



## General licensing agreement (LA) conditions for Internet Services

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The translation of the LA in English is available at <https://www.kros.sk/licencne-podmienky>. In case of differences between the English or other foreign-language versions, the Slovak language version shall prevail.

1. These licensing agreement conditions (hereinafter also referred to as "LA") are a contract that specifies the terms and conditions for the use of the software and applications connected to the Licensee's computer systems via the Internet which might include a wireless network. Licensee's use consents to the transmission of standard device information for Internet or wireless services.
2. The Service Provider is KROS a.s. with a registered office at Bytčická 9009/14, Žilina, ID No.: 31635903, registered in 10564/L (hereinafter also referred to as the "Provider").
3. If the contracting party is a purchaser who is not a consumer, the relations of unadjusted terms and conditions of the LA shall be governed by Act No. 513/1991 Coll., the Commercial Code, as amended. If the contracting party is a consumer, relations not governed by the terms of the LA shall be governed by Act No 40/1964 Coll., the Civil Code, as amended, and Act No. 250/2007 Coll., on Consumer Protection, as amended.
4. The General Terms and Conditions of the Internet Services of KROS a.s. apply to the following products, applications and bundles: OMEGA - double-entry bookkeeping, ALFA plus - simple bookkeeping, KROS Attendance, KROS HR system, CENKROS 4 and CENEKON and TSP database files, API Connector, KROS Platform, CLOUD, Fushky, ELIS - automatic document processing, KROS Invoicing, KROS Firm, KROS Tax Returns, MyJob, Construction Progress, KROS Dimensions, Construction Projects, KROS Construction Budget, KROS Warehouse, Stavario App, KROS Digital Office and ONLINE Price List Database. The provider allows you to purchase and use some products, applications and services separately and some only or in solutions/bundles with other products, applications and services, as stated on the provider's website [www.kros.sk](http://www.kros.sk).
5. **Installation and usage rights.** Consent to a contractual relationship whereby the Provider grants the Licensee a limited, non-transferable, and non-exclusive license to use the Service. The Licensee does not thereby acquire any rights associated with the copyrighted work.
6. **Rules of Conduct.** The content, material, or activities violating LA are not allowed. The Licensee will use Services, Applications and act only under applicable law. The Licensee shall not publicly display and store inappropriate content and materials, and shall not intentionally circumvent any restrictions on access to the services and applications or their availability, engage in activities that are detrimental to the Provider and the operators of the applications, services and third-party services, and unauthorized sharing of copyrighted materials.

The Licensee shall use the Service and the Application in a manner that prevents unauthorised access to his or her account by a person who is not authorized to do so, and shall take all measures to avoid login data and password leakage, otherwise he/she shall be liable for any damage caused thereby to the Provider, the Licensee or third party.

7. **The license coverage:** The license is for the period for which the service and the application have been paid for by the Licensee (the period of the service validity) and shall terminate upon the expiration of the period of the service and application or the termination of the provision of the service and termination of the service or application.
8. **Termination of the License:** The Licensee is entitled to terminate the Service and Application at any time. Provider shall be entitled to terminate or restrict the provision of the Service and the Application to the Licensee if the Licensee violates the LA, violates the Rules of Conduct in Section 6 of the LA, violates the Provider's copyrights, is inactive for at least 2 months without a valid service, damages the Provider's reputation, allows the use of the service and application by another unauthorised person, or fails to communicate under good manners and fair dealing principles of cancellation of the service, the Provider is entitled to irretrievably remove the content and all data created by the Licensee in the application and the service.  
Upon termination of the service, the purchaser shall have the right to request the provider to terminate the account/access and erase all personal data held which is not required to be retained under applicable law. The acquirer shall submit such request in writing or by email to [kros@kros.sk](mailto:kros@kros.sk). The provider shall comply with such request without undue delay and in any event within 30 days of its receipt.
9. **Copyright:** The subject matter of the LA, including subsequent modifications and changes thereto, is a work within the meaning of the provisions of Act No. 185/2015 Coll., the Copyright Act, and therefore the work shall enjoy protection under the provisions of this Act. All copyright belongs to the Provider. The Licensee undertakes not to modify through the Service, delete, remove, or in any other way interfere with the work.

The Licensee acknowledges that by using the Provider's software, the Licensee is obliged to acquaint himself with the software license agreement. Using the Software, the Licensee agrees to the software license agreement, which takes precedence over the LA.

10. **Price and payment terms:** The price of the service and applications are governed by the valid price list issued on the web Provider's website. Access to the Service and the Application is conditional upon payment of the price for use with the and the Application, and at the same time, upon the settlement of any outstanding liabilities of the Licensee. Upon cancellation of the service and applications, the price paid is not refundable. By completing an order, the consumer, as the Licensee, acknowledges and agrees that at the time of activation of the license or use of the electronic content in question, he/she has no right to withdraw from the contract in the statutory 14-day period and agrees to the provision

of this content before the expiry of this period. The consumer as the Licensee shall be duly and timely notified of the impossibility to withdraw from the contract. The Provider and the Licensee were, at the time of the activation of the license, or the use of the electronic content in question, notified and agreed that there shall be no refund for any payments for services while provisioning such content by the Provider. Provider shall have the right to refuse to refund any payment for services in case such content is provided to the Licensee.

11. **Electronic invoicing:** The Provider and the Licensee agree that the Provider is entitled to send invoices to the Licensee in electronic form. Electronic invoices shall be sent to the Licensee in standard format (e.g. pdf) and they shall be considered as full invoices replacing paper invoices form. The Licensee grants the Provider permission to send invoices in electronic form in accordance with the provisions of § 71 (1) (b) of the VAT Act as amended, either by sending the invoice electronically in electronic mail or by sending a web interface - via the link of the electronically prepared invoice (hereinafter referred to as the electronic invoice). The Provider shall send the electronic invoice to the Licensee in such a way that the Licensee receives it at latest 7 days before the due date or already having been as a proof of payment. The Provider and the Licensee acknowledge that the data made available in the electronic invoice sent to the e-mail address specified by the Licensee are subject to commercial confidentiality and that they are obliged to treat them as confidential.

