

General terms and conditions

General terms and conditions of providing services of the Portal mimaci.sk, mimaci.eu, mimaci.com (the „**GTC**“)

State to the date: 01.01.2018

1. Introductory provisions

1.1. GTC have been issued by the company:

Business name:	Digital Education, s.r.o.
Registered office:	Bulharská 42, 917 01, Trnava, Slovak Republic
Company ID No:	50741128
Registration:	Commercial register of District court Trnava
Section:	Sro
Insert No.:	39624/T

(the „**Company**“)

1.2. The GTC apply to the Web Portal mimaci.sk, mimaci.eu, mimaci.com (the „**Portal**“) and also to all websites located on this Web Portal (the „**Website**“) and to all services provided through the Portal or Websites and related services (together referred to as the „**Services**“) and to all users of the Portal, the Website and the Services (the „**User**“). An application of different business terms and conditions (such as those specified by the User) is excluded.

1.3. Please review the GTC as soon as you visit the Portal. Each User is obliged to become acquainted with the GTC before using the Portal or Services. The User agrees to the GTC by using the Portal, the Website or the Services. If you do not agree with the GTC or you are not entitled to give consent to the GTC, do not use the Portal, the Website or the Services, and immediately leave the Website.

1.4. The Company is entitled to alter or amend the GTC at any time. The alteration or amendment of the GTC is effective as of the publication of the new version of the GTC on the Website in accordance with the GTC.

2. Description of the range of services

2.1. The Company operates the Portal, which is an educational portal focusing on pre-school (pre-primary) education and elementary school education. The Portal provides the User with out-of-school supplementary educational activity.

2.2. Services are provided in the following ways:

a) without registration in the form of free (basic) membership, which allows to use selected Services according to the Company's parameters, or

b) upon registration in the form of free membership, which allows to use selected Services according to the Company's parameters, whereas the range of use of selected Services will be higher according to the Company's decision than in the case of the use of services without registration, or

(c) in the form of paid services (the „**Paid Services**“ and the „**Paid Membership**“). After visiting the Website, the User will gain access to a freely accessible part of the Portal, which is available, for example, on the domain mimaci.sk, mimaci.eu, mimaci.com or on the websites of the cooperating partners, into which the Portal is integrated.

2.3. The User may obtain the Paid membership at any time. Before obtaining the Paid Membership, the User is obliged to register through the form provided on the Website and state at least mandatory data or through other channels (such as Facebook, Google account).

2.4. After registration, the User is informed of the relevant paid service and payment terms. The Company is entitled to entrust third persons with the provision of part or the whole range of Services. However, this must not have a negative impact on the proper provision of services.

3. Paid services

3.1. The access to use the paid Services through the Portal requires registration and login. For registration and subsequent login, the User needs a valid e-mail address and a selected username or other required account (such as Facebook account, Google account).

3.2. Registration is subject to the User's full age, filling in the registration form and consent with the rules established by the Company, in particular the GTC.

3.3. By registration a contractual relationship arises between the Company and the User.

3.4. The agreement on the Paid Membership with the User arises only when the Company sends to the User an e-mail confirmation of the User's prior Paid Membership electronic order, but not before the User pays the respective fee for the paid membership in accordance with the price list issued by the Company. Upon successful registration, the User will receive a confirmation e-mail.

3.5. Prior to entering into an agreement on the Paid Membership, the User will be informed of the content of the relevant paid service, pricing and payment terms.

3.6. Contractual information (membership information) and applicable GTC are sent to the User together with the confirmation e-mail. The User has an option to save and/or print the information and GTC. Contractual information remains deposited by the Company.

3.7. In the event of non-payment of paid services, the Company is entitled to immediately prevent the User from access to these services. The costs associated with the cancellation and the applicable bank charges will be in such a case paid to the Company by the User as damages. In case of delayed payment, the User is not entitled to a refund for the period during which the User cannot use the paid services.

3.8 The Paid Membership allows the User the access to the Paid Services. There are two types of Paid Membership:

1. Parent – it provides access to the Paid Services for maximum of three persons, for maximum of three devices
2. Kindergarten – it provides access to the Paid Services for maximum of 30 persons, for maximum of 30 devices.

4. Technical prerequisites for the use of the Services and the Portal

4.1. The prerequisite of use of the Portal and the Services is to fulfill following technical prerequisites on the part of the User:

- a) The Web interface is optimized for the use with devices supported by the producer with an updated operating system with the latest browser versions; Supported browsers are: Chrome, Firefox, Opera, Edge, Internet Explorer, Safari,
- b) Supported devices are tablet and pc,
- c) Playing is possible only on Landscape mode; Portrait mode is not supported,
- d) the minimum device resolution shall be 1024 pixels in width and 768 in height,
- e) Processor performance and memory size must be adequate to display more demanding WebGL-enabled Websites,
- f) support Javascript, HTML5, CSS3 and cookies,

g) for the use of a narrator – voice transmission from text to speech - Text-to-Speech (TTS), the device must include a sound card, speakers.

