the origin of any Content transmitted through the Service (“spoofing”);
- g. upload, post, email, transmit, store or otherwise make available any material that contains viruses or any other computer code, files or programs designed to harm, interfere or limit the normal operation of the Service (or any part thereof), or any other computer software or hardware;
- h. interfere with or disrupt the Service (including accessing the Service through any automated means, like scripts or web crawlers), or any servers or networks connected to the Service, or any policies, requirements or regulations of networks connected to the Service (including any unauthorized access to, use or monitoring of data or traffic thereon);
- i. plan or engage in any illegal activity; and/or

### **C. Removal of Content**

You acknowledge that CONFIRME Ltd. is not responsible or liable in any way for any Content provided by others and has no duty to pre-screen such Content. However, CONFIRME Ltd. reserves the right at all times to determine whether Content is appropriate and in compliance with this Agreement, and may pre-screen, move, refuse, modify and/or remove Content at any time, without prior notice and in its sole discretion, if such Content is found to be in violation of this Agreement or is otherwise objectionable.

### **D. Back up Your Content**

You are responsible for backing up, to your own computer or other device, any important documents, images or other Content that you store or access via the Service. CONFIRME Ltd.

shall use reasonable skill and due care in providing the Service, but CONFIRME Ltd. does not guarantee or warrant that any Content you may store or access through the Service will not be subject to inadvertent damage, corruption or loss.

#### **E. Access to Your Account and Content**

CONFIRME Ltd. reserves the right to take steps CONFIRME Ltd. believes are reasonably necessary or appropriate to enforce and/or verify compliance with any part of this Agreement. You acknowledge and agree that CONFIRME Ltd. may, without liability to you, access, use, preserve and/or disclose your Account information and Content to law enforcement authorities, government officials, and/or a third party, as CONFIRME Ltd. believes is reasonably necessary or appropriate, if legally required to do so or if CONFIRME Ltd. has a good faith belief that such access, use, disclosure, or preservation is reasonably necessary to: (a) comply with legal process or request; (b) enforce this Agreement, including investigation of any potential violation thereof; (c) detect, prevent or otherwise address security, fraud or technical issues; or (d) protect the rights, property or safety of CONFIRME Ltd., its users, a third party, or the public as required or permitted by law.

#### **F. Copyright Notice - DMCA**

If you believe that any Content in which you claim copyright has been infringed by anyone using the Service, please contact representative CONFIRME Ltd. CONFIRME Ltd. may, in its sole discretion, suspend and/or terminate Accounts of users that are found to be repeat infringers.

#### **G. Violations of this Agreement**

If while using the Service, you encounter Content you find inappropriate, or otherwise believe to be a violation of this Agreement, you may report it by sending an email to [info@confirme.org](mailto:info@confirme.org)

#### **H. Content Submitted or Made Available by You on the Service**

**1. License from You.** Except for material we may license to you, CONFIRME Ltd. does not claim ownership of the materials and/or Content you submit or make available on the Service. However, by submitting or posting such Content on areas of the Service that are accessible by the public or other users with whom you consent to share such Content, you grant CONFIRME Ltd. a worldwide, royalty-free, non-exclusive license to use, distribute, reproduce, modify, adapt, publish, translate, publicly perform and publicly display such Content on the Service solely for the purpose for which such Content was submitted or made available, without any compensation or obligation to you. You agree that any Content submitted or posted by you shall be your sole responsibility, shall not infringe or violate the rights of any other party or violate any laws, contribute to or encourage infringing or otherwise unlawful conduct, or otherwise be obscene, objectionable, or in poor taste. By submitting or posting such Content on areas of the Service that are accessible by the public or other users, you are representing that you are the owner of such material and/or have all necessary rights, licenses, and authorization to distribute it.

**2. Changes to Content.** You understand that in order to provide the Service and make your Content available thereon, CONFIRME Ltd. may transmit your Content across Confirme

applications and modify or change your Content to comply with technical requirements of connecting networks or devices or computers. You agree that the license herein permits CONFIRME Ltd. to take any such actions.

