LEGAL

General Terms and Conditions

Effective from 26 October 2026 (v1.12; a change exclusively in favour of the User under Art. 17, effective immediately for everyone: points 10.2 to 10.4 [a top-up is a supply of the Service, the invoice arises immediately at the top-up and is the only tax document; credit on invoice is due in 14 days and, unpaid, is cancelled with a credit note, not a storno; the monthly statement is not a tax document; custom top-up amounts])

These General Terms and Conditions (hereinafter the "**Terms**", in Slovak "VOP") govern the rights and obligations of the contracting parties in the provision and use of Peppol services through the portal and the interface (API) available at **peppol.verteco.digital** (hereinafter the "**Service**"). The Terms are issued pursuant to § 273 of Act No. 513/1991 Coll., the Commercial Code, as amended (hereinafter the "**Commercial Code**"). Part of the user's obligations arises from the Peppol Interoperability Framework and from the Peppol Service Provider Agreement (version 4.0.2) concluded between the Provider and the Peppol Authority (Financial Directorate of the Slovak Republic), and is therefore passed on to the user as an end user of the Peppol network. By creating a user account and using the Service the user agrees to these Terms and undertakes to comply with them.

Informative translation. Only the Slovak wording is legally binding (General Terms, art. 21). In case of any discrepancy the Slovak text prevails. Open the Slovak version

1. Identification of the Provider

The Service is provided by:

Verteco digital services, s. r. o.

with its registered office at Daniela Dlabača 21, 010 01 Žilina, Slovak Republic

Company ID (IČO): 53412834, VAT ID (IČ DPH): SK2121358349

registered in the Commercial Register of the District Court Žilina, section: Sro, file no. 75936/L

certified Peppol Access Point / Peppol service provider, Peppol Seat ID: PSK001128

contact: peppol@verteco.digital, Bc. Norman Bystričan, MBA, tel. +421 948 355 017

(hereinafter the "**Provider**"). The Service is intended exclusively for persons who do not act as consumers (Art. 3 and 6); the contractual relationship between the Provider and the User is governed by the Commercial Code (Act No. 513/1991 Coll.).

2. Definitions

- **Peppol network**: a logical network enabling the secure and reliable exchange of electronic documents between end users through Peppol service providers, based on the Peppol Interoperability Framework.
- **Peppol Interoperability Framework**: the set of agreements, policies, procedures and technical specifications managed by OpenPeppol AISBL (the Peppol Coordinating Authority).
- **Peppol Authority (PA)**: the Financial Directorate of the Slovak Republic, Company ID 42499500, which governs the introduction and use of Peppol in the jurisdiction of the Slovak Republic.
- **Peppol Access Point / Peppol service provider**: an entity authorised to provide Peppol services; in these Terms, the Provider.
- **User / End user**: a natural person entrepreneur or a legal person who has set up an Account and on whose behalf documents are received and/or sent through the Provider (hereinafter the "**User**").
- **Account**: a user account protected by login credentials through which the User accesses the Service.
- **Company**: a business entity (identified by its Company ID (IČO) and VAT ID (IČ DPH)) that the User manages within the Account and on whose behalf documents are exchanged.
- **Document**: an electronic business document (in particular an invoice, a credit note, a tax report) exchanged in the Peppol network in the Peppol BIS 3.0 / EN 16931 standard.
- **API key**: an authentication token for machine (server-to-server) access to the Service.

Contact points and further information about the Peppol network are available on the website of the Peppol Coordinating Authority OpenPeppol AISBL (peppol.eu) and of the Peppol Authority, the Financial Directorate of the Slovak Republic (financnasprava.sk, peppol_support@financnasprava.sk).

3. Subject and nature of the Service

The subject is the provision of Peppol services in which the Provider acts as a Peppol service provider on behalf of the User in order to facilitate the exchange of documents in the Peppol network, in the service domains for which it is authorised: *Pre-award procurement*, *Post-award procurement* and *Tax reporting in Slovakia*.

The Service includes in particular the receipt and sending of electronic invoices, server-side validation of documents (EN 16931 + Peppol BIS 3.0), automated Slovak tax data reporting (TDD), company management and the API interface. The Service is of an **exclusively business (B2B) nature** and is intended exclusively for persons who do not act as consumers in relation to the Provider: entrepreneurs in the course of their business or profession, other taxable persons under the VAT Act and legal persons including municipalities, self-governing regions, budgetary and contributory organisations, schools, associations and public authorities. The Service is not

provided to consumers; by registering, by selecting the Provider on the portal of the Financial Administration of the Slovak Republic or by using the Service the User declares that it does not act as a consumer.

The User is solely responsible for the factual accuracy, completeness and lawfulness of the content of the exchanged documents; the Provider ensures their technical transmission and intermediation in the Peppol network.

4. Formation and duration of the contractual relationship, registration

The contractual relationship is formed by registering an Account and accepting these Terms at registration (by clicking the registration button), by accepting an invitation to the portal, or, where the User did not create the Account themselves, by the first entry into the Provider's portal (the first login). The contract is concluded electronically at a distance and for an indefinite period. By registering or entering the portal, the User declares that it is authorised to act on its own behalf or on behalf of the Companies it manages in the Account and that the data provided are true.

The mere selection of the Provider as a certified delivery service provider on the portal of the Financial Administration of the Slovak Republic (vpds.financnasprava.sk) does not create a contractual relationship. After such a selection the Provider shall without delay deliver the full wording of the Terms (including the PDF attachment) to the contact e-mail address given at the selection, together with access to the portal and a notice that by entering the portal the User undertakes to comply with the Terms; the contractual relationship is formed only by this first entry. Until the first entry the Provider charges the taxable entity that selected it nothing and provides it only with the free receipt of documents to the extent required by the Peppol network rules and the law; whoever does not enter the portal is not bound by these Terms. Where the contact e-mail address given at the selection already belongs to an Account that has accepted the Terms, the existing contractual relationship extends to that taxable entity from its assignment to the Account. The Provider records the moment and manner of acceptance of the Terms (version of the wording, time, account and the address from which the acceptance took place).

Until the e-mail address is verified the Account is not activated and the User does not gain access to the portal or to API keys. The Provider is entitled to refuse a registration or the creation of an Account without stating a reason.

5. Verification of the user's identity

Under the Peppol Interoperability Framework the Provider is obliged to verify the identity of the end user upon its registration (entity identification). The User is obliged to provide correct and current identification data, in particular the Company ID (IČO) and the Tax ID (DIČ); the Tax ID is mandatory, as it forms the Peppol identity of the Company (participant, 0245:DIČ) upon registration in the SMP lookup service; the VAT ID (IČ DPH) is provided by a Company that is a

VAT payer, and a foreign taxable person provides the tax identification number or the VAT identification number assigned by the state in which it is established. Upon the Provider's request the User is obliged to prove without undue delay its authority to act on behalf of the Company.

