

GENERAL TERMS AND CONDITIONS

TRISPO

ARTICLE 1 INTRODUCTORY PROVISIONS

1. These General Terms and Conditions (hereinafter the "GTC") govern the relationships arising from the contract for the provision of services concluded through the platform <https://www.trispo.eu/>, whereby the provider acts on one side and the client on the other.
2. The provider is the commercial company **TRISPO s.r.o., with its registered office at Podjavorinskej 770/4, 811 03 Bratislava, Company ID No. (IČO): 54 329 931, Tax ID No. (DIČ): 2121639641, VAT ID No. (IČ DPH): Not a VAT payer, registered in the Commercial Register of the Municipal Court Bratislava III, Section: Sro, Insert No.: 158055/B, e-mail: info@trispo.eu, telephone number: +421 907 899 003.**
3. The client is a natural person or a legal entity.
4. A consumer is a client – a natural person who, when concluding and performing the contract for the provision of services with the provider, does not act within the scope of their business or other entrepreneurial activity or within the scope of the independent exercise of their profession.
5. The client account is the client's user account at <https://www.trispo.eu/>. The creation of a client account is free of charge; however, the provider may cancel it under the conditions set out in these GTC.
6. A contract means the contract for the provision of services (hereinafter the "contract") concluded between the provider and the client pursuant to Section 51 of Act No. 40/1964 Coll., the Civil Code, as amended (where concluded by a natural person), or pursuant to Section 262 of Act No. 513/1991 Coll., the Commercial Code, as amended (where concluded by a legal entity). The legal relationships arising from the contract are governed by the legal order of the Slovak Republic and by the law of the European Union. Where the client is a consumer, the provider is, for the purposes of these GTC, deemed to be a trader pursuant to Act No. 108/2024 Coll. on Consumer Protection as amended.
7. Services means the digital services provided by the provider through <https://www.trispo.eu/>, the description of which is set out at <https://www.trispo.eu/pricing>, and which may change depending on the development or modification of individual features and subscription plans. These services are available to the client only upon payment of the subscription,
8. If the client withdraws their consent to the processing of personal data, it will not be possible to continue providing the services, which means an interruption of the provision of services without any entitlement to a refund of the unused portion of the subscription or to any other financial compensation, until consent to the processing of personal data is granted again.
9. The provider reserves the right to amend these GTC, as well as to change the scope, content and quality of the services, without the client's consent. The provider shall inform the client of changes to the GTC, as well as of changes to the scope, content and quality of the services, in advance by electronic means (e-mail). The provider also reserves the right to change the availability of individual service features. If the scope, content and quality of the services change to the client's detriment during the term of the subscription, the client is entitled to compensation pursuant to Article 6 of these GTC.

ARTICLE 2 CONCLUSION OF THE CONTRACT

1. The contract is deemed concluded on the day of payment of the price for the provision of services pursuant to the relevant Article of the GTC.

ARTICLE 3 CLIENT ACCOUNT

1. Every client must be registered at <https://www.trispo.eu/> in order to use the services. Upon registration, the client is obliged to provide all data required by the provider. The provider uses the

client's contact details provided upon registration exclusively for communication relating to the contractual relationship with the client.

