GENERAL TERMS AND CONDITIONS OF OK DOKUMENT SERVICE
VALID FROM 06.07.2022

These general terms and conditions form an integral part of the contract on the provision of services concluded between ANASOFT APR spol. s r.o. and the User of the service regarding the electronic signature of documents.

1   Definitions

1.1   The **Service** is the online OK dokument service, available at https://okdokument.com/ intended for the electronic signature of documents and its administration, pursuant to the general terms and conditions (hereinafter referred to as the "GTC"). The User may only use the Service pursuant to these GTC. The prices, options and features of the service are defined, signed and agreed upon in the purchased OK dokument service package pursuant to the currently valid GTC.

1.2   The **Provider** (of the service) is ANASFOT APR, spol. s r.o., company seat: Mlynská dolina 41, 811 02 Bratislava, BIN: 31361552 entered in the commercial register of the Bratislava I District Court, section: Sro, entry No. 6042/B. The Provider is also the website operator.

1.3   The **website** is the internet website https://okdokument.com/

1.4   A **User** is a person who has created a User account for the OK dokument service.

1.5   The **User account** is the account of the User created for the OK dokument service pursuant to these GTC.

1.6   A **Signatory (third party)** is a person, who through the OK dokument service, signs a document without creating a User account. A signatory may electronically sign documents shared with it in the OK dokument service, or it may reject their signing.

1.7   A **Concerned Person** is a person, who pursuant to Points 1.4 and 1.6, uses the OK document services, and whose personal data are processed in OK dokument service pursuant to the General Data Protection Regulation (GDPR)

1.8   The **Content** is the content of the User account, which includes documents/messages/agreements which can be signed, changed, made accessible, used, reproduced, and published by the User through the OK dokument service.

1.9   The **Price list** is the list containing detailed descriptions and prices of the offered packages of the OK dokument service.

1.10   **GDPR** is Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016 on the protection of natural persons with regard to the processing of personal data and on the free movement of such data, and repealing Directive 95/46/EC (General Data Protection Regulation).

1.11   The **GTC** are the general terms and conditions stipulated by the Provider, which together with the purchased package of the OK dokument services represent the legally binding agreement between the Provider and the User, who purchases any of the services offered on the webpage after finalizing the registration pursuant to these GTC. The GTC also represent an agreement concluded between the Provider and the User which defines their obligations while using the service.

1.12   A **Contract** is a contract for the provision of services concluded between the User and the Provider, the subject of which is the obligation of the Provider to provide the User with the OK dokument services under the conditions stated in the Contract and these GTC. The contract between the Provider and User arises upon the creation of a User account, i.e., upon the User's the registration for the OK dokument services.

1.13   **Force Majeure** means events that are beyond the control of both parties (User and Provider), such as wars, forces of nature, state regulations, transportation problems, strikes, etc.

1.14   **OK dokument API** means the interface enabling the mutual conversation of software applications (or platforms), i.e., in this case the interface for the integration of the portal and service intended for the electronic signing and administration of documents. The User may make use of the OK dokument API pursuant to these GTC. The API interface enables integration with the OK dokument service and user application and is exclusively for the Users within the meaning of Point 1.4 of these GTC.

1.15   The **Portal** is the website application of the User, who uses and requests OK dokument API services.

2   Introductory Provisions

2.1   These GTC regulate the rights and obligations of the User and the Provider in connection with the use of the OK dokument service.

2.2   A User account is created upon its successful completion of all of the steps of the registration for the OK dokument service as follows:

   a)   Provision of all required information;
   b)   Confirmation of its agreement with these GTC and the Personal Data Protection Rules;
   c)   Clicking on the "Create account" button;
   d)   Confirmation of the activation of the account through the received email.

2.3   By creating a User account, the User is obliged to follow these GTC.

2.4   The Contract may be terminated by:

a) the User without stating a reason with immediate effect upon its delivery of the termination notice to the Provider; or

b) the Provider without stating a reason with immediate effect upon its delivery of the termination notice to the e-mail address of the User.

2.5   The fee for the use of the OK dokument service is based on terms of the valid Price list. The User acknowledges that the Provider is entitled to change the prices in the Price list.

2.6   The Provider declares and the User acknowledges that the Provider does not bear any responsibility for the content uploaded by the User to the OK dokument service.

2.7   The contract between the User and the Provider is concluded for an indefinite period of time.

3   Methods of Payment

3.1   The User may choose the package type and payment period (monthly or annually) for the services anytime after the creation of the account. Irregular Payment means that the User will pay for the package on a monthly or annual basis.

