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## GENERAL TERMS AND CONDITIONS FOR PROVISION OF SERVICES

### GoBigname

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#### 1 INTRODUCTORY PROVISIONS

- 1.1 These general terms and conditions (the “GTCs”) for the provision of the Services by Big Name s. r. o., with its registered office at Tallerova 6, 811 02 Bratislava, Slovak Republic, Identification No.: 46 946 101, registered in the Commercial Register of the City Court Bratislava III, section: Sro, insert No.: 86288/B (“GoBigname” or the “Provider”), provide for the related mutual rights and obligations between the Customer and the Provider, the process of purchasing the Services, determine the terms and conditions of their provision and other facts relevant to the provision of our Services.
- 1.2 As a Customer, you agree to these GTCs and the Privacy Policy published also on the Website valid at the time of entering into the Agreement by confirming your will to be bound by their provisions, including, without limitation, through the function designated to that end located in the electronic order form (Order) on the Website, prior to beginning to use the Services.
- 1.3 Any legal relationships not explicitly provided for by these GTCs shall be governed by the applicable laws of the Slovak Republic, unless stipulated otherwise.

#### 2 INTERPRETATION

- 2.1 Copyright Act means Act No. 185/2015 Coll., the Copyright Act, as amended.
- 2.2 Work means the result made by the Provider as part of the provision of a specific Service or Services to the Customer. The Work shall satisfy the attributes of a work made in accordance with the provisions of the Commercial Code and may also satisfy the attributes of a work under the Copyright Act as well as the attributes of any other intangible asset, especially those of a designation under the Trademarks Act and a design under the Designs Act.
- 2.3 License means the granting by the Provider of the consent to use the Work to the Customer, in the manner, to the extent and under the conditions specified in the Agreement or these GTCs.
- 2.4 Commercial Code means Act No. 513/1991 Coll., the Commercial Code, as amended.
- 2.5 Order means an offer for an agreement for the provision of the Services submitted by the Customer to the Provider and/or the approval of the proposed budget and the applicable terms and conditions of the Provider by the Customer, via e-mail, a third-party application providing communication services (e.g., Whatsapp, Facebook, Messenger, Threema, Viber Messenger, etc.), or in any other appropriate manner as agreed by the Parties.
- 2.6 Provider means GoBigname as defined in clause 1.1 of these GTCs.
- 2.7 Assigned Persons means natural persons in an employment or similar relationship with the Provider (i.e., first and foremost the employees of the Provider) or natural persons who, on the basis of contractual or other business relations with the Provider, perform various activities and works for the Provider related to or having the nature of Services and directly or indirectly participate in the creation of the Work as the result of the provided Service.

- 2.8 Services means the Provider's services consisting in creating, transforming, or modernising the Customer's overall identity in his/her/its business and marketing relationships by creating and designing his/her/its business name/name, his/her/its logo or unique font style; all the results of the Provider's activities taken together are related to and complete the identity of the Customer and include the services the definition of which is included in clauses 2.9 to 2.11 of these GTCs. Services shall also include the organisation and provision of participation in a Workshop as defined in clause 2.12 of these GTCs.
- 2.9 Naming means a Service consisting in the creation and submission of a pre-agreed number of names of products, companies, services, platforms, ingredients, technologies, pharmaceutical products, or other items according to the Customer's specific request; as standard, the Provider shall create and submit 10 (in words: ten) proposed names, from which the Customer shall then choose one final name. The Naming Service shall also include the Services related to trademark registration. A more detailed definition of the provision and use of the Naming Service is contained and defined in clauses 3.12 et seq. of these GTCs.
- 2.10 Branding means a Service consisting in the creation of selected elements of the visual and verbal identity of the Customer's brand (in the context of the brand's strategy) that allows the Customer to easily identify and distinguish them from other entities and his/her/its products in business relationships.
- 2.11 Tailor-made Font means a Service consisting in the creation of a unique and one-of-a-kind font and font style tailored to the Customer according to his/her/its specific requirements and needs, capable of distinguishing the Customer or his/her/its products from other entities and his/her/its products in business relationships.
- 2.12 Workshops means a Service of organising a course, and the education within the course, focusing on an area according to the current offer of Workshops published on the Provider's Website.
- 2.13 Linguistics means a Service consisting in performing linguistic inspection of names, whether created by the Provider as part of the provision of Services, or in inspecting the name of the Customer not created by the Provider, to ensure minimisation or complete elimination of any problems, primarily in areas of cultural and colloquial language, pronunciation and spelling, possible perception of the name as an offensive one, whether in historical or contemporary context or in the area of possible negative meaning of the name and connotation, as standard in the most used world languages using the work of linguistic specialists.
- 2.14 Trademark Registration Related Services means the activity consisting in the inspection of names, or their parts or word bases, in trademark registers and other public registers, the result of which is a search assessing possible conflicts in the proceedings for granting protection for a particular designation in the form of a trademark. As agreed by the Parties, the Provider may, through its business partners, also provide for other acts necessary and related to the granting of protection of a designation in the form of a trademark.
- 2.15 Related Services means the Linguistics and Trademark Registration Related Services provided by the Provider in addition to the provision of another Service as part of the provision of another Service chosen by the Customer.
- 2.16 Trademarks Act means Act No. 506/2009 Coll. on Trademarks, as amended.
- 2.17 Designs Act means Act No. 444/2002 Coll. on Designs, as amended.
- 2.18 Website means the website <https://www.gobigname.com/>.
- 2.19 Customer means a natural person – entrepreneur, or a legal person.
- 2.20 Agreement means an agreement in electronic form, which usually takes the form of accession to these GTCs, the Privacy Policy as well all related legal documents, information, and instructions to provide the Services and deliver the Work, as amended at the time of the provision and use of the Services.
- 2.21 Party means the Provider and the Customer who have concluded the Agreement with each other.

