

GENERAL TERMS AND CONDITIONS

1. These General Terms and Conditions (hereinafter referred to as the "General Terms") determine the use of the FADEUS System, including the website www.fadeus.app and its content.
2. Before using the FADEUS System, carefully read the following general conditions.
3. By completing the registration in the FADEUS System, you agree to be bound by these general terms and conditions and any changes to them. If you do not agree with these general conditions or do not wish to be bound by them, do not use the FADEUS System.
4. The general conditions of FADEUS System for individual Subjects and their Clients and are an integral part of the Agreement between the Provider and the Subject, or Providers and Clients, which is created by registration in the FADEUS System.

Article 1 Introductory provisions

1. The provider is the company FADEUS s.r.o., Doležalova 3424/15C, Bratislava - Ružinov district, 821 04, ID number: 54928176, registered in the Commercial Register of the Bratislava I District Court, section: sro, insert no. 164050/B, email: support@fadeus.app.
2. The FADEUS system is an electronic reservation system intended mainly for the management of reservations for the dates of the Subject's services, which can be reserved by the Subject's Clients through the web interface. The Provider allows people to use the FADEUS system through remote access to the Provider's server on which the system is located, including data stored in the system by the Subject or its Clients. The Subject as well as its Client access the System through an Internet browser or mobile application.

3. Definition of terms

- 3.1. Subject's e-mail address - the e-mail address that the Subject specified as his when registering contact address;
- 3.2. Client's e-mail address - the e-mail address that the Client provided during registration as his contact address;
- 3.3. Regulation – Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016 on the protection of natural persons in the processing of personal data and on the free movement of such data,
- 3.4. General conditions – these conditions including their possible attachments,
- 3.5. Registration – registration of the Entity and the Client in to the System
- 3.6. Agreement – Agreement on making the System available. The inherent general conditions, including their appendices, are an integral part of the Agreement.

3.7. The FADEUS system (hereinafter also the "System") - the online reservation system specified in paragraph 2 of this article.

3.8. Subject – a natural or legal person providing barber/barber shop services who has entered into an Agreement with the Provider. The entity has full responsibility for its Clients.

3.9. User interface – the online environment that the Provider makes available to the Subject and the Client after its registration. The Subject and the Client can use the User Interface to access their data, to documentation relating to the system and to all services and information provided by the System.

3.10. Client – a natural person, using the services of the Entity, who can use the System to monitor available dates and enter online reservations, make payments, evaluate the Entity and use other options provided by the Provider or the System.

3.11. Party – contracting party, i.e. Subject, Client or Provider.

3.12. Profile – basic information related to the Subjection of the Services offered.

A. Relationship between the Provider and the Subject

Article 2 Concludes the contract between the Provider and the Subject, contractual conditions

2.1. The contract is concluded exclusively with persons who operate a commercial activity and can be identified through one of the business identifiers (primarily VAT number), or with legal entities. The system is not intended for use by consumers, and neither the Contract nor the Veto general conditions have the nature of a consumer contract in the sense of § 52 et seq. Act No. 40/1964 Coll. Civil Code.

2.2. The Subject concludes the contract with the Provider electronically through the Subject's registration by entering their e-mail and password. The contract is concluded the moment the Provider sends a confirmation email to the Subject's email address. The confirmation e-mail contains a link to activate the User Interface. After confirming the activation link, the Subject can log in and use the System through the User Interface. The entity may register only after agreeing to these general conditions, which form an integral part of the Agreement and govern the mutual rights and obligations of the Contracting Parties resulting from the Agreement. Upon registration, the Subject will have a User account through which it will have secured access to the System.

2.3. The entity is obliged to provide all required information correctly and truthfully. The Provider relies on the accuracy and truthfulness of the information provided by the Subject. In case of any information changes, the Entity is obliged to update them immediately within the System. The Provider is not responsible for any damage that the Subject may incur in connection with the violation of this obligation. More information on how the Provider processes personal data can be found in the Provider's Personal Data Protection Directive.

2.5. The entity is obliged to pay a monthly membership fee in the System in the amount of 29.00 EUR per month/barber starting from the calendar month following the conclusion of the Agreement. The use of the System for the first calendar month following the date of conclusion of the Agreement is provided free of charge. The monthly membership fee is automatically paid every month from the bank account that the Subject specified during registration. In the event that the Entity is registered in the System as a Barber shop, a monthly membership fee of 29.00 EUR for each barber who performs service in the

Barber shop. The current price of the monthly membership is available in the System and may change. The Entity is entitled to cancel the automatic monthly membership payments in its User Account at any time, whereby the Entity withdraws from the Agreement. Until the expiration of the relevant monthly membership period, for which the Subject has already paid, he will be able to use the benefits of the membership.

