

## GENERAL TERMS AND CONDITIONS

LTBC s.r.o., with its registered seat at Dunajská 37, 811 08 Bratislava, Slovak Republic, ID No. 46 594 752, registered in the Commercial Register of the District Court Bratislava I, Section Sro, Insert No. 80684/B ("Provider"), issues the following **General Terms and Conditions** ("GTC"):

### Article I Initial Provisions

1. GTC governs all relationships and all rights and obligations arising from or related to the contract for the provision of marketing services ("Contract") between the Provider and a legal entity or a natural person - entrepreneur or natural person - non-entrepreneur ("Customer") (Customer and Provider together as "Parties" or individually as "Party").
2. GTC also govern all contractual relationships and all rights and obligations arising from or related to the provision of marketing services to the Customer through external service providers ("Expert") who provide their services to the Customer on behalf of the Provider.
3. By entering into the Contract:
  - a. The Provider undertakes to provide marketing services to the Customer, to the extent, in the manner and under the terms and conditions set out in the Contract and GTC.
  - b. The Customer undertakes to accept the ordered marketing services and to pay the Provider the fee in a due and timely manner under the terms and conditions set out in the Contract and GTC.

### Article II Services

1. The Provider mainly provides the following services to the Customer:
  - a. Marketing strategy
  - b. Digital strategy
  - c. Social media communication strategy
  - d. Setup and execution of performance advertising on social media and online
  - e. SEO
  - f. Influencer Marketing
  - g. B2B Marketing
  - h. Copywriting
  - i. Idea Making
  - j. Print advertising
  - k. Radio spots
  - l. Design
  - m. Motion design, animation, 3D
  - n. Branding
  - o. Product design
  - p. Logo, name, slogan and corporate identity development
  - q. Web site and application development
  - r. User experience
  - s. E-commerce strategies, consulting and solution creation
  - t. Production of advertising spots and advertising content
  - u. Digital and online marketing
  - v. LinkedIn strategies, consulting and execution
  - w. Advertising technologies
  - x. Brand strategies
  - y. Analytics and optimization of advertising data
  - z. organizing educational events, especially seminars and webinars
  - aa. human resources
  - bb. project management
  - cc. other educational activities(„Services").
2. The Customer acknowledges that the Provider provides the Services mainly through Experts.

### Article III Service Order and Contract Conclusion

1. The Customer orders the Services by means of a purchase order, which shows the Customer's interest in the proper and timely provision of the Services, and which contains a precise specification of the Services in which the Customer is interested and specification of other facts necessary to identify the Services

- ("Order"). The Customer is bound by the proposal for concluding the Contract, which is effective from the moment of its delivery to the Provider. The Customer delivers the Order to the Provider in writing, by telephone or by electronic means, e.g. via the contact form published on the website [www.wearepenpaper.com](http://www.wearepenpaper.com) or by delivering an e-mail to [leon@wearepenpaper.com](mailto:leon@wearepenpaper.com) or by contacting the Provider via social media.
2. Upon receipt of the Order and precise specification of the required Service, the Provider will send the Customer at least 1 (*one*) quotation from the Expert, which will contain the specification of the Service and the price for the provision of the Service.
  3. At the moment of confirmation of the final selected price offer ("Price Offer") by the Customer, the Contract between the Provider and the Customer is concluded.

#### **Article IV Payment Terms**

1. The Customer is obliged to pay the Provider the price for the Services according to the approved Price Offer ("Price"). The Price is inclusive of the VAT rate according to the applicable legislation at the time of delivery of the taxable performance and issuance of the invoice.
2. The Provider is entitled to require the Customer to pay a part of the Price (*deposit*) before the commencement of or during the provision of the Services ("Deposit"). The Deposit paid will subsequently be deducted from the Price.
3. The Customer pays the Price and any Deposit on the basis of an invoice issued by the Provider. The invoice is due 14 (*fourteen*) days from the date of its issue.
4. The Customer acknowledges that the Price and the Deposit, if any, is deemed to be paid only when it is credited to the Provider's account.  
The Provider sends the invoice as a tax document and the delivery note to the Customer electronically to the Customer's e-mail, to which the Customer expressly agreed.

