

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

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 license conditions (hereinafter also "LC") are an agreement that determines the conditions for using programs and applications connected to the acquirer's computer systems via the internet, which may include a wireless network. The acquirer's use constitutes consent to the transmission of standard device information for internet or wireless services.
2. The service provider is KROS a.s., with its registered office at Bytčická 9009/14, Žilina, ID No.: 31635903, registered in the Commercial Register of the District Court Žilina, Section: Sa, Insert No. 10564/L (hereinafter also "provider").
3. If the contracting party is an acquirer who is not a consumer, relations not regulated by the LC and Act No. 513/1991 Coll., the Commercial Code, as amended, shall apply. If the contracting party is a consumer, relations not regulated by the LC 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 License Conditions for Internet Services of KROS a.s. apply to the following products, applications, and services: Double-entry bookkeeping OMEGA, Single-entry bookkeeping ALFA plus, Payroll and Human Resources OLYMP, KROS Attendance, KROS HR system, Budgets and Calculations CENKROS 4 and database files CENEKON and TSP, KROS API connector, KROS Platform, KROS Cloud, KROS Fushky, KROS Invoicing, KROS Company, KROS Tax Returns, KROS MyJob, KROS Personnel Documents, KROS Construction Progress, KROS Bills of Quantities, KROS Construction Projects, KROS Construction Budget, KROS Warehouse, Stavario Application, KROS Digital Office, KROS Online Price Database, and Buildary.online application. The provider allows the purchase and use of some products, applications, and services separately and some only or also in solutions/packages with other products, applications, and services, as stated on the provider's website [www.kros.sk](http://www.kros.sk).
5. **Rights to Install and Use:** By agreeing to these LC, a contractual relationship is established between the provider and the acquirer, based on which the provider grants the acquirer a limited, non-transferable, and non-exclusive license to use the service. This does not grant the acquirer any rights associated with the copyrighted work.
6. **Rules of Conduct:** Content, material, or activities that violate the LC are not permitted. The acquirer will use the services, applications, and act only in accordance with applicable legal regulations. The acquirer will not publicly display or store inappropriate content and materials, intentionally circumvent any restrictions on access to or availability of services and applications, engage in activities that harm the provider and operators of applications, services, and third-party services, or share copyrighted materials without authorization.  
The acquirer is obliged to proceed when using the service and application in such a way as to prevent unauthorized access to their account by an unauthorized person and is obliged to take all measures to prevent the leakage of login data and passwords; otherwise, they are liable for the damage caused thereby to the provider, the acquirer, or a third party.
7. **Scope of License:** The license is for a fixed term for which the service and application have been paid by the acquirer (service validity period) and expires upon the expiry of the validity period of this service and application or upon cancellation of the provision of the service and application.
8. **Termination of License Provision:** The acquirer is entitled to cancel the service and application at any time. The provider is entitled to cancel or restrict the provision of the service and application to the acquirer if the acquirer violates these LC, violates the rules of conduct in point 6 of the LC, infringes the provider's copyrights, is inactive for at least 2 months without a valid service, damages the provider's good name, allows an unauthorized person to use the service and application, or does not communicate in accordance with good morals and principles of fair business conduct. In the event of cancellation of the service provision, the provider is entitled to irretrievably delete the content and all data created by the acquirer in the application and service.  
In the event of termination of the service provision, the acquirer has the right to request the provider to cancel the account/access and delete all registered personal data that are not strictly necessary according to general legal regulations. The acquirer is obliged to submit their request in writing or by email to [kros@kros.sk](mailto:kros@kros.sk). The provider is obliged to execute this request without undue delay, but no later than 30 days from its delivery.
9. **Copyright:** The subject of performance according to the LC, including its subsequent modifications and changes, is a work within the meaning of the provisions of Act No. 185/2015 Coll., the Copyright Act, and thus this work enjoys protection within the meaning of the provisions of this Act. All copyrights belong to the provider. The acquirer undertakes not to change, delete, remove, or in any other way interfere with the work through the service.  
The acquirer acknowledges that by using the provider's programs, the acquirer is obliged to familiarize themselves with the license conditions of individual programs. By using the programs, they agree to the license conditions, which take precedence over these LC.
10. **Price and Payment Conditions:** The price of the service and applications is governed by the valid price list published on the provider's website. Access to the service and application is conditional upon payment of the price for using the service and application, and at the same time, settlement of any due obligations of the acquirer. If the service and applications are canceled, the paid price is not refunded. The consumer as the acquirer, by completing the order, acknowledges and agrees that at the moment of license activation or use of the electronic content in question, they do not have the right to withdraw from the contract within the statutory 14-day period and agrees to the provision of this content before the

expiry of this period. The consumer is duly and timely informed about the impossibility of withdrawing from the contract. The acquirer and the consumer were informed at the moment of license activation or use of the electronic content in question and agree that it is not possible to return any payment for services if this content is provided by the provider. The provider has the right to refuse the return of any payment for services if this content is provided to the acquirer.

