



## Terms and Conditions

Last updated November 18, 2021

### AGREEMENT TO TERMS

By agreeing to these terms and conditions and using of the software arises a software user agreement between the User and the Provider. The terms of such Agreement are governed by following general terms and condition:

#### I. Definitions

- Provider means:** Business company identified as follows:  
Business name: Tools Done Right s.r.o.  
Registered office: Brigádnická 27, 841 10 Bratislava – Devín, Slovak republic  
Identification no.: 52 909 719  
Registered in: Commercial register maintained by District court Bratislava I, Section Sro, file no. 144736/B  
Phone number: (+421)905 159 845  
E-mail: support@allfred.io
- User means:** Natural or legal person authorized to use the software accessing the software user interface through a world wide web <http://allfred.io>.
- Software means:** means a set of instructions used in a technical device and expressed in a source code for the purpose of real time financial performance, dashboards, revenue analysis and client performance with features to invoicing, budgeting & expenses, financial exports, accounting exports, cashflow tracking, work in progress tracking, team planning, project management, budget management, expenses management and time management
- The Web interface:** is an option to access Software via an Internet browser that includes a security certificate for secure communication between the PC and Software (the "Web Interface") secured by the username and password of every authorized User
- Permission:** is right to use the software granted by the Provider to the User based on the Agreement
- Terms of Use:** means these Terms of Use which constitute a content of legally binding agreement made between User, whether personally or on behalf of an entity ("you") and Provider, the content of which is the regulation of the rights and obligations of the parties in the use of the software Allfred (as well as "Allfred", "we", "us", or "our"), concerning your access to and use of the <http://allfred.io> website as well as any other media form,



media channel, mobile website or mobile application related, linked, or otherwise connected thereto (collectively, the “Site”).

Approval: You agree that by acceptance of NDA which is the attachment to these terms and conditions, you have read, understood, and agree to be bound by all of these Terms of Use. IF YOU DO NOT AGREE WITH ALL OF THESE TERMS OF USE, THEN YOU ARE EXPRESSLY PROHIBITED FROM USING THE SITE AND YOU MUST DISCONTINUE USE IMMEDIATELY.

## II. Changes in the Terms of Use

Supplemental terms and conditions or documents that may be posted on the Site from time to time are hereby expressly incorporated herein by reference.

We reserve the right, in our sole discretion, to make changes or modifications to these Terms of Use at any time and for any reason. We will alert you about any changes by updating the “Last updated” date of these Terms of Use and notification via The Web interface. You will not be notified of any changes to the Terms of Use in other ways. User has the right to withdraw from the Agreement within 14 days of notification of such changes.. You will be subject to, and will be deemed to have been made aware of and to have accepted, the changes in any revised Terms of Use by your continued use of the Site after the 14 days since the date of notification of such changes in revised Terms of Use.

The information provided on the Site is not intended for distribution to or use by any person or entity in any jurisdiction or country where such distribution or use would be contrary to law or regulation or which would subject us to any registration requirement within such jurisdiction or country. Accordingly, those persons who choose to access the Site from other locations do so on their own initiative and are solely responsible for compliance with local laws, if and to the extent local laws are applicable.

The Site is intended for users who are at least 13 years of age. All users who are minors in the jurisdiction in which they reside (generally under the age of 18) must have the permission of, and be directly supervised by, their parent or legal representative to use the Site. If you are a minor, you must have your parent or legal representative read and agree to these Terms of Use prior to you using the Software.

## INTELLECTUAL PROPERTY RIGHTS

Unless otherwise indicated, the Site is our proprietary property and all source code, databases, functionality, software, website designs, audio, video, text, photographs, and graphics on the Site (collectively, the “Content”) and the trademarks, service marks, and logos contained therein (the “Marks”) are owned or controlled by us or licensed to us, and are protected by copyright and trademark laws.



Software is an author's oeuvre under article 87 of the Act no. 185/2015 Coll. Copyright law as amended (hereinafter "**Copyright law**") while Provider executes property rights to the oeuvre for use of the Software.

