

GENERAL BUSINESS TERMS AND CONDITIONS

The **DECENT Group a.s.** company, organization ID no.: 50 955 900, registered office: Rajska 15, 811 08 Bratislava, Slovak Republic, registered in the Commercial Register kept by the Bratislava I District Court, section Sa, entry no. 6614/B (hereinafter referred to as “**DECENT Group a.s.**”), issues **the following general business terms and conditions** applicable to the use of **the internet application Digital Proof** functioning via web sites <https://app.digitalproof.io/> and <https://verify.digitalproof.io/> (hereinafter referred to as the “**GBTs**”):

Article I Basic Terms

In addition to the terms used in the initial part of these GBTs and in other provisions hereof, the following terms (so called “*legislative terms*”) shall have the meanings defined below:

1. „**Act No. 18/2018**“: Act No. 18/2018 on personal data protection and amendments and supplements to certain laws, as amended by subsequent regulations.
2. „**Agency**“: a legal entity registered within the Application, which represents individual File Authors and certifies such Files on behalf of File Authors as an intermediary.
3. „**Application**“: the software application used via the Website, which has been developed and used in order to obtain a timestamp for objective confirmation of authorship in respect of a stored File without any limitation. The Application allows a registered User to save the Hash of any File in an invariable and transparent Blockchain Database and obtain a Certificate based on which the Author may declare that he/she [had a File at the date of saving, including File Content](#).
4. „**Application Service**“: an internet service provided via the public internet server <https://digitalproof.io/> for both commercial and non-commercial purposes; its basic functions include certification of Files to determine the authorship in respect of a File Content as at a specific date and time.
5. „**Author**“: the natural person or legal entity who has created the File Content.
6. „**Authorized Person**“: the person working or carrying out business activities for the Agency and having access to the Application based on an account created by the Agency.
7. „**Blockchain Database**“: a special kind of distributed database storing a continuously increasing number of records that are protected against unauthorized interventions coming both from outside and from peer-to-peer network nodes.
8. „**Certificate**“: an electronic document identified by a timestamp, based on which the Author is able to prove that he/she saved the File, the Hash of which has been saved in the Blockchain Database, within the Application as at the specified date.
9. „**Copyright Act**“: Act No. 185/2005 on copyright and copyright related rights (Copyright Act), as amended.
10. „**File**“: a document or several documents created by an Author and capturing the File Content via a software program, which the User wishes to certify and save the related File Hash in the Blockchain Database.
11. „**File Content**“: the result of the Author’s creative thinking or creative intellectual activities expressed or captured via a computer program, in particular, but not limited to (i) any work created by the Author in the areas of literature, fine arts, or science, which represents a unique result of the Author’s creative intellectual activity and is perceivable by senses regardless of its form, content, quality, purpose, or phase of its completion, (ii) other protected works associated with related rights, computer programs, and databases, (iii) inventions, (iv) technical solutions, (v) design of a product or its part, (vi) verbal, visual, spatial, or positional identification, model identification, identification consisting of one colour or a combination of colours without contours, acoustic identification, identification based on motion, and multimedia, holographic, or other identification of goods or services.
12. „**GDPR**“: Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016 on the protection of natural persons with regard to the processing of personal data and on the free movement of such data, and repealing Directive 95/46/EC (*General Data Protection Regulation*).
13. „**Hash**“: is an output data chain that forms a characteristic – an input data imprint (*of the File*).