3.2   In the event of the User's failure to pay for the package for the next period, a situation can occur in which the User's account is automatically switched to the free of charge package (a package with limited functions) and only after the payment of the overdue balance will the package of the User's choice be activated pursuant the Pricelist for the next time period. Each payment is made in advance and does not include the days in which the user did not pay for the package. In the case of the OK dokument API, it is not possible to create a SignatureRequestID without purchasing the signature request.

3.3   After the payment is made, the User may sign a number of documents according to the chosen (or prepaid) package pursuant to the current Price list.

3.4   The User acknowledges that by clicking the button "Buy" to confirm its intention to pay (on a monthly or annual basis), the Contract between the Provider and User is concluded for one month or one year pursuant to point 1.12 of these GTC.

3.5   The User acknowledges that the fee stipulated in the Contract or the Price List is always due for the following one month, one year, or according to the transactions (in the case of the OK dokument API) and in the event of the cancellation of the User Account, the User is not entitled to a refund of all or the proportional fee.

3.6   Pursuant to these GTC, payments for the services offered by the OK dokument service or the Provider will be made through the payment gate CardPay or ComfortPay provided by: Tatra banka, a.s., Hodžovo námestie 3, 811 06 Bratislava.

3.7   If the automatic payment is activated, the funds will be automatically withdrawn according to the selected package. This function can be turned off at any time in the My Profile section.

4   License and Intellectual Property Rights to the OK Dokument Service

4.1   By creating a User Account, the User acquires the right to use the OK dokument service pursuant to these GTC; however, the User does not acquire other rights related to the intellectual property rights to the OK dokument service.

4.2   By confirming their agreement with the GTC, the User is granted a personal, global, non-transferrable and non-exclusive license to use the OK dokument services by the Provider. The validity of this license is limited for the period for which the User has a created User Account. The User is not authorized to copy, change, distribute, sell or rent the OK dokument service or its parts, and it may not reverse engineer the source code or attempt to obtain it in any other way.

5   Signing of Documents Through the OK Dokument Service

5.1   If the User deletes their User Account before the expiration of the validity of the link of a document for its signature (one month), it shall be understood that the User has deleted the document, and the link for its signing shall become invalid.

6   OK Dokument API

6.1   The prices, options, and features of the OK dokument API are defined, described, and agreed upon in the purchased package of the OK Dokument API service pursuant to the currently valid GTC. The use of the OK Dokument API service is charged in terms of the valid Price List. The User acknowledges that the Provider is entitled to change the prices in the Price List. The Price list of the OK Dokument API is available at https://okdokument.com/sk/pricing/.

6.2   In addition to the fee for the activation of the service, the "signature request" must also be purchased. Upon the registration of one "signatureRequestID," 1 signature request will be used from the purchased service package. The "SignatureRequestID" is a unique identifier of the signature process.

6.3   All of the technical details related to the integration of the OK Dokument API, the exact specification of how it works and its other support services and supported web browsers form part of the technical documentation, which is available mainly for developers and architects on the web page and after registration.

6.4   The technical documentation is subject to change. The Provider reserves the right to change or add to the text and content of the technical documentation of the OK Dokument API.

6.5   Limits of the OK dokument API:

- The OK dokument API does not serve as an archive of documents and for this reason a signed document will be stored in the User's account for up to 10 days after its signing, and an unsigned document will be stored up to 30 days after its uploading to the account.

- Documents are cleared one time per day at midnight; after the aforementioned time lapse, the documents are irreversibly deleted from the OK Dokument service.
- The maximum size of an uploaded document is 10 MB.
- The OK dokument API GUI supports the following languages: Slovak, Czech, English.

7 Rights and Obligations of the Provider

7.1   The Provider undertakes to comply with these GTC.

7.2   The Provider does not take responsibility for the User's hardware and software or for any errors or loss of data due to incorrect manipulation. Furthermore, the Provider does not take responsibility for any damage that the User suffers as a result of failures and errors caused by a third party, the transport network or force majeure.

7.3   The Provider does not guarantee the uninterrupted functionality, trouble-free operation and security of the OK Dokument service. At the same time, the Provider reserves the right to implement technological interruptions, during which the service is not available or is available only in limited capacity. The Users will be informed of the unavailability of service due to scheduled maintenance through the webpage   https://okdokument.com/.

7.4   The Provider is entitled to do the following even without prior notice:

a) To delete or deactivate the User's user profile or account information at any time in the event that the User violates these GTC or the User had its User account deleted in the past due to a violation of these GTC and the User did not agree with the Provider on compensation;

b) To limit, adjust or change the method of operation of the OK Dokument service (including the OK Dokument API) at any time, or, upon notifying the User at least 60 days advance, of its plans to terminate the OK Dokument service completely;

c) To delete or limit access at any time to a User Account which is fictitious or duplicated, or which was unlawfully created for another person or which contains false data;

d) To delete or limit access at any time to a User Account in the event that the User violates or contributes to a violation of legislation, the good morals of business competition or damages the good name of the Provider or the OK dokument service (including the OK Dokument API) or that of any other Users.