2. Upon registration, the client is obliged to provide true and accurate information and undertakes to update it in the client account in the event of any change.
3. As part of registration, the client enters a registration e-mail and creates a password. In order to gain full access to the client account, the client is obliged to confirm their registration e-mail. The client is responsible for any misuse of the login credentials by a third party as a result of their inadequate protection by the client, as well as for all activity within the client account. The client is not entitled to transfer the login credentials to their client account to another person without the prior written consent of the provider.
4. Upon expiry of the subscription to the services, the client account does not cease to exist. The client will continue to be able to log in to their client account and manage the subscription.
5. The client is entitled to request the cancellation of their client account at any time. A request to cancel the client account may be made by e-mail to: **info@trispo.eu**. After the request has been processed, the client account will be suspended for a period of 30 days, after which it may be restored at the user's request; upon expiry of that period, the client account will be cancelled.
6. If the client does not log in to their client account for more than one year, the provider may cancel the client account without any entitlement to compensation, provided that the client is notified of this fact in advance. This does not apply if the client has a paid subscription.
7. If the provider has reasonable concern that the client account is being misused by the client or by a third party, it will suspend the client's client account and, in cooperation with the client, carry out a review of the client account, its security and access permissions. Depending on the nature of the breach of the client account, the provider is entitled to revoke the client's access to the client account and to all of its content.
8. The provider is entitled to cancel the client's client account, in particular if the client:
 - a) has provided false, incomplete or misleading information about their identity, age or affiliation with another person or entity,
 - b) has shared or disseminated content that may reasonably be regarded as offensive, harassing, defamatory or causing psychological harm to others,
 - c) has bullied, harassed, stalked, threatened or otherwise attacked another person while using the services,
 - d) has used the services in a manner that endangered the technical security or operational stability of the platform,
 - e) has intentionally disrupted, manipulated or otherwise interfered with the operation of the provider's servers, networks or systems,
 - f) has uploaded or disseminated malicious software, viruses, worms, trojan horses or other code endangering the platform or other clients,
 - g) has gained unauthorized access to the accounts or data of other clients,
 - h) has posted or shared content containing obscenity, pornography, nudity or violent depictions, and/or has published content that violates child protection laws or depicts minors in an inappropriate context,
 - i) has disseminated discriminatory, racist, hateful or otherwise unethical content, including incitement to violence or extremism,
 - j) has infringed the copyrights, trademarks or other intellectual property rights of the provider or of third parties,
 - k) has disclosed the private, confidential or personal data of another person without that person's prior express consent,
 - l) has used the services for the purpose of committing or facilitating criminal activity, including the laundering of proceeds of crime,
 - m) has used the services to solicit or obtain the personal data or passwords of other persons without their consent,

- n) has, while using the services, requested money, assets, counter-services or loans from other clients,
 - o) has used another client's account without that client's express and demonstrable consent,
 - p) has used the platform to promote or finance political campaigns or elections without the provider's consent,
 - q) has published false statements or has, without authorization, held themselves out as a representative or partner of the provider,
 - r) has tampered with the software, including decompiling, reverse engineering, modifying or creating derivatives thereof,
 - s) has used or developed third-party applications that interfered with the operation of the platform or obtained data without authorization,
 - t) has created a new account after their original account had been cancelled, without the prior express permission of the provider,
 - u) has intentionally damaged the good name of the provider or its services by publishing defamatory, false or manipulative statements.
9. In the event of cancellation of the client account for any reason pursuant to Article 3 of the GTC, the client is not entitled to a refund of the money paid for the services.

ARTICLE 4 PRICE FOR THE PROVISION OF SERVICES

1. The price for the provision of services is paid **as a subscription**. The amount of the subscription (including the types and duration of the subscription) is stated for the client at <https://www.trispo.eu/pricing>. The subscription is paid via the Stripe payment gateway, operated by Stripe as a payment services provider. Stripe handles the technical processing of payment transactions, including payment authorization and settlement. The client's payment data is processed directly by Stripe in accordance with its terms and conditions and privacy policy. The provider is not liable for any technical outages, rejection of payment by the client's bank, or other circumstances caused by the payment services provider. By completing the payment, the client also agrees to the terms of the payment services provider,
2. **The subscription is automatically extended (renewed) for the period selected upon the previous payment for the services.** The payment is automatically charged to the client's payment card through which the initial payment was made. The client is entitled to cancel the automatic extension of the subscription, either in their client account or by a request addressed to the provider at the e-mail info@trispo.eu. After the client cancels the automatic renewal of the subscription, the currently paid subscription remains in effect.
3. Once the subscription has been paid, it is not possible to refund the money paid to the client or to provide compensation, unless otherwise stated in these GTC or unless generally binding regulations provide otherwise. This also applies if the client's account is cancelled pursuant to Article 3 of the GTC.
4. An invoice for the payment of the subscription is sent to the client's e-mail address.