14. „Controller”: the DECENT Group a.s. company that is the owner and administrator of the Application, has specified the purpose of and means for processing of Personal Data, and processes Personal Data on its own behalf in compliance with the GDPR and Act No. 18/2018.
15. „Person”: a natural person or legal entity registered within the Application and interested in storing or who has already stored a File Hash in the Blockchain Database.
16. „Personal Data”: the data concerning an identified natural person or an identifiable natural person who can be identified, directly or indirectly, in particular by reference to a generally applicable identifier, other identifier, such as a name, surname, an identification number, location data, an online identifier or one or more factors specific to the physical, physiological, genetic, mental, economic, cultural or social identity of that natural person.
17. „Product”: a prepaid package of the Application Services subject to charges in compliance with the valid Services Price List (*Single Starter, Single Pro, Company Starter, and Company Pro*).
18. „Service Agreement”: an agreement entered into by and between the User and the Controller based on registration and acceptance of these GBTCs, which stipulates the rights and obligations of the contracting parties in respect of use of the Application Services.
19. „Services Price List”: the current price list applicable to the services provided by the Controller in connection with the Application; it contains amounts of prices and charges for the Application Services.
20. „Third party”: a person interested in verification of authenticity and existence of a Certificate through the File or Verification File provided to that person by the User. For the purposes of these GBTCs, Third parties include also the Authors who make use of the Agency’s services in order to use the Application and store File Hashes in the Blockchain Database.
21. „Submit”: [submitting the File to local browser, which then computes File Hash. The Application doesn't submit the File Content out of the local computer, where the browser is running \(i.a. File Content is not submitted to any Internet services\).](#)
22. „User”: a joint name for the Person and the Agency.
23. „User Account”: the account of the Application User through which he/she logs into the Application.
24. „Verification File”: a file generated by the Application after saving the File Hash in the Blockchain Database. The Verification File has a special file type ending “proof” and can be opened only through the Verification Page.
25. „Verification Page”: the internet page verify.digitalproof.io, the owner and administrator of which is the Controller, through which Third parties verify Files or Verification Files.
26. „Website”: the internet site app.digitalproof.io or any other site, at the Controller’s discretion, the owner and administrator of which is the Controller, through which Users log into the Application.

Article II General Provisions

1. These GBTCs issued by the Controller determine the terms, conditions, and rules applicable to the use of the Application and stipulate the rights and obligations of the User who makes use of the Application Services. The User hereby declares that they have duly familiarized themselves with the current wording of the GBTCs before the first use of the Application and confirm that they accept the GBTCs and agree to their wording and upon the first use of the relevant Application, they undertake to comply with and abide by the GBTCs (*including any and all amendments to the GBTCs*).
2. The supervisory body is the Slovak Trade Inspection, registered office: Prievozská 32, 827 99 Bratislava, Slovak Republic, tel: 00421258272162, e – mail: ba@soi.sk.
3. By accepting the content of these GBTCs, the User gives their consent to the communication between the Controller and the User being carried out exclusively only via electronic communication means.
4. Use of the Application Services is conditioned by acceptance of the GBTCs. In case of any amendment to the GBTCs, further use of the Application is conditioned by the User’s acceptance of amended GBTCs. If the User continues the use of the Application after any modification of the GBTCs without expressly accepting such a modification, the User’s further use of the Application is deemed to be the User’s acceptance of the modified GBTCs.
5. When using the Application, the User shall comply with relevant contractual terms and conditions of the third persons whose goods or services directly or indirectly relate to or are necessary for correct functioning of the Application (*for instance, contractual terms and conditions of wireless service providers or those associated with other third-person services that you make use of when using the Application*).

Article III Application

1. The Application serves, in particular, to confirm objectively that the User certified a File with a specific File Content as at a specific date and time and stored the File Hash in the Blockchain Database.
2. Use of the Application is conditioned by access to the internet. Access to the internet is not a part of the Application.
3. The Controller is the owner and administrator of the Application.
4. Use of the Application is subject to charges in compliance with the valid Services Price List published on the Website.
5. After meeting the requirements of these GBTCs, the File Hash and the timestamp are permanently, invariably, and indelibly stored in the Blockchain Database and a Certificate is generated for the User along with so called Verification File.
6. The Application enables the registered User and persons authorized by the User to certify a File based on which the Author of the File is able to prove the authenticity of authorship as at a specific date and time.
7. The Application consists of two sections, i.e. (i) the section where Users Submit Files into the Application (hereinafter referred to as the "Files Section") and (ii) the section within which Third parties check Verification Files (hereinafter referred to as the "Verification Section").
8. Only registered Users are allowed to use the Files Section within the Application; its use is subject to charges in compliance with the valid Services Price List.
9. Any Third party having a Verification File may use the Verification Section within the Application and this without the need to register and at no charge.
10. The payment for provision of the Application Services shall be settled by Users via a payment card while making use of the services Chargify, Braintree or Stripe before starting to make use of the Application Services. In case of a failure to settle the payment, the File Hash will not be saved within the Blockchain Database.