2.6. The entity is obliged to specify some information regarding the services provided, in particular the address of the service, opening hours, price for the service, service offer (type of haircut, massage, washing), expected time of service performance, etc. The Subject's user account is editable.

2.7. The appointment reservation by the Client is based on the so-called "dynamic term calendar" based on the estimated time of service performance determined by the Entity. The subject is entitled to cancel the reservation of the date, no later than sixty 60 minutes before the scheduled date of service performance, of which the Client is informed through a notification via the System. The Provider is not responsible for cancellation of the booked date by the Subject.

2.7. The entity is entitled to choose the option of payment for the services provided (online payment, on-site payment, or a combination) within its Profile. Within its profile, the entity has an overview of the payments made for its services (via the System, as well as payments on the spot and returned payments due to the cancellation of the appointment) and an overview of the income for the services provided during a specific time period. The Provider reserves the right to an amount in the amount of 3% from each transaction made through the System via the Client's payment card.

2.8. If the Subject makes monthly membership payments for a period of at least twelve consecutive calendar months, he is automatically included in the competition, the conditions of which will be determined by the Provider.

2.9. The Subject has the possibility for a fee of EUR 299 per month to have a top profile in the System, when the Subject's profile is published in the top position within the list of Subjects. The price for the mentioned service is subject to change and is payable one month in advance. The Entity will make payment to the Provider for the aforementioned service to the Provider's bank account.

2.10. The Provider undertakes to make the System available to the Subject, to the extent and under the conditions specified in these general terms and conditions.

2.11. The subject undertakes to use the System in accordance with these general terms and conditions and to pay the price of the monthly membership to the Provider according to point 2.5., or the price for the top profile according to point 2.9., if he uses this service.

2.12. The Subject acknowledges that all notices, warnings, invoices and other written actions regarding the Contractual relationship between the Parties may be sent by e-mail sent to the Subject's e-mail address. The Provider will send such e-mail to the last known e-mail address of the Subject.

2.13. The Provider has the right to temporarily block or cancel the Subject's User Account in the event of a substantial violation of the general conditions, for example, the Provider's copyright or in the event that the Subject's User Account is reported by the Client or a third party after giving reason.

Article 3 Conditions of operation of the System

Access passwords

3.1. The entity is obliged to keep its access passwords confidential and treat them as confidential information. The Provider is not responsible for the disclosure of access passwords that are stored in encrypted form in the System.

Data backup, data handling

3.2. The System allows the Provider to export data stored in the System, including data about online reservations, Clients and payments. The Subject has the option to back up its data on an ongoing basis and acknowledges that the Provider does not perform any backup of the Subject's data, and is not responsible for any loss or damage to data stored in the System by the Subject.

System update, shutdowns

3.3. The Provider is entitled to continuously develop the System and carry out updates. Updates will be carried out mainly for the purpose of improving the stability of the System, as a response to developments in the field of information technology, or for the purpose of improving functionality.

3.4. Any modifications to the System, its graphic design, content, and any other modifications are not a defect of the System. The entity does not have the right to access previous versions of the System or to request custom modifications. The provider can change the functionality at any time without prior notification of this fact to the Subject. However, this should not affect the previously agreed maximum number of reservations.

3.5. The Provider has the right to terminate further development of the System. About such a factW

3.5. The Provider has the right to terminate further development of the System. The Subject informs about such a fact in advance.

3.6. The provider is to carry out system maintenance and its authorized modifications on an ongoing basis. In this context, the Provider is entitled to suspend or limit the operation of the System (outage).

Obligation of the Subject when using the System

3.7. The subject must not:

- a. violate the security measures of the System or launch possible attacks on it, especially by inserting malware (computer viruses, Trojan horses, ransomware, etc.) or other objectionable content or code, must not damage, block, disrupt, overload the System and change, change or bypass the processes built into the System ;
- b. remove or use a certain part of the System or information obtained from it for the purpose of creating data, make the same part of the database,
- c. copy or further use the Provider's trademarks or publish any false information about the Provider or the System,
- d. Obtain information or obtain further dissemination of login disclosure in connection with the Agreement,

- e. use the system in a different way than usual,
- f. otherwise use the System in violation of legal regulations.

3.8. The Entity is responsible for the breach of the Agreement by any person to whom it makes the System or User Account available, in the same way as if it had breached the Agreement itself.

3.9. The Provider is entitled to publish information in its information and advertising materials about the fact that the Subject used or has used the Provider's services. The method of use must not be the good name of the Subject.