5. Payment terms

5.1. The current fees for registration of the Paid Membership are stated on the Portal. Fees are always paid for a certain period. The fee is considered to be a remuneration for the Paid Services.

5.2. The Company will send notice of termination of membership to the User at the appropriate time before the end of the period, for which the fee was paid, with information on the possibility to extend the membership.

5.3. Payment of the fees for the selected membership period must be made in advance.

5.4. By entering the payment information the User gives the Company permission to make a payment.

5.5. In the event of a delay in the partial or total payment, the Company reserves the right to charge to the User the entire outstanding amount.

5.6. Membership fees can be made via a payment card and Paypal, or by any other means specified by the Company. All prices are shown in Euro inclusive of VAT.

5.7. After payment of the fee in accordance with the GTC and the fee identification by the Company, the User will gain access to the Paid Service.

5.8. The Company is entitled to the fee regardless of whether the User actually has used the Paid Service.

5.9. By using a username and a password, the User has access to the Paid Service from any device, but the number of devices is limited to the particular type of membership.

6. Personal data protection

6.1. In providing services, the Company is governed by applicable laws, in particular consumer protection and personal data protection laws. For information on how the Company deals with the Users' personal data, see the Privacy Policy.

6.2. By filling in the registration, the User agrees with the processing of the User's personal data under the Privacy Policy.

7. Obligations and responsibilities of the Company

7.1. The Company is obliged to allow the User to access the Paid Service through the Portal under the terms of the GTC.

7.2. The Company guarantees the User access to the Paid Service under sec. 7.1 of this article, only if the User uses a username and a password.

7.3. The Company is not liable for the impossibility of access to the Paid Service caused by the technical characteristics of the device. The technical prerequisites of the device are determined by the GTC. The User is aware that the technical characteristics of the device that prevent from the use of the Paid Service include, for example, missing Javascript support on the device or prohibiting the full functionality of the Javascript on the device on the part of the User.

7.4. In case of payment of the Fee by transfer from a bank account, the Company is not liable for crediting the payment to the Company's account.

7.5. The Company does not guarantee to the User that during the use of the Paid Service, the range and content of the Paid Services will be identical to the range and content that there was on the User's registration date or the date of payment of the Fee for the further period.

7.6. The Company is not liable for any damage caused by the device's inadequacy or the functionality or the operation of the device.

7.7. The Company is not liable for any damage caused by misuse of the username and the password and/or caused to the User's device.

7.8. The Company is not liable for any errors of service caused by the User. Similarly, the Company is not liable for misuse of the data disclosed by the User to other persons. The limitation of liability applies to all organs, employees and persons entrusted with performing of obligations when providing the Services.

7.9. The Company is not liable for failure to perform the Company's obligations under the GTC, if the Company cannot perform them as a result of force majeure. The circumstances that are not dependent on the will of the Company and which the Company cannot influence are considered to fall under the circumstances excluding liability.

7.10. The Company is entitled to inform the User by e-mail and/or SMS/MMS about service offers, including promotional offers, about the possibility to purchase the service for the further period, about the obligation to pay the Fee for the further period of access to the Paid Service, about the current service offers, to which the User grants the Company its approval. At the same time, the User grants the Company consent to process the User's personal data in extent of the e-mail address for the purpose of conducting public opinion polls. The consent under this section is granted for an indefinite period and the User may withdraw it at any time.

7.11. The Company is entitled to temporarily suspend access to the Paid Service without being considered to be in breach of its obligation, for reasons of safety, in case of force majeure, as a result of a decision of the competent authority, for repairs and work required for operation, inspection and maintenance of the Portal or Paid Service. The Company may notify the User about a temporary suspension of access to the Paid Service by a notice published on mimaci.sk, mimaci.eu, mimaci.com, preferably in advance, otherwise within a reasonable period, and at the same time the Company will notify the reason and the estimated period of suspension of access to the Paid Service.

7.12. The User grants the Company the consent to inform the User about the products or services of the Company's business partners, in particular by e-mail or SMS/MMS. The User has the right to withdraw this approval at any time in writing.

7.13. Liability under the Act on liability for damage caused by defective product (by product defect), under warranty or due to willful misleading is not affected by the above mentioned provisions, if the Services are provided within the territory of a EU Member State.