Article IV Registration in the Application and Registration Cancellation

1. The User registers within the Application by completing the registration form available on the Website.
2. Registration of Application Users is voluntary.
3. Registration within the Application is available to Persons who may act as File Authors or companies representing individual Authors as Agencies.
4. Upon registration of a User via the Website, the User selects the login name and password through which they will log into their user interface (User Account). Within the User Account, the User register all their Certificates confirming saving of the File Hashes in the Blockchain Database. Where an Agency is the User, all Certificates as per individual Authors and in respect of all Authors are registered by the Agency.
5. When registering, the User shall state true, complete, and accurate data. If the data stated by the User upon registration is proven to be incomplete, inaccurate, or untrue or there are reasonable doubts as to completeness, accuracy, or truthfulness of such data, the Controller shall be entitled to cancel the User's registration or restrict temporarily provision of the Application Services to that User. The Controller is not liable for any damage or injury that may occur due to cancellation or restriction of the User Account or its registration. The User is liable for any possible violation of relevant legal regulations due to incomplete, untrue, or inaccurate data. Restriction or cancellation of registration by the Controller has no effect on the File Hashes already stored in the Blockchain Database.
6. The User is entitled to amend/complement registration data at any time; the User understands that a change in the registration data will have no influence on the File Hashes already stored in the Blockchain Database (i.e. *the registration data contained in the Certificate and within the Verification File will remain unchanged*).
7. The User is entitled to request in writing and at any time that the Controller cancel registration and this by sending a request to the Controller's e-mail address: hello@digitalproof.io; the Controller

undertakes to comply with the User's request within 30 (*thirty*) days from the day on which the Controller receives it, to cancel the registration, and to notify the User in writing by sending the relevant information to the User's e-mail address. The User understands that cancellation of registration by the Controller has no effect on the File Hashes already stored in the Blockchain Database.

8. The User is entitled to deactivate their User Account at any time and this through making use of the option allowing user account deactivation in folder "My Profile" within the Application. The User understands that cancellation of their User Account has no effect on already entered Hash Files in the Blockchain Database. Furthermore, the User understands that deactivation of the User Account is invariable and irrevocable, i.e. the User Account cannot be reactivated; if the User is interested in further use of the Application, they shall create a new User Account.

