

GENERAL TRADING CONDITIONS AND LICENCE CONDITIONS

FOR THE USAGE OF THE GOPALL PLATFORM

1. PREAMBLE AND DEFINITIONS OF TERMS

The Platform serves for brokering of the interexchange of EUROPALLETS and/or of Other shipping packages defined in the Platform's system for the Platform's Users, whereby the holder of the licence and of all rights connected with the Platform's usage is the business company: **GOPALL s.r.o.**, with the registered seat Tallerova 4, 811 02 Bratislava – Staré Mesto, ID No.: 52 606 252, registered in the commercial register of the District court Bratislava I., Section: Sro, File No.: 140734/B (hereinafter also referred to as the "**Company**" in the respective grammar form).

The Company is the owner and/or the authorised user of all rights of intellectual property related to the Platform (including the Mobile application) and of the content published within (preferably but not exclusively of the software, marks, logs, brand marks etc.) excluding the intellectual property of third parties which cannot be used in any way without the Company's permission. Its release within the Platform (including the Mobile application) cannot be understood as direct or indirect grant of the licence or any other grant of the licence or of the right, resp. of the consent for the usage of any right of the intellectual property of the Company or of any third party without the consent of the Company.

The Platform is addressed for the entrepreneurs who are executing their business activity primarily or secondarily in the area of cargo road transport and who are interested on the optimalization / reengineering of their business activity with the usage of services provided by the means of the Platform.

The Platform is not addressed for the personal entities/consumers who, by the process of conclusion and fulfilment of the contract established by the consent with these GTC, are not acting within the scope of their business activity or other entrepreneur activity, i.e. for persons whose scope of interest and whose target is not its usage for their own business purposes.

This General trading conditions (hereinafter also referred to as the "**GTC**") regulate (i) legal relations related to the Platform, (ii) rights and duties of the Company in relation to Platform's Users and (iii) rights and duties of the Platform's Users towards the Company.

The terms included in these GTC has their meaning specified below, unless expressly specified otherwise.

1.1. **Platform:**

The term Platform has the meaning of GOPALL application (hereinafter referred also as the "**Platform**" in the respective grammar form) as the computer program which is the Company's Author craft. The Platform is separately protected by the Author's Act including related legal acts and which serves for the for the purposes of (i) **Discharge** and/or (ii) **Unload** and/or (iii) **Repair** and/or (iv) **Lease** of EUROPALLETS and/or Other shipping packages by the usage of the Platform. The Platform's part is also the Mobile application, whereby the conditions of these GTC and provided licence are applying

accordingly also on the usage of the Mobile application, unless expressly specified otherwise.

1.2. **Mobile application:**

The Mobile application to the Platform serves for the User as the assistance application for the acceleration of the mutual communication and the exchange of documentation related to handled EUROPALLETS and/or Other shipping packages (hereinafter also referred to as the **"Mobile application"** in the respective grammar form), it though does not include all functionalities of the Platform.

The Mobile application to the Platform can be downloaded freely from the "app store" or "google play" directly to the mobile device. The Mobile application, after its downloaded and installed, will be paired to the User's Account in the Platform. The Mobile application is approachable for its usage exclusively for registered Users who have their Account established in the Platform and for the third parties with the User's access created by the User himself under these GTC. The download, installation and the usage of the Mobile application is performed by the User, resp. the person with the User's access created by the User himself on his own risk and responsibility.

1.3. **User:**

The term User has the meaning of each properly registered subject in the Platform's system as the Platform's User, who is the entrepreneur executing primarily and/or secondarily the business activity in the area of cargo road transport, i.e. personal entity entrepreneur or legal entity (such as the business company) and which expressed its consent with these GTC by their full acceptance within the registration in the Platform's system.

1.4. **User's access:**

The User's access represents the right of other person specified by the User in the extent of authorisations granted by the User by the means of the Platform, to use the concrete functionalities of the Platform in the name and on the account of the User (hereinafter also referred to as the **"User's access"**).

The User's access can be represented in the following forms:

1.4.1. Administrator:

The Administrator's access allows to assigned personal entity, acting in the name and on the account of the User, to execute by the means of the Platform all acts and to use all functionalities of the Platform preferably (but not exclusively): to submit in the name and on the account of the User all claims for the Discharge and the Unload at the concrete GOPALL point, to administrate (amend/edit) all data about the User, to adjoin/create and to withdraw/abolish the Users' accesses of third parties (Dispatchers and Drivers), to record documents into the Platform, to review and to administrate the Account, to administrate the finances on the Account, to ask for the return/payoff of the Credit under these GTC, to cancel the registration of the User etc.

(hereinafter also referred to as the **"Administrator"** in the respective grammar form)

1.4.2. Dispatcher:

The Dispatcher's access allows to assigned personal entity, acting in the name and on the account of the User, to execute by the means of the Platform acts in the extent allowed by the Platform, preferably: to create/withdraw/abolish the Users' accesses of the Drivers, to review the Account and to dispose with the finances on the Account within the usage of the Platform's functionalities excluding the right for the payment of the Credit etc. The Dispatcher may, but does not need, to be assigned.

The Dispatcher is neither entitled to abolish the registration of the User in the Platform, nor to amend/edit the User's data in the Platform.

(hereinafter also referred to as the **"Dispatcher"** in the respective grammar form)

1.4.3. Driver:

The Driver's access allows to assigned personal entity, acting in the name and on the account of the User, an access to the Platform, by downloading the Mobile application into the mobile phone/device for the purpose of receiving and executing instructions by the means of the Platform. The Driver has not the full access to the User's Account. The Driver is entitled to use only specific functionalities allowed by the supporting Mobile application.

(hereinafter also referred to as the **"Driver"** in the respective grammar form)

The User, by the means of his Administrator, is entitled anytime and without reasoning, by using the Platform's functionalities, to abolish the User's access of the third party. The abolishment of the User's access by the User himself does not relate to those acts which have been performed by the third party until the moment of access's abolishment and the User bears full responsibility for such acts.

1.5. **EUROPALLETS:**

The term EUROPALLETS has the meaning of all kinds of EUROPALLETS (wooden, plastic) which are included in the Platform (hereinafter also referred to as the **"EUROPALLETS"** in the respective grammar form).

The types of EUROPALLETS which are used by the PLATFORM are defined in the Platform, whereby the Company reserves the right to amend and to regulate these kinds of EUROPALLETS for the purpose of the Platform.

The EUROPALLETS must satisfy the criteria of quality standards A and/or standards B which are defined in the Platform's system for the purpose of legal relation established by these GTC. All EUROPALLETS which do not satisfy the respective standards will be considered as damaged for the purposes of these GTC.

1.6. **Other shipping packages**

The term Other shipping packages has the meaning of all kinds of shipping packages excluding EUROPALLETS defined in the Platform´s system (hereinafter also referred to as the “**Other shipping packages**” in the respective grammar form).

Individual kinds of Other shipping packages which are used by the Platform are defined in the Platform´s system, whereas the Company reserves the right to anytime amend and to regulate these kinds of Other shipping packages for the purpose of the Platform. The Platform is not obliged to provide any services related to Other shipping packages.