The Provider as the executor of the proprietary rights to the oeuvre, computer program Allfred hereby consent for User to use Software in such way, which may not conflict with the normal use of the computer program and shall not inappropriately interfere with the rights of Provider protected by law.

User is entitled to use the Software for for the purpose of real time financial performance, dashboards, revenue analysis and client performance with features to invoicing, budgeting & expenses, financial exports, accounting exports, cashflow tracking, work in progress tracking, team planning, project management, budget management, expenses management and time management.

User is not entitled to:

- Process the program;
- Merge the program with another oeuvre;
- Add the program into their database;
- Make a copy of the program;
- Distribute the original or the copy of the program publicly;
- Put the program in public.

Provider granted entitlement to use to User in the extend specified this Terms of Use (hereinafter "**Entitlement**") as:

- Non-Exclusive;
- Revocable
- Non-Transferable
- Time-limited for the duration of Agreement;
- In a territorial unlimited range.

The parties agree that the remuneration for the Entitlements granted is included in the remuneration under the Agreement.

The Content and the Marks are provided on the Site "AS IS" for your information and personal use only. Except as expressly provided in these Terms of Use, no part of the Site and no Content or Marks may be copied, reproduced, aggregated, republished, uploaded, posted, publicly displayed, encoded, translated, transmitted, distributed, sold, licensed, or otherwise exploited for any commercial purpose whatsoever, without our express prior written permission.

Provided that you are eligible to use the Site, you are granted a limited license to access and use the Site and to download or print a copy of any portion of the Content to which you have properly gained access solely for your personal, non-commercial use. We reserve all rights not expressly granted to you in and to the Site, the Content and the Marks.



## USER REPRESENTATIONS

By using the Site, you represent and warrant that: (1) you have the legal capacity and you agree to comply with these Terms of Use; (2) you are not under the age of 13; (3) you are not a minor in the jurisdiction in which you reside, or if a minor, you have received parental permission to use the Site; (4) you will not access the Site through automated or non-human means, whether through a bot, script or otherwise; (5) you will not use the Site for any illegal or unauthorized purpose; and (6) your use of the Site will not violate any applicable law or regulation. If you use paid access to certain software features you represent and warrant that: (1) you have the legal capacity and you agree to comply with these Terms of Use; (2) you are fully competent to perform legal acts.

If you provide any information that is untrue, inaccurate, not current, or incomplete, we have the right to suspend or terminate your account and refuse any and all current or future use of the Site (or any portion thereof).

## FEES AND PAYMENT

We accept the following forms of payment:

- invoicing

You may be required to purchase or pay a fee to access some of our services. Before ordering the services, you will be notified of the fact that the service is charged and the relevant fee for the provision of the service and a possible increase in the already paid fees for the provided services will be calculated for you. By filling in the billing data and sending the order, you agree with the amount of payment and the conditions of providing services. You agree to provide current, complete, and accurate purchase and account information for all purchases made via the Site. You further agree to promptly update account and payment information, including email address, payment method, and payment card expiration date, so that we can complete your transactions and contact you as needed. We bill you through an online billing account for purchases made via the Site. Sales tax will be added to the price of purchases as deemed required by us. We may change prices at any time. In the event of a price change, it will be notified to the User in advance before the right to payment of the increased price arises. User has the right to withdraw from the Agreement within 14 days of notification of price change. All payments shall be in Euros.

You agree to pay all charges or fees at the prices then in effect for your purchases, and you authorize us to charge your chosen payment provider for any such amounts upon making your purchase. If your purchase is subject to recurring charges, then you consent to our charging your payment method on a recurring basis without requiring your prior approval for each recurring charge, until you notify us of your cancellation.

We reserve the right to correct any errors or mistakes in pricing, even if we have already requested or received payment. We also reserve the right to refuse any order placed through the Site.



## FREE TRIAL

We offer a 14-day free trial to new users who register with the Site. The account will not be charged and the subscription will be suspended until upgraded to a paid version at the end of the free trial.

## CANCELLATION

All purchases are non-refundable. You can cancel your subscription at any time by contacting us using the contact information provided below. Your cancellation will take effect at the end of the current paid term.