Article V

Submitting of Files and their Verification

1. After registering and selecting a specific Product, the User may Submit Files into Application and saves the File Hash in the Blockchain Database up to a limited number according to the selected Product.
2. Entering a Hash File into the Blockchain Database is carried out through Submitting the File by the User via the Website. Subsequently, the Application generates a unique Hash based on the File Content. After settlement by the User of the agreed payment (*according to the Services Price List*), the Controller saves the File Hash in the Blockchain Database. After saving the File Hash, the Application creates a Certificate for the User, containing a unique code under which the File Hash is saved in the Blockchain Database. Furthermore, the Application generates the Verification File that the User shall download after it is generated. The User understands that the Verification File is not saved within the Application.
3. As concerns Persons, Files [Hash](#) are saved using their registration data.
4. As concerns Agencies, Files [Hash](#) are saved in individual Authors' folders created by the Agency and the Certificate contains, in addition of the data concerning the Author, also the data concerning the Agency that has created the entry.
5. Upon entering the File Hash into the Blockchain Database, a Verification File and a Certificate are generated automatically for the User who shall download them. The User may access all Certificates via their User Account but the access is conditioned by the active User Account (i.e. *the User Account that has not been deactivated*). The User understands that the Verification File contains the File Content and therefore it is necessary for the User to secure protection of the Verification File against its disclosure to an unauthorized person.
6. Verification of a [Hash](#) File stored in the Blockchain Database as at a specific date and time is carried out by Submitting the Verification File via the Verification Page. Only the User or the Author may provide the Verification File to a Third party. Opening of the Verification File and viewing of its content is permitted to the Third party exclusively only via the Verification Page.
7. The User and Third parties understand that the Verification File may be opened without damaging its content only via the Verification Page. The User and Third parties undertake to refrain from opening the Verification File otherwise than via the Verification Page. Any possible attempts to process the Verification File in a manner other than via the Verification Page and subsequent damage to the Verification File shall fall under the liability of the User or the Third party who has made such an attempt.
8. Verification of a Hash File may be carried out also by Submitting the File via the Verification Page that will compare the File with the saved Hash and upon compliance of the File with the saved Hash, it will verify saving of the File in the Blockchain Database as at a specific date and time. The User and the Third party understand that the Verification Page verifies only the Files to which Hashes have already been allocated and saved in the Blockchain Database.
9. The User understands that only the File Hash is saved in the Blockchain Database, not the File itself. Upon loss, destruction of or other damage to the File or the Verification File, the Controller shall not be liable for the impossibility to verify the File.
10. Furthermore, the User understands that the Controller does not assume any responsibility for possible complications when trying to open the Verification File, including disclosure of the File Content or impossibility to verify the File or Verification File later, if the User or a Third party

modifies the Verification File or the File or uses it in a manner other than the one determined by the GBTCs.

Article VI Products

1. The User may make use of the Application Services depending on the selected Product.
2. Product Single Starter is intended for Person (*Author*). The Person (*Author*) is entitled to store in the Blockchain Database 1 (*one*) File Hash after paying a single fee in the amount stated in the Services Price List.
3. Product Single Pro is intended for Person (*Author*). The Person is entitled to save, during 1 (*one*) calendar month, a limited number of File Hashes in the Blockchain Database to the extent specified in the valid Services Price List after paying the relevant monthly fee.
4. Product Company Starter is intended for Agency representing individual Authors. The Agency is entitled to store, during 1 (*one*) calendar month, a limited number of File Hashes in the Blockchain Database to the extent specified in the valid Services Price List after paying the monthly fee in the amount stated in the Services Price List. The Agency may grant access to the Application to its Authorized Persons the number of whom is limited according to the valid Services Price List.
5. Product Company Pro is intended for Agency representing individual Authors. The Agency is entitled to save, during 1 (*one*) calendar month, into the Blockchain Database an unlimited number of File Hashes in the Blockchain Database after paying the monthly fee in the amount stated in the Services Price List. The Agency may grant access to the Application to an unlimited number of Authorized Persons.
6. As concerns Products Single Pro, Company Starter, and Company Pro, the Controller is entitled, but not obliged, to provide the User with free versions of those Products for a period of time specified in the Service Price List after registration within the Application; the number of File Hashes saved in the Blockchain Database is limited according to the selected Product.
7. The User may switch from the selected Product to other Product; the change will take place immediately after settlement of the difference between relevant monthly fees where a higher-level Product is selected. (*Where a Person selects and pays for a Program intended for Agency, the Person classifies as an Agency*).
8. If the User wishes to switch to a lower-level Product (e.g. *from Company Pro to Company Starter*), it is necessary for the User to request the change directly from the Controller who will decide whether the change will be executed or not. After switching to other Product, the amount of the difference between selected Products will remain preserved for the User in the form of credits that the User will be able to use during the next invoicing period.