The Provider shall not be liable for a breach of a business secret if the breach is due to its leakage from the mailbox associated with the e-invoice email address of the Provider or because of leakage from the Licensee's Internet application. Provider shall not be liable for data corruption or data incompleteness where the corruption or data incompleteness was caused by a failure in the communication path when using the internet. Furthermore, the Provider shall not be liable for damages resulting from the customer's poor-quality connection to the Internet network causing faults in the communication route to the Licensee or as a result of any inability of the Licensee to access the Internet. Notwithstanding the Licensee's acknowledgment of receipt of an e-mail message containing an electronic invoice, the date of the relevant electronic invoice shall always be deemed to be the first business day following the date after being demonstrably sent the electronic invoice by the Provider via electronic mail.

Should the Licensee not receive an invoice from the Provider even by the end of the period for which the Licensee is liable to pay the invoiced payment, the Licensee shall inform the Provider in writing. This goes without biasing the Provider's right to send electronic invoices otherwise than periodic electronic invoices by e-mail. To deliver electronic invoices, the Licensee shall notify the Provider of the e-mail address, in writing (electronically), to which the Provider will send electronic invoices at the time of signing the contract. The Licensee shall be responsible for the full functionality of the e-mail address so notified. Any change of the e-mail address for the delivery of electronic invoices shall always be notified in writing (electronically as well) by the Licensee to the Provider in advance. This goes without biasing the Provider's right to send a paper invoice to the Licensee.

12. **Limitation of liability:** The Provider isn't responsible for the errors having occurred as a result of improper using the internet services, computer software, services, and applications (e.g. deletion, overwriting, virus infections), furthermore, for errors caused by a third party or an event for which the third party is responsible or for errors caused by an unavoidable circumstance. Accordingly, the Provider is not liable for the accuracy of the data and data results obtained in specific cases of use, if they are quite obvious, i.e. errors that can be detected by the usual checking of the overall procedure. This condition applies if they were caused by an error in the computer software, applications, services, and internet services as well.

The Provider is not liable and is not obliged to provide service or technical support in the event of any defects arising from a breach of duty by the Licensee or the Licensee's duties violation of LA, in applicable law, due to non-compliance with instructions.

The Provider shall provide the Services and the Applications continuously, except for necessary downtimes due to their updating or service interventions by the Provider, which shall be notified to the Licensee on its website, social networks, or by e-mail.

13. **Cooperation of the Parties:** The Licensee is obliged to offer to the Provider cooperation in provisioning technical support and/or maintenance services, especially in reporting malfunctions and other defects without undue delay and other defects in the services provided. The Licensee is obliged to provide all information relating to the malfunction or information requested by the Provider. If the Licensee acts to remedy or prevent defects, he shall comply strictly with the Provider's instructions.

In case the Licensee breaches the duty to provide proper cooperation as was required of him under the provisions of the LA, other provisions of the contracts, or applicable law, the Provider shall not be remedying the defect, and the Licensee shall not be entitled to make any claim against the Provider for failure to remedy the defect in such a case. At the same time, the Licensee shall indemnify the Provider against any damages arising from the breach of this obligation. Suppose a defect in the provision of the service or in the performance related to that was caused or caused by the Licensee, or a person authorised by him. In that case, the Licensee shall be obliged to compensate the Provider for any damage incurred.

14. **Governing law:** The parties agreed that all disputes arising out of the contract being concluded with them, the related documents and by-laws or related contracts, including non-contractual claims, shall be decided before the General Arbitration Court of the Slovak Republic, Dunajská 8, 811 08 Bratislava, with the final decision of one arbitrator appointed by the arbitral tribunal under the internal rules of the arbitral tribunal, with the possibility of a trial under Act No. 244/2002 Coll., § 22a(1), to which the parties expressly agree. The current version of the Statute of the Arbitral Tribunal and the Rules of Procedure of the Arbitral Tribunal is issued on the website <http://www.vrskr.sk/>. Address for the arbitral tribunal's electronic communication: [podatelna@vrskr.sk](mailto:podatelna@vrskr.sk). The parties declare that they conclude the contract based on their free and solemn will, they have read the contract, have acquainted themselves with its contents, and understand it.
15. The Provider reserves the right to change the LA and the price list of services. The current LA and price list are issued on the Provider's website [www.kros.sk](http://www.kros.sk). New LAs will be issued no later than 1 day prior to the effective date. The new price list will be issued no later than 14 days prior to the effective date. If the Licensee continues to use the software and service, the Licensee agrees to the change in the LA. The Licensee's disagreement with the change of the LA is a reason

for the termination of the contract and the Provider shall be entitled to terminate the service without refund made to the Licensee.

16. Validity and effectiveness of the LA: These LAs shall come into force and effect on 13.3.2025 and shall remain in force until the issue of new licence terms and conditions.