**3. Trademark Information.** CONFIRME, logo CONFIRME and other CONFIRME trademarks, service marks, graphics, and logos used in connection with the Service are trademarks or registered trademarks of CONFIRME Ltd. in the Slovakia Republic and/or other countries. A list of CONFIRME trademarks can be found here - <http://www.confirme.org> Other trademarks, service marks, graphics, and logos used in connection with the Service may be the trademarks of their respective owners. You are granted no right or license in any of the aforesaid trademarks, and further agree that you shall not remove, obscure, or alter any proprietary notices (including trademark and copyright notices) that may be affixed to or contained within the Service.

## **VI. Software**

**A. CONFIRME Ltd. Proprietary Rights.** You acknowledge and agree that CONFIRME Ltd. and/or its licensors own all legal right, title and interest in and to the Service, including but not limited to graphics, user interface, the scripts and software used to implement the Service, and any software provided to you as a part of and/or in connection with the Service (the “Software”), including any and all intellectual property rights that exist therein, whether registered or not, and wherever in the world they may exist. You further agree that the Service (including the Software, or any other part thereof) contains proprietary and confidential information that is protected by applicable intellectual property and other laws, including but not limited to copyright. You agree that you will not use such proprietary information or materials in any way whatsoever except for use of the Service in compliance with this Agreement. No portion of the Service may be reproduced in any form or by any means, except as expressly permitted in these terms.

**B. License From CONFIRME Ltd..** THE USE OF THE SOFTWARE OR ANY PART OF THE SERVICE, EXCEPT FOR USE OF THE SERVICE AS PERMITTED IN THIS AGREEMENT, IS STRICTLY PROHIBITED AND INFRINGES ON THE INTELLECTUAL PROPERTY RIGHTS OF OTHERS AND MAY SUBJECT YOU TO CIVIL AND CRIMINAL PENALTIES, INCLUDING POSSIBLE MONETARY DAMAGES, FOR COPYRIGHT INFRINGEMENT.

**C. Updates.** CONFIRME Ltd. may update the Software used by the Service. In order to continue your use of the Service, such updates may be automatically downloaded and installed onto your device or computer. These updates may include bug fixes, feature enhancements or improvements, or entirely new versions of the Software.

## **VII. Termination**

### **A. Termination by You**

You may terminate your Account and/or stop using the Service at any time. If you wish to stop using Confirme on your device, you Confirme remove the service from the device uninstalling. To terminate your Account contact Confirme Support at [info@confirme.org](mailto:info@confirme.org). Any fees paid by you prior to your termination are nonrefundable (except as expressly permitted otherwise by this Agreement), including any fees paid in advance for the billing

year during which you terminate. Termination of your Account shall not relieve you of any obligation to pay any accrued fees or charges.

### **B. Termination by CONFIRME Ltd.**

CONFIRME Ltd. may at any time, under certain circumstances and without prior notice, immediately terminate or suspend all or a portion of your Account and/or access to the Service. Cause for such termination shall include: (a) violations of this Agreement or any other policies or guidelines that are referenced herein and/or posted on the Service; (b) a request by you to cancel or terminate your Account; (c) a request and/or order from law enforcement, a judicial body, or other government agency; (d) where provision of the Service to you is or may become unlawful; (e) unexpected technical or security issues or problems; (f) your participation in fraudulent or illegal activities; or (g) failure to pay any fees owed by you in relation to the Service. Any such termination or suspension shall be made by CONFIRME Ltd. in its sole discretion and CONFIRME Ltd. will not be responsible to you or any third party for any damages that may result or arise out of such termination or suspension of your Account and/or access to the Service. In addition, CONFIRME Ltd. may terminate your Account upon prior notice via email to the address associated with your Account if (a) your Account has been inactive for one (1) year; or (b) there is a general discontinuance or material modification to the Service or any part thereof. Any such termination or suspension shall be made by CONFIRME Ltd. in its sole discretion and CONFIRME Ltd. will not be responsible to you or any third party for any damages that may result or arise out of such termination or suspension of your Account and/or access to the Service, though it will refund pro rata any pre-paid fees or amounts.