#### **Article V Customer rights and obligations**

1. The Customer undertakes to provide the Provider and the Expert with all the necessary assistance for the proper provision of the Services in accordance with the concluded Agreement and GTC, always within an appropriate period of time to ensure the timely provision of the Services.
2. The Customer undertakes to ensure and provide the Provider and/or the Expert with all relevant documents and true, correct, up-to-date and comprehensive information necessary for the provision of the Services ("Relevant Information"). The Customer will not withhold any material information that would lead to the incorporation and dissemination of information that would not meet the requirements of Relevant Information and could cause a breach of applicable legislation relating in particular to the promotion of information that would not meet the requirements of Relevant Information in the context of advertising. The Customer is responsible for compliance with the Relevant Information requirement. In the event that the Customer provides the Provider and/or the Expert with information that is not Relevant Information, the Customer will be solely liable for any such breach.
3. The Customer acknowledges and agrees that if it fails to pay the invoice issued by the Provider for the Price or part thereof (*in particular the Deposit*) for the provision of the Services in a due and timely manner, the Provider shall be entitled to discontinue the provision of the Services in their entirety until the Customer fulfills its obligation to pay the invoice. The Provider will inform the Customer in advance in writing (*e-mail suffices*) about the interruption of the provision of the Services and will specify an additional period of time for the payment of the Price or a part thereof to the Customer
4. The Customer is obliged to provide the contact details of the person responsible for providing assistance in the provision of the Services.
5. The Customer is entitled to propose amendments to the Contract ("Contract Amendments"), while only the Provider is entitled to approve the Contract Amendments.
6. As of the date of sending the Price Offer pursuant to Article III Clause 3 of GTC, for the duration of the Contract (*if concluded*) and for twenty-four (24) months (i) from the date of delivery of the Price Offer or (ii) after the termination of the Contract, the Customer shall comply with the limitations set out below (*Restricted Party*):
  - a) must not, directly or indirectly through third parties, enter into any contract or agreement with the Expert and require the provision of such services by the Expert, the object of which would be a performance directly or indirectly competing with the provision of any of the Provider's Services. This shall not apply in the case of the procedure set out in Article V Clause 7 of these GTC.
7. If the Expert is a freelancer (*natural person - self-employed*), the Customer has the right to conclude directly with the Expert a contract or agreement, the subject of which will be the performance directly or indirectly competing with the provision of any of the Provider's Services. This right is subject to the following conditions: (i) the Provider grants the Customer previous written consent, and (ii) the Customer pays the Provider a fee equal to 3.5 times the average monthly compensation of the Expert according to the contract concluded between the Customer and the Expert. In the event that the Expert concludes an employment relationship with

the Customer, the Provider is entitled to remuneration in the amount of 3.5 times the gross (*brutto*) monthly salary of the Expert according to the employment contract between the Expert and the Customer

8. If the Expert is a legal entity that enters into a contract or agreement with the Customer, on the basis of which the Customer acquires an ownership interest in the Expert, the Provider shall be entitled to remuneration in the amount of 15,000.00 (*fifteen thousand euros*).