## **The following specific terms and conditions supplement the LAs for the individual services, applications and platforms.**

### **KROS Digital Office service**

1. The KROS Digital Office application provides the Licensee recording of accounting documents – receipts, and incoming and issued invoices via the Licensee's Internet connection on the Provider's website to the extent and for the period allowed by the service.
2. The Licensee might create records by adding data or scanning receipts via QR code. A readable record is subsequently created from the scanned data.
3. The Licensee can import the records created into the Provider's computer software called OMEGA - double-entry bookkeeping and ALFA plus - simple bookkeeping.
4. The license importing the records into the Provider's computer software called OMEGA - double accounting, ALFA plus - simple accounting, shall record data which also contains an attachment in PDF, JPG formats, PNG, where the record is then moved to the digital archive section. Additionally, the Licensee acknowledges that the documents in the digital archive section are immutable. A record of the name of the person who archived the document and the date of the date of archiving is saved for each attachment.
5. The Provider reserves the right to change the scope of the licenses provided and the Application functionality, which are the subject of the contractual relationship, and shall inform the Licensee thereof.
6. The Licensee is obliged to proceed with the use of the Application in such a way as to prevent unauthorised access to his account by an unauthorised person and shall take all measures to avoid login data and password leakage, otherwise, he/she shall be liable for any damage caused by this to the Provider or a third party.
7. The Licensee acknowledges that the application does not provide data archiving. The Provider is neither responsible for the content or materials uploaded, stored nor shared by other application users.

### **Connector API service - connection to the e-shop**

1. The Licensee is entitled to transfer data between accounting software via the API Connector service between the Provider's accounting software and the Licensee's e-shop, to the extent and for the period allowed by the service.
2. The API Connector service is provided for a period of 12 months from the date of payment. The Licensee might prolong the service according to the current price list issued on the Provider's website, with the reimbursement option by payment through third-party payment systems made available by the Provider to the Licensee.
3. The Licensee might to try out the service for 15 days free of charge. If the Licensee does not prolong the service, after 15 days have elapsed, the service shall be automatically deactivated.
4. After 15 days from the expiration of the service, the service will be permanently deactivated.

### **CLOUD services**

1. The Provider provides the CLOUD Service upon the condition that the Licensee has leased a valid software license. For the sake of the LA, CLOUD means a time-limited service under which the Licensee is provided with limited storage space for the storage of data created by the Licensee in the software on the storage secured by the Provider.
2. The CLOUD service is bound and associated only with the leasing duration of the license for the software usage and is exclusively provided solely for the Provider's software. At the end of the limited period for which the Licensee had the CLOUD Service provided, the Provider shall be entitled to deny the Licensee's access to the data created by the Licensee in the software, but at the same time, the Provider shall, at its own expense, preserve the user-created data in the software for a period not exceeding more than 14 days from the last day for which the Licensee had the CLOUD service paid. After the expiry of 14 days of the last day for which the Licensee has paid for the CLOUD service, the Provider shall be entitled to dispose of the Licensee's data created by the Software from the Repository beyond recovery. Licensee has the option to back up his/her data created by the software no later than the expiry of the time-limited period of the CLOUD service. The Provider shall not be liable for any damage resulting from the Licensee's loss of data under the given conditions caused to the Licensee. The Licensee utterly accepts liability, including criminal liability in the event of loss of data, e.g. for accounting purposes, tax compliance of the Licensee, etc.
3. In the case of the Licensee's interest in the CLOUD service, the Licensee is obliged to indicate the number of persons (users) of the CLOUD service. The price of the CLOUD service is calculated per user (persons) per number of months of the validity period of the CLOUD service. The Licensee might purchase a Microsoft Excel license for the creation of editable reports from the software, the number of such licenses might be equal to or less than the number of users of the CLOUD service. Each purchase of a Microsoft Excel license is assigned to a specific CLOUD user.

### **KROS Platform**

1. The Licensee is entitled to use the applications available from the KROS Platform via the platform and other functions to the extent that the KROS Platform allows and to the extent that the Provider identifies them according to the current software and applications provided.
2. The KROS Platform shall include economic and construction software and applications connected to computer systems of the Licensee via the Internet, in particular KROS Invoicing, KROS Warehouse, MyJob, Fushky, Construction Progress, Construction projects, Project documentation viewer, BIM model pricing. The Provider has the right to determine the exact number and scope of the KROS Platform.
3. The Provider undertakes to provide the KROS Platform free of charge to the extent determined by the Provider. Other parts (services) of the KROS Platform might be chargeable.
4. The KROS Platform might provide access to products, services, websites, links, content, materials, expertise, integrations or applications from third parties (other companies or persons than the Operator) ("Third-Party Applications and Services") as well or to obtain them.
5. The Licensee acknowledges that he/she requests the provision of such Third-Party Applications and Services through the KROS Platform. Third-Party Applications and Services might allow the storage of content or data at the publisher, Provider or operator of Third-Party Applications and Services. Third-party applications and services might disclose privacy policies or require privacy notices and request agreement to additional terms before installation or use. You should review any additional terms and Privacy Policy before obtaining, using, requesting, or linking your account Platform with any Third-Party Applications and Services.
6. Provider does not license any intellectual property within the third party Applications and Services. Licensee agrees that you assume all risks and liabilities resulting from your usage of these applications and third-party applications and services and that Provider shall have no responsibility or liability to Licensee or to any other entities in association with the information and services provided by any Third-Party Applications or Services.
7. Provider claims that he has taken all reasonable measures to ensure the integrity and security of the KROS Platform, in particular by guaranteeing data security, regular backups in case of server outages, and encrypted communication. The Provider shall also keep the individual applications of the KROS Platform up-to-date to reduce the error rate and increase the usage security of the KROS Platform and stored data.
8. The Licensee has the right to delete his/her account in the KROS Platform at any time. Account deletion is possible via the application or by written instruction to the Provider.
9. In the event of cancellation of the KROS Platform provisioning, the Provider is entitled to irreversibly delete the contents of the account created by the Licensee. In that case, the Licensee shall not receive a refund of the price paid.
10. The Provider is obliged to store the data created by the Licensee in the KROS Platform for a period of a maximum of 3 years after the data is generated at its own expense. The Provider has the same obligation in case of the Licensee's inactivity. Thus, under inactivity shall be understood as not logging in to the applications. Consequently, after the expiry of the specified period, the Provider shall have the right to dispose of the Licensee's data beyond recovery.
11. The Provider reserves the right to unilaterally determine the storage or file size limits permitted in the KROS Platform.