8. Obligations and Responsibilities of the User

8.1. The User is liable for the content of the User's profile as well as for all information the User provides through the Portal.

8.2. The User declares that all of the information stated by the User is true. The contractual parties have agreed that the Company is entitled to verify the accuracy of the stated data, if the Company considers it necessary.

8.3. The User assures the Company that the User does not observe any business and/or commercial intentions in connection with the use of the Portal and the Services. The User undertakes not to use the Portal for business or commercial purposes, unless the ordered Paid Membership allows it.

8.4. The User undertakes not to upload any photographs, texts, software or other copyrighted information within the Portal offers and services without having the necessary rights or permissions.

8.5. The User undertakes to comply with all relevant applicable laws when registering and using the Portal.

8.6. The User may under no circumstances (forbidden behavior):

- a) misuse personal data (including e-mail addresses) to impersonate third persons;
- b) state bank connections or credit card details of third persons;
- c) disclose personal data of third persons, such as their name, telephone and fax numbers, home addresses, e-mail addresses, photo/video files and/or URL without the permission of authorized third persons;
- d) distribute defamatory, offensive or otherwise unlawful material or similar information; threaten or harass others or violate the rights (including personal rights) of third persons;
- e) upload files that contain infected software (e.g. computer virus); use the service in a way that negatively affects the availability of offers for other users;
- f) capture or attempt to capture unauthorized emails;
- g) promote or advertise in any way other portals and companies;
- h) send out the chain messages;
- i) state in the profile the names, addresses, telephone or fax numbers, e-mail addresses, usernames or other names or other contact details for communication or other internet services;
- j) provide usernames and passwords to third persons or to use them together with third persons, provided that the paid membership does not allow it.

8.7. Inadmissible commercial or business use pursuant to the GTC is in particular:

- a) paid offers of goods or services of any kind, calls for giving an offer or a reference to an offer available elsewhere;
- b) the promotion of business websites, i.e. especially those that offer paid goods or services that serve to display or promote businesses or other commercial websites. This especially applies to advertisements in the form of pop-ups, banners or highlighted or prominent links;
- c) references (direct or indirect) to the Portal of another operator;
- d) the dissemination of advertisement in any form between other users of the service or other users and the sending of messages serving commercial purposes. This applies in particular to an insertion and disclosure of such profile links or sending of messages via an internal communication system.

8.8. The User undertakes not to disclose and make available the username and password to the Paid Service in any way to a third person. The User is obliged to ensure that the access code is kept secret and protected against any misuse by any third person. In the event that the User breaches the obligation under this section, the User is obliged to compensate the Company for any damage caused by breach of its obligation.

8.9. In case of loss of password, detection of password misuse or suspicion of password misuse, the User is obliged to inform the Company about these facts without undue delay. The Company may block the access to the services based on this user name. The User may ask for a new password.

8.10. If the User is in breach of the obligation arising from the user relationship, the Company may, in accordance with statutory provisions, claim damages for such damage and/or the payment of the necessary costs. This does not apply, if it is established that the User is not liable for the arisen situation.

8.11. In particular, the User undertakes to relieve the Company from any liability and any obligations, expenses and claims incurred to the Company as a result of the User's unacceptable behavior, such as defamation, insults, violation of personal rights, infringement of intellectual property rights or other rights of third persons or interruption of services to the other Users.

9. Blocking of access in case of suspicion

9.1. The Company is entitled at any time, without compensation and without prior notice, to block access to the Portal and the Services and to cancel the Paid Membership, in particular:

- a) in case of violation of GTC, contractual terms or laws,
- b) when it is ordered by the courts or by the state authorities,
- c) if the Paid Membership has been terminated,
- d) if the User has not paid any of the payments,
- e) if so determined by the GTC

9.2. The Company may, at its own discretion, send to the User, prior to blocking of the account, a reminder to his registered e-mail in order to have an opportunity to explain suspicion or enable the User to correct the situation.

9.3. The User's obligation to pay the contractually agreed amount under the Paid Membership remains unaffected by the blocking of access and the cancellation of membership. If the User's access has been blocked and if a subsequent blocking is found to be unauthorized, the Paid Membership will be prolonged accordingly. If the prolongation is not possible or objectively viable, the Company will return to the User a payment corresponding to the time of the blocking.

9.4. The Company is also entitled to block an access, if the Company has reasonable suspicion that an access to the Paid Service is used upon one access code by more than a permitted number of persons or if it is used on more devices than a permitted number of devices.