3.10. The Provider is authorized to send information in the form of e-mail containing news in the System or information regarding other services of the Provider. The Provider may request consent to send other information related to the Provider's business services, in which case he must always request consent that provides him with all information in accordance with legal regulations and regulation. The subject can periodically revoke his consent to the sending of information, free of charge and without the same conditions or sanctions.

Use of the System, copyright

3.11. The entity is an authorized system to the extent agreed in the general terms and conditions

3.12. The system and its individual times may be protected by copyright and other intellectual property rights of the Provider. The entity does not acquire any intellectual property rights from the Provider. All intellectual property rights to the System belong to and remain retained by the Provider. The Entity will use the System as a service and will not have copies of its source code. Unauthorized infringement of copyright may be considered a criminal offense.

3.13. The Provider grants the Subject a limited, non-uniform, revocable, non-transferable and non-assignable right to the normal use of the System. The entity may not decompile the System or modify it in any way. The authorization is limited to the duration of the Agreement.

Responsibility, obligation of silence

3.14. The Provider must confirm that it does not participate in any way in the creation of the content that the Subject communicates, shares or stores through the System. The Provider is not responsible for the content of the Subject, if it is already presented on its website, in the User Interface, Profile or otherwise made available by the Subject to third parties.

3.15. The entity shall ensure compliance of the content presented through the System with legal regulations. The entity may not use the System to create, share or disseminate any content that is illegal, misleading, fraudulent, infringing the rights of third parties, creates a sense of danger, does not respect the dignity of others, harasses or humiliates, content that could be considered unsolicited or inappropriate advertising, in particular, will not offer services that are not related to the purpose of the System, otherwise it violates legal regulations or other conditions related to the use of the System.

3.16. All claims of persons in connection with the illegal content presented through the System are obliged to demand their own costs and any claims of persons responsible in this connection against the Provider.

3.17. As soon as the Provider becomes aware of a violation of the rulesP set forth herein by the Entity, the Provider may:

- a) temporarily limit or temporarily or completely remove illegal content and/or
- b) delete or disable all data stored by the Subject on the Provider's servers through the System.

3.18. The Entity undertakes to indemnify the Provider and release it from liability for damages that the Provider incurs or will be claimed against it in connection with the content of the Entity that arises from or in connection with the content of the Entity, including, among other things, any claims that such content is violated or misused by the Entity rights of third party.

Liability for defects and damage

3.19. The Subject itself is fully responsible for data backups and the Subject database entered into the Subject System. The Provider also does not make backups and is not responsible for the loss or damage of the Subject's data, regardless of the reason for this. The subject takes note of this.

3.20. The Provider is not responsible for a defect or unavailability of the System or for damage caused in this way, if the Provider was not at fault, e.g. was caused by the Subject or a technical or other obstacle that occurred independently of the Provider's will and which does not allow him to remove it. This is mainly understood as cases of technical malfunctions of imputable Subjects or a third party providing relevant services to the Subject or the Service Provider for the operation of the System. In such a case, the Subject shall not be liable for defects, damages or other claims.

3.21. The Provider is not responsible for the failure of the System or the damage associated with it, if it was caused by a third party in connection with a third party that provides external services connected to the System. This also applies to the situation where the outage or damage was caused by an incorrect setting or configuration for which the Entity is responsible within the System administration, in particular it may be an incorrect configuration of the online payment gateway.

3.22. The entity is responsible for any defects and deficiencies in the provision of services to its clients. The Provider excludes liability for damage that may arise in accordance with the service provided by the Entity, unless it is caused by intent or gross negligence on the part of the Provider or is excluded or limited according to applicable legal regulations.

Article 4 Termination of contracts

4.1. The contract is concluded for an indefinite period until it is terminated, for example due to the cancellation of the User account or non-payment of the monthly membership fee even after notification of correction by the Provider. Either party may terminate the Agreement by written notice delivered to the other party. Termination of the Subject is carried out in the user interface with immediate effect. In case of termination by the Provider, the notice period is 1 month from the date of delivery of the termination to the Subject's e-mail address. During the notice period, all obligations resulting from the contract remain binding and the Subject has full access to the System during this period.

4.2. The Subject's right to use the System expires only if the Subject has been inactive within the User Interface in the last twelve months (the Client has not made a reservation for the Subject's services). This inactivity is considered a loss of interest in the Subject and termination of contracts. In this case, the

Subject is not obliged to write a written notice according to point 4.1. and termination of the Agreement take effect automatically.