### **3 ORDER, SUBJECT-MATTER OF THE AGREEMENT, AND PROCEDURE FOR ITS CONCLUSION**

- 3.1 The Customer concludes an Agreement with the Provider on the basis of an Order. The conclusion of the Agreement shall be preceded by the following acts performed by the Parties:

- a. choice of a specific Service (or Related Services) from the Provider's offer to the Customers; the individual Services listed below may be cumulated or individually adapted to the needs of a specific Customer on the basis of an agreement of the Parties,
  - b. sending the Order by the Customer and confirming the Order by the Provider, or sending an amended proposal of the Agreement to the Customer and its subsequent acceptance,
  - c. sending an invoice for the Services chosen by the Customer and its payment.
- 3.2 The Customer shall send the Order via e-mail, a third-party application providing communication services (e.g., Whatsapp, Facebook, Messenger, Threema, Viber Messenger, etc.), or in any other appropriate manner as agreed by the Parties. An Order placed by the Customer by phone will not be accepted (except for an Order placed via mobile phone by sending an SMS message to the Provider's phone number, or in case of confirmation of an Order made by phone within 3 (in words: three) days in writing, electronically, for example by e-mail.
- 3.3 In the Order, the Customer shall choose the type of the Service (or Related Services) to be provided to them by the Provider after the conclusion of the Agreement; the individual types of Services from which the Customer may choose shall be the Services set out in clauses 2.9 to 2.15 of these GTCs; the Services may be cumulated. The Customer may get acquainted with a more detailed specification of individual types of Services on the Provider's Website as well as by contacting the Provider in any form permitted by the Provider.
- 3.4 In an Order, the Customer may, in addition to the Services Naming, Branding and Tailor-made Font, also order Related Services, unless these are automatically part of the provided Service. The Customer shall be informed whether a Related Service is part of the Service chosen by the Customer within the specification of the Service contained on the Website, or when presented with a price offer.
- 3.5 An Order must contain the choice of the Service or Services (or Related Services) that the Customer wishes to be provided with. In an Order, the Customer may also state the time of delivery of the Service; if the Customer does not, the time will be supplemented by the Provider together with information on the total price for the ordered Service, maturity of invoices for its payment, delivery terms, namely the time of delivery of the Service or the Work by the Provider and the method of delivery of the Work.
- 3.6 The Agreement shall be concluded by paying the invoice. The day of payment shall be the day on which the funds specified in the invoice are credited to the Provider's account. As standard, the Provider shall issue an invoice for the payment of the first part of the total price of the Services of 50% (in words: fifty percent); the Customer shall pay the invoice before the start of performance by the Provider.
- One the Service has been provided in its entirety, the Provider shall deliver to the Customer an invoice for the payment of the remaining part of the price of the Service to be paid by the Customer duly within the period specified therein.
- 3.7 If the Parties agree to start providing the Services immediately after agreeing on the essentials of the Agreement, even without issuing an invoice for the first half of the Services pursuant to clause 3.6 of the GTC, or agree to start providing the Services before the due date of the invoice, the moment of concluding the Agreement shall be the moment of approval of the essential requirements of the Agreement or the Order by the Party to which the proposal or supplemented proposal of the Agreement has been submitted.
- 3.8 By sending an Order, the Customer confirms to have been acquainted with the nature of the Service and the total price for the Service. If the Customer finds the specification of the Services on the Website insufficient, he/she/it may request additional information from the Provider at any time both in the Order and during the conclusion of the contractual relationship. If the Customer does so only after the conclusion of the Agreement, the Customer shall be considered to have been duly informed before concluding the contractual relationship. The Order and the agreement of the Parties contained in their mutual communication conducted during the conclusion of the Agreement shall take precedence over the provisions of these GTCs, unless the Parties agree otherwise.
- 3.9 Together with the invoice pursuant to clause 3.6 of the GTCs, the Customer shall also receive these GTCs, the Personal Data Protection Policy document and other documentation necessary and relating to the contractual relationship between the Customer and the Provider. The subject-matter of the Agreement on the provision of the Service shall be the Provider's obligation to provide the Customer with the ordered Service and the Customer's obligation to pay the agreed price for the Service in accordance with the payment terms under the Agreement and these GTCs. The subject-matter of the Agreement shall also include the rights and obligations of both Parties and other relevant facts stipulated by the Agreement.