## **Article VI** **Expert rights and obligations**

1. The Expert declares that it is duly qualified and has sufficient knowledge, know-how and experience to provide the Services according to the needs of the Provider and the Customer. The Expert declares that it has all authorizations required by applicable legislation to provide the Services as required by the Provider and the Customer.
2. The Expert further declares that it has resolved all relationships and obligations towards third parties that could restrict it from providing the Services to the Provider and the Client, in particular the competition clauses negotiated with third parties.
3. The Expert undertakes to provide the Services to the Customer in a proper and timely manner in accordance with the Contract and these GTC, with due professional care, according to the procedures and instructions approved by the Customer.
4. The Expert undertakes that, when performing the Contract on behalf of the Provider and these GTC or in direct connection with them, it will:
  - a. protect the rights and legitimate interests of the Provider and the Customer, act conscientiously and honestly in doing so, diligently use all lawful means, and exercise what it deems beneficial to the interests of the Provider and the Customer in accordance with its belief and the instructions of the Provider and the Customer,
  - b. behave and act in such a way as not to jeopardize the good name and reputation of the Provider and the Customer,
  - c. comply with the applicable legal provisions applicable to its business,
  - d. ensure that its performance is as efficient and cost-effective as possible, taking into account the objective of the provision of the Services,
  - e. to act and provide the Service properly, in a timely manner, with the utmost professional care, consistently and responsibly, in accordance with the Contract and these GTC.
5. In case of violation of these obligations, the Provider is entitled to a contractual penalty according to Article VII point 1 of these GTC.
6. The Expert undertakes to provide the Provider without undue delay with all information and to hand over to the Provider all documents and documents that it acquires in relation to its activities for the Customer under the Contract and these GTC. If, due to the nature of the documents and documents obtained and their necessity for the provision of the Services, it is necessary for the Expert to keep the obtained documents and documents temporarily in its possession, the Expert undertakes to keep them as confidential material and to ensure their protection against loss, destruction, damage and misuse by third parties.
7. The Expert is liable for damage to items taken over from the Client or the Provider related to the provision of the Services and to items taken over in this performance from third parties, unless the damage could not have been prevented even with the exercise of professional care.
8. Unless otherwise specified in the Purchase Order, the Services will be provided by the Expert according to the post-plan sent by the Provider and/or the Customer.
9. The Expert is not entitled to implement the Services, any part or component thereof, through a third party, unless otherwise specified in the Contract or a separate agreement concluded between the Expert and the Provider. If the Contract or a separate agreement between the Expert and the Provider states that the Expert is entitled to provide the Service, parts and/or components thereof through a third party, the Expert shall ensure that the third party provides the Service, part and/or component thereof in accordance with the terms and conditions of the Contract and these GTC, including all consents, rights, obligations, liabilities, duties, confirmations and representations; at the same time, the Expert shall be liable for the provision of the Service, part and/or component thereof provided by the third party as if the Expert had provided the Service itself (*including all consents, rights, obligations, liabilities, duties, confirmations and representations*).
10. The Expert is obliged to provide the Service independently at its own discretion, i.e. even without the Provider's instructions. However, if the Provider has imposed a certain instruction or requirement on the Expert ("Provider's Instructions"), the Expert is bound by it. The Expert is obliged to promptly notify the Provider in a reasonable manner of the inappropriate nature of the Provider's Instructions. In such case, the Expert will provide the Service according to the Provider's Instructions only if the Provider expressly and

- demonstrably insists on it in writing. Otherwise, the Expert shall follow the Provider's amended Instructions. The Expert shall provide the Provider with reasonable assistance, in particular in the form of consultation with the Provider, in order to eliminate the non-conformity of the Provider's Instructions.
11. The Expert is obliged to provide the Service within the scope of the approved Price Offer in accordance with the concluded Contract. The Expert shall inform the Provider of any proposal for a change to the Contract and/or the Client's request for a change and/or extension of the Services provided ("Change of Services"). The Expert is not entitled, without the express consent of the Provider, to approve any Change to the Services. Otherwise, the Provider shall be entitled to claim compensation for damages caused by the breach of this obligation.
  12. If there is a risk that the Expert will not provide the Services in time, the Expert is obliged to inform the Provider of this fact in writing (*e-mail suffices*) without undue delay after becoming aware of this fact. This notification will include the reasons for the delay and the expected alternative date for the provision of the Services. The fulfillment of this notification obligation by the Expert is without prejudice to any claims of the Provider arising from a breach of the Expert's obligation to provide the Services in a timely manner, in particular claims for contractual penalties and damages.
  13. The Expert is obliged to immediately inform the Provider of all important facts related to the provision of the Services and the performance of the Contract, in particular in connection with the Customer's inactivity and failure to provide the necessary assistance on the part of the Customer.
  14. For the duration of the provision of the Services on behalf of the Provider and for twenty-four (24) months thereafter, the Expert shall comply with the restrictions set out below (*Restricted Party*):
    - a. must not, on its own account or on behalf of a third party, provide such services to the Customer which directly or indirectly compete with the Provider's Services;
    - b. must not enter directly or indirectly through third parties into any contracts or agreements with the Customer and provide such services to the Customer, the subject of which would be directly or indirectly competing with the provision of the Provider's Services.
  15. The Expert is subject to all obligations regarding the protection of confidential information of the Provider and the Client pursuant to Article VIII of these GTC.
  16. The Expert who provided the Services is liable on behalf of the Provider for defects in the provision of the Services.
  17. In the event of a claim by the Customer for the Services provided by the Expert on behalf of the Provider, the Expert is obliged to provide all assistance in the handling of the claim and to eliminate any defects in the Services provided, even after the termination of the cooperation with the Provider.
  18. In the event of Contract termination by the Customer pursuant to Article XII of these GTC, the Expert is entitled to remuneration only on the condition that the Customer has paid a part of the Price and the Expert has started providing the Services at the same time.
  19. The Expert is obliged to inform the Provider, and at the same time obliged to refuse to provide the Services to the Customer if:
    - a. The Client is a client of the parent company to which the Expert primarily provides his services or for which he performs dependent work ("Parent Company"), or
    - b. The Parent Company shall participate in the tender issued by the Customer which is the subject of the Order or any part of the Order.