6. Obligations, representations and warranties of the user

By registering and using the Service the User confirms and warrants that it orders and uses the Service exclusively in the course of its business, profession or other activity under Art. 3 and that it does not act as a consumer in relation to the Provider. The contractual relationship between the Provider and the User is not a consumer contract and is governed by the Commercial Code (§ 261 para. 1 and 2 and § 262). This representation is a material contractual term on the basis of which the Provider provides the Service and determines its conditions, including the price, the scope of liability and indemnification.

The User undertakes and warrants that:

- the identification, billing and contact data it has provided and keeps up to date are true, correct, complete and current, including its identity and the identity of every Company managed in the Account (Company ID and Tax ID, for a VAT payer also the VAT ID);
- it is duly and fully authorised to act on its own behalf and on behalf of every Company on whose behalf documents are received or sent through the Service, and that this authority continues throughout the whole period of use of the Service; it shall inform the Provider without delay of the termination or restriction of such authority;
- it bears **full and sole responsibility for the factual content** of the documents exchanged on its behalf and warrants that this content is true, lawful and in compliance with the applicable legislation (in particular the acts on VAT, on accounting and on tax administration), as well as for any business obligations arising from it;
- the documents sent will be **technically correct and valid** according to the rules of the relevant Peppol document type, and the User will use exclusively the supported Peppol BIS specifications;
- it will protect its login credentials and API keys; any action carried out through its Account or API key is deemed an action of the User;
- it acknowledges the existence and role of the Peppol network and the fact that documents are delivered through independent Peppol service providers and the Access Points of other parties.

The User may manage several Companies in one Account and grant access to them to its accountant, tax adviser or other representative through the portal functions (invitation, team, company access). Such granting of access is an authorised making available of the Service and is neither a breach of Art. 7 nor a ground for a contractual penalty under Art. 15b; the User is responsible for the conduct of the persons to whom it granted access and may withdraw it at

any time. The Provider does not charge for the number of users, Companies or representatives in the Account.

6.1 Proof of authority and compliance on request. Upon the Provider's request, including where the Provider is asked to do so by the Peppol Authority or the Peppol Coordinating Authority under the Peppol Interoperability Framework, the User is obliged, without undue delay and at the latest within a reasonable period set by the Provider, to prove its authority to act on behalf of the relevant Company as well as the compliance of its activity, of the data provided and of the content of the documents it exchanges with these Terms, the Peppol Interoperability Framework and the legislation, and to provide the Provider with the necessary cooperation, documents and evidence for this purpose. This is without prejudice to the broader scope of the obligation under Art. 5.

6.2 Cooperation in investigations by authorities at its own cost. If any proceedings, investigation, inspection, audit or other measure of the Peppol Authority, the Peppol Coordinating Authority, a public authority or a supervisory authority (in particular the Financial Administration of the Slovak Republic or the Office for Personal Data Protection of the Slovak Republic) concerns a matter relating to the User, its Company, the data it provided or the content of the documents it exchanges, the User is obliged to provide the Provider with full and timely cooperation. The User bears the costs of cooperation only where the proceedings, investigation, inspection or measure were caused by a breach of its obligations, by untrue data it provided or by the content of the documents it exchanges, up to an aggregate amount of EUR 5,000 per calendar year; in other cases each party bears its own costs. The obligation to cooperate is not affected thereby and costs above the stated limit are borne by the Provider. Reasonable and demonstrable costs incurred by the Provider in this connection as a result of a circumstance attributable to the User (including the costs of legal, accounting and professional advice) shall be reimbursed by the User to the Provider as damage caused by the User's breach of obligations; the claim for their reimbursement is also governed by Art. 15. This paragraph is without prejudice to the Provider's own liability for its own breaches: the User does not bear costs or sanctions arising from a fault exclusively on the Provider's side, and this paragraph applies only to the extent permitted by law.

6.3 Notification duty. The User is obliged, without undue delay after becoming aware of it, to notify the Provider in writing of: (i) any suspected breach of these Terms, the Peppol Interoperability Framework or the legislation in connection with the Service; (ii) any security incident, suspected misuse of the Account or API key or loss of access credentials; and (iii) any asserted or threatened claim, sanction, fine, proceedings or measure by a third party, the Peppol Authority, the Peppol Coordinating Authority or a public authority relating to the Service, the User, its Company or the content of the documents it exchanges. Art. 19 applies mutatis mutandis to the delivery of this notification.

6.4 Materiality of representations. The representations and warranties under this article, as well as the obligations under points 6.1 to 6.3, are material. Their untruth, incompleteness or breach is deemed a material breach of the Terms and gives rise in particular to the Provider's claim to indemnification under Art. 15, whereby this indemnification claim constitutes a separate

(primary) obligation of the User and is not subject to the limitation of the Provider's total liability under Art. 14. This is without prejudice to the Provider's rights under Art. 16 (Suspension, blocking and termination) or to the User's liability for damages under the Commercial Code.

7. Prohibited use

The User must not in particular:

- use the Service for **fraud, spam, the spreading of malicious code** or other unlawful conduct;
- send documents with untrue, misleading or unlawful content, or on behalf of an entity it is not authorised to act for;
- disrupt the operation, security or integrity of the Service and the Peppol network, circumvent limits (rate limiting) or security mechanisms;
- make access to the Service available to unauthorised third parties.

Where indications of fraud, spam or other unlawful conduct are detected, the Peppol Authority may order the Provider to block the User's access to the Peppol network; the Provider is entitled to carry out such an instruction.

The User acknowledges that in the event of detected fraud, spam or other unlawful conduct carried out by the User or on its behalf **its access to the Peppol network will be blocked**. For a breach of the prohibitions under this article the Provider is entitled to a contractual penalty under Art. 15b of these Terms.

8. Rights and obligations of the Provider

- The Provider provides the Service in accordance with the Peppol Interoperability Framework and with the specific requirements of the Peppol Authority and carries out the testing needed to ensure compliance;
- carries out server-side validation of documents and records the traffic (sending and receipt of documents) for support and traceability purposes;
- provides the User with technical support and a contact point for reporting incidents;
- is entitled to suspend or restrict the Service in the event of a breach of the Terms, on the instruction of the Peppol Authority or for reasons of security or maintenance;
- implements appropriate technical and organisational measures to protect the integrity and confidentiality of data and has backup and recovery procedures in place;
- informs the User without undue delay, at the latest within 2 working days, of any enquiry, inspection, warning notice, doubt or initiated proceedings of the Financial Administration of the Slovak Republic, the Peppol Authority or OpenPeppol concerning the User or its Company, to the extent not prevented by a legal provision, a duty of confidentiality or an instruction of an authority; the User likewise informs the Provider of every such fact it

becomes aware of, and the parties provide each other with the necessary cooperation, information and documents in dealing with it, so that the situation can be remedied before a sanction arises.