- 3.10 The provisions of these GTCs, the content of which does not follow the specific type of the Services provided, shall apply to all forms appropriately.
- 3.11 By placing an Order, the Customer sends a proposal to conclude the Agreement the duration of which shall be definite, for the period until the proper provision of the Service provided for by the Agreement.

#### DETAILED SPECIFICATION OF THE PROVISION OF THE SERVICE NAMING

- 3.12 The Customer may conclude an Agreement with the Provider for the provision of the Service Naming.
- 3.13 The conclusion of the Agreement for the provision of the Service Naming shall be initiated by the Customer expressing an interest in concluding the Agreement by sending an Order. Unless the Parties agree otherwise, the Service Naming, as defined in clause 2.9 of these GTCs, shall be provided by the Provider to the Customer under the following terms and conditions:
- As part of the provision of the Service, the Provider shall provide the Customer with 10 (in words: ten) proposed names created by the Assigned Persons, based on the Customer's assignment;
  - From the names thus submitted by the Provider, the Customer shall then choose 3 (in words: three) names that thus get into the shortlist, from which the Customer shall choose one final name;
  - The Customer shall then choose 1 (in words: one) the final name deemed by him/her/it the most appropriate depending on his/her/its requirements and needs; this name will be provided by the Provider to the Customer together with the granting of any Licenses or consents required, in accordance with Article 6 of these GTCs.
- 3.14 If the Customer does choose none of the names submitted by the Provider according to clause 3.13 of these GTCs, the Provider shall provide the Customer with the names beyond the names already provided, usually 3 (in words: three) names or their variations, based on the feedback provided by the Customer. Provision of names beyond the names or their variations already provided shall be part of the provision of the Service Naming and part of the total price for the Service Naming. The number of names delivered under this clause of these GTCs may vary in accordance with the individual agreement of the Parties.
- 3.15 If the Customer does not choose the name from the names delivered in accordance with clause 3.14 of these GTCs, it shall be without prejudice to any other performance under the Agreement and the Service shall be considered delivered properly and on time; the Agreement concluded between the Parties for the delivery of the Service Naming shall be deemed terminated unless the agreement of the Parties provides otherwise. In such a case, the Provider shall be entitled to payment of the full price for the Service, in any case at least to the extent of the part of the price for the Service paid before its provision in accordance with the invoice issued under clause 3.6 of the GTCs.
- 3.16 The provisions of this part of the GTCs shall also apply to the Services Branding and Tailor-made Font accordingly, provided that no other regulation follows from the agreement of the Parties or these GTCs. "Accordingly" shall be construed so as to not apply to the number of graphic or other designs; for these purposes, the Provider shall usually prepare 1 (in words: one) proposal, unless the Parties agree otherwise in advance.

#### DETAILED SPECIFICATION OF THE PROVISION OF THE SERVICE WORKSHOPS

- 3.17 The Customer may conclude an Agreement with the Provider for the provision of the Service Workshops in the form of personal or online participation of the Customer's employees or other natural persons who are in a business or similar relationship with the Customer at a lecture, workshop, conference, or webinar led by the Provider. The Service Workshops may be provided to a Customer who is a legal person or to its employees either in person, with the physical participation of a Workshop participants or online, in the form of a conference call between the Provider and the Customer's employees.
- 3.18 The Customer shall place an Order for the Service Workshops by e-mail, in person, or in any other suitable manner as agreed by the Parties. When placing an Order, the Customer shall provide the Provider with data on the specific type of a Workshop for which the Customer expresses interest in the Order. In the Order,

the Customer shall also provide information on how many natural persons are to participate in the Workshop pursuant to the Order.