11. **Electronic Invoicing:** The provider and the acquirer have agreed that the provider is entitled to send invoices to the acquirer in electronic form. Electronically issued invoices will be sent to the acquirer in a standard format (e.g., pdf) and are considered full-fledged invoices, which replace paper invoices. The acquirer grants the provider consent to send invoices in electronic form within the meaning of § 71 par. 1 let. b) of the VAT Act, as amended, either by sending the invoice by e-mail in electronic form or by sending a web interface – a link to the respective electronically issued invoice (hereinafter "electronic invoice"). The provider will send the acquirer an electronic invoice so that the acquirer receives it no later than 7 days before the due date or as proof of payment. The provider and the acquirer acknowledge that the data made available in the electronic invoice sent to the e-mail address specified by the acquirer are subject to trade secrets and that they are obliged to maintain this secrecy. The provider is not liable for breach of trade secrets if the breach occurred as a result of its leakage from the mailbox assigned to the provider's e-mail address or as a result of leakage from the acquirer's internet application. The provider is not liable for damage to data or incomplete data where the damage or incompleteness of data was caused by a failure on the communication route when using the internet. Furthermore, the provider is not liable for damages arising from poor quality internet connection of the acquirer due to failures on the communication route to the acquirer or as a result of any inability of the acquirer to access the internet. Regardless of the acquirer's confirmation of receipt of the e-mail message containing the electronic invoice, the first working day following the day of demonstrable sending of the electronic invoice by the provider via e-mail shall always be considered the day of delivery of the respective electronic invoice. If the acquirer does not receive an invoice from the provider even by the end of the period for which the acquirer is obliged to pay the invoiced payment, the acquirer is obliged to inform the provider of this fact in writing. This does not affect the provider's right to send other than regularly issued electronic invoices by e-mail. In order to deliver electronic invoices, the acquirer shall notify the provider in writing (electronically) upon concluding the contract of the e-mail address to which the provider will send electronic invoices. The acquirer is responsible for the full functionality of the e-mail address thus notified. The acquirer shall always notify the provider in writing (also electronically) in advance of any change in the e-mail address for delivering electronic invoices. This does not affect the provider's right to send the acquirer an invoice in paper form.
12. **Limitation of Liability:** The provider is not liable for errors that arose as a result of incorrect use of internet services, computer programs, services, and applications (e.g., deletion, overwriting, virus attack), furthermore for errors caused by a third party or an event for which a third party is responsible, or for errors caused by an unavoidable circumstance. Likewise, the provider is not liable for the correctness of results and data achieved when used in specific cases if they are of the nature of quite obvious errors, i.e. errors that can be detected by a usual review of the entire procedure. This also applies if they were caused by an error in a computer program, application, services, and internet services. The provider is not liable and is not obliged to provide service services, or technical support in the event of any defects that arose due to the acquirer's or acquirer-enabled breach of LC obligations, applicable legal regulations, or due to failure to follow instructions. In the event that a demonstrable claim of the acquirer for damages arises, the provider is liable for any lost profit, for any loss of data, or for costs incurred in procuring replacement computer programs, products, or services, for property damage, for personal injury, for business interruption, for loss of business information, or for any direct or indirect damage arising from the installation, use, or inability to use a computer program, product, or service only up to the amount of the price paid by the acquirer to the provider for the use of the computer program, product, or service, or up to EUR 50 if the acquirer uses the computer program, product, or service free of charge. The provider provides services and applications continuously with the exception of necessary outages due to their updating or service interventions by the provider, of which it will inform the acquirer on its website, social networks, or via e-mail.
13. **Cooperation of the Contracting Parties:** The acquirer is obliged to provide the provider with proper cooperation in providing technical support and/or service services, in particular, is obliged to report malfunctions and other defects in the provided performances without undue delay. The acquirer is obliged to provide all information regarding the malfunction or information requested by the provider. If the acquirer performs actions aimed at eliminating or preventing defects themselves, they are obliged to strictly follow the provider's instructions. In the event of a breach of the acquirer's obligation to provide proper cooperation as arising from the provisions of the LC, other provisions of contracts or applicable legal regulations, the provider is not in delay with the elimination of the defect, and the acquirer is not entitled to assert any claim against the provider in such a case due to its non-elimination, while at the same time the acquirer is obliged to compensate the provider for all damages incurred by breaching this obligation. If the occurrence of a defect in the provision of the service or related performance was caused by or due to the fault of the acquirer, or a person authorized by them, the acquirer is obliged to compensate the provider for all damage incurred thereby.
14. **Governing Law:** The parties have agreed that all disputes arising from the contract concluded with them, related documents and internal regulations, or from contracts related to them, including non-contractual claims, will be decided before the General Court of Arbitration of the Slovak Republic, Dunajská 8, 811 08 Bratislava, with final effect by one arbitrator appointed by the arbitration court according to the internal regulations of the arbitration court with the possibility of the court pursuant to § 22a par. 1 of Act No. 244/2002 Coll., with which the parties expressly agree. The current version of the statute of the arbitration court and the rules of procedure of the arbitration court is published on the arbitration court's website: <http://www.vrssr.sk/>. The address for electronic communication of the arbitration court is: [podatelna@vrssr.sk](mailto:podatelna@vrssr.sk). The contracting parties declare that they conclude the contract on the basis of their free and serious will, they have read the contract, familiarized themselves with its content, and understand its content.
15. **Change of Conditions:** The provider reserves the right to change the LC and the price list of services. The current LC and price list are published on the provider's website [www.kros.sk](http://www.kros.sk). New LCs will be published no later than 1 day before they take effect. The new price list will be published no later than 14 days before it takes effect. If the acquirer continues to use the program and service, they agree to the change in the LC. Expression of disagreement with the change in the LC is a reason for termination of the contract by the acquirer, and the provider is entitled to terminate the provision of the service

without the possibility of refunding the payment made by the acquirer.

16. **Validity and Effectiveness of the LC:** These LC become valid and effective on November 1, 2025, and are valid until new license conditions are issued.