#### **KROS Attendance**

1. The Licensee is entitled to use the attendance information system through the KROS Attendance software including attendance records, a virtual attendance reader with access control functionality as well as other functions to the extent that the KROS Attendance software allows and to the extent that the Provider determines them according to the current software and applications provided by the Provider.
2. KROS Attendance enables access to products, services, websites, links, content, materials, expertise, integrations, or applications also from third parties (companies or persons other than operator, in particular Alveno s.r.o., with registered office at Purkyňova 99, Brno, 602 00, ID No.: 26288613) (hereinafter referred to as "applications and services third parties") or obtaining them.
3. The Licensee acknowledges that he requests through KROS Attendance the provision of such Third-Party Applications and Services. Third-Party Applications and Services might allow the content or data storage at the publisher, Provider or operator of Third-Party Applications and Services. Third-party Applications and Services might disclose privacy policies or require privacy notices before installation or use agreement to additional terms. You should read any additional terms and privacy policy before obtaining, using, requesting, or linking your account with any Third-Party Applications and Services.
4. Licensee agrees that you assume all risks and liabilities resulting from your use of such Third Party Applications and Services. Moreover, the Provider shall have neither responsibility nor any liability to the Licensee nor to any other entities in association with the information and services provided by any Third-Party Applications or Services.
5. Provider claims that he has taken all reasonable measures to ensure the integrity and security of the KROS Attendance Software, guaranteeing in particular the security of the data and regular backup in case of server outages.
6. The price and payment terms of the KROS Attendance Software are governed by the valid price list issued on the website of the Provider's website. The purchaser is informed about the scope of the software's paid parts via the KROS account.
7. In the event of the KROS Attendance Software's provision cancellation, the Provider shall be entitled to permanently remove the content from the KROS Attendance Software account created by the Licensee. In this case, the price paid shall not be refunded to the Licensee.

#### **KROS HR system**

1. The Licensee is entitled to use the attendance information system through the KROS HR system including administration and management of human resources, records of employee data with access control functionality as well as other functions to the extent that the KROS HR system allows and to the extent that the Provider determines them according to the current software and applications provided by the Provider.

2. KROS HR system enables access to products, services, websites, links, content, materials, expertise, integrations, or applications also from third parties (companies or persons other than operator, in particular Alveno s.r.o., with registered office at Purkyňova 99, Brno, 602 00, ID No.: 26288613 (hereinafter referred to as "applications and services third parties") or obtaining them.
3. The Licensee acknowledges that he requests through KROS Attendance the provision of such Third-Party Applications and Services. Third-Party Applications and Services might allow the content or data storage at the publisher, Provider or operator of Third-Party Applications and Services. Third-party Applications and Services might disclose privacy policies or require privacy notices before installation or use agreement to additional terms. You should read any additional terms and privacy policy before obtaining, using, requesting, or linking your account with any Third-Party Applications and Services.
4. Licensee agrees that you assume all risks and liabilities resulting from your use of such Third Party Applications and Services. Moreover, the Provider shall have neither responsibility nor any liability to the Licensee nor to any other entities in association with the information and services provided by any Third-Party Applications or Services.
5. Provider claims that he has taken all reasonable measures to ensure the integrity and security of the KROS HR system, guaranteeing in particular the security of the data and regular backup in case of server outages.
6. The price and payment terms of the KROS HR system are governed by the valid price list issued on the website of the Provider's website. The purchaser is informed about the scope of the software's paid parts via the KROS account.
7. In the event of the KROS HR system's provision cancellation, the Provider shall be entitled to permanently remove the content from the KROS HR system account created by the Licensee. In this case, the price paid shall not be refunded to the Licensee.

#### **MyJob communication**

1. The MyJob application serves for communication between the two Licensees of the application (the employer and its employee) and is also used to upload and send documents.
2. The Provider provides the MyJob application to two types of Licensees. The first Licensee (the employer) has all the features of MyJob available for the duration of the OLYMP support package. The second Licensee as an employee has all the features of the application available to him/her when the first Licensee (employer second Licensee) has a valid OLYMP support package.
3. The first Licensee shall create his/her account through OLYMP. The second Licensee shall log in to MyJob in the MyJob application after receiving an e-mail invitation to MyJob from the first Licensee.
4. Both Licensees have the right to delete their MyJob account at any time. Account Deletion is possible via the application or per written instructions to the Provider.
5. In case of non-payment of the OLYMP support package price, the Licensees will be restricted from all functions of the MyJob application to the data viewing level only. During the restriction period of MyJob features, the Licensee might download and save all documents from the application.
6. The Provider has the right to cancel or restrict the provision of the MyJob Application to both types of Licensees in the case they violate these LA, the Licensing agreement conditions for Economic and Payroll Software, the General licensing Terms and Conditions of the Provider or the Provider's copyrights and/or the Provider's goodwill.
7. In the event of cancellation of the MyJob application provisioning, the Provider shall be entitled to irretrievably remove the contents of the account created by the Licensees. In the above case, the price paid for the MyJob application shall not be refunded to the Licensee.
8. The Provider is obliged to store the data created by the Licensees in the MyJob application at its own expense for the period of a maximum of 3 years after the creation of the data. The Provider has the same obligation in case of the Licensee's inactivity. Inactivity shall be understood as a failure to log in to the application. Consequently, after the expiry of the specified period, the Provider shall have the right to dispose of the Licensee's data beyond recovery.
9. The Provider undertakes to regularly (daily) back up the data created by the Licensees in the MyJob application.