- 3.19 In the case of the Service Workshops, the Order shall also specify the proposed date of the Workshop set by the Customer. If the Customer is engaging in an already planned Workshop with a predetermined date, this information shall not be provided and the Customer shall adapt to the planned date of the event (Workshop) in order to obtain proper performance of the Agreement.
- 3.20 An Order sent by the Customer shall constitute a proposal to conclude the Agreement. The Agreement shall be concluded once the confirmation of receipt of the Order has been sent by the Provider to the Customer to the e-mail address or other contact address specified in the Order. The Customer may cancel the Order until the moment of receipt of the confirmation of receipt of the Order by the Provider. The confirmation of receipt of an Order shall also include these GTCs of the Provider as well as an invoice to be paid by the Customer before the Workshop on or before the maturity date specified therein.
- 3.21 Since the Customer may express interest in a Workshop the date and other essentials of which are not specified in advance, it is likely that such an Order will not satisfy all the requirements on the basis of which the Agreement may be performed unambiguously. For this reason, in some cases, in particular, without limitation, if the Workshop Order relates to an unplanned event with the date and conditions proposed exclusively by the Customer, the Provider shall respond to this Order by preparing and sending an offer for a specific Service, which offer shall constitute a proposal to conclude the Agreement. In this case, the Agreement shall be concluded once the Customer has confirmed the proposal to conclude the Agreement. The Customer may make this expression of will in case of the obligation to pay the invoice for part of the price of the Service or the entire price of the Service in advance by its payment or by a written expression of will whereby the Customer accedes to the proposal to conclude the Agreement.
- 3.22 The subject-matter of the Agreement on the provision of the Service Workshops shall be the Provider's obligation to provide the Customer with the option to take part in a Workshop depending on the type and pursuant to the terms and conditions specified in the Agreement and the Customer's obligation to pay the agreed price for the Service in accordance with the payment terms under the Agreement and these GTCs.
- 3.23 The subject-matter of the Agreement for the provision of the Service Workshops shall also be the rights and obligations of both Parties and other relevant facts stipulated by the Agreement, especially, without limitation, the Customer's obligation not to infringe on copyright and other intellectual property rights that are part of the process of provision of the Service Workshops and at the same time comply with the rules of participation in a Workshop necessary for its proper and undisturbed course.

#### **4 PRICE OF SERVICES AND INVOICING**

- 4.1 The Price shall be the amount expressed in cash in Euro charged for the Services chosen by the Customer in an Order. The total price for a Service shall be notified to the Customer by the Provider in a price offer sent to the Customer by the Provider in response to the Customer's Order or the Customer's proposal to conclude the Agreement.
- 4.2 The price charged for the Services chosen by the Customer shall be paid in accordance with the invoices issued by the Provider on a one-time basis or in two parts, depending on whether in the particular case, the Provider requires payment of the full price of the Service in full at once or issues an invoice to the Customer to pay part of the price of the Service before performance under clause 3.6 of the GTCs and subsequently an invoice for the remaining part of the price of the Service after its proper provision. The deadline to fulfil the obligation to pay the price of the Services shall depend on the maturity date of individual invoices. The Provider shall deliver the invoice to the Customer's e-mail address that the Customer states for this purpose or through which the Customer communicates with the Provider.
- 4.3 If an invoice is issued to the Customer for the payment of part of the price of a Service before performance pursuant to clause 3.6 of the GTCs, the Provider shall start providing the Service only after the funds have been credited to the Provider's account. If the Customer does not make the payment in accordance with the invoice for part of the price of the Service due before the performance, the Provider shall not start providing the Services and the Agreement shall be cancelled on the day following the last due date of the invoice, unless the Parties agree otherwise. If the Parties agree to provide the Services before the end of the deadline for payment of the invoice or invoices for the Services and the Customer does not pay the

price of the Services within the period specified in the invoice, the Provider may withdraw from the Agreement. The Provider shall retain the right to remuneration for the Services provided until the date of withdrawal from the Agreement; this shall be without prejudice to the Provider's right to compensation for damage incurred. For any Work created by the Provider as of the date of withdrawal from the Agreement under this clause of the GTCs, the provisions of Articles 5 and 6 of these GTCs shall also apply accordingly.

- 4.4 All prices are specified without value added tax (the "VAT") that will be added according to the applicable legal regulations.