**The special conditions below supplement the LC for individual services, applications and platforms.**

**KROS Digital Office Service (Služba KROS Digitálna kancelária)**

1. The KROS Digital Office application provides the acquirer with the registration of accounting documents - cash documents, received and issued invoices via the acquirer's internet on the provider's website to the extent and for the period that the service allows.
2. The acquirer can create records by supplementing data, scanning cash documents via QR code, or loading an electronic document format. A legible record is then created from the scanned data.
3. The acquirer can import the created records into the provider's computer programs called Double-entry bookkeeping OMEGA and Single-entry bookkeeping ALFA plus.
4. By importing records into the provider's computer programs named Double-entry bookkeeping OMEGA, Single-entry bookkeeping ALFA plus, the acquirer registers data that also includes an attachment in PDF, JPG, PNG formats, where the record is then moved to the digital archive section. The acquirer acknowledges that documents in the digital archive section are immutable. For each attachment, a record of the name of the person who archived the document and the date of archiving is stored.
5. The provider reserves the right to change the provided scope of licenses and functionality of the application, which are the subject of the contractual relationship, of which it will inform the acquirer.
6. The acquirer is obliged to proceed when using the application in such a way as to prevent unauthorized access to their account by an unauthorized person, and is obliged to take all measures to prevent the leakage of login data and passwords; otherwise, they are liable for the damage caused thereby to the provider or a third party.
7. The acquirer acknowledges that the application does not ensure data archiving. The provider is not responsible for the content or materials uploaded, stored, or shared by other persons using the application.

**KROS API Connector Service (Služba KROS API konektor)**

1. The acquirer is entitled, through the API Connector service, to transfer data between the provider's accounting program Double-entry bookkeeping OMEGA or Single-entry bookkeeping ALFA plus and the acquirer's e-shop, to the extent and for the period that the service allows.
2. The KROS API Connector service is provided for a period of 12 months from the date of payment. After the end of the period, the acquirer can renew the service according to the valid price list published on the provider's website with the option of payment via third-party payment systems, which the provider will make available to the acquirer.
3. The acquirer has the option to try the service for 15 days free of charge. If the acquirer does not extend the service, the service will be automatically deactivated after 15 days.
4. After 15 days from the end of the validity of the service provision, the service will be permanently deactivated.

**KROS Cloud (KROS Cloud)**

1. The provider provides the KROS Cloud service on the condition that the acquirer has a valid rented license for the Double-entry bookkeeping OMEGA program. For the purposes of these LC, KROS Cloud means a time-limited service within which the acquirer is provided with limited space for storing data created by the acquirer in the program on storage secured by the provider.
2. The KROS Cloud service is tied and connected only for the duration of the license rental for the use of the program and is exclusively provided only for the provider's programs. After the end of the time-limited period for which the acquirer was provided with the KROS Cloud service, the provider is entitled to prevent the acquirer's access to the data created by the acquirer in the program, but at the same time, the provider is obliged to store the data created by the user in the program at its own expense for a maximum of 14 days from the last day for which the acquirer had paid for the KROS Cloud service. After 14 days from the last day for which the acquirer had paid for the KROS Cloud service, the provider is entitled to irretrievably liquidate the acquirer's data created by the program from the storage. The acquirer has the option to back up their data created by the program no later than the expiry of the time-limited period of the KROS Cloud service. The provider is not liable for any damage caused to the acquirer by the loss of data under these conditions. The acquirer expressly agrees to liability, including criminal liability, in the event of loss of data that are, for example, the basis of accounting, fulfillment of the acquirer's tax obligations, and the like.
3. If the acquirer is interested in the KROS Cloud service, the acquirer is obliged to state the number of persons (users) of the KROS Cloud service. The price of the KROS Cloud service is calculated per user (person) for the number of months of the KROS Cloud service validity period. Simultaneously with the KROS Cloud service, the acquirer can purchase a Microsoft Excel license for creating editable reports from the program; the number of such licenses may be the same as or less than the number of KROS Cloud service users. Each purchased license for the use of Microsoft Excel is assigned to a specific user of the KROS Cloud service.

**KROS Platform (KROS Platforma)**

1. The acquirer is entitled, through the KROS Platform, to use applications available from the platform and use other functions to the extent that the KROS Platform allows and to the extent determined by the provider according to currently provided programs and applications.
2. The KROS Platform will include economic and construction programs and applications connected to the acquirer's computer systems via the internet, especially KROS Invoicing, KROS Warehouse, KROS Digital Office, KROS MyJob, KROS Fushky, KROS Construction Progress, KROS Construction Projects, KROS Project Documentation Viewer, KROS 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 may be charged.
4. The KROS Platform may also allow access to or acquisition of products, services, websites, links, content, materials, expertise, integrations, or applications from third parties (companies or persons other than the operator) (hereinafter "third-party applications and services").
  5. The acquirer acknowledges that through the KROS Platform, they are requesting the provision of such third-party applications and services. Third-party applications and services may allow the storage of content or data with the publisher, provider, or operator of the third-party applications and services. Third-party applications and services may inform about privacy policies or may require consent to additional conditions before their installation or use. Before acquiring, using, requesting, or linking your platform account with any third-party applications and services, you should read all additional terms and privacy policies.
  6. The provider does not grant a license to any intellectual property within the framework of third-party applications and services. The acquirer agrees to assume all risks and liabilities arising from the use of these third-party applications and services and that the provider bears no responsibility and has no obligations to the acquirer or other entities in connection with information and services provided by any third-party applications or services.
  7. The provider declares that it has taken all reasonable measures to ensure the integrity and security of the KROS Platform, which guarantee in particular data security, regular backups in case of server outages, and encrypted communication. The provider also continuously updates individual applications from the KROS Platform in order to reduce error rates and increase the security of using the KROS Platform and stored data.
  8. The acquirer has the right to delete their account on the KROS Platform at any time. The account can be deleted through the application or by written instruction to the provider.
  9. In the event of cancellation of the KROS Platform provision, the provider is entitled to irretrievably delete the content of the account created by the acquirer. In this case, the paid price is not refunded to the acquirer.
  10. The provider is obliged to store the data created by the acquirer in the KROS Platform at its own expense for a maximum period of 3 years from the creation of the data. The provider has the same obligation in case of inactivity of the acquirer. Inactivity is considered to be not logging into the applications. Subsequently, after the expiry of the specified period, the provider has the right to irretrievably liquidate the acquirer's data.
  11. The provider reserves the right to unilaterally determine limits for storage or file size allowed in the KROS Platform.