If you are unsatisfied with our services, please email us at [support@allfred.io](mailto:support@allfred.io) or call us at (+421)905159845.

## SUSPENSION OF SERVICES

The parties agree that in the case of User's delay with the payment of Remuneration for more than 3 days, the Provider is entitled to suspend the provision of the charged services of the Software to the User, after 7 days since the dispatch of the prior notice to the User.

Suspending Services also means limiting the functionality of the Software as a result of which the user loses access to Software charged functionality, while User data will continue to be stored in the cloud (also referred to as "**Restricted access**").

The Parties agree that in the case of User's delay with the payment of Remuneration the Provider is entitled to provide access to the services so that the Client will be allowed to use the services of the Software, while the User's data stored in the Software from the first day of delay to the termination date of the Agreement will be made available to the User in the form of screenshots in a non-editable PDF. In the case of payment of the delayed amount (whether before or after the termination of this Agreement), all User's data, including data stored in the Software during the period from the first day of delay to the termination of the Agreement or to the payment of the Remuneration with which the User was late. Regard to which fact occurs earlier, Provider will made available to the User in the form of editable output from the database.

The Parties agree that, in the event of termination of Agreement, the Provider will grant the User access to the Software for 7 days from the date of termination of providing of the services without reimbursement, in order to make copies of the data stored in the Software to the User. Upon the expiration of the Limited access period, the Provider will deactivate the account of the User, who will lose access to the data stored in the Software. In this Restricted access period, the new data will not be recorded into the system.

## PROHIBITED ACTIVITIES



You may not access or use the Site for any purpose other than that for which we make the Site available. The Site may not be used in connection with any commercial endeavors except those that are specifically endorsed or approved by us.

As a user of the Site, you agree not to:

1. Make any unauthorized use of the Site, including collecting usernames and/or email addresses of users by electronic or other means for the purpose of sending unsolicited email, or creating user accounts by automated means or under false pretenses.
2. Use a buying agent or purchasing agent to make purchases on the Site.
3. Use the Site to advertise or offer to sell goods and services.
4. Circumvent, disable, or otherwise interfere with security-related features of the Site, including features that prevent or restrict the use or copying of any Content or enforce limitations on the use of the Site and/or the Content contained therein.
5. Engage in unauthorized framing of or linking to the Site.
6. Trick, defraud, or mislead us and other users, especially in any attempt to learn sensitive account information such as user passwords.
7. Make improper use of our support services or submit false reports of abuse or misconduct.
8. Systematically retrieve data or other content from the Site to create or compile, directly or indirectly, a collection, compilation, database, or directory without written permission from us.
9. Engage in any automated use of the system, such as using scripts to send comments or messages, or using any data mining, robots, or similar data gathering and extraction tools.
10. Interfere with, disrupt, or create an undue burden on the Site or the networks or services connected to the Site.
11. Attempt to impersonate another user or person or use the username of another user.
12. Sell or otherwise transfer your profile.
13. Use any information obtained from the Site in order to harass, abuse, or harm another person.
14. Use the Site as part of any effort to compete with us or otherwise use the Site and/or the Content for any revenue-generating endeavor or commercial enterprise.
15. Decipher, decompile, disassemble, or reverse engineer any of the software comprising or in any way making up a part of the Site.
16. Attempt to bypass any measures of the Site designed to prevent or restrict access to the Site, or any portion of the Site.
17. Harass, annoy, intimidate, or threaten any of our employees or agents engaged in providing any portion of the Site to you.
18. Delete the copyright or other proprietary rights notice from any Content.
19. Copy or adapt the Site's software, including but not limited to Flash, PHP, HTML, JavaScript, or other code.
20. Upload or transmit (or attempt to upload or to transmit) viruses, Trojan horses, or other material, including excessive use of capital letters and spamming (continuous posting of repetitive text), that interferes with any party's uninterrupted use and enjoyment of the Site or modifies, impairs, disrupts, alters, or interferes with the use, features, functions, operation, or maintenance of the Site.
21. Upload or transmit (or attempt to upload or to transmit) any material that acts as a passive or active information collection or transmission mechanism, including without limitation, clear



graphics interchange formats (“gifs”), 1×1 pixels, web bugs, cookies, or other similar devices (sometimes referred to as “spyware” or “passive collection mechanisms” or “pcms”).