Article VII Rights and Obligations of the User

1. When using the Application, the User shall comply with these GBTCs and other generally binding legal regulations of the Slovak Republic.
2. When using the Application, the User shall respect the rights and legitimate interests of the Controller and other natural persons and legal entities, in particular, as concerns handling of authorial works and other items subject to intellectual property rights.
3. When using the Application, the User must not:
 - a. use vulgarisms, words or other verbal or sign expressions the direct or indirect meanings of which contradict generally acceptable social morals and ethics,
 - b. use threats and personal attacks against the Controller and/or any other persons,
 - c. state untrue, unverified, misleading, insulting or deceptive information about the User or any other person,
 - d. promote violence and openly or covertly incite hatred based on sex, race, colour of skin, language, belief, religion, political or other beliefs, national or social origin, affiliation with a nationality or ethnic group,
 - e. promote war or describe cruel or otherwise inhumane acts in a manner that inappropriately downplays, excuses, or approves such acts,

- f. openly or covertly promote alcohol, alcoholism, smoking, use of intoxicating substances, poisons, and precursors or downplay the consequences of use of such substances,
 - g. threaten the physical, mental, or moral development of minors or cause damage to their mental health and emotional condition,
 - h. promote child pornography,
 - i. disseminate obscene, vulgar, and insulting materials and illegal materials,
 - j. obtain login names and/or passwords of other Users,
 - k. abuse, block, modify, or otherwise alter or amend any part of the Application or even attempt to disturb the stability, integrity, running of, or data within the Application,
 - l. use mechanisms, programs, or other procedures or act in a manner that may have a negative influence on the operation of the Application.
4. The User undertakes to refrain from using the Application where its use or making use of by the User may result in violation or repeated violation of legal regulations.
 5. The User shall be liable for the Files Submitted via the Application and agrees to refrain from using the Application for the purposes that contradict the GBTCs and/or generally binding legal regulations of the Slovak Republic.
 6. In no case the User shall be entitled to interfere in any manner in the Application or any of its parts, to alter, copy and/or enhance the appearance, graphic elements, interface, and technical and other features of the Application.
 7. The User shall be entitled to use the Application but they are not entitled to provide it to any third persons in any way or to provide further services via the Application in contradiction with these GBTCs.
 8. The Agency shall be entitled to order provision of the Application Services, on its behalf and at its expense, in favour of other Authors.
 9. After certification of a File, the Agency shall submit the Verification File and the Certificate to the Author. The Author understands that the Controller is not liable for the Agency's failure to submit the Certificate or the Verification File to the Author.
 10. The Agency shall be entitled to charge a fee determined by the Agency for execution of certification of Files in respect of individual Authors. Both the Author and the Agency understand that the Controller is responsible neither for determination of the fee amount by the Agency nor for the manner and execution of payment by the Author to the Agency.
 11. In case of any abuse or suspected abuse of the Application, the User shall secure execution of all actions aimed at elimination of the situation and/or the activities violating legal regulations or contractual arrangements between the User and the Controller and shall forthwith remove all consequences of such activities and infringements of the Controller's legitimate interests; this shall be without prejudice to the User's liability for the damage caused to the Controller.
 12. The User shall protect the login data and the Verification File against disclosure to, loss of, or abuse by an unauthorized person. The Controller bears no liability for an injury occurring due to the use (*abuse*) of the login data or the Verification File by an unauthorized person.
 13. The User shall be liable for all activities executed based on the use or abuse of the login data or other forms of access means allowing use of the Application. The User shall be entitled to change their login data, but the User is obliged to change their login password upon any suspicion that the login data has been disclosed to an unauthorized person. The User undertakes to notify the Controller without undue delay about any unauthorized use of their login data or security breach detected by the User.
 14. The User shall be liable for all activities executed based on the use or abuse of the Verification File or other forms of access means allowing use of the Application. The User undertakes to notify the Controller without undue delay about any unauthorized use of the Verification File or security breach detected by the User.
 15. The User undertakes to pay the price for provision of the Application Services and this in compliance with these GBTCs, other terms and conditions, and valid Services Price List of the Controller.
 16. The User is entitled to store [Hash](#) any type of the File into the Blockchain Database (*compressed Files*) provided that its size does not exceed 20 MB.
 17. The User understands that neither File Hashes stored in the Blockchain Database nor the File Content can be modified or complemented in any manner after they are saved. The File Hashes stored in the Blockchain Database cannot be deleted (*File Hashes remain stored in the Blockchain Database permanently*). The User understands that on each occasion they wish to update the File Content [and store its Hash](#) in the Blockchain Database, they will have to create a new File that will be newly Submitted into the Application in compliance with these GBTCs.