#### **KROS Attendance (KROS Dochádzka)**

1. The acquirer is entitled, through the KROS Attendance program, to use an information attendance system including attendance recording, a virtual attendance reader with access control functionality, as well as other functions to the extent that the KROS Attendance program allows and to the extent determined by the provider according to currently provided programs and applications.
2. KROS Attendance allows access to or acquisition of products, services, websites, links, content, materials, expertise, integrations, or applications also from third parties (companies or persons other than the operator, especially Alveno s.r.o., with its registered office at: Purkyňova 99, 612 00 Brno, Czech Republic (hereinafter "third-party applications and services")).
3. The acquirer acknowledges that through KROS Attendance, they are requesting the provision of such third-party applications and services. Third-party applications and services may allow the storage of content or data with the publisher, provider, or operator of the third-party applications and services. Third-party applications and services may inform about personal data protection principles or may require consent to additional conditions before their installation or use. Before acquiring, using, requesting, or linking their account with any third-party applications and services, the acquirer should read all additional terms and privacy policies.
4. The acquirer agrees to assume all risks and liabilities arising from the use of these third-party applications and services and that the provider bears no responsibility and has no obligations to the acquirer or other entities in connection with information and services provided by any third-party applications or services.
5. The provider declares that it has taken all reasonable measures to ensure the integrity and security of the KROS Attendance program, which guarantee in particular data security and regular backups in case of server outages.
6. The price and payment conditions of the KROS Attendance program are governed by the valid price list published on the provider's website. The acquirer is informed about the scope of the paid parts of the program through the KROS account.
7. In the event of cancellation of the KROS Attendance program provision, the provider is entitled to irretrievably delete the content of the account created by the acquirer. In this case, the paid price is not refunded to the acquirer.

#### **KROS HR System (KROS HR systém)**

1. The acquirer is entitled, through the KROS HR system program, to use a system designed for the administration and management of human resources, including the registration of employee data with access control functionality, as well as other functions to the extent that the KROS HR system program allows and to the extent determined by the provider according to currently provided programs and applications.
2. The KROS HR system allows access to or acquisition of products, services, websites, links, content, materials, expertise, integrations, or applications also from third parties (companies or persons other than the operator, especially Alveno s.r.o., with its registered office at: Purkyňova 99, 612 00 Brno, Czech Republic (hereinafter "third-party applications and services")).
3. The acquirer acknowledges that through the KROS HR system, they are requesting the provision of such third-party applications and services. Third-party applications and services may allow the storage of content or data with the publisher, provider, or operator of the third-party applications and services. Third-party applications and services may inform about personal data protection principles or may require consent to additional conditions before their installation or use. Before acquiring, using, requesting, or linking their account with any third-party applications and services, the acquirer should read all additional terms and privacy policies.
4. The acquirer agrees to assume all risks and liabilities arising from the use of these third-party applications and

services and that the provider bears no responsibility and has no obligations to the acquirer or other entities in connection with information and services provided by any third-party applications or services.

5. The provider declares that it has taken all reasonable measures to ensure the integrity and security of the KROS HR system program, which guarantee in particular data security and regular backups in case of server outages.
6. The price and payment conditions of the KROS HR system program are governed by the valid price list published on the provider's website. The acquirer is informed about the scope of the paid parts of the program through the KROS account.
7. In the event of cancellation of the KROS HR system program provision, the provider is entitled to irretrievably delete the content of the account created by the acquirer. In this case, the paid price is not refunded to the acquirer.

#### **KROS MyJob (KROS MyJob)**

1. The KROS MyJob application is used for communication between two acquirers of the application (employer and their employee) and is also used for uploading and sending documents.
2. The provider provides the KROS MyJob application to two types of acquirers. The first acquirer (employer) has all functions of the KROS MyJob application available for the duration of the valid support package for the Payroll and Human Resources OLYMP program. The second acquirer in the position of an employee has all functions of the application available for the period when the first acquirer (employer of the second acquirer) has a valid support package for the Payroll and Human Resources OLYMP program.
3. The first acquirer creates their account through the Payroll and Human Resources OLYMP program. The second acquirer registers in the KROS MyJob application after receiving an e-mail invitation to the KROS MyJob application from the first acquirer.
4. Both acquirers have the right to delete their account in the KROS MyJob application at any time. The account can be deleted through the application or by written instruction to the provider.
5. In the event of non-payment of the price of the support package for the Payroll and Human Resources OLYMP program, all functions of the KROS MyJob application will be limited for the acquirers to the level of data viewing only. During the period of restriction of the KROS MyJob application functions, the acquirer can 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 acquirers at any time if they violate these LC, the License Conditions for economic and payroll software, the General Terms and Conditions of the provider, or the provider's copyrights and/or the provider's good name.
7. In the event of cancellation of the KROS MyJob application provision, the provider is entitled to irretrievably delete the content of the account created by the acquirers. In this case, the paid price for the KROS MyJob application is not refunded to the acquirer.
8. The provider is obliged to store the data created by the acquirers in the KROS MyJob application at its own expense for a maximum period of 3 years from the creation of the data. The provider has the same obligation in case of inactivity of the acquirer. Inactivity is considered to be not logging into the application. Subsequently, after the expiry of the specified period, the provider has the right to irretrievably liquidate the acquirer's data.
9. The provider undertakes to regularly (daily) back up the data created by the acquirers in the KROS MyJob application.