4.3. Both the Subject and the Provider may withdraw from the Agreement in the event of a substantial breach of the obligations specified in these general conditions, e.g. failure to pay the monthly membership fee according to point 4.1.

4.4. Withdrawal from the Agreement must be made in text form via e-mail or the written address of the seat of one of the parties. The withdrawing party shall state the reasons for withdrawal in the withdrawal. A valid withdrawal is effective delivery to the e-mail address, or to the address of the registered office of the party, only if the withdrawing party arrives at a later moment of termination of the contract.

Article 5 Settlement of contracts

5.1. Termination of the Agreement for any reason does not affect the rights and obligations, which by their nature should continue even after the termination of the Agreement, in particular the responsibility for damage and the obligation to compensate. Furthermore, as far as the parties specifically do not agree otherwise, terminated Contracts or membership do not affect the entity's obligation to pay any invoiced amounts, nor do they establish a right to refund already paid amounts, monthly membership prices and profile topping. The Entity is not entitled to a refund of the price paid to the Provider for the performance of the Agreement.

5.2. Due to the fact that the Subject has access to all data stored in the System in the usual data formats (e.g. receiving payments for services from clients over the exact time), and can often export them, the Provider is not obliged to help the Subject with migration to another platform, nor the obligatory kind of cooperation with these obligations.

5.3. After the expiration of thirty calendar days from the termination of the Agreement, the Provider will delete all data of the Subject stored on the Provider's server. The subject takes note of this fact, as well as the fact that deleted data cannot be restored after their removal.

Article 6 Final provisions Unilateral changes to general conditions

6.1. The Provider has the right to change or supplement the general conditions from time to time to a reasonable extent and due to changes in legislation, technological changes related to the functions of the System or the handling of the Subject's data, due to the expansion of changes to the System, the introduction of new services by the Provider, etc.

6.2. Changes to the general conditions will be sent by the Provider to the Subject's e-mail address or through the user interface and will be published on the Provider's website.

6.3. The amended general terms and conditions shall enter into force on the date specified in the amended general terms and conditions, but not before notification of their change.

6.4. With regard to the general conditions, he has the right to reject them and to disagree with the Contract with the Provider by giving notice within the period of the fifteenth day, when the Subject was informed of the change. The Subject shall send the termination to the Provider via e-mail message or mail to the address of the Provider's registered office. The notice period is one (1) month from the date

of delivery of the notice. In the event that the Subject does not terminate the contractual relationship according to this point, it is assumed that it agrees with the changes to the general terms and conditions.

General provisions

6.5. All legal relations between the Subject and the Provider are governed by the legal order of the Czech Republic. Any disputes will be resolved by mutual agreement, and in the case of unsuccessful dispute resolution, the relevant general courts of the Czech Republic will decide.

6.6. If some provisions of the general conditions are invalid or ineffective, or become so, the validity of the other provisions is not affected instead of the provision.

6.7. The contract can be concluded in the Slovak language. The contract is archived in electronic form and is available to you for any required situation.

6.8. The Provider is entitled to assign, in whole or in part, any of its rights or obligations resulting from these general conditions to a related company, legal successor, buyer or acquirer of its business assets related to the Provider without the prior consent of the Entity.

6.9. The entity is not entitled to assign, in whole or in part, any of its rights and obligations under these general conditions

B. Relations between the Provider and the Subject's Client

Article 7 User Accounts

7.1. The Client has a limited, non-exclusive, revocable, non-transferable and non-assignable right to access and use the System and the content made available through the System in the form offered by the Provider, exclusively for the purposes specified in the general conditions. Any rights not expressly granted in these general terms of service are reserved by the Provider and its licensors.

7.2. In order to be able to use the System, the Client must create a user account according to the registration instructions provided in these general terms and conditions. The Client registers in the System by entering his e-mail and password and entering certain personal data, such as name, address, e-mail, telephone number and at least one valid payment method. The contract is concluded at the moment when the Provider sends a confirmation e-mail to the e-mail address of the Client. The confirmation e-mail contains a link to activate the User Interface. After confirming the activation link, the Client can log in and use the System through the User Account. The contract is concluded for an indefinite period until it is terminated, for example due to cancellation of the User Account.

7.3. The Client hereby agrees to keep accurate, complete and up-to-date information regarding his User Account. More information about how the Provider processes the Client's personal data can be found in the Provider's Personal Data Protection Directive. Access data to the System are private. The Client is obliged to treat the access data to the User Account and similar information necessary for access to the Client's User Account as confidential information and to use them in a secure manner so that no third party has access to them. The client can have only one personal User account. The user account can subsequently be edited by the Client.