Article VIII

Rights and Obligations of the Controller

1. The Controller shall store the File Hash in the Blockchain Database in the condition in which it was Submitted by the User into the Application.
2. The Controller reserves the right:
 - a. to cancel the User's registration at any time and this also without stating a cause,
 - b. to block the possibility to Submit Files into the Application either temporarily or permanently, either fully or partially,
 - c. to execute a technical shutdown of the Application even without a prior notice,
 - d. to exercise other rights resulting for the Controller from these GBTCs or generally binding legal regulations of the Slovak Republic.
3. The Controller guarantees neither uninterrupted functioning of the Application nor its flawless running. Furthermore, in justified cases the Controller shall be entitled to suspend functioning of the Application for a necessary period of time without a prior notice. The Controller bears no liability for the damage that may be caused due to non-functioning, errors, or measures of the Controller under the preceding sentence or due to other operations related grounds.
4. The Controller is not obliged to provide the Application Services immediately, continuously, or without failures.

Article IX

Changes in Services, GBTCs, and Prices for Services

1. The Controller is entitled, in particular in case of:
 - a. a change within market conditions,
 - b. an increase in the Controller's costs associated with provision of the Application Services,
 - c. changes concerning the inflation rate according to the Statistical Office of the SR,
 - d. changes in the Controller's marketing strategy based on, in particular, implementation, modification, or cancellation of any of the Application Services,
 - e. technological development of the Application Services,
 - f. a legislative change with a direct or indirect impact on the contractual terms and conditions (*including changes involving the VAT rate or other payments*), or
 - g. issue of a decision of a competent public authority (*including the bodies of European Communities*) giving rise to the Controller's obligation or right to amend contractual terms and conditions, modify the Application Services, GBTCs, and prices for the Application Services (*including the quality, scope, and structure of the Services and their prices*),to fully or partially amend, modify, replace, or cancel the Application Services, GBTCs, prices for the Application Services as well as the quality, scope, and structure of the Application Services (hereinafter jointly referred to as the „Services Modification“).
2. The Controller is not obliged to notify individual Users or third persons about the Services Modification (*including the kind, quality, scope, and structure of the Application Services and the prices for the Application Services*).
3. The Controller will publish the information about the Services Modification at least 15 (*fifteen*) calendar days before the effective date of the Services Modification and this by publishing the relevant information in a suitable manner via the Application and the Website or other websites administered by the Controller, via e-mail messages, information materials, press releases, or in another way at the Controller's discretion.
4. The User shall regularly familiarize themselves with changes in the GBTCs. If the User continues making use of the Application Services after incorporation of changes in these GBTCs, it shall be believed that the User accepts such changes without any reservations. If the User does not accept any change in the GBTCs, they may request that the Controller cancel their registration.
5. The Services Modifications that involve enhancement of basic, optional, complementary, and other Application Services or those involving replacement of original Application Services by new basic, optional, complementary, or different Application Services or a reduction in prices for the Application Services or the Services Modifications that do not restrict rights or enhance obligations of the User towards the Controller may be notified by the Controller through publication in a suitable manner within the Application no later than on their effective date.