## **5 PROVISION OF SERVICES AND DELIVERY OF WORK**

- 5.1 The Services ordered by the Customer shall include the acts of the Provider and/or the Assigned Persons, the result of which is the execution and subsequent delivery of the Work to the Customer. For the purposes of these GTCs, in connection with the delivery of a Work as a result of the ordered Service or Services, the Provider shall be considered to be the contractor of the Work under the provisions of Section 536 et seq. of the Commercial Code.
- 5.2 The Provider undertakes to create and deliver the Work to the Customer within the delivery time determined by the agreement of the Parties. The Provider may also deliver the Work at any time before the agreed time and the Customer shall take over the Work as well as to provide the cooperation necessary for the proper delivery of the Work by the Provider and its subsequent takeover by the Customer.
- 5.3 The Provider shall execute the Work at its own expense, and the price of the Service shall also include those costs, unless otherwise agreed with the Customer. If any items, in both virtual and physical form, necessary for the execution of the Work are delivered by the Customer, the price of the Services shall not be reduced by the value of those items, unless the Parties agree otherwise.
- 5.4 During the term of the Agreement, due to the occurrence of additional costs or due to a change in the instructions of the Customer, the Parties may agree that the price of the Service shall increase in proportion to the amount of such costs.
- 5.5 The Work shall be handed over to the Customer in virtual (electronic) or physical (material / paper) form, via e-mail, shared cloud, data carrier (e.g., USB key) or its physical handover or other suitable method; the specific method of handover of the Work shall depend on an agreement of the Parties.
- 5.6 The Provider undertakes to hand over to the Customer, together with the Work, also all documents and underlying documents related to the Work or its creation that are necessary for the subsequent proper use of the Work by the Customer.
- 5.7 The Provider shall be liable only for those defects of the Work that the Work had at the time of its handover. For the purposes of successful assertion of a claim for liability for defects, the Customer shall properly inspect the Work and assert any claims without delay.
- 5.8 Upon proper handover of the Work, liability for damage to the Work shall pass to the Customer. Proper handover means:
- delivery of the Work by e-mail to the Customer's e-mail address,
  - uploading of the Work to a shared cloud file,
  - saving of the Work on a data carrier and its subsequent delivery to the Customer,
  - physical handover of the Work to the Customer, or
  - any other act resulting from the method of handing over the Work as agreed by the Parties.
- 5.9 The Provider shall execute the Work in its own name, at its own expense and risk, on its own or through the Assigned Persons, with professional care, in a proper and timely manner, all that on the basis of the Order and specific instructions of the Customer. If the Provider executes the Work through the Assigned Persons, it shall be liable as if it had executed the Work itself.
- 5.10 The Customer shall maintain confidentiality of any confidential information, trade secrets and know-how of the Provider. In particular, any information, facts, documents or other supporting documents marked as "secret", "confidential", "top secret", "strictly confidential" as well as any information on the procedures, recommendations, methods of the Provider that can be classified as its know-how or business secrets, even when they are not explicitly marked as "secret", "confidential", "top secret", "strictly confidential".

## **6 COPYRIGHT, INTELLECTUAL PROPERTY, LICENSES, AND GRANTING OF CONSENTS**

### COPYRIGHTS

- 6.1 The Provider shall provide for the provision of the Services itself or through the Assigned Persons.
- 6.2 The Provider represents to be aware that during the performance of the activity necessary for the provision of the Services, the Assigned Persons perform activities having the nature of their own creative intellectual activity whereby a Work or other objects of copyright or intellectual property may be created that may or may not be related to the provision of the Service.
- 6.3 According to the Copyright Act, the Assigned Persons satisfied or may satisfy the definition of the author of the Work and therefore have exclusive personal rights and exclusive property rights to the Work. The Provider undertakes, and shall be responsible for the fact, that at the time of handing over the Work to the Customer, it will have any and all rights enabling the granting of the consent to use the Work and assignment of rights or transfer of rights to the Work, all in accordance with the Agreement or these GTCs.
- 6.4 If the proper delivery and subsequent use of the Work requires the purchase or other acquisition of a third-party license, the Provider shall notify the Customer in advance and undertakes to provide for the granting of the license to use the Work by a third party for the Customer.

### LICENSE

- 6.5 The Provider represents that as of the date of handover of the Work, it shall be the author of the Work or at least exercise all proprietary copyrights to the Work and have at least such rights in relation to the Work that allow it to grant the consent to the use of the Work to the Customer to the extent specified in this Agreement, i.e., the License.
- 6.6 The Provider shall grant the Customer the License to use the Work in the manner and within the scope of the Agreement or these GTCs, unless the Parties agree otherwise. If the terms and conditions of the License have been regulated on an individual basis between the Parties, the agreement shall take precedence over the regulation of the same terms contained in these GTCs.
- 6.7 The Customer shall have the right, not the obligation, to use the License granted by the Provider.
- 6.8 The license granted by the Provider to the Customer shall be an exclusive License. The Provider shall not be entitled to use the Work on its own and in its own name or to grant the License to any third party, regardless of whether it is an exclusive or non-exclusive license. This shall be without prejudice to the Provider's right to display the Work as a reference to its Services on its Website or on other online platforms and/or in promotional materials in order to present its business activities.
- 6.9 The Provider grants the Customer a territorially and temporally unlimited License.
- 6.10 The remuneration for the provision of the License shall be part of the Price of the provided Services in accordance with Article 4 of these GTCs.
- 6.11 To the extent of the License granted by the Provider, the Customer may grant consent for the use of the Work to any third party, i.e., the Customer may grant a sublicense to a third party for the use of the Work.
- 6.12 The Customer may assign the rights from the License granted to him/her/it to a third party without the consent of the Provider.
- 6.13 The Customer may use the Work in accordance with the Agreement and these GTCs in the manner specified in clause 6.14 of these GTCs immediately after its delivery by the Provider.