9. Availability, maintenance and support

The Provider measures the availability of the Service continuously and publishes its history at peppol.verteco.digital/status; the target availability, response times, credits for failing to meet it and written confirmation of an incident are governed by the Service Level Agreement (peppol.verteco.digital/zmluvy/sla), which applies to every User without a separate arrangement. The Provider informs the User of a security incident that affected the User's documents or Account without undue delay, at the latest within 72 hours of its detection, with a description of the impact and the recommended course of action; for personal data the DPA applies. The Provider makes reasonable efforts to ensure high availability of the Service but does not guarantee uninterrupted and error-free operation. The Provider is entitled to carry out planned maintenance; it informs the User in advance of material planned outages. The Provider is not liable for unavailability caused by force majeure, a denial-of-service (DoS) attack or circumstances beyond its reasonable control.

The Provider is liable for damage arising as a result of continuous unavailability of the Service lasting longer than forty-eight (48) hours if the User proves a causal link between the damage and this unavailability; liability under this sentence is governed by Art. 14 and does not extend to unavailability under the preceding paragraph (force majeure, DoS, circumstances beyond the Provider's reasonable control) or to planned maintenance announced in advance. The delivery of documents in the Peppol network itself takes place at the transport layer independently of the availability of the portal; received documents are not lost through unavailability of the portal.

10. Price and payment terms (prepaid credit)

10.1 Price list. The Provider determines the business model and the prices of the Service independently. The current scope and price (including any free or trial mode) are set out in the price list at peppol.verteco.digital/cennik or in a separate order / contract. Unless stated otherwise, prices are quoted excluding VAT; VAT is applied in accordance with the applicable legislation (23 % at the time of issue of this wording). At the time of issue of this wording the remuneration for the Service is **€2 excluding VAT (€2.46 including VAT) per calendar month and Company (Company ID)** that sent at least one document in the given month or had the storage mode (Data archive, Art. 11a) switched on at the end of the month (hereinafter an "**active company**"; the receipt of documents or making them available to the User or its accountant does not constitute activity), plus **€0.01 excluding VAT per document** above 1,000 documents a month (sent and received together). Receipt of documents without the storage mode is free of charge up to 1,000 received documents a month. During the voluntary period **until 31 December 2026** the Service is provided free of charge and no remuneration arises. Changes to the price list are announced and take effect by the procedure under Art. 17; a price

increase is never applied retroactively and concerns only consumption after the date on which it takes effect. The Provider does not charge any fees not listed in the price list; data export, migration code, deregistration from the network, API keys, the number of users and representatives in the Account, the test environment and support are not charged.

10.2 Prepaid credit (payment in advance). The remuneration for the Service is paid **in advance**, in the form of prepaid credit. Credit is topped up by a payment in advance in the amounts of **€10, €25, €50 or €100 including VAT** or in a custom amount in multiples of €10 per individual Company, or per payer under point 10.6. Prepaid credit is a single-purpose voucher for the Service under § 9a of Act No. 222/2004 Coll. on VAT: its top-up is a supply of the Service to the extent of the amount topped up, and consumption under point 10.4 is the settlement of a Service already supplied; the credit is not electronic money, a deposit or a means of payment usable outside the Service. The Provider may add bonus credit to a top-up in the amount stated in the price list and shown when topping up in the portal; the bonus is additional credit, not a price discount, and the tax document is issued exclusively for the amount actually paid. A top-up is carried out exclusively by the User (owner or administrator of the Company) on its own instruction; the Provider does not store payment card data and does not initiate any payment itself. Credit may be topped up at any time, including during the voluntary period under point 10.1; nothing is deducted from it until 31 December 2026.

10.3 Crediting and tax document. A top-up of credit is a supply of the Service to the extent of the amount topped up (point 10.2): the Provider credits the amount immediately and at the same time issues an invoice (regular tax document) for the amount topped up and delivers it to the User electronically (by e-mail and, where applicable, also through the Peppol network); this invoice is the only tax document for the top-up, and consumption of the credit under point 10.4 gives rise to no further tax document. For a card payment via the payment gateway the credit is credited and the invoice issued at the moment the gateway operator confirms the payment. For a Company whose identity has been verified through the portal of the Financial Administration (selection of the Provider with a valid verification token), the Provider credits the amount and issues the invoice on its instruction at the moment the credit is ordered, with a due date of 14 days, and the User pays it by bank transfer (credit on invoice). Until the invoice is paid, the credit remains credited to the Company, the invoice remains valid and the Provider reminds the User of the payment by e-mail; if it is not paid even by the due date, the Provider withdraws the credited credit including the bonus and cancels the invoice with a credit note (corrective invoice) delivered in the same way as the invoice; the User then owes nothing. Default in payment or withdrawal of credit is not a termination of the contractual relationship and has no effect on the Company's registration in the Peppol network. A request for payment with payment details is neither an invoice nor a tax document; if the payment is not made, the request lapses automatically and nothing is charged.

10.4 Monthly consumption and statement. The remuneration for a calendar month is determined according to actual consumption under point 10.1 and the price list and **is deducted from the credit always on the 1st day of the following calendar month**; the first deduction takes place on 1 February 2027 for January 2027. For each deduction the Provider issues and makes available in the portal a monthly statement with a breakdown (numbers of sent and

received documents, remuneration and credit balance) by which the credit topped up is settled; the statement is neither an invoice nor a tax document, value added tax having been applied at the top-up of the credit under point 10.3; nothing is payable under the statement as long as the credit is sufficient. For a month in which no remuneration under point 10.1 arose for the Company, nothing is deducted from the credit. The Provider displays the current credit balance and all its movements continuously in the portal on the Company detail page.

10.5 Low and insufficient balance. When the balance falls below €5 the Provider notifies the User by e-mail. If the balance is insufficient for the deduction under point 10.4, the deduction is made into a negative balance and the User is obliged to top up the credit without undue delay, at the latest within fifteen (15) days of the notification, at least in the amount of the negative balance. Upon the fruitless expiry of this period the User is in default of payment; after a written request with an additional period of at least fifteen (15) days the Provider is entitled to suspend the paid parts of the Service (sending of documents and the storage mode) until the credit is topped up. Suspension is not a breach of the Service and does not relieve the User of the obligation to pay the remuneration incurred; the free receipt of documents under point 10.1 remains unaffected by the suspension. No payment is made automatically from the User's payment card or account; credit is topped up exclusively on the User's instruction.

10.6 Characteristics of credit and a joint payer. Credit is tied to the Company for which it was topped up. If a joint payer is set for several Companies (the “Invoice to another company” function), the consumption of these Companies is deducted from the payer's credit and the statement is consolidated, with a breakdown per Company. Credit does not bear interest, cannot be transferred to another Account or exchanged for cash and is not paid out during the contractual relationship; it has no time limit and does not expire with the passage of time.