#### **KROS Personnel questionnaires**

1. The application called KROS Personnel Questionnaires means the provision of the internet-based service to the Licensee enabling the preparation and sending of questionnaires to physical entities to the extent and for the period allowed by the service.
2. The Licensee is entitled to issue, edit, print, and export questionnaires to the Provider's allowing extent.
3. The Licensee can import the records created into the Provider's computer software OLYMP - payroll and personnel management.
4. The terms and conditions using the KROS Personnel Questionnaires application are issued on the Provider's website.
5. The price and payment terms of the application are governed by the valid price list issued on the Provider's website.
6. The Provider reserves the right to change the scope of licenses and functionality of the KROS Personnel questionnaires, which are the subject of the contractual relationship. The Provider shall inform the Purchaser electronically about the change.
7. The Licensee is obliged to utilise the KROS Personnel Questionnaires application in such a way as to avoid unauthorised access to his/her account by an unauthorised person and shall take all precautions to prevent the login data and passwords leakage, otherwise, he/she shall be liable for any damage caused to himself/herself, to the Provider or a third party.
8. The Licensee acknowledges that the Application does not provide data archiving. The Provider is responsible neither for the content nor materials uploaded, stored, or shared by other persons using the App.

#### **KROS Tax returns**

1. The application KROS Tax Returns means the provision of a internet-based service to the Licensee enabling the issuing of tax returns for physical and legal entities designated on the Provider's website.

2. The Licensee is entitled to issue, edit, print, and export tax returns to the extent provisioned by the Provider. If the Purchaser also uses the software OMEGA - double-entry bookkeeping or ALFA plus - simple bookkeeping, the Provider will connect it to the KROS Tax Returns application in order to transfer the information and data necessary for the creation and use of tax returns.
3. The terms and conditions of use of the KROS Tax Returns application as well as the price list are issued on the Provider's website.
4. The Provider reserves the right to change the scope of licenses and functionality of the KROS Tax Returns application, which are the subject of the contractual relationship. It will inform the Purchaser of the change electronically.
5. The Licensee is obliged to use the KROS Tax Returns application in such a way as to avoid unauthorised access to his/her account by an unauthorised person and shall take all precautions to prevent the login data and passwords leakage, otherwise, he/she shall be liable for any damage caused to himself/herself, the Provider or a third party.

#### **KROS Billing**

1. The internet application called KROS Invoicing is understood as the provisioning service enabling the issuance of invoices to the Purchaser on the Provider's website via the Internet.
2. The Licensee is entitled to issue, register, print, and export electronic, preliminary invoices and use other functions to the extent that the Provider allows.
3. The Licensee might test the application for 30 days free of charge in full. If the Licensee does not prolong the service, the Licensee will be able to use the application to a limited extent as permitted by the Provider.
4. The Licensee acknowledges and agrees that KROS Invoicing does not provide archiving registry records or storing accounting documents created by the Licensee and the maintenance of the Licensee's accounting records.

#### **KROS Firm**

1. The internet application called KROS Firm refers to the provision of services to the acquirer on the provider's website, which allows covering the business process from issuing a price offer, receiving an order, delivering goods, to invoicing, receiving payment, and accounting for the business case.
2. The acquirer is entitled to issue, record, print, and export business documents through KROS Firm and use other functions to the extent allowed by the provider.
3. The acquirer has the option to try the application for 30 days free of charge in full scope.
4. The acquirer acknowledges and agrees that KROS Firm does not ensure the archiving of registry records, nor the storage of accounting documents created by the acquirer and the maintenance of its accounting records.

#### **KROS Warehouse**

1. The internet application called KROS Warehouse is a service provision enabling the registration of received and sold goods and tracking the Licensee's inventory status on the Provider's website.
2. The Licensee is entitled to issue, register, print, and export documents via KROS Warehouse in association with the purchase and sale of goods and to use other functions to the extent that the Provider allows it.
3. The Licensee shall have the opportunity to test the application for 30 days free of charge in full. If the Licensee does not prolong the service, the Licensee will be able to use the application to a limited extent as permitted by the Provider.
4. The Licensee acknowledges and agrees that KROS Warehouse does not provide the archiving registry records or storing accounting documents created by the Licensee and the maintenance of the Licensee's accounting records.

#### **Fushky**

1. A web application called Fushky is understood to provide a service enabling internet project management (contracts) to the Licensee on the website [www.fushky.sk](http://www.fushky.sk).
2. The Licensee is entitled to govern, manage projects, and use other functions in the Fushky application to the extent that the Provider allows.
3. The Fushky application allows collaborative (cooperative) access to multiple Licensees with their own login credentials to a joint account of a registered company. A Licensee who creates a joint account through the Fushky application shall be granted admin access permissions in that joint account.
4. The Provider provides the Fushky application to several types of Licensees with different access rights within the joint account. A Licensee who creates a joint account, gets admin access rights to change the access rights of other Licensees within the joint account.
5. A licensee, whose access rights permit it, might grant access to the joint account to other Licensees by sending an invitation directly from the Fushky application.
6. The price of the application is governed by the valid price list issued on the website [www.fushky.sk](http://www.fushky.sk) with the payment option through third-party payment systems made available by the Provider to the Licensee. The price of the Application is VAT included.
7. Payment for the Fushky app happens through a monthly subscription after a 30-day trial period from the start of use. The subscription fee for the Fushky application shall be paid separately for each joint account via automatic payment through third-party payment systems made available by the Provider to the Licensee at least 5 days before the subscription expiration date.
8. Provider shall have the right to cancel or restrict the provision of the Fushky application to all types of Licensees if they violate the LA, the Fushky app subscription expires, or payment for Fushky App subscription is denied.