#### **Article VII**

##### **Breach of contractual obligations**

1. In the event of breach of the Expert's obligations under Article VI.4 of these GTC, in particular failure to meet the deadline for the provision of the Services for reasons on the part of the Expert, the Provider is entitled to a contractual penalty of 0,33 % of the agreed remuneration of the Expert for each day of delay.
2. If the Expert violates the obligations under Article VI, paragraph 14 of these GTC, the Provider is entitled to a contractual penalty in the amount of EUR 15,000.00 (*fifteen thousand euros*), even repeatedly for each individual violation.
3. If the Expert violates the obligation of confidentiality under Article VIII of these GTC, the Provider is entitled to a contractual penalty in the amount of EUR 15,000.00 (*fifteen thousand euros*), even repeatedly for each individual violation.
4. The Expert is obliged to pay the contractual penalties under this article of the GTC upon the Provider's request within 5 (*five*) days from the date of receipt of the Provider's written request (*e-mail suffices*).
5. If the Customer breaches the obligations under Article V, paragraph 7 of these GTC, the Provider shall be entitled to a contractual penalty in the amount of EUR 20,000.00 (*twenty thousand euros*), even repeatedly for each individual breach.
6. If the Customer breaches the confidentiality obligation under Article VIII of these GTC, the Provider shall be entitled to a contractual penalty in the amount of EUR 5,000.00 (*five thousand euros*), even repeatedly for each individual breach.
7. The Customer is obliged to pay the contractual penalties under this article of the GTC upon the Provider's request within 5 (*five*) days from the date of receipt of the Provider's written request (*e-mail suffices*).

**Article VIII**  
**Protection of confidential information**

1. Subject to protection under these GTC are all and any information, data, materials, drawings, knowledge or documents about the provision of the Services, their content, deliverables, projects, team composition, internal processes or any other business and technical information, regardless of the form in which it is captured.:
  - a. related to the Contract and its performance (*in particular the Contract, information on the rights and obligations of the Parties, as well as information on remuneration*);
  - b. related to the Parties (*in particular, information on their activities, structure, economic results, all contracts, financial, statistical and accounting information, information on their assets and liabilities, receivables and payables, information on their technical and software equipment, know-how, evaluation studies and reports, business strategies and plans, information relating to items protected by industrial or other intellectual property rights*);
  - c. concerning the Parties' business partners;
  - d. for which a special handling regime is established by law (*in particular trade secrets, banking secrets, tax secrets, telecommunications secrets, personal data, classified information*);
  - e. which have been provided to the other Party prior to the entry into force and effect of the Contract, insofar as they relate to the subject matter and/or content of the Contract;
  - f. which is expressly marked by the Parties as "confidential", "confidential", "proprietary" or any other similar marking which makes it clear that it is confidential information, („Confidential Information“).
2. The Parties are obliged to ensure the confidentiality of Confidential Information in the manner customary for the classification of such information, unless otherwise expressly agreed. The Parties are also obliged to ensure the confidentiality of the Confidential Information of their officers, employees, agents as well as other cooperating third parties, insofar as such information has been provided to them.
3. Confidential information provided, transmitted, communicated, disclosed and/or in any other manner obtained by a Party from the other Party under and/or in any connection with the Contract may be used solely for the purpose of performing the subject matter of the Contract and in accordance with the regulations governing the handling of such data. The Parties undertake to keep the Confidential Information, as well as all information provided, transmitted, communicated, disclosed and/or in any other way acquired by the Parties under and/or in any connection with the Contract, strictly confidential, to keep it secret and to protect it from misuse, damage, destruction, deterioration, loss and theft.
4. The Contracting Party is not entitled, without the prior written consent of the other Contracting Party, to disclose, transmit, communicate, make available, disseminate, publish, distribute or use the Confidential Information other than for the purpose of performing the subject matter of the Contract, unless it discloses Confidential Information to its:
  - a. Professional advisers (*including legal, accounting, tax and other advisers or auditors*) who are either bound by a general professional duty of confidentiality imposed or imposed by law or are required to maintain confidentiality by written agreement with the Party;
  - b. (i) a Controlled Person of a Party; (ii) a Controlling Person of a Party; (iii) a Person in relation to which a Controlling Person of a Party is a Controlling Person or similarly situated; and (iv) a Person in which a Controlling Person of a Party is a Controlling Person or similarly situated, whereby the foregoing Persons shall have the same obligations in relation to the protection of the Confidential Information as the affected Party;
  - c. the court, if the Contracting Party decides to enforce the rights under the Contract or the rights arising from the Contract by means of a lawsuit.
5. The obligation of the Parties to maintain the confidentiality of Confidential Information does not apply to information that:
  - a. have already been published prior to the signature of the Contract, which must be demonstrable on the basis of the documents provided proving this fact;
  - b. become generally and publicly available after the signature of the Contract for any reason other than a breach of the obligations under the Contract, which must be proven;
  - c. are to be disclosed pursuant to an obligation imposed by law, a decision of a court, a public prosecutor's office or any other authorised public authority, in which case the Party required to disclose the information shall promptly notify the other Party in writing of that fact,
  - d. have been obtained by the Party from a third party who has legitimately acquired or developed them and who has no obligation to restrict their disclosure.
6. All obligations of the Parties with respect to the protection of Confidential Information and Personal Data shall survive the termination and effectiveness of the Agreement.