10.7 Settlement upon termination of the contractual relationship. Upon termination of the contractual relationship, unused credit is first set off against the Provider's due receivables from the User (including the remuneration for the last, even incomplete, calendar month). The remaining unused credit lapses without compensation; this does not apply and the Provider refunds the unused balance (without bonus credit) by bank transfer within thirty (30) days of termination and issues the corresponding corrective document if the contractual relationship ended (i) by termination notice of the Provider without a breach of obligations by the User, (ii) by the lapse of the Provider's authorisation to provide Peppol services or by termination by the User under Art. 16 for the loss or suspension of the Provider's accreditation, authorisation or certification, (iii) by termination by the User for disagreement with a change of the Terms or the price list under Art. 17, or (iv) by withdrawal by the User for a material breach of the Provider's obligations. Bonus credit is never paid out.

10.8 Default. In the event of the User's default in paying a monetary obligation (including the obligation to top up credit under point 10.5) the Provider is entitled to default interest and a flat-rate compensation of the costs of asserting the receivable in the statutory amount. If the default continues even after a written request with an additional period of at least fifteen (15) days, the Provider is entitled to suspend the provision of the Service until payment; suspension is not a breach of the Service and does not relieve the User of the obligation to pay the fees due.

11. Data ownership and licence

The rights to the content of the documents and the related metadata processed by the Provider remain **the property of the User** or of the relevant end user; the Provider claims no ownership or equivalent rights to them. The Provider does not collect, distribute or make the content of documents available to third parties beyond what is necessary for the operation of the Peppol network, except on the User's instructions or under obligations arising from binding legislation. The content of documents and the Account data are stored in data centres in the European Union (Frankfurt am Main); the Provider will not transfer them outside the European Union and the European Economic Area without prior notice under the DPA and compliance with the conditions of Chapter V of the GDPR.

The Provider holds the rights to the software, the portal, the API and other intellectual property of the Service. The User is granted a non-exclusive, non-transferable licence to use the Service to the extent of these Terms for the duration of the contractual relationship.

11a. Retention of documents and the maximum encryption mode

11a.1 Two retention modes. The Service offers two modes of handling the content of documents, separately for received and for issued documents. In the **storage** mode (“Data archive” switched on in the portal for the given direction) the Provider retains the documents including the original XML files in a data centre in the European Union and the User has access to them in the portal for the duration of the contractual relationship. In the **maximum encryption** mode (“Data archive” switched off in the portal for the given direction; until 4 September 2026 labelled “Maximum data encryption”) the Provider does not retain the content of documents in the long term: it automatically and irreversibly deletes the readable copies of the document (the original XML and the preview) after the expiry of a period that the Company account owner may set on the company detail page in the range of one (1) to ninety (90) days; the default period is fourteen (14) days from the day the document was delivered or processed, and it runs anew from a change of the setting for the given direction. Only the operational metadata necessary for the operation and billing of the Service (in particular the document number, dates, status, direction and amounts) and the delivery receipt as evidence of delivery are retained. The deletion is also reflected in the encrypted database backups within their automatic rotation (as a rule within seven days of deletion); until then a copy exists exclusively in the backups for the purpose of disaster recovery.

11a.2 Default setting and change of mode. The default mode depends on the date the company was added to the Service: for companies added before 16 August 2026 it is the storage mode for both directions; for companies added from 16 August 2026 to 9 September 2026 the maximum encryption mode for both directions; for companies added from 13 September 2026 the storage mode for both directions. The Company account owner may change the mode at any time on the company detail page in the portal, independently for received and issued documents. The storage mode is charged according to the price list (Art. 10); the Provider displays the amount of the fee to the account owner directly when changing

the setting and states it in the welcome e-mail after adding a company. A company that had the storage mode switched on before 13 September 2026 does not pay a fee for it until the account owner changes the setting. By switching archiving off for a given direction, the deletion also extends to previously received or sent documents of that direction older than the stated period, including copies in the Provider's archive, of which the User is informed directly when making the setting. The Provider keeps a record of every change of the setting (date and time, account, e-mail and IP address of the person who made the change), retained for the duration of the contractual relationship and for 3 years after its end, which the contracting parties recognise as evidence of the User's instruction.

11a.3 Statutory archiving obligation of the User. The User acknowledges that the obligation to retain invoices and related documents for the period laid down by legislation (in particular § 76 of Act No. 222/2004 Coll. on VAT, as a rule ten years, and § 35 of Act No. 431/2002 Coll. on Accounting) is an obligation of the taxable entity. In the maximum encryption mode the archiving of the originals is ensured exclusively by the User; for this purpose the Provider delivers the original documents to the User upon their processing (by e-mail, webhook or via the API) and makes them available for download in the portal during the period under point 11a.1. The fruitless expiry of this period without downloading the document does not give rise to any liability of the Provider for the impossibility of making the document available subsequently.

11a.4 Obligations unaffected by the mode. The maximum encryption mode does not affect the fulfilment of the Provider's statutory obligations as a delivery service provider, in particular the validation and delivery of the document, the reports to the Financial Administration of the Slovak Republic under the legislation and the Peppol framework, and the retention of evidence of delivery. The operational logs of the Service are rotated continuously; the security access journal is retained for 365 days and does not contain the content of documents. Details of data processing are governed by the privacy notice.

11a.5 Storage capacity in the storage mode. The price of the Service includes, for every company, document storage with a capacity of **1 GB** (10^9 bytes). The capacity counts the content of the documents the Provider retains for the company (the original XML and the preview); operational metadata, delivery receipts and the Provider's backups and redundant copies are not counted. The Provider displays the current storage usage continuously on the company detail page in the portal and notifies the User by e-mail when 80 % of the capacity is reached. Once the capacity is full, the storage is **automatically extended by a further 1 GB** so that the delivery and retention of documents is not interrupted; each further commenced 1 GB above the included capacity is charged **the same as a further active company** according to the applicable price list (€2 excluding VAT per month at the time of issue of this wording) for each calendar month in which it was used even in part, and the Provider informs the User by e-mail without undue delay of the commencement of a further 1 GB. The User may reduce the usage at any time by downloading and unarchiving older documents or by switching the storage mode off for the given direction (Art. 11a.2); this does not change the fee for a block already used in the given month. In the maximum encryption mode the capacity is neither measured nor charged.

11b. Links to documents without login

11b.1 Nature of the function. At the User's request the Service may issue, for a received document, a link that makes its content (the original XML, the preview and the embedded attachments) accessible **without login and without verification of the identity** of the person using the link. The link carries its own random key tied to a single document and is valid for as long as the content of the document is stored in the Service (for a document the User does not archive, thus at the longest until the scheduled deletion of the content under point 11a.1); the User may revoke it at any time, individually or in bulk, and when issuing it via the API may also choose its own shorter validity. Links are issued via the API or in the portal.

11b.2 Switched off by default and the User's instruction. The function is switched off by default. It may be switched on exclusively by the Company account owner after logging in to the portal, after expressly confirming a warning about the risks; it cannot be switched on by means of an API key. Switching the function on and issuing a link are a documented instruction of the User as the controller of personal data within the meaning of Art. 3.1 of the data processing agreement. The risk of disclosure of the content of a document to a person who obtains the link outside the Provider's environment is borne by the User; this does not limit the Provider's liability for the security of the Service environment itself under Art. 14.