#### **The Construction Progress**

1. The application called Construction Progress means the provision of a internet-based service to the Licensee for the sake of recording of the construction budget works on the platform on the Provider's website at <https://stavebnictvo.kros.sk/>.
2. The Licensee is entitled to upload budgets from a Provider's computer software called CENKROS via the application Construction Progress to register the works, export reports, manage comments, grant the right to access to third parties to the extent supported by the application and to use other functions to the extent that the Provider allows.
3. The Provider grants a license to use the Construction Progress application to this extent:
  - (i) Free license - the Licensee is granted a license with a limited scope of functionality of the application without explicitly stated time limitation for the application,
  - (ii) Trial license - the Licensee is granted a time-limited license with an unlimited scope of application functionality, which the Licensee activates through the application on a single-use basis for a specific period. After the expiration period, the license is changed to a Free license,
  - (iii) Read-only license - the Licensee is granted a limited license to preview only the application with a time limitation,
  - (iv) Paid license - the Licensee is granted a time-limited license with unlimited application functionality for application validity period and with payment for the application use.
4. The Provider reserves the right to change the scope of the licenses and functionality of the Application, being the subject of the contractual relationship, and shall inform the Licensee thereof.
5. The Licensee acknowledges and agrees that if sharing the application's content with another person, another person might use, store, record, copy, broadcast, transmit, share, display, disclose, and remove its data. If the Licensee does not want others to have this option, the Licensee shall not use the Sharing Services to prevent his content sharing. The Provider is not responsible for content shared by other Application users.
6. The price and payment terms of the application are governed by the valid price list issued on the Provider's website. The scope of the paid application components is also announced to the user through the Construction Progress application.
7. The Licensee undertakes not to modify, delete, remove, or in any other way interfere with the Provider's data set and that the Licensee will not use the application in such a way that would have interfered with the Provider's rights and/or damage Provider's reputation and interests.
8. The Licensee is obliged to use the application in such a way as to prevent unauthorised access to his/her account by an unauthorised person and shall take all measures to avoid login data and password leakage, otherwise, he/she shall be liable for any damage caused to the Provider or a third party.
9. The Licensee acknowledges that the Application does not provide data archiving. The Provider is not responsible for the content or materials being uploaded, stored, or shared by other Application users.

#### **KROS Dimensions**

1. The KROS Dimensions application means the provision of an internet-based service for the Licensee to process the dimensions from the project documentation on the platform on the Provider's website at <https://stavebnictvo.kros.sk/>.
2. KROS Dimensions entitles the Licensee to upload project documentation from the Licensees' computer software CENKROS, to register and change the dimensions and values in the statements and items used in the budget, export reports, and grant access rights to third parties to the extent supported by the application, and use other functions to the extent that the Provider allows.
3. The Provider grants a license to use the KROS Dimensions application to the extent of:
  - (i) Free license - the Licensee is granted a license with a limited scope of functionality of the application without explicitly stated time limitation for the application,
  - (ii) Trial license - the Licensee is granted a time-limited license with an unlimited scope of application functionality, which the Licensee activates through the application on a single-use basis for a specific period. After the expiration period, the license is changed to a Free license,
  - (iii) Paid license - the Licensee is granted a time-limited license with unlimited application functionality for application validity period and with payment for the application use.
4. The Provider reserves the right to change the scope of the license and functionality of the Application being the subject of the contractual relationship and shall inform the Licensee thereof.
5. The Licensee acknowledges and agrees that if sharing the application's content with another person, another person might use, store, record, copy, broadcast, transmit, share, display, disclose, and remove its data. If the Licensee does not want others to have this option, the Licensee shall not use the Sharing Services to prevent his content sharing. The Provider is not responsible for content shared by other Application users.
6. The price and payment terms of the application are governed by the valid price list issued on the Provider's website. The scope of the paid application components is also announced to the user through the KROS Dimensions application.
7. The Licensee undertakes not to modify, delete, remove, or in any other way interfere with the Provider's data set and that the Licensee will not use the application in such a way that would have interfered with the Provider's rights and/or damage Provider's reputation and interests.
8. The Licensee is obliged to use the application in such a way as to prevent unauthorised access to his/her account by an unauthorised person and shall take all measures to avoid login data and password leakage, otherwise, he/she shall be liable for any damage caused to the Provider or a third party.
9. The Licensee acknowledges that the application does not provide data archiving. The Provider is not responsible for the content or materials uploaded, stored, or shared by other users of the application.

#### **Construction Projects**

1. The application called KROS Construction Projects is understood as the provision of an internet-based service to the Licensee for the sake of sharing data, documents, and construction platform on the Provider's website at <https://stavebnictvo.kros.sk/>.