1.7. GOPALL point and GOPALL Partner:

The term GOPALL point has the meaning of a place defined in the Platform´s system, where the Users demand for the **(i) Discharge** and/or **(ii) the Unload** and/or **(iii) the Repair** and/or **(iv) the Lease** of the EUROPALLETS and/or Other shipping packages (hereinafter also referred to as the “**GOPALL point**” in the respective grammar form). The Company secures the operation of the individual GOPALL points either directly or by the means of the GOPALL Partners, i.e. the contractual partners of the Company (hereinafter also referred to as the “**GOPALL Partner**” in the respective grammar form).

1.8. Account:

The Account in the Platform is the private account of the User (hereinafter also referred to as the “**Account**” in the respective grammar form). The Account may not be used by any other person besides the User and persons which have been granted by the User´s access to the Account by the means of the Platform by the User in the extent specified by the User.

The Account, its content, all rights connected to it are indivisible, non-transferable, non-assignable and are bound exclusively to person of the User.

The User´s Account established in the Platform for the purposes of its usage is the property of the Company excluding the monetary resources – of the Credit which are under these GTC the property of the User.

1.9. Credit:

The Credit represents the value of monetary resources expressed in euro on the User´s Account which serves for the payment of the Company´s Reimburse for the usage of services provided by the Company to the User by the means of the Platform. The actual value of the Credit is shown to the User after signing into the Account established in the Platform (hereinafter also referred to as the “**Credit**” in the respective grammar form).

The Credit is gained/grossed up by the User on his Account as follows (i) by the means of the bank transfer of the monetary resources and/or (ii) with the usage of the payment card by the means of payment gate and/or (iii) by the means of cash deposit on the bank account designated/announced by the Company to the User and/or (iv) by the usage of some functionalities of the Platform.

The Credit serves also as the financial security for the purpose of the settlement of the Company's claims which may incur against the User under these GTC.

The User may ask for the return of the actual balance of the Credit anytime by the means of the Platform. In such case, the Credit will be sent on the User's Account under the terms stipulated in these GTC. The Credit will be returned to the User after the deduction of the Reimbursement and of other claims of the Company under these GTC. The finances will be returned exclusively on the User's account designated by the User.

1.10. **Container account:**

The Container account represents the non-monetary part of the User's Account which includes information about:

1.10.1 the EUROPALLETS and/or Other shipping packages handed over by the User in the form of the Discharge for which the User did not take over the EUROPALLETS and/or Other shipping packages in the form of the Unload, i.e. **positive Container account**

1.10.2 the EUROPALLETS and/or Other shipping packages taken over by the User in the form of Unload for which the User did not handed over the EUROPALLETS and/or Other shipping packages in the form of the Discharge, i.e. **negative Container account**

1.11. **Price list:**

The term Price list, for the purposes of these GTC, has the meaning of a price list which includes the unit prices of the Reimbursement for the usage of the services by the means of the Platform which actual and effective version for the individual GOPALL points is published in the Platform's system (hereinafter also referred to as the "**Price list**" in the respective grammar form).

The height of the Reimbursement for the usage of the Platform may differ at the individual GOPALL points, whereas the User has a possibility to verify it in advance in the Platform's system. The unit prices included in the Price list are designated as prices without the Value added tax (hereinafter also referred to as the "**VAT**"), unless expressly stated otherwise in the Price list.

1.12. **Discharge:**

The term Discharge (receipt) has the meaning of a situation when the User needs to hand over the EUROPALLETS and/or Other shipping packages from the User's vehicle which is executed by the usage of the Platform's service by the means of the GOPALL points. It may be a situation when the User needs to hand over the EUROPALLETS and/or Other shipping packages, if the GOPALL point has confirmed this Discharge in the Platform's system in advance (hereinafter also referred to as the "**Discharge**" in the respective grammar form).

1.13. **Unload:**

The term Unload (expenditure) has the meaning of a situation when the User needs to unload the EUROPALLETS and/or Other shipping packages on the User's vehicle which

is executed by the usage of the Platform's service by the means of the GOPALL points. It may be a situation when the User needs to take over the EUROPALLETS and/or Other shipping packages if the GOPALL points have confirmed the unload in the Platform's system in advance (hereinafter also referred to as the "**Unload**" in the respective grammar form).

1.14. **Repair:**

The Repair of damaged EUROPALLETS and/or Other shipping packages represents the situation when the User, by the means of the Platform, asks at a concrete GOPALL point for the Discharge of damaged repairable EUROPALLETS or within the process of the Discharge the User hands them over directly and the GOPALL point will receive such damaged repairable EUROPALLETS from the User (hereinafter also referred to as the "**Repair**" in the respective grammar form).

1.15. **Lease:**

The Lease of EUROPALLETS and/or Other shipping packages represents a situation when within the process of Unload some EUROPALLETS and/or Other shipping packages are handed over to the User, if the User has negative Container account or if the Unload causes the existence of negative Container account of the User (hereinafter also referred to as the "**Lease**" in the respective grammar form). In such case the User is obliged to settle the Reimbursement for the Lease to the Company, for each EUROPALLET and/or Other shipping package and for each day of the duration of the Lease under the terms of these GTC.

1.16. **Order:**

The acts of the (i) Discharge and/or (ii) the Unload and/or (iii) the Repair and/or (iv) the Lease is executed by the User in online form of an order form and the Platform's functionalities. The order form defines all essential requirements required by the Platform's system (hereinafter also referred to as the "**Order**" in the respective grammar form).

1.17. **Author's Act:**

The legal act No. 185/2015 Coll. the Author's Act as amended (hereinafter also referred to as the "**Author's Act**") or any other legal act which will substitute the Author's Act.

1.18. **Commercial Code:**

The legal act No. 513/1991 Coll. The Commercial code as amended (hereinafter also referred to as the "**Commercial Code**") or any other legal act which will substitute the Commercial Code.

1.19. **Legal Act on VAT:**

The legal act No. 222/2004 Coll. On the value added tax as amended (hereinafter also referred to as the "**Legal Act on VAT**") or any other legal act which will substitute the Legal Act on VAT.

1.20. **Working Day:**

The term Working Day means any day excluding Saturdays, Sundays and days which pursuant to legal act No. 241/1993 Coll. on the public holidays, free days and commemorative days as amended are considered as the public holidays or other free days (hereinafter also referred to as the "**Working Day**" in respective grammar form).

1.21. Legal acts of the Slovak republic:

Generally binding legal acts and the implementing regulations (excluding the conflict rule) which are valid and effective in the territory of Slovak republic (hereinafter also referred to as the "**legal rules**").

2. SUBJECT MATTER

- 2.1. The Company will be providing to the User the using right to the Platform (including the Mobile application) in the form of licence granted by the Company in the extent and under conditions stipulated in these GTC.
- 2.2. The provision of services by the means of the Platform is related to EUROPALLETS and accordingly also on Other shipping packages.
- 2.3. These GTC represent the legally binding agreement between the Platform´s User and the Company which is the commercial obligation not the consumer obligation, whereas the Platform is not addressed to personal entities (i.e. for the consumers), but exclusively for the business entities which are either personal entities as entrepreneurs or legal entities (i.e. preferably business companies).
- 2.4. By the acceptance and consent with these GTC, the User expressly agrees that the written form of the legal act – agreement/contract between the User and the Company is considered as preserved under respective legal acts.
- 2.5. Neither legal acts concerning the protection of the consumer nor the rights and duties arising from such legal acts refer to the legal relation established by these GTC. For the avoidance of doubt, the legal relation established by these GTC are regulated primarily by the Commercial code and the Author´s Act.
- 2.6. Based on the online registration executed by the User into the Platform, which registration is anticipated by the User´s obligation to express his consent with these GTC´s acquaintance and acceptance, the User obliges to abide all conditions and obligations included in these GTC. The User hereby declares that he agrees with the conditions and obligations stipulated in these GTC without any reservations or objections, that before the acceptance of these GTC he closely read them over by acquainting to its content in the extent which he considers as sufficient and necessary.
- 2.7. The User hereby declares that he is bound by these GTC and that he obliges to preserve them, as well he obliges to preserve the valid legal acts, good manners and obliges that within the Platform´s usage he will not be executing any acts which would be in contrary to valid legal acts, good manners and these GTC.