6. If the User does not accept a change in these GBTCs, the User shall discontinue the use of the Application and cancel the User Account either themselves or via the Controller.
7. The Application Services Modification Agreement entered into by and between the Controller and the User making use of the Application Services and/or a third person is deemed to be validly concluded upon acceptance of a proposal concerning an amendment to the Service Agreement and/or other agreement concluded with the Controller.
8. The Application Services related to saving File Hashes in the Blockchain Database are subject to charges. The payment amount is stated and charged according to the valid Services Price List of the Controller. The User shall pay such charges in compliance with these GBTCs before saving a File Hash in the Blockchain Database.
9. The Controller shall be entitled to amend the Services Price List unilaterally and a new Services Prices List will take effect upon its publishing via the Controller's Website and the Application.
10. Unless otherwise agreed between the User and the Controller or otherwise stated within other terms and conditions determined by the Controller in respect of use of the Application, the Application Services related to the verification of Files and provided to Third parties are at no charge.
11. If the Controller is or becomes a value added tax (VAT) payer during the term of the Service Agreement, the relevant payment will be increased applying the statutory value added tax rate.
12. The invoicing period for prepaid services is 1 (*one*) calendar month and the relevant payments are to be settled upon ordering the Application Services. The Controller reserves the right to collect the payment via debiting the User's payment card always by the beginning of the invoicing period and the User gives their express consent to it. The Controller will deliver invoices to the User electronically via e-mail and this immediately after an invoice is drawn up and settled.
13. If a payment via the User's payment card is not settled by the beginning of the invoicing period due to the reasons on the part of the User, the User shall settle the payment within 3 (*three*) days from the failed payment transaction, failing which the Controller shall be entitled to suspend provision of the Application Services.

Article X Liability for Stored Information

1. The Controller is not responsible for the accuracy, truthfulness, and content of the Files that the Controller is not the originator or author of.
2. The User is responsible for the accuracy of the data identifying the Author of a File. The Controller is not responsible for incorrect or not current data concerning the Author, which has been entered by the User.
3. By permitting saving of the User's File within the Application, the Controller does not accept any liability for the File Content or accuracy and truthfulness of the information contained therein.
4. The User must not make the Application and the Verification File available to any unauthorized person. The User shall protect all material media containing any elements of the Application, including the Verification File, against unauthorized access, loss, theft, alienation, or other abuse.
5. In case of any breach of the User's obligations, the Controller shall not be liable for disclosure of the data contained in the Application or the Verification File to an unauthorized person.

Article XI Intellectual Property Rights

1. The Application is an authorial work of the Controller and is protected by, in particular, the Copyright Act and other relevant legal regulations.
2. The Controller holds all property related rights pertaining to the Application and exclusively only the Controller is entitled to give consent to the use of/grant the licence to use the Application. The terms and conditions applicable to the use of the Application are issued and amended exclusively only by the Controller.
3. Upon registration within the Application, the Controller grants a non-exclusive licence to the User; the licence is limited to the purposes of provision of the Application Services. The scope of the licence is not territorially limited. The licence is limited in time and this for the term of the Service Agreement. The licence is subject to charges up to the amounts invoiced in compliance with the

Services Price List. The User is not entitled to provide the licence to any third person without the prior consent of the Controller.

4. The User is not entitled to analyse the Application, to modify, amend, or complement it, to make copies of it, to process, amend, distribute, make a translation of the Application from the computer code into the source code, or to freely modify or adapt the Application according to the User's needs and this not even through any third persons. Furthermore, the User is not entitled to make a backup copy of the Application, not even via third persons, since such a copy is not necessary for its functioning and use. The User is not entitled to examine or test functioning of the Application or any of its elements in order to determine the principles based on which the Application has been created and developed. Any breach by the User of the conditions under this clause will constitute the ground for immediate blocking of the User within the Application. This shall be without prejudice to the Controller's entitlement to claim damages against the User.
5. By registering within the Application, the User does not acquire any title or property or personality related rights to the Application, software, or any element thereof. The User acquires only the right to use the Application in compliance with the terms and conditions specified herein.