7.4. In the event that the Client suspects that an unauthorized person has obtained the access data to the Client's account, or that an unauthorized person has access to the Client's account, he is obliged to

immediately inform the Provider of this fact. The Client is responsible for each account under his User Account.

7.5. In order for the Client to use the System, he must provide the Provider with information about a valid payment card. The Provider does not store information about the Client's payment instrument; Veto information is stored by the third party providing payment services to the Provider. The Client hereby agrees to pay for all reservations made through the System to any of the listed payment methods, with the exception of those that will be paid directly at the place of service performance by the Subject. The Client is obliged to update the information about a valid payment card that he entered in his User Account.

7.6. The Provider reserves the right to cancel or temporarily block the User Account in the event of a substantial violation of the general terms and conditions, for example the Provider's copyright or in the event that the Client's User Account is reported by the Entity or a third party after giving a reason, especially if:

- a) The Client abuses the System or causes damage to the Provider, or acts against the Provider,
- b) The Client acts against the Entity,
- b) the Provider reasonably believes that the Client is acting fraudulently when using the System,
- c) The client enters a false reservation of the service date (e.g. does not pay or is not present at the place of performance of the service by the Entity) or otherwise fails to comply with its obligations arising from these general conditions;
- d) there are reasonable doubts about the correctness or authenticity of the reservation of the service date; or
- e) The Client threatens the Provider, harasses him or shows racist or other behavior towards him that the Provider considers inappropriate.

7.7. If the Provider or Entity cancels a specific reserved service term that has already been paid for by the Client, the Provider will transfer the relevant amount to the same bank account from which the Client remitted the payment.

7.8. The Client may cancel the User Account at any time by following the procedure specified in the User Account. Cancellation of the User Account terminates the Agreement.

Article 8 Payments and payment terms, appointment booking

8.1. The Client chooses the Entity based on the information offered by the Entity in its profile and reserves the service date. The client is entitled to pay in advance for the service with the payment card specified in the User Account. The Client's obligation to pay with a payment card arises when the Subject reserves the service date by choosing the option to pay for the service in advance. All date reservations made by the Client are binding and obligate the Client to pay the set price if he is obliged to make this payment (that is, if he pays for the service in advance and not directly at the place where the service is performed by the Entity). The Provider subsequently collects the payment on behalf of the Subject.

8.2. The Entity is entitled to choose the payment option for the services provided, which the Client will be informed about in the Entity's profile.

8.2. The payment will be automatically charged from the Client's payment card after booking the date and paying the amount. The Provider is entitled to block the relevant amount on the Client's payment card on behalf of the Subject after the date has been booked. The Provider reserves the right to an amount in the amount of 3% from every single transaction made in the System via the Client's payment card.

8.3. The price does not include any bank fees for transferring the payment.

8.4. The client is entitled to have a maximum of two dates reserved at the same time. At the same time, the client is obliged to reserve an appointment so that it takes place within a maximum of 30 calendar days from the day of booking the appointment.

8.5. The client is entitled to cancel the reservation of the service date no later than two (2) hours before the start of the service date. In the case of later cancellation of the reservation, the Client is obliged to contact the relevant Entity and agree on a date individually, which will be informed about in his User Account through notification via the System. The Subject is also entitled to cancel the reservation of the date, which he is obliged to inform the Client about through a notification via the System. The Provider is not responsible for cancellation of the booked date by the Client.

Article 9 Benefits for Clients

9.1. The Client can participate in the competition for non-material prizes in the event that he performs ten (10) online payments for booking dates through the System and if the reserved dates have not been canceled by the Entity or the Client. The minimum number of online payments for appointment reservations may change.

9.2. The provider is entitled to unilaterally set the conditions applicable to participation in competitions and promotions. Further information will be provided on the website of the Provider, or in the system.

9.3. Prizes in kind cannot be exchanged for cash. The Provider is entitled to demand the return of any winnings from the Client if he suspects or suspects that they were provided illegally or in violation of these general terms and conditions.

Article 10 Final Provisions

10.1. The relationship between the Provider and the Client is adequately covered by Article 2 to Article 6 of these general conditions.

10. 2. All legal relations between the Provider and the Client are governed by the legal order of the Czech Republic. Any disputes will be resolved by mutual agreement, and in the event of an unsuccessful resolution of the dispute by agreement, the general courts of the Czech Republic are competent to decide.

10.3. If any provision of the general conditions is invalid or ineffective, or becomes so, the validity of the other provisions is not affected instead of the invalid provisions.

This version of the general terms and conditions applies from 2/15/2023.