- 2.8. By the acceptance and by the consent with these GTC, the User declares that he has full necessary capability, authority and capacity to conclude and to fulfil this agreement established by these GTC, is entitled to approve these GTC and to preserve their provisions. The User bears full responsibility for the rightness and correctness of this declaration.
- 2.9. The previous acceptance of these GTC by the User is a condition for the display and for the usage of the Platform as well as for the usage of the Mobile application.
- 2.10. The User acknowledges and approves that the Company has the full right, based on its own consideration, to deny the User's registration or to dismiss the User's registration or to not allow the User's registration and the creation of the Account in the Platform, even without adducing any reasons.
- 2.11. If the User doesn't agree with these GTC (totally or partially) or acts as the personal entity (consumer), he is neither entitled to use the Platform, nor to register on the Platform. In case the User is registered, he is obliged to stop using the Platform and to cancel the registration immediately. The Company is entitled to cancel the account of the personal entity (consumer) even without previous notification.

3. AMENDMENTS AND ADDITIONS

- 3.1. The Company reserves the right, according to its own consideration, anytime and without any previous notification given to the User, to amend or to add some provisions of these GTC and of any documents to which GTC refers.
- 3.2. The amendment or addition to these GTC becomes effective by the date of their release on the web site www.gopall.com, unless amended or added version of GTC will not stipulate otherwise.
- 3.3. Other usage of the Platform by the User after the effectiveness of GTC's amendment or of GTC's addition, will be considered as the consent with the amendment and addition of GTC. If the User does not agree with the amendment or with the addition, he is obliged to stop using the Platform and to cancel his registration in the Platform.

4. LICENCE FOR THE PLATFORM'S USAGE

- 4.1. In accordance with these GTC, the Company hereby provides the User by the non-exclusive licence for the Platform's usage.
- 4.2. The method of licence's usage, i.e. the Platform's usage is allowed only for the purposes specified in these GTC and for the purposes of functionalities' usage provided by the Platform. The Platform's usage is exclusively restricted to be used only by the User and exclusively in relation with the access of the User to the Platform and by its usage in a usual way for the purposes as its designated. The Platform's usage for any other purpose and/or by any other means is forbidden without prior written consent of the Company being granted.
- 4.3. The User is not entitled to use the Platform differently, particularly the User is not entitled to modify, to copy, to execute augmentations, to customize, to amend, to proceed, to adapt, to translate, to create derivative works, to distribute, to licence, to

sublicence, to sell, to transport, to project publicly, to execute publicly, to transport publicly, to present publicly, to broadcast, to connect with another works, to conduct business with the Platform or use the Platform otherwise.

- 4.4. The Platform's usage by the User is not even allowed (particularly, but not exclusively) for these purposes:
 - 4.4.1. dispatch/propagation of junk messages (e.g. junk e-mails);
 - 4.4.2. dispatch/propagation of bulk demands which don't comply with the Platform's purpose and functionality;
 - 4.4.3. dispatch/propagation of general advertisement and general offers;
 - 4.4.4. utilization for unlawful, illegal, or fraudulent purposes;
 - 4.4.5. utilization for purposes which are in conflict with generally binding legal acts;
 - 4.4.6. dispatch/propagation of false or deceptive information;
 - 4.4.7. any breach of rights and duties of other persons (personal or legal);
 - 4.4.8. creating of fictitious accounts in the Platform;
 - 4.4.9. cumulation of data, particularly of such kind which allow the creation of other User's profile;
 - 4.4.10. insert of data which influence the functionality of the Platform's final equipment or software;
 - 4.4.11. insert, modification, adaptation, copying of the program codes;
 - 4.4.12. dispatching, inserting, propagation of contents which may restrict, bother or harm the Company or third parties such as other users (e.g. calls for boycott, chain letters, stalking, threats, insults, defamation, discrimination, demonstration of hate, damaging of third parties' business activity, statements of a sexual character, representation of brutality, violence or nakedness a.o.);
 - 4.4.13. dispatching, inserting, propagation of contents which are in conflict with valid enactments, good manners, this GTC or for the handover of which the User is not entitled.
- 4.5. The User doesn't hold any legal claim on continuous advisory, delivery of Platform's actualizations or other data holders, particularly he doesn't hold claim on the source code, decompiling or modification of the Platform. The User is forbidden to use the Platform's licenced software for the purposes of its further development by the means of amended version or for execution of copies for the benefit of third persons or other Users.
- 4.6. The granted licence doesn't entitle the User for granting of sublicence or by any other means for the handover of data and for the handover of the using possibilities acquired jointly with this Platform's software to third parties, particularly doesn't entitle the User for the usage of the software for his own protective rights related to electronic processing of data.
- 4.7. The Platform's usage doesn't originate any right for the User for any repair and/or for any interventions into the Platform, nor any right for the usage of Company's rights connected to Platform.
- 4.8. The Platform's software and its source code are protected by authors' rights pursuant to enactments.
- 4.9. The Platform's software remains the Company's property. It is possible, that the Platform's software includes codes which are the intellectual property of third parties, including the reference to such codes e.g. in the form of links. Such codes will be

provided to User by the means of this Agreement in the form of sublicense pursuant to licence agreements or provisions of respective third party. The user is not entitled to remove the notifications on author rights and other ownership rights contained in the Platform.

- 4.10. The licence is granted by the Company to the User without any territory limitation.
- 4.11. The licence is granted by the Company to the User as time limited, which is limited by the duration of the legal relation between the Company and the User based upon these GTC, i.e. for the time period of the duration of User's registration in the Platform.
- 4.12. The licence is granted by the Company to the User with materially restricted extent which relates only on entering and on gaining of specific commercial/business data by the means of the Platform and of the Mobile application within the due business activity of the User which has to comply with law and these GTC. The Company, based on its own decision, allows to the User an access to the Platform in form of online registration by the means of internet interface to actual hardware and software environment of the User to which the User will subsequently log in and use it with the help of combination of user name and password as well as by the means of adjunctive Mobile application in the restricted extent allowed by the Mobile application.
- 4.13. The selection, purchase and installation of necessary hardware and software for the Platform's usage will be secured exclusively by the User at his own expanses and liability.
- 4.14. The Platform's software allows the User an access to Platform's usage system jointly with other Users without any claim for the preference before other Users.
- 4.15. The Platform is processed on servers connected to internet which are available exclusively with the help of online internet connections.
- 4.16. The usage right to the Platform granted to the User under this agreement and based on the User's content with these GTC is valid for individually pre-agreed number of individual accesses and is undivided, non-transferable and unassignable on the third parties (i.e. the transfer and the assignment of rights and duties is excluded).
- 4.17. The licence for the Platform's usage under this GTC is provided for the User by the Company without payment. The Company's claim for the Reimbursement arises only in the connection with the usage of the individual Platform's functionalities and services provided by the Company by the means of the Platform to the User and under conditions anticipated by these VOP.
- 4.18. Services provided to the User by the means of the Platform will not be accessible unless the Credit of the User will be sufficient for the coverage of expanses and settlement of the Reimbursement.