ARTICLE 5 TERMINATION OF THE CONTRACT

1. The contract terminates upon expiry of the subscription.
2. **The consumer does not have the right to withdraw from the contract without giving a reason within the 14-day period pursuant to Section 20(1) and (3) of Act No. 108/2024 Coll. on Consumer Protection, since upon conclusion of the contract the digital supply of content commenced and the consumer granted express consent to the commencement of the supply of the digital content before expiry of the withdrawal period and declared that they had been duly informed that, by expressing such consent, they lose the right to withdraw from the contract upon the commencement of the supply of the digital content.**

ARTICLE 6 LIABILITY AND COMPLAINTS REGARDING SERVICES

1. The provider's services are provided on an "as available" basis, without express or implied warranties, unless such warranties arise from applicable legal regulations, in particular the Consumer Protection Act or other specific regulations. The provider gives no warranties that the services will always be uninterrupted, error-free or secure, that any errors will be automatically corrected, or that the content or data made available through the services will always be up to date, accurate or suitable for the client's particular purpose.
2. The provider is not liable for the content entered into the system by the client, nor for the consequences arising from the use of such content by the client or by a third party. The client is solely responsible for the data they enter and for the conclusions or decisions they draw from the use of the services. To the extent permitted by applicable legal regulations, the provider is not liable for: indirect or consequential damage, lost profit or loss of data, damage to the client's device or software, or damage caused by viruses or other malicious code arising as a result of the use of the services, where these were not caused by the intentional or grossly negligent conduct of the provider.
3. The provider does not guarantee the results or performance of the services, which depend on the quality, completeness and correctness of the input data provided by the client. Nothing in this Article excludes or limits the provider's liability for death, personal injury, intentional breach of obligations or gross negligence, or for any other situations where such exclusion would be contrary to EU law or to the mandatory provisions of Slovak law.
4. **If the services are unavailable to the client for reasons on the part of the provider for more than 24 hours, the client is entitled to compensation in the form of a free extension of the subscription for the period during which the services were non-functional. The provider and the client may also agree on another form of compensation. The compensation under the first sentence of this point shall be provided to the client automatically by the provider or on the basis of a complaint by the client, which the provider shall assess and handle without undue delay. The client may submit a complaint to the provider's e-mail address info@trispo.eu.**

5. ARTICLE 7 INTELLECTUAL PROPERTY, LICENCES, RIGHTS TO CONTENT AND ADVERTISING

1. The provider is the exclusive owner of all intellectual property rights to <https://www.trispo.eu/>, including but not limited to its software code, design, algorithms, databases, analytical tools, trade name and know-how. No provision of these GTC establishes for the client any right to use these elements in any manner other than as expressly stated in these conditions.
2. The client must not in any way replicate, decompile, reverse engineer, modify, lease, sublicense or otherwise misuse any part of the services, nor attempt to do so. Any such conduct may lead to the immediate cancellation of the account and the possible assertion of a claim for damages.

6.

7. ARTICLE 8 COMMON AND FINAL PROVISIONS

1. In the event of a dispute, the provider and the client shall attempt to resolve the dispute primarily out of court. If the dispute between the client and the provider cannot be resolved out of court, the court having jurisdiction over the dispute is the court according to the registered office of the provider, and the governing law is the law of the Slovak Republic, unless generally binding legal regulations provide otherwise.
2. **The consumer has the right to submit a request for remedy to the provider if a dispute arises between the consumer and the provider concerning the exercise of rights arising from liability for defects, or if the consumer believes that the provider has infringed other consumer rights. The consumer has the right to file a proposal to initiate alternative dispute resolution with an alternative dispute resolution body if the provider responded to the request under the preceding sentence with a rejection or failed to respond to it within 30 days of the day it was sent. The consumer files the proposal with the competent alternative dispute resolution body, whereby the possibility of bringing the matter before a court is not affected. Further conditions**

relating to alternative dispute resolution are laid down by Act No. 391/2015 Coll. on Alternative Resolution of Consumer Disputes and on the amendment of certain acts. The competent body for the alternative resolution of consumer disputes is the Slovak Trade Inspection (Slovenská obchodná inšpekcia), Prievozská 32, 827 99 Bratislava 27, www.soi.sk or another competent authorized legal entity entered in the list of alternative dispute resolution bodies maintained by the Ministry of Economy of the Slovak Republic (the list is available at <http://www.mhsr.sk>). The consumer has the right to choose which of the listed alternative consumer dispute resolution bodies to approach. For the purposes of the out-of-court resolution of disputes with consumers, the European Commission has developed an online dispute resolution platform (ODR). The consumer may also use this platform to resolve their disputes, namely via the link <http://ec.europa.eu/consumers/odr>.

3. These GTC are valid and effective as of **01.07.2026**.