#### METHOD OF USE OF THE WORK AND CONSENT RELATED TO IT

- 6.14 The Provider grants the Customer its consent to use the Work in all its forms (electronic or physical), including any drawings, to the full and unlimited extent and for all uses of the Work known at the time this Agreement is concluded. For the avoidance of doubt, this shall include, inter alia, in particular:
- a. processing of the Work,
  - b. connecting the Work with another work,
  - c. inclusion of the Work in a Database pursuant to Section 131 of the Copyright Act,
  - d. creating a copy of the Work,
  - e. public dissemination of the original of the Work or its copy:
    - by transferring the ownership right,
    - by lending,
    - by leasing,
  - f. publicising the Work:
    - by publicly distributing the original of the Work or its copy,
    - by publicly performing the Work,
    - by publicly transmitting the Work.
- 6.15 The Provider hereby expressly grants the Customer its irrevocable consent to:
- a. publish the Work,
  - b. designate the Work by name, business name or the name of the Customer, or by another name by which the Customer shall designate the Work, and
  - c. complete, change or otherwise interfere with the Work after its delivery by the Provider.
- 6.16 The Provider hereby also assigns the right to exercise the author's proprietary rights, provided that the Work is an employee work or a joint work in accordance with the relevant provisions of the Copyright Act.
- 6.17 The provisions of Article 6 concerning the granting of a License shall also apply mutatis mutandis and accordingly if the provision of the Service results in the creation of an artistic performance, audio recording or audio-visual recording pursuant to the relevant provisions of the Copyright Act. For the avoidance of doubt, the Provider grants the Customer an exclusive, territorially, and temporally unlimited license to use the artistic performance, audio recording or audio-visual recording if those arose and are the result of providing the Service to the Customer.

#### INDUSTRIAL PROPERTY RIGHTS

- 6.18 The Provider grants the Customer its consent to register the Work in any graphic/pictorial expression of words or characters for the registration of a trademark (national, European, or other, without limiting its territorial scope) for all classes of goods and services and to use the Work as a trademark registered for registered scope.
- 6.19 To the extent to which the Work satisfies the definition of a Design and the possibility of its registration as a design, the Parties agree that the Provider simultaneously transfers to the Customer the right to the design, including the right to submit a design application, without any territorial restrictions.
- 6.20 The Parties also agree that the Customer may use the design for its activities in full from the moment of taking over the Work or any part thereof, which use shall not require any further consent of the Provider, and this right shall belong to the Customer even if the Customer does not exercise the design right (including the right to submit a design application).
- 6.21 The Parties further agree that the Provider's consent shall also not be required for:

- a. the granting of the consent to use the design to a third party,
  - b. the transfer of the design right from the Customer to a third party, as well as
  - c. the transfer of the design right (including the right to apply for a design).
- 6.22 The Provider hereby represents that where this Article provides that certain acts do not require its consent and it happens that such a consent is or will be required under the applicable laws, this consent to all such acts shall be deemed to have been granted as a prior consent. At the same time, the Provider expressly undertakes not to use the design for itself and/or a third party without the prior written consent of the Customer.
- 6.23 The Parties agree that the Provider's remuneration for the assignment and the granting of rights pursuant to this Article of the Agreement is already part of the Price of the License.
- 6.24 In addition to the rights specified in clauses 6.18 to 6.23 of these GTCs, the Provider shall transfer to the Customer by handing over the Work the following rights, in relation to those parts of the Work that satisfy the characteristics of a design and/or trademark:
- a. the right to use the Work in the form of a design and/or trademark in full, without any restrictions, without the need to obtain an additional consent from the Provider,
  - b. the right to grant consent to use the Work in the form of a design and/or trademark to a third party,
  - c. the right to create a pledge over the work in the form of a design and/or trademark,
  - d. the right to seek legal protection in the event of unauthorised interference and/or threats to the rights deriving from the protection of the design and/or trademark.
- 6.25 If the provision of the Service creates any Work that is not a copyright work and at the same time does not satisfy the characteristics of a Work for which protection in the form of design and/or trademark can be granted (especially, without limitation, know-how), any rights to such that Work shall belong to the Customer, who shall be exclusively entitled to dispose of these rights and use them in relation to third parties. The Provider may not use these rights for itself or in relation to third parties without the prior written consent of the Customer. This shall be without prejudice to the Provider's right to display the Work as a reference to its Services on its Website or on other online platforms and/or in promotional materials in order to present its business activities.