5. OPTIMALIZATION, MAINTENANCE AND ACCESSABILITY OF THE PLATFORM

- 5.1. The Company is entitled to execute an optimalization, further development, modification of functionalities and amendments of the Platform, so the essential

performance attributes of the Platform as well as the User would not be restricted by the usage of the Platform.

- 5.2. The Company is not obliged to secure continual and permanent Platform's accessibility. The Company although undertakes to evolve all efforts so that Platform will be secured in an adequate possible margin and repaired from any flaws resp. problems.
- 5.3. The planned maintenance and actualization of the Platform is performed by the Company within the working days within limits from 00.00 a.m. till 04.00 p.m. (CET/CEST) and within weekends all day long. The Company will inform the User on the terms of planned maintenance also by the release of notification on the web site www.gopall.com in the minimum period of three (3) days in advance.
- 5.4. Company reserves the right anytime to amend, interrupt or terminate, temporally or permanently the functioning of the Platform or its part even without previous notification given to the User under conditions stipulated by these GTC.

6. USAGE RIGHT TO PLATFORM

- 6.1. The Platform's usage by the User is allowed only in a way and for purposes mentioned in these GTC. Usage for other purposes and in other way without the prior written consent of the Company, is forbidden.
- 6.2. The Platform's usage right relates only to entering and to gaining of specific commercial/business data within the User's due business performance which performance shall comply with the legal provisions and with these GTC.
- 6.3. All data/information alleged by the User (including data about the User) have to be actual, alleged as true, entire, in demanded form and extent. On the demand of the Company, such data/information have to be produced and duly proven by the User in the extent and in the manner demanded by the Company.
- 6.4. The User is obliged to inform the Company without undue delay about each and every amendment which relates to the User and which is relevant for the commercial register, trade register or other register regulated by law. It relates mainly to amendments of the legal form of the business enterprise, amendments of the address or the amendment of person entitled to represent and to act in the name of the User as registered in the commercial register, trade register or other register regulated by law.
- 6.5. As long as the Company finds out, based on information acquired from the publicly accessible registers, that data about the User are deficient and/or incorrect, the Company is entitled to notify the respective User about such faults. As long as the User will not replenish or will not correct his data till 5 days period after the receipt of such information from the Company, in such case the Company is authorized by the User, but not obliged, to replenish or to correct his data in his name and for his liability pursuant to official data applied in the commercial register, trade register or other register regulated by law.
- 6.6. It is an obligation of the User to allege and to maintain the data included in the Platform's information database about the User as actual, certain and complete, i.e. it is not an obligation of the Company to neither detect such information initially and nor to synchronize them.

- 6.7. The User is responsible for allegation and for keeping of unactual, uncertain and incomplete information about the User within the Platform's usage, not the Company.
- 6.8. In case the provisions stipulated in clauses 6.3 to 6.6 of these GTC being breached; the Company reserves right to blockade the User's data and/or to interrupt the access of the User to the Platform.
- 6.9. In case the Company finds out that the User intentionally alleges about himself or about other person incomplete and/or false data with the intent of creating fictitious accounts with malice prepense or to mislead other users of the Platform, the Company reserves the right to interrupt the connection of the GOPALL Partner with the Platform's users system and to delete all data or any of their parts.
- 6.10. Any data provided/acquired from the Platform may be extracted exclusively by the means of integrated functionalities export and print.
- 6.11. The Platform's database is offered for the User's usage in an accustomed extent of due business activity. Copying of the Platform's database or its part is forbidden due to the authors' rights protection.
- 6.12. For the automatic usage of the Platform, either by the means of interface, alien software, robots, scripts or other instruments which are different from the common browsers' standards, such as Chrome, Firefox, Opera or Internet Explorer, it is necessary to acquire former written consent of the Company.
- 6.13. The Company reserves the right to take proper measures addressed for the limitation of User's usage rights, as long as the User by his individual behaviour applied by the Platform's usage burdens the Company's sources by such way which deteriorates appropriate distribution of server capacity or of the storage capacity which are at the disposal. Such restrictions may be executed e.g. by the restriction of number actions per minute for one Account, by the restriction of saving capacity etc.
- 6.14. The Company is entitled to take proper measures addressed for the limitations of the User's usage rights, as well as is entitled to interrupt the User's connection with the Platform's usage system and is entitled to delete data if this would anticipate or would terminate the breach of these GTC's provisions, breach of valid legal provisions or good manners from the side of the User. The same applies for cases when the Platform's software existence or the Company's usage system is technically or legally threatened by the User.
- 6.15. If the User will not observe any of his contractual obligation under these GTC (regardless the fact if such non-observance leads to substantial or unsubstantial breach) or if the User will be late with the remedy of any other breach of his contractual obligation under these GTC, such fact abridges the Company of its duty to fulfil duly and on time its duties and obligations.

7. BRIEF CHARACTERISTICS OF THE SERVICE PROVIDED BY THE MEANS OF APPLICATION

- 7.1. The Platform allows the User the execution of **(i) Discharge** and/or **(ii) Unload** and/or **(iii) Repair** and/or **(iv) Lease** of EUROPALLETS and/or of Other shipping packages by the means of individual GOPALL points and by the usage of Platform's services.

- 7.2. The User is obliged to dispose with a sufficient amount of Credit on the Account designated for the settlement of the Reimbursement for demanded services. If it be to the contrary, the User will not be able to use the services provided by the means of the Platform and thus connected Platform's functionalities will not be accessible on the Account to the User.
- 7.3. The acts of (i) Discharge and/or (ii) Unload and/or (iii) Repair and/or (iv) Lease are executed by the User in the form of online orders and Platform's functionalities. The order form defines all substantial belongings required by the Platform's system. The User is entitled to monitor the Order status in the Platform's system.
- 7.4. The GOPALL points are not obliged to provide all services, i.e.(i) Discharge and/or (ii) Unload and/or (iii) Repair and/or (iv) Lease under these GTC, but they may provide only some of them. The extent of provided services may differ at the individual GOPALL points, whereas the User has the right and the obligation to verify them in advance in the Platform's system.
- 7.5. **Discharge:**
- 7.5.1. The User is entitled to ask for the Discharge of the vehicle by the means of the Platform at a concrete GOPALL point.
- 7.5.2. The User is obliged to report the demand for the Discharge electronically by the means of the Platform before the expected Discharge. The Discharge may be executed at selected GOPALL point only in case if the GOPALL point will confirm the Discharge in the Platform's system in advance.
- 7.5.3. Within the process of the Discharge, the GOPALL point will review whether the EUROPALLETS and/or Other shipping packages are not damaged. Specially by the EUROPALLETS, the GOPALL point will review if the EUROPALLETS satisfy the conditions of predefined EUROPALLETS' quality standards A and/or B. The standards criteria which have to be satisfied by EUROPALLETS are defined in the Platform's system. All such EUROPALLETS which do not satisfy such criteria, will be considered as damaged for the purposes of these GTC. The GOPALL point will refuse to take over the damaged or irreparable EUROPALLETS and/or Other shipping packages from the User.
- 7.5.4. Within the process of the Discharge, the responsible representative of the User (generally the Driver) and the responsible representative at the GOPALL point will sign the Protocol of overtaken EUROPALLETS and/or Other shipping packages which will include:
- (i) the number of overtaken EUROPALLETS including the number of undamaged EUROPALLETS of standard A and/or B,
 - (ii) the number of overtaken undamaged Other shipping packages,
 - (iii) the number of undamaged EUROPALLETS of standard B which will be overtaken by the GOPALL point as EUROPALLETS of standard A, for a fee

paid by the User in the Platform's system according to the Price list of the respective GOPALL point,

- (iv) the number of undamaged EUROPALLETS of standard A which will be overtaken by the GOPALL point as EUROPALLETS of standard B, whereas the User will receive the valuation of quality difference for such EUROPALLETS back in the Platform's system as the Credit, according to the Price list of the respective GOPALL point;
- (v) the number of EUROPALLETS and/or Other shipping packages which were overtaken by the GOPALL point from the User as the Repair.