Article XII Personal Data Protection

1. The Controller processes Personal Data of Users – natural persons (hereinafter jointly referred to as “Data Subjects”) for the purposes of registration and provision of the Application Services based on a contractual relationship under Article 6(1)(b) of GDPR and Section 13(1)(b) of Act No. 18/2018.
2. Scope of Personal Data processing:
 - a. The personal data provided upon registration and within use of the Application Services, in particular:
 - i. Compulsory data: name, surname, date of birth, city, post code, and country of residence, e-mail address.
 - ii. Optional data: middle name, place of birth, address, country, employer identification, profession, telephone number,.
3. The Controller is, based on their legitimate interest, authorized to send Users the e-mail messages reminding them of provision of the Application Services or other business offers concerning provision of the Application Services.
4. The Controller provides, within their activities, Personal Data to their external co-workers.
5. The Controller processes personal data of Data Subjects collected for registration purposes throughout the term of registration and 5 years after the end of registration.
6. The Controller does not delete Data Subjects' Personal Data collected and processed for the purposes of provision of the Application Services (*i.e. obtaining of a Certificate*) because such data represents the data necessary to enforce legal claims of Data Subjects under Article 17(3)(e) of the GDPR in conjunction with the provision of Section 23(4)(d) of Act No. 18/2018.
7. The Controller's contact data:
 - a. e-mail address: hello@digitalproof.io
 - b. contact address: Decent Group, a.s., Rajska 15, 81108 Bratislava, Slovakia.
8. Pursuant to the GDPR and Act No. 18/2018, Data Subjects have the following rights:
 - a. *Right to access*: The Data Subject is entitled to receive a copy of the personal information concerning him/her, which is processed by the Controller, as well as the details concerning use of his/her personal information by the Controller. The Controller will provide the Personal data usually in writing unless otherwise requested and where the Data Subject requests such a provision via electronic means, the information will be transferred electronically provided that it is possible.
 - b. *Right to rectification*: The Data Subject provides the Controller with Personal Data directly via registration within the Application and while making use of the Application Services. The Controller has adopted adequate measures to safeguard accuracy and completeness of the Personal Data processed by the Controller in respect of the Data Subject. The Data Subject has the right to request that the Controller rectify or complement his/her Personal Data.
 - c. *Right to erasure*: Under specific circumstances, the Data Subject has the right to request deletion of Personal Data where, for instance, the Personal Data processed by the Controller is no longer necessary for the original purpose or where the Data Subject withdraws his/her consent. Such a request shall be considered along with other factors. For instance, we might

have legal obligations resulting from special regulations, which means that the Controller will not be allowed to comply with the erasure request or where legal claims of Data Subjects are enforced, the Controller will not delete Personal Data upon the Data Subject's request.

- d. *Right to restriction of processing:* Under certain circumstances, the Data Subject may request that the Controller discontinues the use of his/her Personal Data where, for instance, the Data Subject believes that his/her Personal Data may be inaccurate or that the Controller does not need to use his/her Personal Data any longer.
- e. *Right to data portability:* Under certain circumstances, the Data Subject is entitled to request that the Controller transfer the Personal Data, which the Data Subject has provided the Controller with, to other third person at the Data Subject's discretion.
- f. *Right to object:* The Data Subject is entitled to object to the Personal Data processing that is based on legitimate interests. Where the Controller has no convincing legitimate reason for processing after the Data Subject files an objection, the Controller shall refrain from further processing of the Personal Data.
- g. *Rights related to automated decision-making:* The Data Subject has the right to refuse automated decision-making, including profiling, which has any legal or similarly significant consequence for him/her. Where the Data Subject has been subject to automated decision-making and does not accept the result, the Data Subject may contact the Controller, using the above specified contact data, and request a review of the decision concerned.

Article XIII Final Provisions

1. These GBTCs and the contractual relationship resulting from them shall be governed by laws of the Slovak Republic.
2. These GBTCs shall become valid and take effect on 25th of August 2019.