11b.3 Obligations of the User. The User treats links as access credentials: it passes them on only to persons authorised to see the given document, does not store them in publicly accessible places and, on suspicion of a leak, revokes them without delay or switches the function off, whereby all the company's links are invalidated. Passing a link to a person authorised at the User to handle the document (in particular the User's accountant or accounting system) is not making access available to an unauthorised third party under Art. 7 and 15b.

11b.4 Records and intervention by the Provider. The Provider records every use of a link (time, IP address, type of request) in the security journal under point 11a.4 and a record of switching the function on and off (time, account, IP address) similarly to point 11a.2, retained for the duration of the contractual relationship and for 3 years after its end. The Provider is entitled to revoke the User's links or suspend the function if it detects their misuse or a security incident, of which it informs the User. A link does not make available content that has been deleted under Art. 11a; the validity of a link does not create an obligation of the Provider to retain the content longer than follows from Art. 11a.

11c. Publication of network participation and references

11c.1 Public data of the Peppol network. The fact that the User's company is connected to the Peppol network, its participant identifier and the name in the business card are data that the Peppol network publishes (SML, SMP and Peppol Directory) and that anyone can verify. Upon registration of a participant the Provider publishes the company's business card (business name, country and identifier) in the Peppol Directory so that business partners can find it; for a

natural person entrepreneur it does so only on its instruction. The User may switch the publication of the business card on or off at any time by e-mail to peppol@verteco.digital (the Provider makes the change within 2 working days) and in the portal as soon as the switch is made available there; for a company under an intermediary's brand the instruction is given by the intermediary.

11c.2 References. A User that is a legal person agrees that the Provider may state its business name, Company ID and the fact that it receives or sends electronic invoices through the Service (including the month of connection) as a reference on its websites and in its business and marketing materials. In doing so the Provider does not publish any data about documents, their number, content or value or about the User's business partners. Natural person entrepreneurs are listed as a reference only with their express consent. Companies connected through an intermediary under its brand are not listed.

11c.3 Logo and quotation. The use of the User's logo, trademark, quotation or case study requires its separate consent granted in the portal or by e-mail; such consent may be revoked at any time.

11c.4 Refusal. The User may at any time refuse to be listed as a reference or revoke consent already granted in the portal or by e-mail to peppol@verteco.digital; the Provider removes the reference at the latest within 14 days of receipt of the refusal. The refusal has no effect on the provision of the Service, its scope or its price.

12. Confidentiality

The content of the exchanged documents is always deemed confidential. The contracting parties are obliged to maintain confidentiality about confidential information obtained in connection with the Service and to protect it against unauthorised access. The duty of confidentiality continues after the termination of the contractual relationship. This is without prejudice to statutory obligations to provide information to the competent authorities.

13. Personal data protection

An integral part of the contractual relationship is the Data Processing Agreement (DPA) under Art. 28 GDPR in the wording published at peppol.verteco.digital/zmluvy/dpa, which is concluded between the User as controller and the Provider as processor at the moment the contractual relationship is formed under Art. 4; in the event of a conflict the DPA prevails over these Terms in matters of personal data processing. The information obligation under Art. 13 GDPR is fulfilled by the separate document Privacy notice; any changes to it are governed by the procedure stated therein and are not a change of these Terms.

14. Liability for damage and its limitation

The User is solely responsible for the factual content of the documents and their compliance with the law. To the extent permitted by law the Provider **is not liable for indirect or consequential damage**, in particular for lost profit, loss of or damage to data, loss of business opportunity, business interruption and damage to reputation. The Provider is not liable for damage arising from the content of the standards and specifications determined by the Peppol Coordinating Authority, or for outages caused by force majeure.

Unless binding legislation excludes a limitation of liability, the Provider's total liability for damage arising in connection with the Service is limited to the amount of the payments made by the User for the Service for the period of twelve (12) months preceding the occurrence of the damage, but at least to EUR 500. The provisions of this article constitute a **limitation, not an exclusion**, of liability and do not constitute a waiver of the claim for damages in advance. The limitations of liability under this article do not apply to the extent that binding legislation does not permit them, in particular in the case of damage caused intentionally or by gross negligence.

The limitations of liability under this article (including the exclusion of indirect and consequential damage and the maximum limit of compensation under the preceding paragraph) apply in the relationship between entrepreneurs **exclusively to the Provider's liability towards the User**. These limitations in no way limit, reduce or otherwise affect the User's obligations and liability towards the Provider, which the User bears in full. The following in particular **are not subject to and are not affected by** the maximum limit of compensation or the exclusion of indirect and consequential damage under this article:

- the User's obligations to compensate damage and indemnify the Provider under Art. 15 of these Terms;
- the User's monetary obligations towards the Provider, in particular the obligation to pay the price of the Service, including default interest and flat-rate compensation and the reasonably incurred costs of asserting and enforcing them;
- damage caused by the User's unlawful, fraudulent, misleading or unauthorised use of the Service, by use of the Service contrary to Art. 7 of these Terms, by providing untrue identification data or by acting on behalf of an entity without authority under Art. 5 and 6 of these Terms, as well as damage caused by the User's infringement of the intellectual property rights of third parties or of the Provider;
- damage caused by the User's breach of the duty of confidentiality under Art. 12 of these Terms.

The User acknowledges and expressly agrees that a breach of its obligations under these Terms, the Peppol Interoperability Framework or the legislation may also cause the Provider indirect and consequential damage, in particular the loss of the authorisation to provide Peppol services, the suspension or exclusion of the Provider from the Peppol network, sanctions or claims asserted by the Peppol Authority or the Peppol Coordinating Authority, the costs of cooperation in an investigation and the related lost profit; the contracting parties regard such

damage as a foreseeable consequence of the breach within the meaning of § 379 of the Commercial Code.

The Provider's claims for damages and indemnification under this article and under Art. 15 survive the termination of the contractual relationship.

15. Indemnification and compensation of damage by the user

15.1 Primary obligation. The User undertakes to compensate the Provider for demonstrably incurred damage, as well as the reasonably incurred costs and expenses incurred by the Provider as a result of the User's breach of these Terms, the Peppol Interoperability Framework or the legislation, further as a result of the provision of untrue, incomplete or misleading data, the content of the User's documents or any other act or omission of the User or of persons for whom the User is responsible (in particular its employees, representatives, subcontractors and persons using its Account or API key). This obligation is a separate and primary obligation of the User to compensate the damage incurred; it is not a waiver of the Provider's claim for damages within the meaning of § 386 of the Commercial Code. This article applies to the extent that the User acts as an entrepreneur in the course of its trade or other business activity.