7.5.5. Within the execution of the Discharge, the GOPALL point will record the signed Protocol of overtaken EUROPALLETS and/or of Other shipping packages with the photodocumentary by the means of assigned functionality. The record of a new status based on confirmed Protocol of overtaken EUROPALLETS and/or of Other shipping packages in the Platform's system is considered as the termination of the Discharge's process.

7.5.6. The height of the Discharge may differ at respective GOPALL points whereas the User has the possibility and obligation to verify it in the Platform's system.

7.6. **Repair:**

7.6.1. The GOPALL point is entitled to overtake also the damaged EUROPALLETS and/or Other shipping packages from the User within the process of the Discharge if they are repairable.

By EUROPALLETS it refers concretely to such EUROPALLETS which do not satisfy the criteria of quality standards A and/or standards B defined in the Platform's system, if it is possible to repair them.

7.6.2. It is exclusively the GOPALL point which will decide whether the GOPALL point will overtake from the User the damaged repairable EUROPALLETS and/or Other shipping packages.

7.6.3. The GOPALL point is not obliged to overtake damaged repairable EUROPALLETS and/or Other shipping packages from the User within the process of the Discharge.

7.6.4. It is the User's responsibility to verify in the Platform's system if the GOPALL point receives the damaged repairable EUROPALLETS and/or Other shipping packages.

7.6.5. The Repair of EUROPALLETS and/or Other shipping packages is a service which, for the avoidance of doubt, is not performed for the User who within the process of the Discharge, discharged the damaged repairable EUROPALLETS and/or Other shipping packages at the GOPALL point. The GOPALL point only overtakes the EUROPALLETS and/or Other shipping packages with a specific status of

“damaged” for which the User obliges to pay the Reimbursement for the Repair. The User is not entitled to ask for their return as repaired besides the cases of a new Unload.

- 7.6.6. The height of the Reimbursement for the Repair may differ at the respective GOPALL points, whereas the User has the possibility and obligation to verify it in the Platform’s system.

7.7. Unload:

- 7.7.1. The User is entitled to ask for the Unload on the vehicle by the means of the Platform at the respective GOPALL point.

- 7.7.2. The User is entitled to report the demand for the Unload electronically by the means of the Platform before the expected Unload. The Unload may be executed at the selected GOPALL point only in case, the GOPALL point has confirmed the Unload in the Platform’s system in advance.

- 7.7.3. The GOPALL point unloads the EUROPALLETS and/or Other shipping packages within the process of Unload on the User’s vehicle in the number and quality standard which were reported by the User in advance by the means of the Platform. The standards criteria which have to be satisfied by the EUROPALLETS are defined in the Platform’s system.

- 7.7.4. Within the execution of the Unload of EUROPALLETS and/or Other shipping packages the responsible representative of the User (generally the Driver) and the responsible representative at the GOPALL point, will sign the Protocol of expended EUROPALLETS and/or Other shipping packages which will include primarily:

- (i) the number of expended EUROPALLETS including the number of EUROPALLETS of standard A and/or B,
- (ii) the number of expended Other shipping packages,
- (iii) the number of EUROPALLETS and/or Other shipping packages which are expended to the User in the form of a Lease.

- 7.7.5. Within the execution of the Unload the GOPALL point will record the signed Protocol of expended EUROPALLETS and/or of Other shipping packages with the respective photodocumentary by the means of assigned functionality. The record of a new status based on confirmed Protocol of expended EUROPALLETS and/or of Other shipping packages in the Platform’s system is considered as the termination of the Unload’s process.

- 7.7.6. The height of the Reimbursement for the Unload may differ at the respective GOPALL points whereas the User has the possibility to verify it in the Platform in advance.

7.8. Lease:

- 7.8.1. The GOPALL point is entitled to provide to the User by the process of the Unload the EUROPALLETS and/or Other shipping packages under the terms of these GTC.
- 7.8.2. The Lease of EUROPALLETS and/or Other shipping packages represents situation when within the process of the Unload the EUROPALLETS and/or Other shipping packages will be expended to the User by the means of the GOPALL point, if the User has or the Unload will cause the negative Container Account of the User. In such case the User is obliged to pay to the Company the Reimbursement for the Lease for each EUROPALLET and/or Other shipping package and for each day of the Lease's duration under conditions adduced in these GTC, until the settlement of the negative Container Account in the form of Discharge.
- 7.8.3. The height of the Reimbursement for the Lease may differ at the respective GOPALL points whereas the User has the possibility and obligation to verify it in the Platform in advance.
- 7.9. The User may insert into the assigned database of the Platform data about his company (i.e. the business company or personal entity – entrepreneur), precising information and documents, as well as to inspect into Platform's database which is available to him.
- 7.10. The condition for the usage of the Platform's functionalities is the consent of the User with these GTC granted by the User by the registration.
- 7.11. Every registered User has the right to define selected precising information in the Platform which are necessary for the provision of services by the means of the Platform.
- 7.12. It is exclusively the User himself who is responsible for every data and their correctness alleged by the User in the Platform's system. The Company is neither responsible nor overtakes any guaranties for these data.
- 7.13. The Company reserves the right to verify the content of information which relate to the User or his acts in the Platform's system for the purpose of its proper usage.
- 7.14. The acts of the User will not be accepted mainly if they will be (but not exclusively) in contrary to valid legal acts, contrary to these GTC, contrary to rights of third parties or good manners. The acts of the User in the Platform will be considered as deficient if they will miss demanded essential information necessary for their processing in the Platform's system. If the Company will find out, even if only additionally, that the User breached this provision of GTC by any means, the Company is entitled to cancel the certain act and remove it from the Platform's system.
- 7.15. The Company reserves the right to cancel and remove from the Platform's system acts of the User or is entitled to not to forward them if the Company will find out any important facts which reason such procedure, mainly but not exclusively, the breach of GTC, the breach of legal acts, judicial decisions, administrative decisions, etc. The consideration of the intensity pursuant to the previous sentence depends exclusively on the Company and the User is obliged to accept it.
- 7.16. The Company reserves the right to delete acts or not to forward them of those Users who don't act under their own name and at their own account.

7.17. The User is obliged to delete the nonactual data immediately. The data must be actual and inserted correctly into assigned inserting fields, the insertion has to be full, recorded by small hand without additional blanks and other figures assigned exclusively for highlighting. The Company reserves the right to automatically delete data and acts of the User which don't fulfil such criteria.