22. Except as may be the result of standard search engine or Internet browser usage, use, launch, develop, or distribute any automated system, including without limitation, any spider, robot, cheat utility, scraper, or offline reader that accesses the Site, or using or launching any unauthorized script or other software.

23. Disparage, tarnish, or otherwise harm, in our opinion, us and/or the Site.

24. Use the Site in a manner inconsistent with any applicable laws or regulations.

## SUBMISSIONS

You acknowledge and agree that any questions, comments, suggestions, ideas, feedback, or other information regarding the Site ("Submissions") provided by you to us are non-confidential and shall become our sole property. We shall own exclusive rights, including all intellectual property rights, and shall be entitled to the unrestricted use and dissemination of these Submissions for any lawful purpose, commercial or otherwise, without acknowledgment or compensation to you. You hereby waive all moral rights to any such Submissions, and you hereby warrant that any such Submissions are original with you or that you have the right to submit such Submissions. You agree there shall be no recourse against us for any alleged or actual infringement or misappropriation of any proprietary right in your Submissions.

## PRIVACY POLICY

We care about data privacy and security. By using the Site, you agree to be bound by our Privacy Policy posted on the Site, which is incorporated into these Terms of Use. Please be advised the Site is hosted in Slovakia. If you access the Site from any other region of the world with laws or other requirements governing personal data collection, use, or disclosure that differ from applicable laws in Slovakia, then through your continued use of the Site, you are transferring your data to Slovakia, and you agree to have your data transferred to and processed in Slovakia.

The Provider as the operator of the Software, website <http://allfred.io> provides following statement:

We use your Personal Information only for providing and improving the Software, Site and the App. By using the Software, Site and the App, you agree to the collection and use of information in accordance with this policy.

As the operator is established in the European Union, his activities are also covered by the 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 (hereinafter “GDPR”).



## **Recitals and Definitions:**

In line with Art. 28 GDPR, the Provider as a Cloud Services Provider (Data Warehousing Services) and operator of the Site and App shall have the Processor's status and the User shall have status of the Concerned Person. Where the term "Concerned Person" is used in this article, it is meant by the User, and where the term "Processor" is referred to in this article, it is meant by the Provider.

The User as the Concerned Person assigns to the Provider as the Processor his agreement to the processing of the User's personal data by automated means on the virtual server of the intermediary or its supplier (hereinafter "cloud") during the usage of the Software, Site or App by the User.

The Provider take appropriate technical and organizational measures so that the processing of personal data complies with the GDPR requirements and the relevant legislation governing the protection of personal data and with the protection of the rights of the data subject.

Processing means any operation or set of operations which is performed on personal data or on sets of personal data, whether or not by automated means, such as collection, recording, organisation, structuring, storage, adaptation or alteration, retrieval, consultation, use, disclosure by transmission, dissemination or otherwise making available, alignment or combination, restriction, erasure or destruction.

The authorized operations performed by the Provider in the processing of personal data are to collect, record, browse, store, block, organize, repair, modify, sort, store on data carriers, and also by remote access within the range of activities provided by the Provider services. Personal data stored in the cloud can only be processed by the intermediary in the scope of permitted operations with them. In case of doubts about the admissibility of processing operations, the intermediary is obliged to request written instructions from the Provider and to respect them.

Provider process your Personal Information for providing and improving the Software, Site and the App. By using the Software, Site and the App, you agree to the collection and use of information in accordance with this policy.

The conditions for the processing of personal data provided about users by their employers are governed by the conditions of a separate agreement between the provider and the employer governing the rights and obligations of employers as Controller's of the Personal data.

## **Type of personal data and category of persons concerned:**

Personal data processed by the Provider as Processor on behalf of the User are in particular all information that could identify the physical person and the recorded personal nature of physical persons as part of the User's data stored in the Cloud such as name, surname, address, e-mail address, phone number, cookies and GPS coordinates.