#### **KROS Personal Documents (KROS Personálne dokumenty)**

1. The application named KROS Personnel Documents means to the provision of services to the acquirer on the internet enabling the preparation and sending of questionnaires and documents for natural persons, the processing and storage of personal data or documents of natural persons and company documents of the acquirer to the extent and for the period that the service allows, or the acquirer can share this data with selected persons.
2. The acquirer is entitled, through the KROS Personnel Documents application, to issue, store, share, edit, print, and export questionnaires or other documents to the extent permitted by the provider.
3. The records created in the Personnel Questionnaires register, which is part of the KROS Personnel Documents application, can be imported by the acquirer into the provider's computer program named Payroll and Human Resources OLYMP.
4. The acquirer agrees that when using the KROS Personnel Documents application, data and information from the acquirer's account in the computer program named Payroll and Human Resources - OLYMP will be sent and shared with the acquirer's account in the KROS Personnel Documents application.
5. The conditions for using the KROS Personnel Documents application are published on the provider's website.
6. The price and payment conditions of the application are governed by the valid price list published on the provider's website.
7. The provider reserves the right to change the provided scope of licenses and functionality of the KROS Personnel Documents application, which are the subject of the contractual relationship. The acquirer will be informed of the change in electronic form.
8. The acquirer is obliged to proceed when using the KROS Personnel Documents application in such a way as to prevent unauthorized access to their account by an unauthorized person, and is obliged to take all measures to prevent the leakage of login data and passwords; otherwise, they are liable for the damage caused thereby to themselves, the provider, or a third party.
9. The acquirer acknowledges that the application does not ensure data archiving. The provider is not responsible for the content or materials uploaded, stored, or shared by other persons using the application.

#### **KROS Tax Returns (KROS Daňové priznania)**

1. The application named KROS Tax Returns means the provision of a service to the acquirer on the internet enabling the issuance of tax returns for natural and legal persons specified on the provider's website.
2. The acquirer is entitled, through the KROS Tax Returns application, to issue, edit, print, and export tax returns to the extent permitted by the provider. If the acquirer also uses the Single-entry bookkeeping ALFA plus or Double-entry bookkeeping OMEGA program, the provider will connect it with the KROS Tax Returns application for the purpose of transferring information and data necessary for creating and using tax returns.
3. The conditions for using the KROS Tax Returns application as well as the price list are published on the provider's website.

4. The provider reserves the right to change the provided scope of licenses and functionality of the KROS Tax Returns application, which are the subject of the contractual relationship. The acquirer will be informed of the change in electronic form.
5. The acquirer is obliged to proceed when using the KROS Tax Returns application in such a way as to prevent unauthorized access to their account by an unauthorized person, and is obliged to take all measures to prevent the leakage of login data and passwords; otherwise, they are liable for the damage caused thereby to themselves, the provider, or a third party.

#### **KROS Invoicing (KROS Fakturácia)**

1. The internet application named KROS Invoicing means the provision of a service enabling the issuance of documents on the internet to the acquirer on the provider's website.
2. The acquirer is entitled, through KROS Invoicing, to issue, register, print, and export electronic invoices and proforma invoices and use other functions to the extent permitted by the provider.
3. The acquirer has the option to try the application for 30 days free of charge in its full scope. If the acquirer does not extend the service, they will be able to use the application to a limited extent as permitted by the provider.
4. The acquirer acknowledges and agrees that KROS Invoicing does not ensure the archiving of registry records, nor the storage of accounting documents created by the acquirer and the keeping of their accounting records.

#### **KROS Company (KROS Firma)**

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

#### **KROS Warehouse (KROS Sklad)**

1. The internet application named KROS Warehouse means the provision of a service enabling the registration of received and sold goods and monitoring of stock levels to the acquirer on the provider's website.
2. The acquirer is entitled, through KROS Warehouse, to issue, register, print, and export documents in connection with the purchase and sale of goods and use other functions to the extent permitted by the provider.
3. The acquirer has the option to try the application for 30 days free of charge in its full scope. If the acquirer does not extend the service, they will be able to use the application to a limited extent as permitted by the provider.
4. The acquirer acknowledges and agrees that KROS Warehouse does not ensure the archiving of registry records, nor the storage of accounting documents created by the acquirer and the keeping of their accounting records.