8. PRICE AND PAYMENT CONDITIONS

8.1. The registration of the User in the Platform (including the download and installation of the Mobile application) is not charged, whereby the User will not be charged for the active Account by any fees.

8.2. The Licence for the Platform's usage (including the Mobile application) under these GTC is provided to the User by the Company without the charge.

8.3. The expenses for the usage of distance communication facilities (internet connections etc.) for its usage are in a common height, depending on the tariff of communication services which are used by the User and these expenses are beard by the User in a full extent.

8.4. The User acknowledges and agrees that he has no right for any reimbursement for the Platform's usage.

8.5. The Company is entitled for the Reimbursement from the User for the execution of the services by the means of the Platform: (i) Discharge and/or (ii) Unload and/or (iii) Repair and/or (iv) Lease of the EUROPALLETS and/or Other shipping packages, i.e. right of the Company arises in a connection with the Platform's usage and the usage of its functionalities in cases expected by these GTC.

8.6. For the purpose of the Platform's functionalities' usage, it is necessary that the User will dispose by a Credit in a height which will be sufficient for the settlement of the services demanded by the User by the means of the Platform. The GOPALL point will refuse to provide service if the Credit on the Account is not sufficient for the settlement of the Reimbursement.

8.7. Reimbursement:

8.7.1. The Company is entitled to demand the Reimbursement for the execution of (i) the Discharge and/or (ii) Unload of the EUROPALLETS and/or Other shipping packages which is computed for the takeover and/or expenditure of each and every EUROPALLET and/or Other shipping packages and as refers to EUROPALLETS also depending of its standard A and/or B. The height of the Reimbursement for the manipulation depends on the Pricelist which actual and effective version for the individual GOPALL points is published in the Platform's system and it may differ at the respective GOPALL points (hereinafter also referred to as the "**Reimbursement for the Manipulation**").

8.7.2. The Reimbursement for the Manipulation within the Discharge will also include:

- 8.7.2.1. the number of undamaged EUROPALLETS of standard B which will be taken over by the GOPALL point as EUROPALLETS of standard A for a fee paid by the User in the Platform's system pursuant to the Pricelist of respective GOPALL point,
- 8.7.2.2. the number of undamaged EUROPALLETS of standard A which will be overtaken by the GOPALL point as the EUROPALLETS of standard B whereas the User will receive valuation of quality difference for these EUROPALLETS back in the Platform's system as a Credit, according to the Pricelist of the respective GOPALL point,
- 8.7.3. The Company is entitled for the Reimbursement for the Repair of overtaken damaged EUROPALLETS and/or Other shipping packages, i.e. for each EUROPALLET and/or Other shipping package which have been taken over from the User at the GOPALL point by the means of the Discharge. The height of the Reimbursement for the Repair depends on the Pricelist which actual and effective version for the respective GOPALL points is published in the Platform's system and it may differ at the respective GOPALL points (hereinafter also referred to as the **"Reimbursement for the Repair"**).
- 8.7.4. The Company is entitled for the Reimbursement for the Lease for the EUROPALLETS and/or Other shipping packages which is computed as the expenditure of each of the Other shipping package and each of the EUROPALLET depending on its standard A and/or standard B and each day of the Lease's duration until their return in the form of Discharge at some GOPALL point, i.e. until the settlement of the negative Container Account of the User. The height of the Reimbursement for the Lease depends on the Pricelist which actual and effective version for the respective GOPALL points is published in the Platform's system (hereinafter also referred to as the **"Reimbursement for the Lease"**).
- 8.7.5. The Reimbursement for the Manipulation, Reimbursement for the Repair and the Reimbursement for the Lease hereinafter also referred to as the **"Reimbursement"**.
- 8.7.6. In case the height of the Reimbursement for the Lease exceeds the height of the Credit on the User's Account, the User undertakes to higher the height of the Credit so it will be sufficient for the settlement of the flowing Reimbursement for the Lease. If the User will not refill the height of the Credit even in the period of (2) two days since the Lease exceeded the height of the Credit on the User's Account, the Company is entitled to demand a contractual penalty in the amount of 10 EUR for each unreturned EUROPALLET and/or Other shipping package and for each day of the Lease's duration until their return by the User at some GOPALL point (hereinafter also referred to as the **"Contractual penalty"**). The Company's entitlement for the damages is without prejudice to the claim of the Company for Contractual penalty. If the User will not refill the Credit on the Account even in the period of 5 days since the Reimbursement for the Lease exceeded the height of the Credit on the User's Account, the Company is entitled to withdraw from the contractual relation established by the means of these GTC by reason of its essential breach by the User by the procedure under Article 13 clause 13.4 of these GTC.

- 8.8. The height of the Reimbursement for the usage of the Platform may differ at the respective GOPALL points whereas the User has a possibility to verify if in advance in the Platform's system. The unit prices included in the Price list are presented with the value added tax (hereinafter also referred to as the "VAT"), unless the Pricelist states otherwise. In case the User is a foreign entity, i.e. with the place of tax obligation outside of the territory of Slovak republic, the User is obliged to levy VAT and to fulfil all tax obligations pursuant to legal provisions specified by the place of tax obligation which is to the full liability of the GOPALL Partner.
- 8.9. Any amendment of the Pricelist becomes effective to the day of its publishment in the Platform, since the day of which the User, the Company and the GOPALL point are bound by it. The User hereby agrees with the new Pricelist of the Company by using the Platform also after the effectiveness of the new Pricelist and by asking for the provision of services. As refers to the Reimbursement, entitlement to which arouse to the Company at the time of the effectiveness of the original Pricelist, will be covered by the original Pricelist.
- 8.10. The entitlement of the Company for the Reimbursement arises for the Company at the moment new status is recorded pursuant to confirmed Protocol of expended and/or overtaken EUROPALLETS and/or Other shipping packages in the Platform's system, i.e. Order of the User in the Platform's system is considered as terminated (hereinafter also referred to as the "**Terminated Order**").
- 8.11. To the moment of the Order termination, the Company is always entitled to unilaterally set off its claim for the Reimbursement (in the respective height) towards the monetary means of the User's Credit on his Account, the User is acknowledged about this Company's right and agrees with it without any reservations. The User provides the Company his consent for the repeat unilateral set off of its claims for the Reimbursement (in the respective height) during the duration of the contractual relation established between the User and the Company by the means of these GTC, as well as after its termination in cases anticipated by these GTC. The set off is presented in the User's Account so the respective value of monetary means of the User's Credit will be lowered in the respective section of the Reimbursement which is also considered as the unilateral metering declaration executed from the Company's part towards the User, which is accepted by the User.
- 8.12. After the end of each calendar month, the Company delivers to the User to his email address adduced by the User in the process of registration in the Platform (for these purposes the written form is considered as observed) or in the form of message to the User's Account (for these purposes the written form is considered as observed), accounting invoice for the total sum of settled Reimbursement (computed as the multiple of Terminated Orders for the previous calendar month and of the unit prices pursuant to the Pricelist) together with the credit note of invoicing on the settlement of respective Reimbursement's part.
- 8.13. By the acceptance of these GTC, the User hereby declares that to the day when this legal relation originated, established by its acceptance of these GTC in the full extent and without any reservations, there are no existing reasons based on which the User shall become the guarantee for the tax pursuant to § 69 par. 14 of the Legal act on VAT. In case a situation will arise that the Company will become the guarantee for the VAT pursuant to § 69 par. 14 in connection with § 69b of the Legal Act on VAT, eventually such situation will threaten, for the purposes of VAT's settlement the Company is

entitled to detain 20% from the User (or other sum assigned by the legal act as the height of VAT) from the amount of each Reimbursement and such detained part afterwards use for the purposes of the settlement of VAT to the tax administrator. The User undertakes to prove to the Company by a reliable means that the reasons for the guarantee subsided.