The data subject is any natural person whose personal data is processed in the cloud.

User is authorized to restrict Provider's access to the Personal Information through the application settings by refusing to provide GPS coordinates however, this will limit some functionalities of the Software, Site and App.

### **Confidentiality and Security**

The User and the Provider are obliged to keep confidential the personal data being processed. The duty of confidentiality persists even after the processing of personal data has ended.

User and Provider are obliged to bind the confidentiality of the personal data of the natural person who comes into contact with the personal data of the User or Provider (including other processors and their authorized persons). The obligation of secrecy does not apply if it is necessary for the fulfilment of the tasks of the court and of the law enforcement bodies under a special law.

The Provider take appropriate technical and organizational measures with regard to the latest knowledge, the cost of implementing the measures and the nature, scope, context and purpose of the processing, as well as the risks with different probabilities and seriousness for the rights and freedoms of natural persons to ensure a level of safety appropriate to that risk (under Article 32 of the GDPR), in particular to ensure:

- A) pseudonymization and encryption of personal data;
- B) the ability to ensure the ongoing confidentiality, integrity, availability and resilience of processing systems and services;
- C) the ability to restore the availability and access to personal data in a timely manner in the event of a physical or technical incident;
- D) a process for regularly testing, assessing and evaluating the effectiveness of technical and organisational measures for ensuring the security of the processing.

The Provider is obliged to ensure without undue delay the updating of the measures taken in order to correspond to the accepted changes in the processing of personal data.

The Provider undertakes to protect processed personal data against unauthorized or accidental disclosure, damage, destruction, loss, alteration, unauthorized disclosure, provision, transfer, disclosure or misuse, as well as any other inadmissible processing.

The security of your Personal Information is important to us, but remember that no method of transmission over the Internet, or method of electronic storage, is 100% secure. While we strive to use commercially acceptable means to protect your Personal Information, we cannot guarantee its absolute security.

### **LogData/Cookies**

Provider collect information that your browser sends whenever you visit our Site and App ("Log Data"). This Log Data may include information such as your computer's Internet Protocol



("IP") address, browser type, browser version, the pages of our Site that you visit, the time and date of your visit, the time spent on those pages and other statistics.

The cookies in use on our Site and App are session cookies used for technical reasons. Session cookie enable the Site to keep track of your movement from page to page so you don't get asked for the same information you've already given to the site. Cookies allow you to proceed through many pages of a site quickly and easily without having to authenticate or reprocess each new area you visit. Session cookies allow Users to be recognized within a website so any page changes or item or data selection you do is remembered from page to page.

Google uses first-party cookies to track visitor interactions as in our case, where they are used to collect information about how visitors use our site. We then use the information to compile reports and to help us improve our site.

Google collects information anonymously. It reports website trends without identifying individual visitors.

### **Communication**

Provider may use your Personal Information to contact you with software upgrade notices, system maintenance notifications and other customer support-related information and alerts. Occasionally, we may contact you with newsletters, marketing or promotional materials and other information that is relevant to the ManagerOnline software.

### **Rights and obligations of the Provider**

The Provider is authorized to process personal data only on the basis of written instructions from the User, including instructions on the transfer to a third country or international organization (except as provided in Article 28 (3) (a) of the GDPR).

Having regard to the nature of the processing of personal data, the Provider shall, to the maximum extent possible, provide the User with appropriate technical and organizational measures to fulfil his obligation to take action at the request of the data subject under Chapter III of the GDPR (Articles 12 to 23 GDPR), but in particular on the basis of an express written instruction or an application by the User

- A) in fulfilling the information obligation to the data subject under Articles 13 and 14 of the GDPR;
- B) to ensure that the data subject has access to personal data under Article 15 of the GDPR, in particular to provide the User with a copy of the personal data subject to processing in the form requested by the User;
- C) to ensure the right of the data subject to correct personal data under Article 16 of the GDPR, in particular without undue delay, to correct outdated or incorrect personal data;
- D) to ensure the right of the data subject to delete the processing of personal data under Article 18 of the GDPR, in particular to delete the processing of personal data;
- E) to ensure the right of the data subject to restrict the processing of personal data under Article 18 of the GDPR, in particular to restrict the processing of personal data;