8 General Obligations of the User

8.1   By accepting the GTC, the User undertakes:

a) To use the OK Dokument service (including the OK Dokument API) in good faith and to not interfere or infringe on the rights of other Users and not to abuse the OK Dokument service by engaging in activities that are contrary to good morals or legal regulations;

b) To not develop activities leading to any breach of network security, especially by bypassing the system of safe logins, obtaining passwords of other Users and others;

c) To only use the OK Dokument service (including the OK Dokument API) in a way that does not limit or deny others of the use of the service, and to not overload the service;

d) In the event that the User is a natural person, to ensure that he or she has reached the age of 18 before creating a User account;

e) To provide true and accurate information while creating a User Account true and to always keep this information within the User Account updated;

f) To conduct oneself in a way that does not any harm the Provider or other Users and in the event that the User causes harm to the Provider or other Users, to compensate them for damages.

8.2   By accepting these GTC, the User acknowledges that:

a) Access to the developer environment of the OK Dokument API is limited to 30 days and 100 signing requests;

b) The Provider is not liable for any damage caused by the failure or slowdown of the User's internet connection;

c) A technical prerequisite for the proper provision of the access and functionality of OK Dokument service (including the OK Dokument API) is a functioning internet connection of the User provided by:

- one of the recommended internet browsers: Chrome, MS Edge, Mozilla, Safari and Opera; and
- Operation systems: MS Windows from version 10, iOS from version 14.0, iPadOS from version 14.0, Android from version 9.0.

d) In the event that the User does not state explicit its refusal, the Provider has the right to use the name of the User for reference purposes, in particular for informing third parties that the User is using the OK Dokument service;

e) The Provider, through the OK Dokument service (including the OK Dokument API), enables the electronic signing of documents that the User itself creates and saves such documents in PDF (with minimum version 1.4), DOC, DOX, XLS or XLSX formats and subsequently uploads them into the OK Dokument service. The Provider is in no way responsible for the information contained in the imported documents;

f) The Provider in no way guarantees the ability of the User to sign any document with a Signatory (third party) or the ability to sign a document, and the User acknowledges that before signing a document by means of the OK Dokument service (including the OK Dokument API) it will verify in a sufficient manner the ability of the counterparty to sign a document;

g) Each User will have its own User Account and that it is the only person who can use and manage the account. The User will not try to sign in to the OK Dokument service (including the OK Dokument API) as a different User, and will not in any other way damage other

Users or other persons. The User is obliged to immediately notify the Provider of the unauthorized use of the User's login name or password. The User is fully responsible for any actions undertaken under its sign-in name and password and in its User profile.

8.3   The Provider is not responsible for any breach of intellectual property rights or any other rights of the User in the service. The User takes all responsibility for its content and confirms that it does not contain any information that can be considered illegal or in violation of the rights of third parties, copyrights, intellectual property rights, know-how, patents, trade secrets or any other ownership rights. The User bears all responsibility that its content is not violent, immoral, insulting, vulgar, discriminating or sexually explicit, and if so, only the User bears responsibility for its illegal conduct. The User confirms that its content does not abuse the OK Dokument service for sending spam, or for competition or other advertising purposes, or for purposes aimed at committing fraudulent activities online (e.g. unjust enrichment, phishing and other unfair practices).

8.4   The User shall not copy, edit, host, offer sublicenses to or conduct the sale of the software, service or content available in the service.

8.5   The User shall not decompile, reverse engineer, disassemble or in any other way attempt to derive the source code. At the same time, the User shall not disrupt and/or attempt to disrupt the service, or abuse the infrastructure of the server or the API.

8.6   The User is not authorized to transfer the rights and obligations arising under these Terms and Conditions to a third party without the written consent of the Provider.

8.7   The User is entitled at any time to stop using the OK Dokument services (including the OK Dokument API) and to terminate its User Account. The User acknowledges that terminating the User Account shall have no effect on the validity of a document signed through the OK Dokument service.

8.8   To terminate the User Account, the User must submit to the Provider a written request for terminating the User Account through the form of the registered User or by e-mail: okdokument@okdokument.com.