## **Article IX Services Complaints**

### **1. Initial Provisions**

- 1.1. The Provider undertakes to deliver the Services in the required quality, quantity and without defects.
- 1.2. The Provider shall be liable for any defects in the Service upon receipt by the Customer.
- 1.3. The general warranty period is 24 months. The warranty period starts from the moment of delivery of the Service and payment of the Price by the Customer.
- 1.4. Liability claims for defects in the Service for which the warranty period applies lapse if the Customer does not exercise them within the warranty period.

### **2. Terms and conditions for claiming liability for defects (*claims*)**

- 2.1. The Customer is obliged to examine and inspect the Service thoroughly upon receipt. In case of obvious defects, the Customer is obliged to file a claim with the Provider without undue delay in the manner set out in clause 3.1. below. A claim made at a later date on account of obvious defects in the Service, including a defect consisting in the incompleteness of the Service, will not be taken into account.
- 2.2. The Customer is obliged to exercise the liability claim for other defects (*hidden defects*) in the manner according to point 3.1. below without undue delay after discovering the defect in the Service, but at the latest by the expiry of the warranty period.
- 2.3. The Customer is not entitled to claim the warranty for the Services if the Customer was aware of the defect prior to the provision of the Services or was notified of the defect or was given a reasonable discount on the Service Price for this reason.

### **3. Exercising liability rights (*claims*)**

- 3.1. The Customer may lodge a complaint with the Provider via e-mail sent to: [leon@wearepenpaper.com](mailto:leon@wearepenpaper.com), in writing or in person at the address of the Provider's registered office.
- 3.2. In the submission by which the Customer makes a claim, the Customer shall provide a description of the defect in the Service and the address, including the e-mail address, to which the Provider will notify the Customer of the manner of handling the claim, and shall also indicate which of the defect liability claims specified in clauses 4.4. to 4.7. the Customer claims.
- 3.3. If the complaint is incomplete (in particular illegible, unclear, incomprehensible, does not contain the required documents, etc.), the Provider shall invite the Customer to complete the complaint by e-mail sent to the Customer's e-mail address. In this case, the complaint procedure starts on the day of receipt of the completed submission by the Customer.
- 3.4. If the Customer does not complete the complaint submitted in accordance with Clause 3.5 of this Article without undue delay, at the latest within 10 days from the date of receipt of the notice pursuant to Clause 3.5 of this Article, it shall be deemed to be unjustified..
- 3.5. The Provider shall promptly notify the Customer of the receipt of the complaint by sending a Confirmation of Receipt of the complaint by e-mail to the Customer's e-mail address, but no later than together with the proof of complaint handling.