#### **KROS Fushky (KROS Fushky)**

1. The internet application named KROS Fushky means the provision of a service enabling project (order) management on the internet to the acquirer on the website [www.fushky.sk](http://www.fushky.sk).
2. The acquirer is entitled, through the KROS Fushky application, to manage projects and use other functions to the extent permitted by the provider.
3. The KROS Fushky application allows collaborative access to multiple acquirers with their own login details to the common account of the registered company. The acquirer who creates a common account through the KROS Fushky application will gain administrative access rights in this common account.
4. The provider provides the KROS Fushky application within a common account to multiple types of acquirers with different access rights. The acquirer whose access rights allow it can change the access rights of other acquirers within the common account.
5. The acquirer whose access rights allow it can grant access to the common account to other acquirers by sending an invitation directly from the KROS Fushky application.
6. The price of the application is governed by the valid price list published on the website [www.fushky.sk](http://www.fushky.sk) with the option of payment via third-party payment systems, which the provider will make available to the acquirer. The price of the application is inclusive of VAT.
7. Payment for the KROS Fushky application is in the form of a monthly subscription after the expiry of a 30-day trial period from the start of use. The KROS Fushky application subscription is paid for each common account separately, by automatic payment via third-party payment systems, which the provider will make available to the acquirer at least 5 days before the subscription expiry date.
8. The provider has the right to cancel or restrict the provision of the KROS Fushky application to all types of acquirers at any time if they violate these LC, the KROS Fushky application subscription expires, or the payment for the KROS Fushky application subscription is rejected.

#### **KROS Construction Progress (KROS Priebeh výstavby)**

1. The application named KROS Construction Progress means the provision of a service to acquirers on the internet for the purpose of recording performances for a construction budget on the platform on the provider's website [stavebnictvo.kros.sk](http://stavebnictvo.kros.sk).
2. The acquirer is entitled, through KROS Construction Progress, to upload budgets from the provider's computer program named Budgets and Calculations CENKROS 4, record performances, export overviews, manage comments, grant access rights to third parties to the extent supported by the application, and use other functions to the extent permitted by the provider.

3. The provider grants a license for the use of the KROS Construction Progress application to the following extent:
  - (i) Free license – the acquirer is granted a license with a limited range of application functionality without an explicitly specified time limit,
  - (ii) Trial license – the acquirer is granted a time-limited license with an unlimited range of application functionality, which the acquirer activates once through the application for a certain period of time. After the expiry of the time period, the license changes to a Free license,
  - (iii) Read-only license – the acquirer is granted a limited license only for viewing the application with a time limit,
  - (iv) Paid license – the acquirer is granted a time-limited license with an unlimited range of application functionality for the duration of the application's validity and upon payment of the price for using the application.
4. The provider reserves the right to change the provided scope of licenses and functionality of the application, which are the subject of the contractual relationship, of which it will inform the acquirer.
5. The acquirer acknowledges and agrees that if the application content is shared, another person may use, store, record, reproduce, broadcast, transmit, share, display, publish, and delete their data. If the acquirer does not want other persons to have this option, the acquirer is obliged not to use the services for sharing their content. The provider is not responsible for content shared by other persons using the application.
6. The price and payment conditions of the application are governed by the valid price list published on the provider's website. The acquirer is also informed about the scope of the paid parts of the application through the Construction Progress application itself.
7. The acquirer undertakes not to change, delete, remove, or in any other way interfere with the data set by the provider in the application and not to use the application in a way that would infringe the provider's rights and/or damage its good name and interests.
8. The acquirer is obliged to proceed when using the application in such a way as to prevent unauthorized access to their account by an unauthorized person and is obliged to take all measures to prevent the leakage of login data and passwords; otherwise, they are liable for the damage caused thereby to the provider or a third party.
9. The acquirer acknowledges that the application does not ensure data archiving. The provider is not responsible for the content or materials uploaded, stored, or shared by other persons using the application.

#### **KROS Bills of Quantities (KROS Výměry)**

1. The application named KROS Bills of Quantities means the provision of a service to acquirers on the internet for the purpose of processing bills of quantities from project documentation on the platform on the provider's website [stavebnictvo.kros.sk](http://stavebnictvo.kros.sk).
2. The acquirer is entitled, through KROS Bills of Quantities, to upload project documentation from the provider's computer program named Budgets and Calculations CENKROS 4, record and change bills of quantities and values in the used statements and budget items, export overviews, and grant access rights to third parties to the extent supported by the application, and use other functions to the extent permitted by the provider.
3. The provider grants a license for the use of the KROS Bills of Quantities application to the following extent:
  - (i) Free license – the acquirer is granted a license with a limited range of application functionality without an explicitly specified time limit,
  - (ii) Trial license – the acquirer is granted a time-limited license with an unlimited range of application functionality, which the acquirer activates once through the application for a certain period of time. After the expiry of the time period, the license changes to a Free license,
  - (iii) Paid license – the acquirer is granted a time-limited license with an unlimited range of application functionality for the duration of the application's validity and upon payment of the price for using the application.
4. The provider reserves the right to change the provided scope of licenses and functionality of the application, which are the subject of the contractual relationship, of which it will inform the acquirer.
5. The acquirer acknowledges and agrees that if the application content is shared, another person may use, store, record, reproduce, broadcast, transmit, share, display, publish, and delete their data. If the acquirer does not want other persons to have this option, the acquirer is obliged not to use the services for sharing their content. The provider is not responsible for content shared by other persons using the application.
6. The price and payment conditions of the application are governed by the valid price list published on the provider's website. The acquirer is also informed about the scope of the paid parts of the application through the KROS Bills of Quantities application itself.
7. The acquirer undertakes not to change, delete, remove, or in any other way interfere with the data set by the provider in the application and not to use the application in a way that would infringe the provider's rights and/or damage its good name and interests.
8. The acquirer is obliged to proceed when using the application in such a way as to prevent unauthorized access to their account by an unauthorized person and is obliged to take all measures to prevent the leakage of login data and passwords; otherwise, they are liable for the damage caused thereby to the provider or a third party.
9. The acquirer acknowledges that the application does not ensure data archiving. The provider is not responsible for the content or materials uploaded, stored, or shared by other persons using the application.