10. Terms and manners of claim

10.1. The User is entitled to make a claim regarding defects of access to the Paid Services to the Company within 7 days from the date of occurrence of the defect, by e-mail at the address: mimaci@mimaci.com

10.2. The User is obliged to specify exactly the claimed defect and also to indicate the time period during which the defect has occurred.

10.3. The User's claim is considered to be justified, if a system failure occurs on the Company's side and the User does not have access to the Paid Service for more than 48 consecutive hours.

10.4. The Company is obliged to deliver confirmation of the claim lodging to the User. If it is not possible to deliver the confirmation immediately, it must be delivered without undue delay, but at latest together with a receipt of claim settlement; the confirmation of the claim lodging does not have to be delivered, if the User has the possibility to prove the claim lodging in another way.

10.5. If the User's claim is justified in accordance with sec. 3, the Company will provide the User with a discount in the form of a prolongation of an access to the Paid Service for a period during which the User does not have an access to the Paid Service as a result of the defects. The Company is obliged to inform the User about the claim settlement according to the previous sentence.

10.6. The User, who is a consumer, is entitled to contact the Company with a request for remedy, if the User is not satisfied with the manner in which the Company has settled the claim or if the User believes the Company has violated the User's rights. The User is entitled to file a claim to open an Alternative Dispute Settlement (the „**ADS**”), if the Company has refused the request under the previous sentence or has failed to respond to a request under the previous sentence within 30 days of the date of its dispatch. The proposal is submitted by the consumer to the relevant ADS entity; the possibility to make a claim in court is thereby not affected. Other conditions related to ADS are set out in Act No. 391/2015 Coll. on alternative settlement of consumer disputes as amended.

11. Final provisions

11.1. The GTC as well as the agreement between the Company and the User are governed by the laws of the Slovak Republic, excluding the UN purchase law.

11.2. In addition to the GTC, the agreement and documents, to which the GTC or agreement refer (for example the Privacy Policy), there are no other written or oral arrangements between the Company and the User.

11.3 The total or partial invalidity of the individual provisions of the GTC or the Agreement does not affect the validity of the other provisions.

11.4. Communication between the Company and the User is done in electronic form.

11.5. The User's and the Company's notifications are considered to be delivered at the time of sending the e-mail to the other party.

11.6. In the event that any provision of the GTC will be in whole or in part void, unenforceable or ineffective, the remaining part of the GTC will remain valid in full.

11.7. The GTC will be amended and interpreted in accordance with the laws of the Slovak Republic.

11.8. The contractual parties have agreed according to the Article 3 sec. 1 of Act No. 244/2002 Coll. on arbitration as amended (the „Arbitration Act”) that any disputes arising from legal relationships arising from this agreement or resulting from this agreement or related to this agreement, including any subsidiary legal relationships and legal relationships arising from the right to unjust enrichment, claims for damages, disputes concerning validity, interpretation, termination of this agreement or this arbitration clause, will be decided exclusively in arbitration proceedings. These disputes will be exclusively settled by an arbitrator enrolled in the list of arbitrators published on the website ssrs.sk pursuant to the provisions of the Procedural Rules and the Statute issued by the Slovak Standing Arbitration Court (the „SSAC”), having registered office in Trnava at Hlavná Street 31, established by the Institute of Legal Studies, ID No. 45 746 516, having registered office at Hlavná 31, Trnava, unless the new Procedural Rules or other internal regulation are stated on the website ssrs.sk; in which case the new versions will apply in the proceedings. This arbitration clause does not apply, if the case is to be decided in consumer arbitration proceedings.

11.9. The supervisory authority, to which the Company is subject, is the Slovak Trade Inspection with registered office at Prievozská 32, 820 07 Bratislava.

11.10. The GTC are governed in entirety by the laws of the Slovak Republic, even if the User is not a Slovak citizen.

11.11. Relationships not governed by the GTC are governed by the laws of the Slovak Republic, in particular by Act No. 513/1991 Coll. Commercial Code, Act No. 40/1964 Coll. Civil Code as amended, Act No. 250/2007 Coll. on Consumer Protection as amended, Act No. 22/2004 Coll. on E-commerce, Act No. 102/2014 Z. z. on the protection of the consumer in the sale of goods or in the provision of services on basis of a distance contract or a contract concluded outside the seller's premises as amended.

11.12. The company is entitled to amend the GTC. The Company is obliged to publish the new wording of the GTC on its website mimaci.sk, mimaci.eu, mimaci.com for at least 15 days prior to the GTC's announced effective date. If the User does not agree with the new wording of GTC, the User is entitled during this period to provide the Company with a request to terminate access to the Paid Service. After the expiration of this period, the GTC will come out of force and the new GTC will become effective.