2. The application called KROS Construction Projects entitles the Licensee to upload project documentation from the Licensees' computer software CENKROS, export reports, manage comments, grant the right of access to third and grant access rights to third parties to the extent supported by the application, and use other functions to the extent that the Provider allows.
3. The Provider reserves the right to change the scope of the license and functionality of the Application being the subject of the contractual relationship and shall inform the Licensee thereof.
4. The Licensee acknowledges and agrees that if sharing the application's content with another person, another person might use, store, record, copy, broadcast, transmit, share, display, disclose, and remove its data. If the Licensee does not want others to have this option, the Licensee shall not use the Sharing Services to prevent his content sharing. The Provider is not responsible for content shared by other Application users.
5. The price and payment terms of the application are governed by the valid price list issued on the Provider's website. The scope of the paid application components is also announced to the user through the Construction Projects application.
6. The Licensee undertakes not to modify, delete, remove, or in any other way interfere with the Provider's data set and that the Licensee will not use the application in such a way that would have interfered with the Provider's rights and/or damage Provider's reputation and interests.
7. The Licensee is obliged to use the application in such a way as to prevent unauthorised access to his/her account by an unauthorised person and shall take all measures to avoid login data and password leakage, otherwise, he/she shall be liable for any damage caused to the Provider or a third party.
8. The Licensee acknowledges that the Application does not provide data archiving. The Provider is not responsible for the content or materials being uploaded, stored, or shared by other Application users.
9. The Licensee acknowledges that he also requests Third-Party Applications and Services to be provided through the Application. Third-Party Applications and Services might allow the storage of content or data at the publisher, Provider, or operator of Third-Party Applications and Services. Third-party applications and services might disclose privacy policies or require privacy notices and request agreement to additional terms before installation or use. You should inquire and review any additional terms and Privacy policies before obtaining, using, requesting, or linking your account Platform with any Third-Party Applications and Services.
10. The Licensee agrees not to display inappropriate content or material publicly and will not use the Services and the App to share such content, will not intentionally circumvent any restrictions on access to or availability of the Services (such as extreme overloading of systems), engage in activities being harmful to the Provider and application operators, and Third-party services, and will not unauthorisedly share copyrighted material.
11. The Provider reserves the right to unilaterally reject content if it exceeds storage or size limits, or file size allowed in the application. The provider reserves the right to remove or block content at any time if he determines that the Content might violate applicable law or the License Terms.

### **KROS Construction Budget**

1. The application called KROS Construction Budget means the provision of the internet-based service to the Licensee for the sake of processing and creating a simple budget and quotation using the Provider's up-to-date database of construction works and materials with CENEKON on the Provider's platform on the website at <https://stavebnictvo.kros.sk/>.
2. The Licensee is entitled to use the KROS Construction Budget application to create a quotation and budget with CENEKON online price list database and use other functions to the Provider's extent allowed.
3. The Provider grants a license to use the KROS Construction Budget application to this extent:
  - (i) Read-only license - the Licensee is granted a limited license to preview only the application with a time limitation,
  - (ii) Trial license - the Licensee is granted a time-limited license with an unlimited scope of application functionality, which the Licensee activates through the application on a single-use basis for a specific period. After the expiration period, the license is changed to a Free license,
  - (iii) Paid license - the Licensee is granted a time-limited license with unlimited application functionality for application validity period and with payment for the application use.
4. The Provider reserves the right to change the scope of the licenses and functionality of the Application, being the subject of the contractual relationship, and shall inform the Licensee thereof.
5. The Licensee acknowledges and agrees that if sharing the application's content with another person, another person might use, store, record, copy, broadcast, transmit, share, display, disclose, and remove its data. If the Licensee does not want others to have this option, the Licensee shall not use the Sharing Services to prevent his content sharing. The Provider is not responsible for content shared by other Application users.
6. The price and payment terms of the application are governed by the valid price list issued on the Provider's website. The scope of the paid application components is also announced to the user through the KROS Construction Budget application alone.
7. The Licensee undertakes not to modify, delete, remove, or in any other way interfere with the Provider's data set and that the Licensee will not use the application in such a way that would have interfered with the Provider's rights and/or damage Provider's reputation and interests.
8. The Licensee is obliged to use the application in such a way as to prevent unauthorised access to his/her account by an unauthorised person and shall take all measures to avoid login data and password leakage, otherwise, he/she shall be liable for any damage caused to the Provider or a third party.
9. The Licensee acknowledges that the Application does not provide data archiving. The Provider is not responsible for the content or materials being uploaded, stored, or shared by other Application users.

### **Stavario Application**



1. The Licensee is entitled to use the Stavario Application to manage and administer the online construction workflow including construction diary, attendance system, asset register, tasks and requirements as well as other functions to the extent the Stavario application permits and as determined by the Provider by the software and applications provided.
2. The Stavario application provides access to products, services, websites, links, content, materials, expertise, integrations, or third parties applications, (companies or persons other than operator, in particular Vim o všem, s.r.o., registered office: Smetanova 1249/6, 419 01, Duchcov, Czech Republic, ID no: 06935338) (hereinafter referred to as "third-party applications and services") or the acquisition thereof.
3. The Licensee acknowledges that he/she requests the provision of such Third-Party Applications and Services through the Stavario application. Third-Party Applications and Services might allow the storage of content or data at the publisher, Provider or operator of Third-Party Applications and Services. Third-party applications and services might disclose privacy policies or require privacy notices and request agreement to additional terms before installation or use. You should review any additional terms and Privacy Policy before obtaining, using, requesting, or linking your account Platform with any Third-Party Applications and Services (<https://stavario.com/sk/>).
4. Licensee agrees that you assume all risks and liabilities resulting from use of such Third Party Applications and Services. Moreover, the Provider shall have neither responsibility nor liability to the Licensee nor to any other entities in association with the information and services provided by any Third-Party Applications or Services.
5. Provider claims that he has taken all reasonable measures to ensure the integrity and security of the Stavario Application, guaranteeing, in particular, the data security and regular backup in case of server outages.
6. The price and payment terms of the Stavario application are governed by the valid price list issued on the Provider's website. The purchaser is informed about the scope of the paid application components via the KROS account.