#### **KROS Construction Projects (KROS Stavebné projekty)**

1. The application named Construction Projects means the provision of a service to acquirers on the internet for the purpose of sharing data, documents, and information about a construction on the platform on the provider's website [stavebnictvo.kros.sk](http://stavebnictvo.kros.sk).
2. The acquirer is entitled, through the KROS Construction Projects application, to upload budgets from the provider's computer program named Budgets and Calculations CENKROS 4, export overviews, manage comments, grant access rights to third parties to the extent supported by the application, and use other functions to the extent permitted by the provider.
3. The provider reserves the right to change the provided scope of licenses and functionality of the application, which are

- the subject of the contractual relationship, of which it will inform the acquirer.
4. The acquirer acknowledges and agrees that if the application content is shared, another person may use, store, record, reproduce, broadcast, transmit, share, display, publish, and delete their data. If the acquirer does not want other persons to have this option, the acquirer is obliged not to use the services for sharing their content. The provider is not responsible for content shared by other persons using the application.
  5. The price and payment conditions of the application are governed by the valid price list published on the provider's website. The acquirer is also informed about the scope of the paid parts of the application through the KROS Construction Projects application itself.
  6. The acquirer undertakes not to change, delete, remove, or in any other way interfere with the data set by the provider in the application and not to use the application in a way that would infringe the provider's rights and/or damage its good name and interests.
  7. The acquirer is obliged to proceed when using the application in such a way as to prevent unauthorized access to their account by an unauthorized person and is obliged to take all measures to prevent the leakage of login data and passwords; otherwise, they are liable for the damage caused thereby to the provider or a third party.
  8. The acquirer acknowledges that the application does not ensure data archiving. The provider is not responsible for the content or materials uploaded, stored, or shared by other persons using the application.
  9. The acquirer acknowledges that through the application, they are also requesting the provision of third-party applications and services. Third-party applications and services may allow the storage of content or data with the publisher, provider, or operator of the third-party applications and services. Third-party applications and services may inform about privacy policies or may require consent to additional conditions before their installation or use. Before acquiring, using, requesting, or linking their account with any third-party applications and services, the acquirer is obliged to inform themselves and read all additional terms and privacy policies.
  10. The acquirer undertakes not to publicly display inappropriate content or other inappropriate materials through the Construction Projects application and not to use these services and the application to share such content, not to intentionally circumvent any restrictions on access to services or their availability (such as extreme system overload), not to engage in activities that harm the provider and operators of third-party applications and services, and not to share copyrighted materials without authorization.
  11. The provider reserves the right to unilaterally refuse content if it exceeds the storage or file size limits allowed in the application. The provider reserves the right to remove or block content at any time if it finds that the content may violate applicable legal regulations or the License Conditions.

#### **KROS Construction Budget (KROS Stavebný rozpočet)**

1. The application named KROS Construction Budget means the provision of a service to acquirers on the internet for the purpose of creating a simple budget and price offer using the provider's current database of construction works and materials with CENEKON on the platform on the provider's website [stavebnictvo.kros.sk](http://stavebnictvo.kros.sk).
2. The acquirer is entitled, through the KROS Construction Budget application, to create a price offer and budget with the help of the online CENEKON price database and use other functions to the extent permitted by the provider.
3. The provider grants a license for the use of the KROS Construction Budget application to the following extent:
  - (i) Read-only license - the acquirer is granted a limited license only for viewing the application with a time limit,
  - (ii) Trial license - the acquirer is granted a time-limited license with an unlimited range of application functionality, which the acquirer activates once through the application for a certain period of time. After the expiry of the time period, the license changes to a Free license,
  - (iii) Paid license - the acquirer is granted a time-limited license with an unlimited range of application functionality for the duration of the application's validity and upon payment of the price for using the application.
4. The provider reserves the right to change the provided scope of licenses and functionality of the application, which are the subject of the contractual relationship, of which it will inform the acquirer.
5. The acquirer acknowledges and agrees that if the application content is shared, another person may use, store, record, reproduce, broadcast, transmit, share, display, publish, and delete their data. If the acquirer does not want other persons to have this option, the acquirer is obliged not to use the services for sharing their content. The provider is not responsible for content shared by other persons using the application.
6. The price and payment conditions of the application are governed by the valid price list published on the provider's website. The acquirer is also informed about the scope of the paid parts of the application through the KROS Construction Budget application itself.
7. The acquirer undertakes not to change, delete, remove, or in any other way interfere with the data set by the provider in the application and not to use the application in a way that would infringe the provider's rights and/or damage its good name and interests.
8. The acquirer is obliged to proceed when using the application in such a way as to prevent unauthorized access to their account by an unauthorized person and is obliged to take all measures to prevent the leakage of login data and passwords; otherwise, they are liable for the damage caused thereby to the provider or a third party. The acquirer acknowledges that the application does not ensure data archiving. The provider is not responsible for the content or materials uploaded, stored, or shared by other persons using the application.

#### **KROS Online Price Database (KROS Online cenníková databáza)**

1. The application named KROS Online Price Database means the provision of a service to the acquirer on the internet for the purpose of viewing items from the CENEKON price database on the provider's website [www.cdbonline.kros.sk](http://www.cdbonline.kros.sk).
2. The acquirer is entitled, through the KROS Online Price Database application, to view and search for items in the price database and use other functions to the extent permitted by the provider.
3. The provider grants the acquirer a license to use the KROS Online Price Database application to the following extent:
  - (i) Free license - the acquirer is granted a license with a limited range of application functionality without an explicitly specified time limit,



- (ii) Trial license - the acquirer is granted a time-limited license with an unlimited range of application functionality, which the acquirer activates once through the application for a certain period of time. After the expiry of the time period, the license changes to a Free license,
  - (iii) Paid license - the acquirer is granted a time-limited license with a range of application functionality according to the type of purchased license for the duration of the application's validity and upon payment of the price for using the application.
4. The provider reserves the right to change the provided scope of licenses and functionality of the application, which are the subject of the contractual relationship, of which it will inform the acquirer also through the KROS Online Price Database application itself.
  5. The acquirer is entitled to use the application only for their own needs, which means activities directly related to the acquirer's business. An application for a single license may be used on only one device at the same time.