15.2 Scope of indemnification. The indemnification under point 15.1 includes in particular:

- fines and sanctions imposed by public authorities, in particular the Office for Personal Data Protection of the Slovak Republic, the Financial Administration of the Slovak Republic and the Slovak Trade Inspection, which were demonstrably caused by the User's breach of these Terms or of the legislation, to the extent and under the conditions of point 15.3;
- sanctions, measures and other adverse consequences imposed or adopted by the Peppol Authority or the Peppol Coordinating Authority under the Peppol Interoperability Framework or the Peppol Service Provider Agreement, including the publication of non-compliance, the suspension or withdrawal of the Provider's authorisation to provide Peppol services, as well as the reasonably incurred costs of providing cooperation in the investigation of such non-compliance, in each case only if they were demonstrably caused by the User's breach of these Terms or of the legislation;
- compensation of damage and payments made to third parties, the Peppol Authority or the Peppol Coordinating Authority, including sums paid under a settlement concluded by the Provider reasonably, with professional care and after prior consultation with the User; the User's consent to a settlement must not be unreasonably withheld and is deemed granted if the User does not respond within ten (10) working days of receipt of the request, and is not required if the delay would threaten the suspension or exclusion of the Provider from the Peppol network or the missing of a statutory or procedural time limit;
- the reasonably incurred costs of legal defence, legal representation, expert assessment and proceedings before courts and public authorities, in an aggregate amount not exceeding EUR 2,000 per individual case; this limitation does not apply if the claim or sanction arose as a result of the User's intentional conduct.

15.3 Sanctions imposed directly on the Provider; assertion as damages. The obligation under points 15.1 and 15.2 also applies to cases where a fine, sanction or damage was imposed on or incurred directly by the Provider, if its cause was an act or omission of the User under point 15.1. The Provider asserts the amounts of fines and sanctions under point 15.2 against the User exclusively as compensation for damage caused by the User's breach of obligations (taking into account the causal link and foreseeability under § 379 of the Commercial Code), only to the extent permitted by law and exclusively to the extent that their cause is neither a breach of the Provider's own statutory obligations nor its own fault. The Provider is not entitled to pass on to the User fines or sanctions imposed for the Provider's own breach of the law; this is without prejudice to the Provider's right of proportionate recourse between independent controllers under Art. 82 para. 5 of Regulation (EU) 2016/679 (GDPR).

15.4 Relationship to the limitation of liability. The User's obligations under this Art. 15 are independent of the limitation of liability under Art. 14 and are not subject to the maximum limit of compensation under Art. 14 of these Terms.

15.5 Assertion of claims and cooperation. The Provider informs the User without undue delay of an asserted claim or imposed sanction that was demonstrably caused by the User's breach of obligations and to which this article applies. The User provides the Provider with the necessary cooperation, information and documents; without the Provider's prior written consent the User shall neither acknowledge a third party's claim nor conclude a settlement in a manner binding on the Provider. The Provider is entitled to conduct the defence against such a claim in its own name and in doing so acts with professional care and so as to prevent the occurrence of damage and to mitigate its extent (§ 384 of the Commercial Code). The Provider is entitled to unilaterally set off its receivables arising under this article against any due and not yet due receivables of the User from the Provider.

15.6 Survival. The User's obligations under this Art. 15 survive the expiry or termination of the contractual relationship.

15a. Notification of a claim, conduct of the defence and set-off

15a.1 Nature of the article. This article governs the performance of the User's obligations under Art. 15 and applies exclusively in relationships of a business (B2B) nature under Art. 3 of these Terms; the User confirms that it enters into the contractual relationship in the course of its business activity. This article does not extend the substantive scope of the User's obligation under Art. 15; it applies only to the extent permitted by law.

15a.2 Notification of a claim. If a third party, the Peppol Authority, the Peppol Coordinating Authority or a public authority asserts against the Provider a claim, sanction or fine that may give rise to an obligation of the User under Art. 15, the Provider informs the User thereof without undue delay in the manner under Art. 19. The omission or delay of this notification does not affect the User's obligations under Art. 15; the Provider's claim is, however, reduced by that part by which it demonstrably increased exclusively as a result of the delayed notification.

15a.3 Cooperation and documents. The User is obliged to provide the Provider, at its own cost and without undue delay, with all necessary cooperation, information, documents and evidence for the assessment of and defence against the asserted claim, as well as for the fulfilment of the Provider's obligations towards the Peppol Authority, the Peppol Coordinating Authority or a public authority, including cooperation in their investigation or audit. This is without prejudice to the User's obligation under Art. 5.

15a.4 Prohibition of acknowledging a claim. Without the Provider's prior written consent the User must not acknowledge or settle the asserted claim (or any part of it), undertake any performance in respect of it, or make any statement or act that could worsen the Provider's legal position in relation to the claim.

15a.5 Conduct of the defence. The Provider is entitled, after consultation with the User and with professional care, to conduct the defence against the claim, to conduct the relevant proceedings, to determine the legal representation and procedural strategy and to decide on the claim, settle it or satisfy it; if the claim is to be borne by the User under Art. 15, the Provider requests the User's written consent to the settlement or satisfaction of the claim, which must not be unreasonably withheld and is deemed granted if the User does not respond within ten (10) working days or if a time limit is running in the proceedings whose missing would worsen the Provider's position. The User is entitled, at its own cost, to comment on the matter and to propose a course of action; the final decision rests with the Provider. A settlement or satisfaction of the claim carried out by the Provider with professional care binds the User for the purposes of its obligations under Art. 15.

15a.6 Costs of the defence. The Provider's claims under Art. 15 also include the reasonably incurred costs of legal defence and proceedings, in particular the costs of legal representation, court and administrative fees, the costs of experts and advisers and the costs of cooperation incurred as a result of the User's breach of obligations, in an aggregate amount not exceeding EUR 2,000 per individual case; this limitation does not apply if the claim arose as a result of the User's intentional conduct.

15a.7 Not subject to the cap. The Provider's claims under Art. 15 and this Art. 15a are not subject to the limitation of liability under Art. 14.

15a.8 Unilateral set-off. The Provider is entitled to unilaterally set off any monetary receivable it has from the User, in particular the claim for indemnification and compensation of damage under Art. 15 and Art. 15a and the claim for a contractual penalty, where agreed, against any monetary sum that the Provider is to refund or pay to the User, in particular against overpayments, refunds, the credit balance or other performance in favour of the User. Only a receivable that is due and that the User has acknowledged, that has been awarded by a final decision or against which the User has not raised an objection within fifteen (15) days of receipt of its quantification under Art. 19 may be set off; the Provider shall not unilaterally set off a disputed receivable against the credit balance or other performance in favour of the User until it is acknowledged or finally decided. The Provider is entitled to set off the claim for indemnification and compensation of damage in the amount it quantified and notified to the User under Art. 19. The set-off is without prejudice to the Provider's right to assert its

receivables in another manner, or to the User's right to seek a review of the amount of the receivable by a court. § 580 et seq. of the Civil Code and § 358 et seq. of the Commercial Code apply mutatis mutandis to the set-off.

15a.9 Survival. The provisions of this article, as well as the obligations under Art. 15, remain in force after the expiry of the contractual relationship.