### **C. Effects of Termination**

Upon termination of your Account you will lose all access to the Service and any part of it. CONFIRME Ltd. will delete information and data stored in or as a part of your account(s). Any individual components of the Service that you may have used subject to separate software license agreements will also be terminated in accordance with those license agreements.

## **VIII. Links and Other Third Party Materials**

Certain Content, components or features of the Service may include materials from third parties and/or hyperlinks to other web sites, resources or Content. Because CONFIRME Ltd. may have no control over such third party sites and/or materials, you acknowledge and agree that CONFIRME Ltd. is not responsible for the availability of such sites or resources, and does not endorse or warrant the accuracy of any such sites or resources, and shall in no way be liable or responsible for any Content, advertising, products or materials on or available from such sites or resources. You further acknowledge and agree that CONFIRME Ltd. shall not be responsible or liable in any way for any damages you incur or allege to have incurred, either directly or indirectly, as a result of your use and/or reliance upon any such Content, advertising, products or materials on or available from such sites or resources.

## **IX. DISCLAIMER OF WARRANTIES; LIMITATION OF LIABILITY**

SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION OF CERTAIN WARRANTIES, AS SUCH, TO THE EXTENT SUCH EXCLUSIONS ARE SPECIFICALLY PROHIBITED BY APPLICABLE LAW, SOME OF THE EXCLUSIONS SET FORTH BELOW MAY NOT APPLY TO YOU.

CONFIRME Ltd. SHALL USE REASONABLE SKILL AND DUE CARE IN PROVIDING THE SERVICE. THE FOLLOWING DISCLAIMERS ARE SUBJECT TO THIS EXPRESS WARRANTY.

CONFIRME Ltd. DOES NOT GUARANTEE, REPRESENT, OR WARRANT THAT YOUR USE OF THE SERVICE WILL BE UNINTERRUPTED OR ERROR-FREE, AND YOU AGREE THAT FROM TIME TO TIME CONFIRME Ltd. MAY REMOVE THE SERVICE FOR INDEFINITE PERIODS OF TIME, OR CANCEL THE SERVICE IN ACCORDANCE WITH THE TERMS OF THIS AGREEMENT.

YOU EXPRESSLY UNDERSTAND AND AGREE THAT THE SERVICE IS PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS. CONFIRME Ltd. AND ITS AFFILIATES, SUBSIDIARIES, OFFICERS, DIRECTORS, EMPLOYEES, AGENTS, PARTNERS AND LICENSORS EXPRESSLY DISCLAIM ALL WARRANTIES OF ANY KIND, WHETHER EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND NON-INFRINGEMENT. IN PARTICULAR, CONFIRME Ltd. AND ITS AFFILIATES, SUBSIDIARIES, OFFICERS, DIRECTORS, EMPLOYEES, AGENTS, PARTNERS AND LICENSORS MAKE NO WARRANTY THAT (I) THE SERVICE WILL MEET YOUR REQUIREMENTS; (II) YOUR USE OF THE SERVICE WILL BE TIMELY, UNINTERRUPTED, SECURE OR ERROR-FREE; (III) ANY INFORMATION OBTAINED BY YOU AS A RESULT OF THE SERVICE WILL BE ACCURATE OR RELIABLE; AND (IV) ANY DEFECTS OR ERRORS IN THE SOFTWARE PROVIDED TO YOU AS PART OF THE SERVICE WILL BE CORRECTED.

CONFIRME Ltd. DOES NOT REPRESENT OR GUARANTEE THAT THE SERVICE WILL BE FREE FROM LOSS, CORRUPTION, ATTACK, VIRUSES, INTERFERENCE, HACKING, OR OTHER SECURITY INTRUSION, AND CONFIRME Ltd. DISCLAIMS ANY LIABILITY RELATING THERETO.