9. PERSONAL DATA PROTECTION

- 9.1. The User acknowledges that the Company may administer personal data by the means of the Platform for the purposes and under conditions which are adduced in "Principles of personal data's protection GOPALL" published on the web site www.gopall.com, whereas by the acceptance and consent with these GTC, the User expressly declares that he acquainted himself with the principles and that he agrees with the administration of personal data if they will be executed.

10. CONFIDENTIAL INFORMATION

- 10.1. The User and the Company hereby undertake that all information which will be acquired in connection with the Platform's usage as confidential (hereinafter referred also as "**Confidential information**"), will be kept in secret, they will use them neither to their financial or other benefit nor for the benefits or needs of a third party, will not be disclosed to third parties without prior written consent of other party and also that such information and documents will not be used for other purposes than for the purposes of the fulfilment of contractual relation established by these GTC.
- 10.2. The following information shall not be deemed to be Confidential information pursuant to clause 10.1:
- 10.2.1 information which are publicly known as of the date the contractual relation is entered into or which could be acquired from commonly available sources as of such date,
- 10.2.2 information which has become publicly known after the contractual relation had been entered into or which can be acquired after such date from commonly available sources, by other means than per consequences of the breach of confidentiality under this clause.
- 10.3 The secrecy under the clause 10.1 to this GTC doesn't relate to the following cases:
- 10.3.1 the user or the Company disclosed Confidential information with a prior written consent of the other party,
- 10.3.2 if pursuant to law any party will be bound to provide Confidential information; the Party disclosing the Confidential information is thus obliged to notice the other party about such duty to provide Confidential information pursuant to law and about the manner and extent on how this will be fulfilled; in such case the disclosing party is obliged to take proper and purposive measures keeping the disclosed Confidential information maximally secret from unauthorized persons (e.g. by designating of provided information as the business/tax secret, by adding the clause "confidential", "top secret" etc.),

- 10.3.3 if the Party disclosed the Confidential information in potential judicial, arbitral, administrative and other proceedings regarding rights and duties arising from this Agreement.
- 10.4 The Parties hereby undertake that the Confidential information will not be disclosed to third parties without prior written consent of other party and also that they will not allow any access of the third parties to Confidential information.
- 10.5 The obligations of secrecy under these GTC are indefinite and they last also after the termination of the legal relation established based on these GTC.
- 10.6 The right to protect the business secret pursuant to § 17 and the following of the Commercial code are not aggrieved by provisions under previous clauses of this article to these GTC.

11. EXCLUSION OF LIABILITY

- 11.1. The Company neither bears responsibility (nor guarantees) for any acting (actions) of the User executed by the means of Platform´s usage, this is to the full responsibility of the User.
- 11.2. All activity being performed in the Platform (including the Mobile application) and/or by its means is to the exclusive (full) responsibility of the User who undertakes to inform the Company about any illegal usage by the means of the Company´s contact data published on the web site www.gopall.com.
- 11.3. The Company bears no liability for the loss, damage or harm being caused by the unjust usage of the Platform (including the Mobile application) or by the lawful usage of the Platform´s account (including the Mobile application) by the User. The User bears all liability for his activity and actions, objectively irrespective of fault.
- 11.4. The User is exclusively liable for the security and protection for his access password to the Platform.
- 11.5. Performance of third persons who were granted by the Usage access to the Platform by the User establishes rights and duties directly towards the User, i.e. such performance bounds the User directly without having possibility to liberate, i.e. it is the absolute liability of the User.
- 11.6. The Company neither bears responsibility (nor guarantees) for any acting (actions) of the User and the third persons who were granted by the Usage access. The User bears full responsibility for such acting (actions).
- 11.7. The cancel of the Usage access of a third person by the User does not relate on actions performed by a third person till the moment of the cancellation of the access, the User bears full responsibility for such actions.
- 11.8. The Company bears no responsibility towards the User for any eventual damage in case the Termination of Order will occur by other means than by the fulfilment of the Order.

- 11.9. The Company doesn't provide any guaranties in accordance with the usage of the Platform (including the Mobile application), its content and neither bears any responsibility for the continuous functionality, error free activity and assurance of services provided by the Platform (including the Mobile application) or by its means, nor for eventual interruption or termination of Platform's functionality (including the Mobile application).
- 11.10. The Platform's usage (including the Mobile application) is executed on the exclusive risk and responsibility if the User. The Company bears no responsibility for any damages or harm which would be used to the User in the connection with the Platform's usage (including the Mobile application).
- 11.11. In case a permanent termination of services provided by the means of the Platform will occur, such situation doesn't establish Company's responsibility excluding the obligation to settle the actual sum of the Credit on the Account in money. The money in the amount of the Credit will be settled exclusively on the User's Account which is assigned by the User in the Platform.

12. DAMAGES

- 12.1. The User hereby agrees, undertakes and promises that he will indemnify the Company in full without any restrictions for all harm and damages which will be caused to the Company in connection with unlawful Platform's usage.

13. TERMINATION OF REGISTRATION AND ZÁNIK LICENCIE

- 13.1. The User is not obliged to use the Platform and, in any moment, and without a previous notice, is the User entitled to stop using it according to his own decision.
- 13.2. The User is anytime and without any reasoning entitled to ask the Company by the means of the Platform's functionality to terminate/cancel his registration and to be paid from the balance of the Credit.
- 13.2.1. Such demand is considered as the proposal for the termination of the legal relation by the virtue of agreement, which was established between the Company and the User by the User's consent given to these GTC.
- 13.2.2. The proposal for the registration's cancellation, i.e. proposal for the termination of the legal relation by the virtue of agreement is considered as accepted by the Company to the moment of the cancellation of the User's registration in the Platform, i.e. to the moment of his Account's cancellation and to the moment of the cancellation of the Users' accesses to Platform (including accesses to the Mobile application). To this moment the user's licence granted by the Company to the User for the usage of the Platform (including the Mobile application) ceases as well under these GTC.
- 13.2.3. The money from the Credit will be returned to the User exclusively to User's business account which was assigned by the User in the Platform as last, at latest the second working day after the cancellation of the registration of the User in

the Platform and after the deduction of the claims which aroused to the Company towards the User.

13.2.4. The User hereby acknowledges and agrees that in case he asked for the termination/cancellation of his registration, he is not entitled for the settlement of the Credit if he is still leasing the EUROPALLETS and/or Other shipping packages, i.e. he has the negative Container Account and he has not returned all of these EUROPALLETS and/or Other shipping packages in the form of Discharge by the usage of the Platform at some GOPALL point. The money from the Credit will be returned to the User at the earliest after the return of all EUROPALLETS and/or Other shipping packages in the form of Discharge, in the amount after the deduction of the claims which aroused to the Company towards the User.

If the Reimbursement for the Lease cannot be settled from the User's Credit, the User is obliged to purchase the overtaken EUROPALLETS and/or Other shipping packages for the purchase price in the height determined by the Company unless agreed otherwise. For this purpose, the Company is entitled to issue an invoice to the User for the purchase of such EUROPALLETS and/or Other shipping packages which the User is bound to settle.