### **4. Complaint handling**

- 4.1. On the basis of the Customer's decision which of the rights specified in clauses 4.4 to 4.7 the Provider is obliged to determine the method of handling the complaint immediately, in complex cases no later than within 3 working days from the date of the complaint, in justified cases, in particular if a complex technical evaluation of the condition of the provided Service is required, no later than within 30 days from the date of the complaint..
- 4.2. Once the method of handling the claim has been determined, the claim shall be handled immediately; in justified cases, the claim may also be handled later; however, the handling of the claim shall not take longer than 30 days from the date of the claim. After the expiry of the period for processing the claim, the Customer shall have the right to withdraw from the Contract or shall have the right to exchange the Service for a new service, if possible.
- 4.3. The Provider is obliged to issue a written document to the Customer about the complaint handling, no later than within 30 days from the date of the complaint and inform the Customer about its handling via e-mail sent to the Customer's e-mail. If the complaint is accepted, the Provider shall remedy the

- defects of the Service or shall be refunded the Price paid or a reasonable part thereof, unless the Parties agree otherwise.
- 4.4. If there is a defect in the Service that can be remedied, the Customer has the right to have it remedied free of charge, in a timely and proper manner. The Provider is obliged to remove the defect without undue delay.
  - 4.5. If there is a defect in the Service which cannot be remedied and which prevents the Service from being properly used as a non-defective service, the Customer shall have the right to have the Service replaced or shall have the right to withdraw from the Contract.
  - 4.6. If there are other irremediable defects, the Customer shall be entitled to a reasonable discount on the Service Price.
  - 4.7. The Provider is obliged to settle the complaint by providing the Service without defects, replacing the Service (*if this is possible with regard to the subject of the Service provision*), refunding the Service Price to the Customer, paying a reasonable discount from the Service Price, a written invitation to take over the performance (*Service*) or a reasoned rejection of the Service.

## 5. Mutual provisions for Article IX of the GTC

- 5.1. For the avoidance of doubt, the Parties acknowledge that this Article applies only to the Customer who is a consumer. A consumer is a Customer who is a natural person and who is not acting in the course of his trade or other business when concluding and performing the Contract ("Consumer").

### Article X Filing complaints and suggestions

1. The Customer is entitled to submit suggestions and complaints in writing by e-mail to: leon@wearepenpaper.com.
2. The Provider informs the Customer about the assessment of the complaint or complaint by e-mail sent to the Customer's e-mail.
3. The supervisory authority is the Slovak Trade Inspection (*SOI*), SOI Inspectorate for the Bratislava Region, with registered office at Bajkalská 21/A, P. O. BOX No. 5, 820 07 Bratislava, tel. 02/58 27 21 72, 02/58 27 21 04.

### Article XI Alternative dispute resolution

1. The Customer has the right to contact the Provider with a request for remedy, via e-mail sent to: leon@wearepenpaper.com, if he is not satisfied with the manner in which the Provider has handled its complaint or if he believes that the Provider has violated his rights. If the Provider responds to this request in a negative manner or does not respond within 30 days of sending it, the Customer has the right to submit a proposal for the initiation of alternative dispute resolution to an alternative dispute resolution entity ("Entity") pursuant to Slovak Act No. 391/2015 Coll. on Alternative Dispute Resolution of Consumer Disputes and on Amendments and Additions to Certain Acts, as amended ("Act on Alternative Dispute Resolution").
2. The Entities are bodies and authorised legal persons pursuant to Section 3 of the Alternative Dispute Resolution Act and their list is published on the website of the Ministry of Economy of the Slovak Republic. <https://www.mhsr.sk/obchod/ochrana-spotrebiteľa/alternatívne-riesenie-spotrebiteľských-sporov-1/zoznam-subjektov-alternatívneho-riesenia-spotrebiteľských-sporov-1>.
3. The Customer may submit a proposal in the manner specified under Section 12 of the Alternative Dispute Resolution Act.
4. The Customer may also lodge a complaint via the ODR's alternative dispute resolution platform, which is available at [https://ec.europa.eu/commission/presscorner/detail/sk/IP\\_16\\_297](https://ec.europa.eu/commission/presscorner/detail/sk/IP_16_297), or <https://ec.europa.eu/consumers/odr/main/index.cfm?event=main.home2.show&lng=SK>.
5. Alternative Dispute Resolution applies only to a dispute between the Customer as a Consumer and the Provider arising out of or related to the Contract.

### Article XII Contract termination

1. In accordance with Section 7(1) of the Slovak Act on Consumer Protection in the Sale of Goods or Provision of Services under a Distance Contract or a Contract Concluded Outside the Seller's Premises and on Amendments and Additions to Certain Acts ("Consumer Protection Act"), the Customer is entitled to terminate the Contract, without giving any reason, within 14 days from the date of the conclusion of the contract for the provision of the service..