#### INTELLECTUAL PROPERTY RIGHTS IN RELATION TO THE SERVICE WORKSHOPS AND WEBSITE

- 6.26 As part of the provision of the Service Workshops, materials containing the Provider's or third parties' works may be made available to the Customer. In such a case, the Customer may use such Works only in the manner for which the Provider has authorised the Customer within a Workshop, in particular in the manners necessary for the proper use of this Service.
- 6.27 The Customer acknowledges that the Website as well as the content of lectures or training within the Workshop, contain texts, logos, designs, protected information and materials that shall always be owned by the Provider and that are protected by the applicable laws governing intellectual property rights and by other laws, including, without limitation, the copyright laws. The Customer undertakes to use such protected information or materials exclusively for the purposes of using the Service Workshops in accordance with these GTCs and to the extent of the paid-for Service. The Customer undertakes to not copy, reproduce, modify, lend, rent, borrow, republish, sell, distribute, download the protected information and materials, or create any derivative works from them in any way, and shall not use the Website and the Website Functions or any parts thereof subject to intellectual property protection in any unauthorised manner, including, without limitation, the provision of their content to third parties. Any use of the protected information and materials, except for the use of the Website and the Service Workshops, in accordance with these GTCs, shall require the prior written consent of the Provider.
- 6.28 The Customer shall not acquire any licence rights, nor any other intellectual property rights to the Website or parts of the Service Workshops that are subject to protection of intellectual property.
- 6.29 The Customer may not interfere with the intellectual property rights as well as any other rights of the Provider, including, without limitation, in the following manner:

- a. by making an audio, visual or audio-visual recording or photograph capturing the content and/or the course of a Workshop,
- b. by copying, reproducing, publishing, or sending to third parties any texts, audio, visual or audio-visual recordings, photographs, documents in any format capturing the content or course of the provision of the Services or any information the protection of which constitutes a legitimate interest of the Provider (e.g., know-how).

## **7 TERMINATION OF THE AGREEMENT**

- 7.1 Except for the mutual agreement of the Parties and the special cases specified in the applicable provisions of these GTCs, the Agreement shall terminate:
- a. upon expiry of the period for which it was concluded in accordance with clause 3.11 of these GTCs,
  - b. upon withdrawal of the Provider from the Agreement in the case pursuant to clause 9.1 of these GTCs,
  - c. upon withdrawal of the Customer from the Agreement in the case pursuant to paragraph 8.5(c) of these GTCs,
  - d. upon withdrawal of the Customer due to a change in the GTCs during the validity of the Agreement if the Customer has expressed his/her/its disagreement with the change within 10 (in words: ten) days of the publication of the new wording of the GTCs; publication of the GTCs means delivery of a notification of the change in the GTCs by the Provider to the Customer.
- 7.2 If the Agreement terminates for the reason set out in paragraph 7.1(a), the provisions concerning the granting of a License and consents to use the Work pursuant to Article 6 of these GTCs shall survive its termination.

## **8 DEFECTS OF THE WORK**

- 8.1 The Work shall have defects if its execution does not correspond to the result specified in the Agreement. The Provider shall be liable only for those defects of the Work that the Work had at the time of its handover to the Customer. However, the Provider shall not be liable for any defects that originate in the use of the Work in a manner that is not in accordance with the GTCs or is illegal.
- 8.2 A defect may, taking into account the nature of the Services provided by us, consist mainly in the failure to deliver the Work on time or in delivery of the Work that does not correspond to the submitted requirements of the Customer and was not made in accordance with the Order.
- 8.3 The Customer may claim defects in the Work via electronic communication, in particular via the e-mail address [consulting@gobigname.com](mailto:consulting@gobigname.com), or in another suitable manner.
- 8.4 The Customer shall inspect the Work immediately after the Work has been handed over and report any defects of the Work to the Provider without undue delay.
- 8.5 If the Customer claims any defects in the Work, the Customer shall have the following rights:
- a. if the defect can be remedied, the Customer shall have the right to have the Provider remedy the defect free of charge, by delivering a replacement Work, or by repairing the Work so that the defect of the Work is remedied.
  - b. the Customer may request a reasonable discount on the price pursuant to Article 4 of these GTCs, but only if the defect may not be remedied, but does not prevent the Work from being used properly.
  - c. If the defect cannot be remedied and prevents the Customer from using the Work properly, the Customer shall have the right to have deliver a new Work or to withdraw from the Agreement.
- 8.6 The Customer shall specify which of the rights pursuant to clause 8.5 of the GTCs he/she/it is interested in exercising.