- F) In securing the right of the data subject to the portability of personal data under Article 20 GDPR, he shall in particular provide the User with personal data in the form requested by the User;
- G) in ensuring the right of the data subject to object to the processing of personal data under Article 21 of the GDPR (if processing is necessary for the performance of a public service task or for the exercise of public authority entrusted to the User or for the legitimate interests of the User or a third party, or the rights of the person concerned, or if personal data are processed for direct marketing purposes, including profiling), in particular, stop processing personal data;
- H) to ensure the right of the data subject not to be covered by a decision based exclusively on the automated processing of personal data, including profiling, which has legal effects that affect him or her or have a significant effect on him under Article 22 of the GDPR.

The Provider is obliged to provide the User with the assistance of ensuring compliance with the obligations under Articles 32 to 36 of the GDPR, taking into account the nature of the processing of personal data and the information available to the Provider.

In the event that the Provider receives a complaint from the data subject in connection with the processing of personal data, he shall be obliged to submit the complaint to the User without undue delay.

The Provider undertakes to provide the User with the information necessary to demonstrate the fulfilment of the obligations and to provide co-operation within the framework of the audit of personal data protection and control by the User or auditor entrusted by the User.

The Provider is obliged to inform the User without undue delay if he / she considers that the User's instruction violates the Personal Data Protection Regulations.

Personal data may be processed only in accordance with the Privacy Regulations so as not to violate the fundamental rights and freedoms of the persons concerned, in particular the violation of their right to the preservation of human dignity or other unjustified interference with their right to privacy.

### **Privacy Policies changes**

This Privacy Policy is effective as of 01.09.2021 and will remain in effect except with respect to any changes in its provisions in the future, which will be in effect immediately after being posted on this page. We reserve the right to update or change our Privacy Policy at any time and you should check this Privacy Policy periodically. Your continued use of the Service after we post any modifications to the Privacy Policy on this page will constitute your acknowledgment of the modifications and your consent to abide and be bound by the modified Privacy Policy.

In the event of any change, the Provider commits the User to inform them in advance so that the User can assess the change and take measures to enable him / her to act in accordance



with the Personal Data Protection Regulations (e.g. fulfilment of the information obligation to the data subject for the transfer to third landscape).

If Provider make any material changes to this Privacy Policy, Provider will notify you either through the email address you have provided us, or by placing a prominent notice on our website.

### **Contact information**

If you have any questions about this Privacy Policy, contact us at:

Business name: Tools Done Right s.r.o.

Registered office: Brigádnická 27, 841 10 Bratislava – Devín, Slovak republic

Identification no.: 52 909 719

Registered in: Commercial register maintained by District court Bratislava I,  
Section Sro, file no. 144736/B

Phone number: (+421)905 159 845

E-mail: support@allfred.io

### **TERM AND TERMINATION**

These Terms of Use shall remain in full force and effect while you use the Site.

Agreement concluded between User and Provider shall expire:

1. Through expiry of the period of time to which it was closed;
2. Through the withdrawal from Agreement by the User even without giving any reason in the time period of 14 days since the conclusion of the Agreement;
3. Through withdrawal from Agreement due to a material breach of Agreement by any of the Parties;
4. Through written termination of the Agreement even without giving any reason.

For material breach of Agreement is considered:

1. Delay of the User with payment of the Remuneration for more than 7 days;
2. Breach of any of the User's obligation under Terms of Use or performance of prohibited activities by the User;

Withdrawal from the Agreement must be in writing and must state the reason for withdrawal from the Agreement so that it cannot be confused with any other reason, otherwise it will not consider such as withdrawal.

By withdrawing from Agreement, the Agreement shall be terminated with effect from the date of delivery of the withdrawal of the Agreement to the other Party.



The Parties agree that, upon termination of Agreement by the written termination of one of the Parties, the termination period shall be 30 days, with the termination period commencing from the first day of the calendar month following month of receipt of the termination by the other Party.