2. The Customer may not terminate the Contract, the subject matter of which is the provision of the Service, if the provision of the Service has been commenced with the express consent of the Consumer and the Consumer has declared that he has been duly informed that, by expressing such consent, he loses the right to terminate the Contract once the Service has been fully provided, and if the full provision of the Service has taken place.
3. The Customer may exercise its right of termination pursuant to clause 1 of this article of the GTC by means of the Termination Form, other written notice of termination, or in the form of another record on another durable medium, which shall be sent by the Customer to the address of the Provider's registered seat or to the e-mail address: [leon@wearepenpaper.com](mailto:leon@wearepenpaper.com) or delivered in person to the address of the Provider's registered seat..
4. The time limit for termination of the Contract under paragraph 1 of this Article of the GTC shall be maintained if the notice of termination of the Contract has been sent to the Provider no later than on the last day of the period specified in paragraph 1 of this Article of the GTC..
5. If the Customer terminates the Contract, any supplementary contract related to the Contract from which the Customer has withdrawn shall also be terminated from the outset. No costs or other payments may be claimed from the Consumer in connection with the cancellation of a supplementary contract, except for the costs and payments referred to in Sections 9(3) and 10(3) of the Consumer Protection Act and the Price for the Service, if the subject of the Contract is the provision of the Service and if full provision of the Service has been made.
6. If the Customer withdraws from the Contract and prior to the commencement of the provision of the Services has given its express consent pursuant to Section 4(6), the Customer shall only be obliged to pay the Provider the price for the performance actually provided up to the date of receipt of the notice of withdrawal from the Contract. The price for the performance actually provided shall be calculated on a pro rata basis based on the total Price agreed in the Contract.
7. For the avoidance of doubt, the Parties acknowledge that this Article applies only to the Customer who is a Consumer.

#### **Article XIII Duration of the Contract**

1. The Contract can be terminated by:
  - a. agreement of the Parties,
  - b. termination notice by either Party.
2. The Provider may terminate the Contract for the following reasons:
  - a. The Customer is in default in paying any invoice for the Price of the Order or any part thereof,
  - b. The Customer breaches the obligation to provide the cooperation according to Article V, point 2 of the GTC within a period longer than 3 (*months*) from the repeated request for the provision of the cooperation.
  - c. The Customer breaches an obligation under Article VIII of the GTC,
3. The Customer is entitled to terminate the Contract for the following reasons:
  - a. The Provider breaches its obligations under Article VIII of the GTC.
4. The notice must be in writing and delivered to the other Party. The period of notice shall be one (*1st*) month and shall commence on the first (*1st*) day of the month following the delivery of the notice to the other Party.
5. Termination of the Contract in any manner shall be without prejudice to those arrangements which by their nature are intended to survive its termination..

#### **Article XIV Final provisions**

1. These T&C come into force and effect on 5.10.2022 and are published on the website [www.wearepenpaper.com/general-terms-and-conditions](http://www.wearepenpaper.com/general-terms-and-conditions).
2. Legal relations not regulated by these GTC, which arose from the conclusion of the Contract between the Provider and the Consumer, shall be governed in particular by the Civil Code and other related legislation..
3. Legal relations not governed by these GTC, which arose from the conclusion of the Contract between the Provider and the Customer who is not a Consumer, shall be governed in particular by the Commercial Code and other related legal regulations.
4. By delivering the Order to the Provider, the Customer confirms that he/she has been duly acquainted with these GTC, including their annexes, in advance, that he/she has understood their content, that he/she unconditionally agrees with them and accepts them..
5. These GTC may only be deviated from by written agreement of the Parties.
6. The Provider reserves the right to amend these GTC at any time during their validity, while it is always obliged to publish and apply the current valid version of the GTC. The change is effective upon publication of the GTC on the Provider's website. Upon the entry into force and effect of the new GTC, the original GTC shall cease to be valid and effective.



**Schedule 1 - Termination form**

**LTBC s.r.o.**  
Dunajská 37  
811 08 Bratislava

In....., on .....

**Contract termination**

I hereby give notice that I am terminating the Contract for the provision of marketing services: .....  
.....  
.....

Date of Order/Date of Receipt \*: .....

Name and surname of the consumer(s) \*: .....

Address of the consumer(s) \*: .....

.....

Signature of the consumer  
(only if the form is submitted in paper form)

*\* Strike out what is not applicable.*