ANY MATERIAL DOWNLOADED OR OTHERWISE OBTAINED THROUGH THE USE OF THE SERVICE IS ACCESSED AT YOUR OWN DISCRETION AND RISK, AND YOU WILL BE SOLELY RESPONSIBLE FOR ANY DAMAGE TO YOUR DEVICE, COMPUTER, OR LOSS OF DATA THAT RESULTS FROM THE DOWNLOAD OF ANY SUCH MATERIAL. YOU FURTHER ACKNOWLEDGE THAT THE SERVICE IS NOT INTENDED OR SUITABLE FOR USE IN SITUATIONS OR ENVIRONMENTS WHERE THE FAILURE OR TIME DELAYS OF, OR ERRORS OR INACCURACIES IN, THE CONTENT, DATA OR INFORMATION PROVIDED BY THE SERVICE COULD LEAD TO DEATH, PERSONAL INJURY, OR SEVERE PHYSICAL OR ENVIRONMENTAL DAMAGE.

#### **LIMITATION OF LIABILITY**

SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION OR LIMITATION OF LIABILITY BY SERVICE PROVIDERS. TO THE EXTENT SUCH EXCLUSIONS OR



LIMITATIONS ARE SPECIFICALLY PROHIBITED BY APPLICABLE LAW, SOME OF THE EXCLUSIONS OR LIMITATIONS SET FORTH BELOW MAY NOT APPLY TO YOU.

CONFIRME Ltd. SHALL USE REASONABLE SKILL AND DUE CARE IN PROVIDING THE SERVICE. THE FOLLOWING LIMITATIONS DO NOT APPLY IN RESPECT OF LOSS RESULTING FROM (A) CONFIRME Ltd. FAILURE TO USE REASONABLE SKILL AND DUE CARE; (B) CONFIRME Ltd. GROSS NEGLIGENCE, WILFUL MISCONDUCT OR FRAUD; OR (C) DEATH OR PERSONAL INJURY.

YOU EXPRESSLY UNDERSTAND AND AGREE THAT CONFIRME Ltd. AND ITS AFFILIATES, SUBSIDIARIES, OFFICERS, DIRECTORS, EMPLOYEES, AGENTS, PARTNERS AND LICENSORS SHALL NOT BE LIABLE TO YOU FOR ANY DIRECT, INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL OR EXEMPLARY DAMAGES, INCLUDING, BUT NOT LIMITED TO, DAMAGES FOR LOSS OF PROFITS, GOODWILL, USE, DATA, COST OF PROCUREMENT OF SUBSTITUTE GOODS OR SERVICES, OR OTHER INTANGIBLE LOSSES (EVEN IF CONFIRME Ltd. HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES), RESULTING FROM: (I) THE USE OR INABILITY TO USE THE SERVICE (II) ANY CHANGES MADE TO THE SERVICE OR ANY TEMPORARY OR PERMANENT CESSATION OF THE SERVICE OR ANY PART THEREOF; (III) THE UNAUTHORIZED ACCESS TO OR ALTERATION OF YOUR TRANSMISSIONS OR DATA; (IV) THE DELETION OF, CORRUPTION OF, OR FAILURE TO STORE AND/OR SEND OR RECEIVE YOUR TRANSMISSIONS OR DATA ON OR THROUGH THE SERVICE; (V) STATEMENTS OR CONDUCT OF ANY THIRD PARTY ON THE SERVICE; AND (VI) ANY OTHER MATTER RELATING TO THE SERVICE.