15b. Contractual penalty

This article applies exclusively in relation to a User who acts as an entrepreneur in the course of its trade or other business activity (Art. 3); the contractual relationship is governed by the Commercial Code. The contractual penalty under this article is a private-law sanction for a breach of a contractual obligation of the User; it does not replace and does not pass on to the User public-law sanctions imposed on the Provider for its own fault.

The contracting parties have agreed on a contractual penalty for the serious breaches of the User's obligations under Art. 5, Art. 6 and Art. 7 of these Terms listed below. The User acknowledges that these contractual penalties are not an end in themselves: they correspond to the sanctions and measures that directly threaten the Provider for such conduct of the User on the part of public authorities and the authorities of the Peppol network, in particular on the part of the Financial Administration of the Slovak Republic as the Peppol Authority of the Slovak Republic and the OpenPeppol Coordinating Authority under the Peppol Service Provider Agreement, including the suspension or permanent withdrawal of the Provider's authorisation to provide the delivery service, which would mean a threat to the Service for all its users. The amount of the contractual penalties is therefore agreed as proportionate to the significance and value of the obligations thus secured (§ 301 of the Commercial Code). The User is obliged to pay the Provider a contractual penalty if it:

- upon registration or when managing a Company provides untrue or materially misleading data about its identity or other untrue identification data, or acts on behalf of an entity (Company) it is not authorised to act for: **in the amount of EUR 1,000** for each such breach;
- sends through the Service a fraudulent or fictitious document, or a document the untruth, fictitiousness or unlawfulness of whose content it knew of or ought to have known of with professional care: **in the amount of EUR 500** for each such document;
- disrupts the operation, security or integrity of the Service or the Peppol network, or circumvents the limits (rate limiting) or security mechanisms of the Service: **in the amount of EUR 1,000** for each such breach;
- makes access to the Service, in particular login credentials or an API key, available to an unauthorised third party: **in the amount of EUR 1,000** for each such breach; passing a link to a document under Art. 11b to a person authorised at the User to handle the document is not such making available.

For the avoidance of doubt: the contractual penalty under this article arises exclusively for the conduct listed in the preceding paragraph. It does not arise from the mere receipt of documents

addressed to a Company, from ordinary use of the Service in accordance with the Terms, from a technical error or from default in payment; the obligation to pay a contractual penalty therefore never applies to a User who uses the Service only to receive documents and does not engage in any of the listed conduct.

The Provider's claim to the contractual penalty arises irrespective of whether the breach of the obligation caused the Provider damage; circumstances excluding liability under § 300 of the Commercial Code do not affect the User's obligation to pay the contractual penalty. Each individual breach is assessed separately; if the breach continues or is repeated, a claim to the contractual penalty arises separately for each such breach; the aggregate of contractual penalties under this article per calendar year shall not exceed EUR 10,000. The contractual penalty is payable within fifteen (15) days of receipt of the Provider's written request for its payment; the request is delivered under Art. 19.

In addition to the contractual penalty the Provider is also entitled to compensation for damage caused by the breach of the obligation to which the contractual penalty relates, but the contractual penalty paid is credited against this compensation; the Provider is entitled to compensation only in the amount exceeding the contractual penalty paid. Payment of the contractual penalty does not extinguish the User's obligation to perform the obligation secured by the contractual penalty (§ 545 para. 1 of the Civil Code). The limitation of liability under Art. 14 of these Terms applies exclusively to the Provider's liability towards the User and does not limit the User's obligations, including its obligation to pay the contractual penalty and compensate damage under this article.

The assertion or payment of the contractual penalty is without prejudice to the Provider's right to indemnification under Art. 15, or to its right to suspend, block or terminate the provision of the Service under Art. 16; where several claims are asserted for the same breach, the same damage is not compensated twice. The Provider is entitled to unilaterally set off its due claim to the contractual penalty against the User's receivables from the Provider. If the mandatory pre-action negotiation under Art. 20 applies to the assertion of the claim for payment of the contractual penalty, this is without prejudice to the Provider's right to seek an interim or preliminary measure, or to carry out a suspension or blocking under Art. 16. The arrangements on the contractual penalty remain in force after the expiry of the contractual relationship.

16. Suspension, blocking and termination

The Provider is entitled to suspend or block the User's access with immediate effect in the event of a material breach of the Terms, on suspicion of fraud, spam or unlawful conduct, or on the instruction of the Peppol Authority. The Provider informs the User of the suspension and, where possible, states the means of remedy.

The suspension or blocking is limited to the extent and time necessary to avert the risk or to comply with the instruction; the Provider states the reason and, once it has ceased to exist, restores access without undue delay, at the latest within 2 working days. In the case of a breach that is not fraud, spam, a security risk, default in payment or a breach of an instruction

of the Peppol Authority, the Provider grants the User a reasonable period for remedy, at least 5 working days, before withdrawing. The Provider suspends the receipt of documents addressed to a Company only on the instruction of the Peppol Authority, in the case of fraud or in the case of a security risk. The Provider's right to suspend, block or terminate the Service in the event of misuse under Art. 7 is not affected thereby.

The contractual relationship may be terminated by agreement, by termination notice of either party with a notice period of one (1) month, or by withdrawal in the event of a material breach that was not remedied within a reasonable period. The notice period begins to run from the first day of the month following the month in which the notice was delivered to the other party. The contractual relationship terminates automatically if the Provider loses the authorisation to provide Peppol services. If the Provider loses the accreditation as a certified delivery service provider, the authorisation to provide services in the Peppol network or a certification that the rules of the Peppol network or the Peppol Authority require at the given time as a condition for providing the Service (in particular ISO/IEC 27001), or if they are suspended, the Provider informs the User thereof without undue delay, at the latest within 2 working days, and the User is entitled to terminate the contractual relationship at any time with immediate effect without any sanction; the Provider provides cooperation in the transition to another provider (migration code, data export under this article). A change of provider is possible at any time and free of charge: the Provider issues the migration code at the request of the Company owner in the portal without undue delay, at the latest within 2 working days, and deregisters the Company from the network within the time limits of the Peppol Authority of the Slovak Republic, at the latest within 3 working days of the expiry of the relationship or of the request. The Provider retains the records of the sending, delivery and receipt of documents (time data, message identifiers, delivery receipts) even after the deletion of the content of documents and after the expiry of the relationship for the document retention period under § 76 of the VAT Act and issues an extract from them to the User on request. After termination the Provider enables the User, within a period of ninety (90) days, to export its data free of charge in machine-readable form (original XML, delivery receipts and metadata) to the extent it holds them (with the maximum encryption mode under Art. 11a switched on the content of documents is continuously and irreversibly deleted and only data that have not been deleted can be exported), and subsequently deletes them, with the exception of data it is obliged to retain under the legislation and the Peppol framework.