- 8.7 The Parties agree that the provisions of Sections 436 to 441 of the Commercial Code shall not apply for the purposes of these GTCs and the Agreement.

## **9 NO LIABILITY**

- 9.1 We strive to provide the Services properly, in accordance with the provisions of the Agreement. However, we shall not be liable for the failures that we cannot influence in cases of objective and unavoidable technical obstacles or other facts that make it impossible for us to perform. However, we use our best efforts to promptly resolve any existing obstacles. If the Provider encounters obstacles in the provision of the agreed Service to such an extent that it is unable to provide the Services in a timely and effective manner, it shall immediately notify the Customer of this fact and provide him/her/it with an alternative date of performance in accordance with the concluded Agreement. If the Customer does not agree with the alternative date, the Provider may withdraw from the Agreement. In such a case, the Provider shall not be entitled to the price or part of the price of the ordered Service, regardless of when the withdrawal from the Agreement pursuant to this clause of these GTCs took place. If the price of the Service or part thereof has been paid as of the date of withdrawal from the Agreement pursuant to this clause of these GTCs, the Provider shall refund this amount to the Customer within 14 (in words: fourteen) days from withdrawal from the Agreement.
- 9.2 We also reserve the right to be not liable for any damage or harm suffered as a result of any interruption or termination of provision of the Services.
- 9.3 All the Services whose price has already been paid will always be properly provided. However, the Provider shall have the right to terminate its business activities and provision of the Services and to not conclude any new Agreements with further Customers.

## **10 COMMUNICATION, NOTICES AND DELIVERY**

- 10.1 The Parties agree that when delivering mutual correspondence, delivery under these GTCs means delivery of a written content to the e-mail address of the Provider consulting@gobigname.com or by mail or courier to the correspondence address of the Provider: Big Name s. r. o., Tallerova 6, 811 02 Bratislava, Slovak Republic. The date of delivery also means the date on which a Party refuses to accept the document being delivered or the day of return of the parcel containing the words "the addressee has not taken over the delivery within the take-over deadline", "the addressee has moved", "the addressee is unknown" or any other note of similar meaning. If documents are delivered electronically by e-mail, a document shall be deemed to have been delivered on the day following the day on which it was dispatched. For the purposes of delivery by mail, the addresses of the Parties specified in the Agreement (Order) or the electronic order form will be used, unless the addressee of the documents notified the dispatching Party of a new address of its residence or a new e-mail address for delivery of documents.
- 10.2 In case of doubt about delivery, the notice of withdrawal sent by the Customer shall be deemed delivered after the time appropriate to the method of delivery used if the Customer can prove its dispatch to the address notified to the Customer by the Provider in accordance with the Order or to the address whose change was duly notified to the Customer after the conclusion of the agreement. If the postal matter containing a notice of withdrawal from the agreement cannot be delivered to the Provider for reasons under a special regulation governing postal services, the notice of withdrawal from the agreement shall be deemed delivered on the day of its dispatch to the Provider to the address under the first sentence.

## **11 RESOLUTION OF DISPUTES AND JURISDICTION OF COURTS**

- 11.1 The Parties agree that any disputes arising in connection with the performance of obligations under the Agreement will be preferably resolved out of court by negotiations or by mutual agreement. Should the Parties fail to resolve their disputes out of court, the Parties may resolve such disputes through the courts

in accordance with the applicable laws of the Slovak Republic. The local jurisdiction of the court is given in accordance with Act No. 160/2015 Coll., the Code of Civil Contentious Procedure, as amended.

- 11.2 We accept any suggestions, complaints and claims from our Customers at our mailing address specified in the heading of these GTCs and at the e-mail address [consulting@gobigname.com](mailto:consulting@gobigname.com).

## **12 CHANGES TO THE GTCs**

- 12.1 We reserve the right to change these GTCs at any time during the term of the Agreement or the use of the Services. We will announce a change to the GTCs through the Website or a notice via electronic communication. The Parties shall always be bound by the provisions of the GTCs valid at the time of validity of the Agreement. If the Customer does not express disagreement with the wording of the GTCs within 10 (in words: ten) days of the notification of their change, these GTCs shall become effective also in relation to the valid Agreement.
- 12.2 If any provision of the GTCs becomes invalid, ineffective, or unenforceable to a specified extent, the remaining provisions unaffected by this shall remain fully valid. In such a case, the Provider will replace such provision with a valid, effective, and enforceable provision that will differ to the smallest possible degree from the principles agreed in these GTCs, while preserving the economic and legal purpose and meaning of the provision being replaced.

Place: Bratislava, Slovak Republic

Date: 01.06.2021