### **INDEMNIFICATION**

You agree to defend, indemnify and hold CONFIRME Ltd., its affiliates, subsidiaries, directors, officers, employees, agents, partners, contractors, and licensors harmless from any claim or demand, including reasonable attorneys' fees, made by a third party, relating to or arising from: (a) any Content you submit, post, transmit, or otherwise make available through the Service; (b) your use of the Service; (c) any violation by you of this Agreement; (d) any action taken by CONFIRME Ltd. as part of its investigation of a suspected violation of this Agreement or as a result of its finding or decision that a violation of this Agreement has occurred; or (e) your violation of any rights of another. This means that you cannot sue CONFIRME Ltd., its affiliates, subsidiaries, directors, officers, employees, agents, partners, contractors, and licensors as a result of its decision to remove or refuse to process any information or Content, to warn you, to suspend or terminate your access to the Service, or to take any other action during the investigation of a suspected violation or as a result of CONFIRME Ltd. conclusion that a violation of this Agreement has occurred. This waiver and indemnity provision applies to all violations described in or contemplated by this Agreement. This obligation shall survive the termination or expiration of this Agreement and/or your use of the Service. You acknowledge that you are responsible for all use of the Service using your Account, and that this Agreement applies to any and all usage of your Account. You agree to comply with this Agreement and to defend, indemnify and hold harmless CONFIRME Ltd. from and against any and all claims and demands arising from usage of your Account, whether or not such usage is expressly authorized by you.

## **X. GENERAL**

### **A. Notices**

CONFIRME Ltd. may provide you with notices regarding the Service, including changes to this Agreement, by email to your email address (and/or other alternate email address associated with your Account if provided), by regular mail, or by postings on our website and/or the Service.

### **B. Governing Law**

Except to the extent expressly provided in the following paragraph, this Agreement and the relationship between you and CONFIRME Ltd. shall be governed by the laws of the State of Slovak Republic, excluding its conflicts of law provisions. You and CONFIRME Ltd. agree to submit to the personal and exclusive jurisdiction of the courts located within the county of Banská Bystrica, Slovak Republic, to resolve any dispute or claim arising from this Agreement. If (a) you are not a Slovak Republic citizen; (b) you do not reside in the Slovak Republic; (c) you are not accessing the Service from the Slovak Republic; and (d) you are a citizen of one of the countries identified below, you hereby agree that any dispute or claim arising from this Agreement shall be governed by the applicable law set forth below, without regard to any conflict of law provisions, and you hereby irrevocably submit to the non-exclusive jurisdiction of the courts located in the state, province or country identified below whose law governs:

Specifically excluded from application to this Agreement is that law known as the United Nations Convention on the International Sale of Goods.

### **C. Entire Agreement**

This Agreement constitutes the entire agreement between you and CONFIRME Ltd., governs your use of the Service and completely replaces any prior agreements between you and CONFIRME Ltd. in relation to the Service. You may also be subject to additional terms and conditions that may apply when you use affiliate services, third-party content, or third-party software. If any part of this Agreement is held invalid or unenforceable, that portion shall be construed in a manner consistent with applicable law to reflect, as nearly as possible, the original intentions of the parties, and the remaining portions shall remain in full force and effect. The failure of CONFIRME Ltd. to exercise or enforce any right or provision of this Agreement shall not constitute a waiver of such right or provision. You agree that, except as otherwise expressly provided in this Agreement, there shall be no third-party beneficiaries to this agreement.

### **D. "CONFIRME Ltd." as used herein means:**

- Confirme Ltd., located at Poľná 6767/32, 974 05 Banská Bystrica ID: 48058548, registered in the Commercial Register at the District Court in Banská Bystrica, section Ltd., file no. 27781 / S.

## **ELECTRONIC CONTRACTING**

Your use of the Service includes the ability to enter into agreements and/or to make transactions electronically. YOU ACKNOWLEDGE THAT YOUR ELECTRONIC SUBMISSIONS CONSTITUTE YOUR AGREEMENT AND INTENT TO BE BOUND BY AND TO PAY FOR SUCH AGREEMENTS AND TRANSACTIONS. YOUR AGREEMENT AND INTENT TO BE BOUND BY ELECTRONIC SUBMISSIONS APPLIES TO ALL RECORDS RELATING TO ALL TRANSACTIONS YOU ENTER INTO ON THIS SERVICE, INCLUDING NOTICES OF CANCELLATION, POLICIES, CONTRACTS, AND APPLICATIONS. In order to access and retain your electronic records, you may be required to have certain hardware and software, which are your sole responsibility.

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