9   Security and Information Protection

9.1   The User and Signatory acknowledge that their personal information is processed during the use of the OK Dokument service. The following Personal Data Protection Rules shall apply to the protection and processing of personal data of the persons concerned, i.e., the persons using the OK Dokument service:

9.2   In addition to the information stated in these GTC and/or in the relevant Personal Data Protection Rules:

   a)   The Provider may access, store, or share the data of Concerned Persons, if it in good faith believes that such sharing is necessary for investigative or preventative purposes or for complying with regulations concerning possible illegal activities, or for complying with legal proceedings (such as a summons or other legal processes); and

   b)   The Provider may also share the information of persons concerned in situations that include the potential endangering of the physical safety of any person, the violation of the Personal Data Protection Rules of the OK Dokument service or contracts or conditions of the Provider; or to react to claims of the violation of the rights of third parties and/or to protect the rights, property and security of the OK Dokument service, employees of the Provider, the Users or the public. This includes the sharing of data with persons from law enforcement agencies, government agencies, courts, and/or other organizations.

10   Final Provisions

10.1   The Provider reserves the right to edit or amend these GTC with regard to changes in the OK Dokument service (including the OK Dokument API) or changes to the law (or laws), which have an impact on this GTC. The User will be informed of these changes in advance via e-mail or a notification in the OK Dokument service. This provision does not affect any rights or obligations arising during the period of the validity of the previous version of the GTC. By using the OK Dokument service after changes to GTC have occurred and about which the User was informed, the User expresses its agreement with the current text of the Terms.

10.2   Any dispute or disagreement arising from or in relation to the Contract or the violation, cancellation, termination or invalidity of the Contract (hereinafter referred to a "Dispute") shall be finally resolved as specified in this Article. The contracting parties will first attempt to resolve a Dispute in good faith by mutual negotiation with the aim to resolve the Dispute by agreement without arbitration. In the event of a Dispute, a Contracting party is obliged to deliver to the other Contracting party a written notification of the Dispute, in which the subject of the Dispute must be defined and a date for negotiation must be proposed. If the Contracting Parties do not resolve the Dispute within thirty (30) days after the delivery of the written notification, the Dispute will be resolved pursuant to point 9.6.

10.3   These GTC are governed by Slovak Law; in other words, they are regulated by the Slovak legal system. Unless otherwise stipulated by the valid law, the final validity of all disputes arising from or related to these GTC between the Provider and the User (including all disputes regarding the validity and duration/existence of this document) will be decided by the competent court of the Slovak Republic.

10.4   The jurisdiction/competency of the court is determined by the general local jurisdictions in accordance with the legislation valid in the Slovak Republic. In accordance with Article 23 of the Council Regulation (EC) No. 44/2001 on the jurisdiction and the recognition and enforcement of judgements in civil and commercial matters, the parties agreed that the courts of the Slovak Republic shall have the jurisdiction to resolve all disputes arising from or connected with these GTC between the Provider and User or any third party, while the competent court for the proceedings in the first instance is the Bratislava IV District Court. This provision does not deprive the Provider of the option to initiate proceedings related to any dispute referred to in the preceding sentence in any other competent court.

10.5   Dispute resolution through an alternative dispute resolution system: If the User, which has a permanent address or place of residence in another country of the European Union (hereinafter referred to as the "European Consumer"), is not content with the manner with which the Provider has dealt with its complaint, or considers that the Provider has violated its rights, it is entitled to rectification via the e-mail address: okdokument@okdokument.com. The European Consumer is entitled to:

   a)   Propose the initiation of an alternative dispute resolution before an alternative dispute resolution body; or

   b)   Make an online complaint through the European platform ODR (Online Dispute Resolution) (https://ec.europa.eu/consumers/odr/),

and in the event that the Provider has rejected the Request for rectification or has not replied to the Request for rectification within 30 days of its sending. The Ministry of Economy of the Slovak Republic will publish a list of subjects of alternative dispute resolution competent for the above-mentioned proceedings on its portal (https://www.mhsr.sk/obchod/ochrana-spotrebitela/alternativne-riesenie-spotrebitelskych-sporov-1/zoznam-subjektov-alternativneho-riesenia-spotrebitelskych-sporov-1). This provision shall not deprive the European Consumer of the possibility to initiate proceedings related to any dispute referred to above in a court of competent jurisdiction.

10.6   The User undertakes to regularly check the GTC and to familiarize itself with the text.

10.7   The invalidity or ineffectiveness of any of the provisions of these GTC shall not have any influence on the validity and effect of other provisions of the GTC.

10.8   If the User does not agree with these GTC and does not agree with the Provider on an individual contract, the User is not authorized to use the OK Dokument service.

10.9   If the relationship related to the use of the OK Dokument service includes an international (foreign) element, the User and the Provider agree that the relationship shall be governed by the law of the Slovak Republic.

10.10 These General Terms and Conditions are valid from July 6, 2022.