### ONLINE Price list database

1. The application "ONLINE price list database" means a provision of an internet-based service for the licensee to view the articles of the CENEKON price list database on the provider's website [www.cdbonline.kros.sk](http://www.cdbonline.kros.sk).
2. The Licensee is entitled to browse and search the ONLINE Price List Database application items, price list database and use other functions to the extent that the Provider allows.
3. The Provider grants the Licensee a licence to use the ONLINE Price List Database application to the extent of:
  - (i) Free license - the Licensee is granted a license with a limited scope of functionality of the application without explicitly stated time limitation for the application,
  - (ii) Trial license - the Licensee is granted a time-limited license with an unlimited scope of application functionality, which the Licensee activates through the application on a single-use basis for a specific period. After the expiration period, the license is changed to a Free license,
  - (iii) Paid license - the Licensee is granted a time-limited license with unlimited application functionality for the application validity period and with payment for the application use.
4. The Provider reserves the right to change the scope of the licenses provided and the application functionality, which are the subject of the contractual relationship, via the ONLINE Price List Database application itself.
5. The Licensee is entitled to use the Application only for its use, namely activities directly related to the Licensee's business. The application for a single license might be used on a single device only simultaneously.

### Buildary.online application

1. The Licensee is entitled to use the Buildary.online application for a comprehensive online electronic construction diary solution including the construction diary, task management as well as other functions to the extent that the Buildary.online application allows and to the extent that the Provider determines them according to the current software and applications provided by the Provider.
2. The Buildary.online application enables access to products, services, websites, links, content, materials, expertise, integrations, or applications also from third parties (companies or persons other than operator, in particular (companies or persons other than the Provider, in particular First information systems, s.r.o., registration number 49608754, with registered office at Kalvodova 1087/2, Mariánské Hory, 709 00 Ostrava, Czech Republic) (hereinafter referred to as "Third Party Applications and Services") or obtaining them.
3. The Licensee acknowledges that he requests through Buildary.online application the provision of such Third-Party Applications and Services. Third-Party Applications and Services might allow the content or data storage at the publisher, Provider or operator of Third-Party Applications and Services. Third-party Applications and Services might disclose privacy policies or require privacy notices before installation or use agreement to additional terms. You should read any additional terms and privacy policy before obtaining, using, requesting, or linking your account with any Third-Party Applications and Services (<https://www.buildary.online/sk/cena>).
4. Licensee agrees that you assume all risks and liabilities resulting from using such Third-Party Applications and Services. Moreover, the Provider shall have neither responsibility nor any liability to the Licensee nor to any other entities in association with the information and services provided by any Third-Party Applications or Services.
5. Provider claims that he has taken all reasonable measures to ensure the integrity and security of the Buildary.online application, guaranteeing in particular the security of the data and regular backup in case of server outages.
6. The price and payment terms of the Buildary.online application are governed by the valid price list issued on the website of the Provider's website.
7. In the event of the Buildary.online application provision cancellation, the Provider shall be entitled to permanently remove the content from the KROS Attendance Software account created by the Licensee. In this case, the price paid shall not be refunded to the Licensee.
8. The Provider allows free use of the Buildary.online application for 30 days to test it. By testing Buildary.online, the Licensee is obliged not to pay any fees if he/she decides not to use Buildary.online after the 30 days have expired. If the

Licensee refuses to switch to paid mode after the 30-day trial period expiration, the Provider has the right to delete the data created by the Licensee during the trial period.

9. After activation of the paid mode, the price for the Buildary.online application is calculated and paid per construction project and depends on the number of people involved in the construction project (i.e. the people who have access to the construction site) and the number of application modules used on a particular construction site.
10. The Provider is entitled to issue invoices every quarter, i.e. regularly and repeatedly during the calendar year (every 3 months), irrespective of when the Buildary.online application is used during the calendar year, with a due date of 14 days in the amount depending on the actual number of people in the project team and the modules used, until the completion of the respective construction.
11. If payment is not made on time, the Provider have the right to block access to Buildary.online until the Licensee has paid the amount due. The Provider shall inform the assignee of this possibility using a notice in the Buildary.online application.

### Processing of personal data

1. The Provider shall process the personal data of the Licensee, under the provisions of Act No. 18/2018 Coll. on personal data protection and under Regulation (EU) 2016/679 of the European Parliament and the Council, for the sake of business obligations implementation or obligations arising from these LA, for the contract the duration, to and after the contract termination or obligations arising out of or in association with it for the period required and specified in the relevant law and further under general statutes period of limitation. The Provider reserves the right to change the services and products provided being the subject of the contractual relationship, which the Licensee shall be notified of. You might revoke the processing granted at any time and in individual parts, either by telephone or by telephone at KROS a.s. line 041/707 10 10, by e-mail at [marketing@kros.sk](mailto:marketing@kros.sk), or in writing to the following correspondence address KROS a.s.. Personal data provision is voluntary For the above purposes, however, it is necessary for contracting and its subsequent administration. For up-to-date information on the processing of personal data, please visit <https://www.kros.sk/osobne-udaje> or <https://www.kros.sk/informacne-memorandum>.
2. The acquirer agrees that the provider, for the purpose of providing and improving services and for the purpose of enhancing the artificial intelligence system, such as algorithms for data analysis and learning from them without human intervention to draw conclusions from patterns and make predictions in accordance with the licensing terms, may collect, process, use, and store the content of data entered, imported, or created by the acquirer when providing internet services according to these licensing terms, including third-party artificial intelligence services. The acquirer is responsible for the content, including ensuring that it does not violate any applicable laws or these licensing terms.
3. The Licensee gives his/her consent to the use of cookies by the Provider. Cookies are stored on the Licensee's site as short text files and are used to distinguish between Licensees. By visiting the internet application and by consenting to these LAs, the Licensee expresses, under the Directive of the European Parliament on the protection of personal data and privacy in the electronic communications sector, the Licensee consents to the use of short text "cookies" used to collect information about the Licensee. The Provider is not responsible for third-party cookies.
4. The Provider shall not be liable for damages caused by the Licensee's provision of incorrect data. Provision of false personal data shall be sanctioned. The Licensee provides the above personal data voluntarily, The Provider does not guarantee the provision of the service in the case of failure to provide all mandatory personal data,

Ing. Jana Haderková  
Director of KROS a.s.