17. Amendment of the Terms

The Peppol Interoperability Framework and the Peppol Service Provider Agreement are subject to change management by the Peppol Coordinating Authority and the Peppol Authority; such changes may be binding on the Provider and require an update of these Terms. The Provider is entitled to amend the Terms also for other reasons (legislative changes, development of the Service). The Provider informs the User of an amendment of the Terms (including price increases in the price list) by e-mail and in the portal at least thirty (30) days before it takes effect; amendments exclusively in favour of the User and amendments required by a legal

provision or a binding instruction of the Peppol Authority may take effect earlier. The User's consent to the amendment is not required. If the User does not agree with the amendment, it is entitled to terminate the contractual relationship at any time from the notification of the amendment with immediate effect without any sanction, at the latest by a notice delivered by the date the amendment takes effect; by continuing to use the Service after the amendment takes effect it expresses its agreement with the updated Terms. The Provider publishes every amendment with a version number, date and summary of changes (peppol.verteco.digital/changelog); it makes previous versions of the Terms available on request. An amendment of the Terms does not affect rights and claims that arose before it took effect.

18. Complaints and dispute resolution

Complaints and suggestions may be submitted to peppol@verteco.digital. The Provider handles a complaint without undue delay.

The Service is intended exclusively for persons who do not act as consumers (Art. 3 and 6). Should binding consumer protection legislation nevertheless apply to the relationship, such a person has the right to alternative dispute resolution through the competent ADR entity, which is in particular the Slovak Trade Inspection (soi.sk), or another entity entered in the list kept by the Ministry of Economy of the Slovak Republic.

19. Communication and delivery

The contracting parties communicate primarily electronically. Notices of the Provider are deemed delivered on the working day following their sending to the User's e-mail address stated in the Account; notices published in the portal are deemed delivered upon the User's first login after publication. Substantive legal acts (in particular termination notice and withdrawal) take effect upon delivery under the general rules. The User is obliged to keep its contact e-mail address up to date; the consequences of it being out of date are borne by the User.

20. Governing law, dispute resolution and jurisdiction of courts

20.1 Governing law. These Terms and all legal relationships, rights and obligations arising from or related to them (including questions of their formation, validity, interpretation, performance and expiry, as well as claims for damages, indemnification under Art. 15 and contractual sanctions) are governed exclusively by the law of the Slovak Republic as the state of the Provider's registered office, in particular the Commercial Code; this is a choice of law under Art. 3 of Regulation (EC) No 593/2008 (Rome I). The application of conflict-of-law rules that would lead to the application of another legal system, as well as of the United Nations Convention on Contracts for the International Sale of Goods, is excluded.

20.2 Preliminary negotiation of a dispute. The contracting parties undertake to make a sincere effort to resolve any dispute, claim or disagreement arising from these Terms or from the Service first by mutual agreement. Before filing an action on the merits, a contracting party is obliged to deliver to the other contracting party a written notice of dispute containing a description of the subject matter of the dispute, its factual and legal basis and the proposed manner of resolution (hereinafter the "**Notice of Dispute**"). The Notice of Dispute is delivered to the Provider at the contact address under Art. 1 of these Terms (including the e-mail address peppol@verteco.digital) and to the User in the manner under Art. 19 of these Terms; Art. 19 applies mutatis mutandis to determining the moment of delivery. Upon delivery of the Notice of Dispute a period of at least thirty (30) days begins to run during which the contracting parties are obliged to negotiate in good faith on an amicable resolution of the dispute; at the request of either party at least one negotiation takes place within this period in person, by telephone or electronically.

20.3 Filing an action. A contracting party is entitled to file an action on the merits only after the fruitless expiry of the period under paragraph 20.2, if the dispute was not settled within it, or earlier if the other contracting party refuses in writing to accept delivery of the Notice of Dispute, declares in writing that it will not negotiate, or fails to take part in the negotiation without reason. Completing the preliminary negotiation under this article is a contractual obligation of the contracting parties; if a contracting party files an action prematurely in breach of this article, the other contracting party is entitled to point this out and the prematurity of the filing may be taken into account when deciding on the costs of the proceedings. This article is without prejudice to the jurisdiction or competence of the court under paragraph 20.5, does not limit the right to judicial protection and does not shorten the limitation or preclusion period.

20.4 Exceptions. The procedure under paragraphs 20.2 and 20.3 is not a precondition and does not prevent a contracting party from:

- seeking from a court an interim measure, a protective measure or another preliminary or protective means of protecting rights;
- exercising the Provider's right to suspend, restrict or block the User's access under Art. 16 of these Terms, as well as carrying out an instruction of the Peppol Authority (these acts are neither an action nor proceedings before a court);
- asserting a due monetary receivable, in particular for payment of the price or remuneration for the Service or of sums under Art. 15 of these Terms, if the other contracting party was requested in writing in advance to pay with an additional period of at least fifteen (15) days and this period expired fruitlessly; a written request for payment (reminder) with such content is deemed a Notice of Dispute for the purposes of this article. This is without prejudice to the right to assert the claim in order-for-payment proceedings or by an application for a payment order, or to the right to set off receivables, which is not an action;
- taking any act or asserting any claim where the delay caused by following the stated procedure could cause the contracting party irreparable or hardly reparable harm, or which prevents the expiry of a limitation or preclusion period or the extinction of a right.

20.5 Jurisdiction of courts. If the dispute is not resolved by the procedure under this article, the courts of the Slovak Republic have exclusive jurisdiction to hear and decide it (for a User with its registered office in another Member State of the European Union this is an agreement under Art. 25 of Regulation (EU) No 1215/2012); local jurisdiction is governed by the Code of Civil Contentious Procedure. This is without prejudice to the exclusive or special jurisdiction or competence of a court arising from binding legislation.

20.6 Consumer. Should the User exceptionally be a natural person who is a consumer (Art. 18), the provisions of paragraphs 20.2 to 20.4 apply towards that person only to the extent that they do not conflict with consumer protection legislation; this is without prejudice to that person's right to alternative dispute resolution under Art. 18 of these Terms.

21. Final provisions

If any provision of the Terms becomes invalid, unlawful or unenforceable, the remaining provisions are not affected thereby; in place of the invalid provision the provision that best corresponds to its purpose applies (severability clause). The Terms together with the documents they refer to constitute the entire agreement of the contracting parties on the subject matter and supersede previous arrangements relating to it. In the event of a conflict between documents the following order of precedence applies: (1) an individual written contract or order, (2) the DPA in matters of personal data processing, (3) the SLA in matters of availability and support, (4) these Terms, (5) the price list and documentation.

Neither party is liable for a delay in or failure to perform an obligation (other than the obligation to pay) caused by circumstances excluding liability under § 374 of the Commercial Code or by force majeure (in particular natural events, war, large-scale outages of electricity, internet or cloud infrastructure, measures of public authorities); the affected party informs the other party of such a circumstance without undue delay.

The User is not entitled to assign or transfer rights and obligations from the contractual relationship without the Provider's prior written consent. The Provider is entitled to transfer the contractual relationship to a legal successor upon the sale of the enterprise or a part of it, or to a person within the Provider's group, provided that the level of the Service is maintained; it informs the User of the transfer.

The Terms are drawn up in the Slovak language; the Slovak wording is binding and translations serve for information only. These Terms take effect on the date stated above.