

Terms and conditions of Scanddeal service application for business users

Operator:

Business name: **FORBIS, s.r.o.**
Address: Štefánikova 62, Košice 040 01, Slovakia
Company Identification No: 44 458 479
Tax identification No: 2022702308
VAT ID: SK 2022702308
Bank details: ČSOB banka a. s. Číslo účtu: 4006995115/7500
Acting in the name of the company: Ing. Matúš Nováček - managing director of the company
Registered in the Commercial Register of the District Court Košice I, Section Sro, File No. : 22677/V

Article I

Introductory provisions

1. These terms and conditions govern customer rights and obligations of the seller in the field of customer protection in the Slovak Republic, in the European Community and the areas outside the European Community.
2. These terms and conditions apply to the provision of services where the fulfilling takes place in the Slovak Republic or when performance is related to business in the Slovak Republic ,in the European Community and the areas outside the European Community.

Article II

The definition of certain terms and specification of the service and its operation

1. SCANDEAL is the loyalty platform that allows business users to form on the platform for a loyalty program that they can provide their own end-users with.
2. Information system SCANDEAL - Credit partner.
3. Business users - a natural or legal person or self-employed, who uses the services of the SCANDEAL information system - Credit partner.
4. Operator (provider) - an entrepreneur who offers or sells consumer products, or services.
5. Service is any activity or execution that is sold to the customer for payment or without.
6. Web application, SCANDEAL server application, Android OS application for business user and for credit customers.

Article III

The rights and obligations of the business user

1. The provider is obliged to provide applications of Scanddeal information system to business user during the period of validity and effectiveness of the contractual relationship between the provider and business users.
2. The user is required, during provision of the provider's service, to create favourable conditions for the services ordered by the user.
3. The user agrees that by the date of the electronic confirmation of GTC s/he agrees to their content.
4. The provider, while providing services to the user, is obliged to proceed with due diligence and protect the reputation of the user.

Article IV Payment and billing terms

1. The Parties agree that the provider will charge the user a commission for the services specified in Art. II of these GTC for prepaid programs according to the price list, located in the web account of the business user, in the menu: Order a program / Program offers. The provider shall issue the invoice for the purchased software only after confirmation and the business user's full payment of a pro forma invoice.
2. Business users can pay a deposit for the invoice in three ways, namely by: a payment through Pay Pal service, credit card payment via CSOB gateway, a bank transfer.
3. In case of overdue invoice payment issued by the provider for the agreed period the user is to pay a penalty of 0.05% of the outstanding amount for each day of delay. Provider's liquidated damages will be changed in a separate invoice.
4. The contractual penalty shall not affect the right of the provider for a compensation for damages and lost profits.
5. The provider's commission is considered as paid on the date of crediting the provider's bank account.

Article V Reclamation Conditions of SCANDEAL information system - Credit partner

1. The provider is responsible for the operation of SCANDEAL information system - Credit partner for the needs of the business user according to the paid services by the business user.
2. The provider is responsible for the errors of the SCANDEAL information system - Credit partner during the validity and effectiveness of the contractual relationship between the provider and business users.
3. The business user is obliged to inform the provider about an error of the information system SCANDEAL - Credit partner, that they subsequently find during the use of this information system, either by email at: support@scanddealapp.com phone: +421917881074 or in writing to: FORBIS s.r.o., Štefánikova 62, 040 01 Košice. The provider is obliged to remedy all reported errors that occur during the force and effect of the contractual relationship between the provider and business users, or within 24 hours from the date of notification of the complaint of the business user.
4. If the provider fails to comply with the above deadline by which the error of the information system SCANDEAL - Credit partner is to be removed and/or in the agreed alternative date, the business user is entitled to a discount for the prepaid service of the ordered monthly fee for the service provided, that the business user paid to the provider.

Article VI Final Provisions

1. These General Terms and Complaint Conditions are valid and effective on the date of signing by the managing director of the company FORBIS s.r.o. and their publication on the website https://web.scanddealapp.com/business_tos.pdf.
2. These terms and conditions may be amended only with the written consent of the managing director of company FORBIS s.r.o. and additional disclosures on the website https://web.scanddealapp.com/business_tos.pdf.
3. Act. No 40/1964 Coll.of Civil Code and amended legislation and other related generally binding regulations of the Slovak Republic relate to those legal relations which are not defined in these general terms and conditions.
4. Database system of the operator SCANDEAL application is registered by the Office for Personal Data Protection of the Slovak Republic.

5. SCANDEAL Application is under Act No. 618/2003 of Coll.of Copyright law, copyright rights related to copyright and amending certain acts as subsequently amended from (the "Copyright Act"), a work of authorship. Property rights to SCANDEAL application by copyright law and by international copyright treaties concluded by the Slovak Republic, belong to the operator. This Agreement does not grant the user any license in connection with the trade marks of the operator.
6. Provider declares that web domain that runs web and mobile application is protected with SSL security certificate encrypted communication.