When the agreement states that User's renewal is automatic, User may terminate the expiring Agreement subscription period by written request to Provider or authorized Provider's Business Partner, at least ninety (90) days prior to the expiration date as set forth in the Agreement. If Provider or its Business Partner does not receive such termination notice by the expiration date, the Agreement will be automatically renewed for either one year or the same duration as the original Subscription Period as set forth in the agreement, if such period is shorter than one year even repeatedly.

## MODIFICATIONS AND INTERRUPTIONS

The provider is constantly working to improve the services and functionality of the software and for this reason reserves the right to make changes, modify or remove of the content or features of the Software in such a way that the User's data will not be affected.

Provider periodically maintains technical systems. Maintenance windows will be set up for regular, scheduled and unscheduled maintenance of Site and are necessary for the maintenance and security of day-to-day operations, or the implementation of updates or upgrades. Any service maintenance interruptions (scheduled or unplanned) are not defined as downtime or impairment.

Provider assures that scheduled maintenance works will be done, if possible, between 23:00 and 08:00. In exceptional cases, system maintenance can be carried out in all other times, taking into account the least possible disruption to ongoing operations.

Provider warrants to inform the customer about maintenance as early as possible. In addition, maintenance on Site is possible at any time even without the announcement of a maintenance window if no significant impairment is to be expected.

We cannot guarantee the Site will be available at all times. We may experience hardware, software, or other problems or need to perform maintenance related to the Site, resulting in interruptions, delays, or errors. In the event of software unavailability resulting from a breach of the provider's obligations, a discount will be provided to the user upon receipt of the relevant unavailability notice in the amount corresponding to the proportional part of the remuneration for the software unavailability for which the provider is responsible.

Liability of Provider for failure to comply with the common service levels is given only if the discrepancy between the common level of service and the services actually provided is the result of the breach of obligations of Provider. Provider shall be relieved of liability for damage if at least one of the following circumstances excluding the liability of Provider for the damage is met.

- A. Provider and their cloud services provider are not responsible for failing to comply with agreed service levels due to facts that cannot be affected, especially due to external



DNS problems, routing problems, network or post office attacks Provider and provider of cloud services (DDoS / Viruses), failure of parts of the infrastructure, failure of parts of the Internet and failure outside control of the Provider and their cloud services provider, which can lead to incorrect customer measurements.

- B. User failures, in particular failures caused by incoming / outgoing hacker attacks (DDoS) due to faulty or inadequate customer software maintenance or server systems overloading products in violation with the terms of Provider and their cloud services provider.
- C. Non-compliance with default values caused by excessive product load on User's side.
- D. Due to the amount of Remuneration and the level of service provided, the proper provisioning of which is a prerequisite for the Software functionality, Provider is not responsible for failures that (despite careful selection and monitoring by Provider and its cloud services provider) were caused by the subcontractors of Provider and their cloud services provider and which do not affect the Software itself, but may affect its availability, such as power, internet connection, server cooling, and so on.
- E. Failures due to improper use or repair of customer hardware or software or systems not conforming to the manufacturer's or Provider or cloud service provider software or hardware and has been installed, operated or maintained contrary to their recommendations.

## GOVERNING LAW

These conditions are governed by and interpreted following the laws of Slovakia, and the use of the United Nations Convention of Contracts for the International Sale of Goods is expressly excluded. If your habitual residence is in the EU, and you are a consumer, you additionally possess the protection provided to you by obligatory provisions of the law of your country of residence. Tools Dones Right and yourself both agree to submit to the non-exclusive jurisdiction of the courts of Slovakia, which means that you may make a claim to defend your consumer protection rights in regards to these Conditions of Use in Slovakia, or in the EU country in which you reside.

## DISPUTE RESOLUTION

The European Commission provides an online dispute resolution platform, which you can access here: <https://ec.europa.eu/consumers/odr>. If you would like to bring this subject to our attention, please contact us.

## CORRECTIONS

There may be information on the Site that contains typographical errors, inaccuracies, or omissions, including descriptions, pricing, availability, and various other information. We reserve the right to correct any errors, inaccuracies, or omissions and to change or update the information on the Site at any time, without prior notice.



## DISCLAIMER

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