#### **Buldary.online Application (Aplikácia Buldary.online)**

1. The acquirer is entitled, through the Buldary.online application, to use an online application for a comprehensive solution for an electronic construction diary, including a construction diary, task management, as well as other functions to the extent that the Buldary.online application allows and to the extent determined by the provider according to currently provided programs and applications.
2. The Buldary.online application allows access to or acquisition of products, services, websites, links, content, materials, expertise, integrations, or applications also from third parties (companies or persons other than the provider, especially First information systems, s.r.o., ID No. 49608754, with its registered office at Kalvodova 1087/2, Mariánské Hory, 709 00 Ostrava, Czech Republic) (hereinafter "third-party applications and services").
3. The acquirer acknowledges that through the Buldary.online application, they are requesting the provision of such third-party applications and services. Third-party applications and services may allow the storage of content or data with the publisher, provider, or operator of the third-party applications and services. Third-party applications and services may inform about privacy policies or may require consent to additional conditions before their installation or use. Before acquiring, using, requesting, or linking your account with any third-party applications and services, you should read all additional terms and privacy policies (<https://www.buldary.online/sk/cena>).
4. The acquirer agrees to assume all risks and liabilities arising from the use of these third-party applications and services and that the provider bears no responsibility and has no obligations to the acquirer or other entities in connection with information and services provided by any third-party applications or services.
5. The provider declares that it has taken all reasonable measures to ensure the integrity and security of the Buldary.online application, which guarantee in particular data security, and regular backups in case of server outages.
6. The price and payment conditions of the Buldary.online application are governed by the valid price list published on the provider's website.
7. In the event of cancellation of the Buldary.online application provision, the provider is entitled to irretrievably delete the content of the account created by the acquirer. In this case, the paid price is not refunded to the acquirer.
8. The provider allows the use of the Buldary.online application free of charge for a period of 30 days for trial purposes. Trying the Buldary.online application does not create any obligation for the acquirer to pay fees if they decide not to continue using the Buldary.online application after the 30-day period. If the acquirer refuses to switch to the paid mode after the 30-day trial period, the provider has the right to delete the data created by the acquirer during the trial period.
9. After activating the paid mode, the price of the Buldary.online application is calculated and paid per individual construction site and depends on the number of people included in the construction project team (i.e., persons who have access to the construction site) and the number of application modules used on the given construction site.
10. The provider is entitled to issue an invoice with a 14-day due date quarterly, i.e., regularly and repeatedly during the calendar year (every 3 months), regardless of the date of commencement of use of the Buldary.online application during the calendar year, in the amount according to the current number of persons in the project team and used modules, until the completion of the given construction.
11. In the event of non-payment by the due date, the provider has the right to suspend access to the Buldary.online application until the outstanding amount is paid by the acquirer. The provider will inform the acquirer of this possibility through a notification in the Buldary.online application.

#### **Processing of Personal Data**

1. The provider processes the acquirer's personal data in accordance with the provisions of Act No. 18/2018 Coll. on Personal Data Protection and in accordance with Regulation (EU) 2016/679 of the European Parliament and of the Council, for the purpose of realizing business obligations, or obligations arising from these LC, for the duration of the contract, and after the termination of the contract or obligations arising from or related to it for the period required and specified in the relevant legal regulations and further according to general limitation periods. The provider reserves the right to change the provided services and products that are the subject of the contractual relationship, of which it will inform the acquirer. Current information on the processing of personal data can be found at <https://www.kros.sk/osobne-udaje> or <https://www.kros.sk/informacne-memorandum>.
2. The provider has adopted reasonable technical and organizational measures that are appropriate and commercially suitable to ensure the confidentiality of the acquirer's personal data and data entered into the provider's applications by the acquirer, which the provider collects and stores, with the exception according to point 12 of the general part of these LC. These measures also protect this data from unauthorized or unlawful access, disclosure, accidental loss, deletion, alteration, or damage, taking into account the latest technological knowledge for their implementation.
3. The acquirer agrees that the provider, for the purpose of providing and improving services and for the purpose of improving 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 license conditions, acquired, processed, used, and stored the content of data entered, imported, or created by the acquirer when providing internet services under these license conditions, including third-party artificial intelligence services. The acquirer is responsible for the content, including ensuring that it does not violate any applicable legal regulations or these license conditions.

4. The acquirer gives their consent to the provider to use cookies. Cookies are stored on the acquirer's side as short text files and serve to distinguish acquirers. By visiting the internet applications and expressing consent to these LC, the acquirer, in accordance with the Directive of the European Parliament on the processing of personal data and the protection of privacy in the electronic communications sector, expresses their consent to the use of short text files "cookies" used to obtain information about the acquirer. The provider is not responsible for third-party cookies.
5. The provider is not liable for damages caused by the acquirer providing incorrect data. Providing false personal data is punishable. The acquirer provides the specified personal data voluntarily; if all mandatory personal data are not provided, the provider does not guarantee the provision of the service.

Ing. Jana Haderková  
Director of KROS a.s.