

## CLAIM ORDER

### I. GENERAL PROVISIONS

- 1.1. By this Claim Order the company plus55 s.r.o., with its seat at Zámocká 22, 811 01 Bratislava, registered with the Commercial Register of the District Court Bratislava I, Section: Sro, Insert No.: 122755/B, ID No.: 51 053 420 (the “**Operator**“) informs natural persons with which this company concluded Contract on provision of a service (the “**User**“) on the scope, conditions and manner of application of rights from liability for defects of the provided service (the “**Claim**“) including information on where it is possible to exercise the claim.
- 1.2. The Claim Order applies only to services bought by the Users from the Operator via the website [www.plus55.net](http://www.plus55.net) (the “**Portal**“).
- 1.3. The User confirms the fact that he has been acquainted with the Claim Order and the Guarantee Conditions of the Operator by his registration on the Portal of the Operator, with consent with the General terms and conditions and by activation of the paid service on the Portal.
- 1.4. The Claim Order in this form is valid for all cases, unless special warranty terms are agreed.

### II. ENTITLEMENT TO FILE CLAIM

- 2.1. The Operator is responsible for ensuring that the services purchased by the User will meet the service quality requirements in accordance with the nature of the service and a Contract on provision of services concluded between the Operator and the User. During the warranty period, which is defined in Article IV of the Claim Order the User has a right for a free of charge removal of a defect on the service for which the Operator is liable.
- 2.2. The User has a right to file a claim at the Operator only for paid services showing incorrect provision that could be caused by the Operator. The occurrence of the defect is determined by the moment when the User informs the Operator in a demonstrable form that there were found incorrect operating parameters or an interruption of service. The Operator is obliged, within 24 hours, to find the cause of a defect of the service, as far as the nature of the defect allows so and if not specified otherwise.
- 2.3. If the service is defective, the User has the right to file a claim as follows:
  - in writing at the Operator's address of a seat,
  - by email at the email address specified in the terms of use of the Portal the services of which the claim relates to.
- 2.4. The User is obliged to become familiar with the service and its use when purchasing.
- 2.5. The User is obliged to claim at the Operator the defects of the service during the warranty period without undue delay after finding the defects, otherwise the right to file a claim by the User ceases to exist.

- 2.6. The user will file a claim for an incorrectly provided service at the Operator or at its employee authorized to handle claims. When filing a claim the User is obliged to state his identification data, to accurately identify and describe the defect of the incorrectly service rendered and the way in which the defect is manifested as well as a definition of a time when there was a limitation of quality of service. Further, the User is obliged to state which of the entitlements from the liability for defects the User claims or other necessary data. The Operator is not responsible for any incorrect information provided by the User in the User's filed claim and for the impossibility of delivering documents to the User's listed contact information.
- 2.7. The Operator or its authorized employee or another authorized person will determine a way of handling a claim immediately, in complex cases within 3 business days at the latest from filing the claim, in justified cases, in particular when a complex technical assessment of the state of the service is required, not later than within 30 days from the date of filing the claim. After determination of a way of handling a claim the claim will be handled immediately, in justified cases also later; handling a claim will not, however, take longer than 30 days from filing a claim.
- 2.8. The Operator will provide to the User a confirmation on receipt of a claim in the determined form. The confirmation on receipt of a claim will be delivered by the Operator to the User immediately after filing a claim. If the confirmation on receipt of a claim cannot be delivered to the User immediately, the Operator is obliged to deliver such confirmation to the User without undue delay, however, with a document confirming settling a claim at the latest. The Operator as well as the User hereby acknowledge and agree that if the User demonstrably files a claim in an electronic form, all documents related to receipt and settling a claim within a warranty proceedings will be sent by the Operator to the User also in an electronic form. It is in the interest of the User to read such documents.
- 2.9. The User does not have a right to file a claim with respect to the defects on which the User was informed by the Operator when concluding a Contract or about which, having regard to the circumstances in which the Contract was concluded, the User had to be aware.

### **III. EXPIRY OF RIGHT TO FILE CLAIM**

- 3.1. The right to file a claim by the User at the Operator ceases to exist upon:
- failure to prove purchase of a service at the Operator,
  - failure to report apparent defects of a service immediately upon purchase of service or after its occurrence,
  - lapse of the warranty period,
  - damage to the Service caused by the User,
  - improper handling of the service or by using the Service contrary to general rules and specific rules, and General terms and conditions of the Operator,
  - due to force majeure.

3.2. The Operator is responsible for defects in the Service provably caused by breach of its obligations under the Contract or obligations following from generally binding legal regulations valid in the Slovak Republic. The Operator is not responsible for Service failures caused by technical, operational or other circumstances which the Operator was not able to influence or avert, even if acting with professional care, especially for service failures caused by:

- failure or inappropriateness of the User's own technical equipment for which the User is solely responsible,
- misconduct by the User when using technical equipment or using the Service,
- damage or interference by the User with the technical solution of a Service,
- interruption of local access or connection provided by Internet connection operator.

#### **IV. WARRANTY PERIOD**

4.1. The warranty period for a paid service is defined by the time duration of the service provided, it lasts during its provision, unless a different warranty period is set for specific cases, and shall run from the date of purchase of the service.

4.2. The warranty period for the paid service is prolonged by the time during which the User could not use this service due to exercising the right from liability for damage to the service until the time of handling the claim when the User could use the service again.

#### **V. MANNER OF CLAIM SETTLEMENT**

5.1. Settling a claim means termination of the warranty proceedings by removal of a defect of a service provided, exchanging the service for another, by returning the price for the service provided, by paying a reasonable price discount for the service provided or a reasoned rejection of the claim.

5.2. The Operator is obliged to issue a statement on settling a claim in writing not later than within 30 days from the day of filing a claim.

5.3. In the Operator finds out by examining the claim that the claim was filed on time, within a determined warranty period and that the claimed defect represents a defect for which the Operator is liable, the User has a right:

- a) as regards removable defects:
  - for free, timely and proper removal of the defect while the Operator is obliged to remove such defect without undue delay,
  - the Operator is always entitled, instead of removal of a defect, to replace a defective service with a service without a defect if it does not cause serious difficulties to the User,
- b) as regards non-removable defects:
  - for exchange of the claimed service for a new adequate service or for withdrawal from the contract with the Operator and for the

- return of the price for the provided Service, if the claimed defect hinders the proper use of the service,
    - for a reasonable discount from the price of the service provided if the claimed defect does not prevent the User from the proper use of the service,
  - c) if repeated defects or a greater number of defects are concerned, for the exchange of the claimed service or for withdrawal from the contract with the Operator and for the return of the price for the service provided, even in cases when the claimed defect may be removed but the User cannot use the service properly for the same repeated defect or for a greater number of defects.
- 5.4. The Operator reserves the right to replace a defective service with a service without defects.
- 5.5. Settlement of a claim applies only to the description of the defect specified by the User.
- 5.6. After the lapse of the period for settling a claim stated in Article II (2.7) of this Claim Order the User has a right to withdraw from the contract or is entitled for an Exchange of a service for a new Service.

## **VI. FINAL PROVISIONS**

- 6.1. The relevant provisions of the Civil Code and the Act No. 250/2007 Coll. on Consumer Protection and on Amending the Act of the Slovak National Council No. 372/1990 Coll. on offenses as amended shall apply mutatis mutandis to relationships not governed by this Claim Order.
- 6.2. If the User has the status of an entrepreneur the liability for the defects of services provided by the Operator shall be governed by the provisions of the Act No. 513/1991 Coll. Commercial Code, as amended.

In Bratislava, on 20.5.2018