13.3. In case of breach of obligations under these GTC, of legal acts and of good manners from the side of the User, even without previous notification the Company is entitled to hold up, restrict or terminate the Platform's usage (to cancel the registration of the User), regardless of the Company's right to apply other claims towards the User for the protection of the Company's rights and/or of third parties. In such case, the User acknowledges and agrees that he will not be entitled to demand neither any kind of obligations' fulfilment under these GTC from the side of the Company, nor to claim for damages eventually for harm caused by the hold up, restriction or termination of the Platform's usage (by the cancellation of the User's registration).

13.4. Pursuant to reasons alleged in clause 13.3 of the this GTC's article and by the means of unilateral withdrawal, the Company is entitled to terminate the contractual relation which was established between the Company and the User by the grant of his consent with these GTC and followingly to cancel the User's registration in the Platform.

13.4.1. The Company will deliver the withdrawal electronically on the User's email address assigned by the User in the Platform whereas the withdrawal is considered as being delivered to the User to the moment of its dispatch by the Company on the respective email address regardless on the fact if the User gets informed about the withdrawal or not, whereas the written form of the act is considered as preserved in such case.

13.4.2. The contractual relation is being terminated to the moment of the withdrawal's delivery to the User. To this moment the user's licence for the Platform's usage (including the Mobile application) granted by the Company to the User under these GTC ceases as well. The cancellation of the User's registration in the Platform, i.e. the cancellation of its Account and of the User's accesses to the Platform (including accesses to the Mobile application) will be performed at latest the next working day after the delivery of the withdrawal to the User.

13.4.3. The money from the Credit will be returned to the User exclusively to User's business account which was assigned by the User in the Platform on the last time, at latest the second working day after the cancellation of the registration of the User in the Platform and after the deduction of the claims which aroused to the Company towards the User.

13.4.4. The User hereby acknowledges and agrees that in case of termination of the contractual relation by the means of Company's withdrawal, he is not entitled for the settlement of the Credit if he is still leasing the EUROPALLETS and/or Other shipping packages, i.e. he has the negative Container Account and he has not returned all of these EUROPALLETS and/or Other shipping packages in the form of Discharge by the usage of the Platform at some GOPALL point. The money from the Credit will be returned to the User at the earliest after the return of all EUROPALLETS and/or Other shipping packages in the form of Discharge, in the amount after the deduction of the claims which aroused to the Company towards the User.

If the Reimbursement for the Lease cannot be settled from the User's Credit, the User is obliged to purchase the overtaken EUROPALLETS and/or Other shipping packages for the purchase price in the height determined by the Company unless agreed otherwise. For this purpose, the Company is entitled to issue an invoice to the User for the purchase of such EUROPALLETS and/or Other shipping packages which the User is bound to settle.

13.5. The Company is entitled, based on unilateral renounce and even without submitting any reason, to terminate the contractual relation which was established between the Company and the User by the grant of his consent with these GTC and followingly to cancel the User's registration in the Platform.

13.5.1. The Company will deliver the renounce electronically on the User's email address assigned by the User in the Platform whereas the renounce is considered as being delivered to the User to the moment of its dispatch by the Company on the respective email address regardless on the fact if the User gets informed about the renounce or not, whereas the written form of the act is considered as preserved in such case.

13.5.2. The period of cancelation is two months and it starts to pass to the day following after the delivery of the renounce to the User. The contractual relation is being terminated to the moment of the lapse of the period of cancelation. To this moment the user's licence for the Platform's usage (including the Mobile application) granted by the Company to the User under these GTC ceases as well. The cancellation of the User's registration in the Platform, i.e. the cancellation of its Account and of the User's accesses to the Platform (including accesses to the Mobile application) will be performed at latest the next working day after the termination of the contractual relation.

13.5.3. The money from the Credit will be returned to the User exclusively to User's business account which was assigned by the User in the Platform on the last time, at latest the second working day after the cancellation of the registration of the User in the Platform and after the deduction of the claims which aroused to the Company towards the User.

13.5.4. The User hereby acknowledges and agrees that in case of termination of the contractual relation by the means of Company´s renounce, he is not entitled for the settlement of the Credit if he is still leasing the EUROPALLETS and/or Other shipping packages, i.e. he has the negative Container Account and he has not returned all of these EUROPALLETS and/or Other shipping packages in the form of Discharge by the usage of the Platform at some GOPALL point. The money from the Credit will be returned to the User at the earliest after the return of all EUROPALLETS and/or Other shipping packages in the form of Discharge, in the amount after the deduction of the claims which aroused to the Company towards the User.

If the Reimbursement for the Lease cannot be settled from the User´s Credit, the User is obliged to purchase the overtaken EUROPALLETS and/or Other shipping packages for the purchase price in the height determined by the Company unless agreed otherwise. For this purpose, the Company is entitled to issue an invoice to the User for the purchase of such EUROPALLETS and/or Other shipping packages which the User is bound to settle.

13.6 The above-mentioned termination of the contractual relation (regardless on the form of the termination) will have no influence on the validity and the effectiveness of these GTC, especially on those provisions which shall last also after the termination of the contractual relation between the Company and the User.

14. FINAL PROVISIONS

14.1. These GTC and relations established between the Company and the User are regulated by the law of Slovak republic (with the exclusion of conflict rules). The User agrees that any claim or dispute which will arise/may arise between the Company and the User, will be governed by a Slovak court according to subject matter jurisdiction and the local jurisdiction (pursuant to the registered seat of the Company, if the User is a foreign entity) pursuant to procedural legal provisions valid in Slovak republic.

14.2. These GTC together with documentaries to which these GTC refer and together with other legal notices or additional contractual conditions or regulations published by the Company in the Platform represent the whole and complete agreement between the Company and the User relating to the Platform and services provided by the means of the Platform.

14.3. If based on any reason, the particular provisions of these GTC would be declared as invalid or unenforceable, such invalidity or unenforceability shall not affect the remaining provisions of these GTC and the Company is thus entitled to unilaterally replace such invalid or unenforceable provisions by such provisions which regulation corresponds to the original meaning of such provision, whereas other provisions of these GTC remain valid, enforceable and unaffected.

14.4. The particular titles of articles of these GTC are assigned and named only by the reason of their clarity causing no special legal effect.

14.5. Those rights and duties which based on their nature shall remain valid and effective also after the termination of these GTC, don´t lose validity and effectiveness even after their

termination, especially (but not exclusively) it relates to provisions on restrictions or the deprivation of responsibility, remedy, governing law and judicial jurisdictions etc.

- 14.6. The Company is entitled to assign any of its due or undue claim towards the User, even without the consent of the User, to third party, which is agreed by the User.
- 14.7. The User is not entitled to unilaterally set off any due or undue claim, without previous written consent of the Company, towards the claims of the Company, based on this contractual relation. Any unilateral set off of the claims executed by the User towards the Company will be considered as invalid.
- 14.8. Without a previous written consent of the Company, the User is not entitled to assign any of his due or undue claim towards the Company on a third party. Any such assignment of a claim, without a previous written consent of the Company, will be considered as invalid.
- 14.9. These GTC may be elaborated in various language versions whereas the decisive version is the Slovak version.
- 14.10. These GTC become valid and effective to the date of 18.12.2020