

GENERAL TERMS AND CONDITIONS – SMALLBIZ PLATFORM

Version, GTC Effective Date: 1.0, 24.05.2018 - 31.08.2018

1. INITIAL PROVISIONS

- 1.1. The provisions of these General Terms and Conditions – SmallBiz platform (“SmallBiz Terms”) outline the terms regarding your use of SmallBiz platform (“Services”). These SmallBiz Terms are a legally binding contract between you and Exponea s.r.o., Business ID No. 50017560, with its registered office at Twin City B, Mlynské Nivy 12, 821 09 Bratislava - mestská časť Staré Mesto, Slovakia, registered in the Commercial Register maintained by the County Court in Bratislava I, Section Sro, Insert 107011/B (“Exponea”).
- 1.2. If you are using the Services on behalf of an organization, you are agreeing to these SmallBiz Terms for that organization and promising to Exponea that you have the authority to bind that organization to these SmallBiz Terms (in which event, “you” and “your” or “Customer” will refer to that organization).
- 1.3. If you do not agree with these SmallBiz Terms, do not register and / or use any of the Services.

2. DEFINITIONS

- 2.1. In these SmallBiz Terms, unless the context requires otherwise, the words and expressions set out in this clause 2.1 shall have the meaning ascribed to them herein:

Account	means the account created and/or authorised for by you based in order to utilise the Services;
Affiliate	mean(s) any person or entity which, directly or indirectly, is in control of, is controlled by, or is under common control with such entity; for the purpose of this definition, "control" of an entity means the power, directly or indirectly, to either: (a) vote 10% or more of the securities having ordinary voting power for the election of directors of such entity; or (b) direct or cause the direction of the management and policies of such entity whether by contract or otherwise;
Customer	means a subject using our Services;
Guides	means user guides, cookbook, technical documentation and FAQs designed for some or all of the Services as may be provided to you and/or published by Exponea on smallbiz.exponea.com.
Event	means any user interaction with content processed, tracked or generated in connection with the Services, including but not limited to e-mail, page views, transactions or data input;
Services	means the service provided by Exponea via SmallBiz platform.

3. REGISTRATION FOR SERVICES

- 3.1. Account. Prior to using Services, the Customer shall need to create an Account. For more information regarding creating the Account please see Art. 2.1 of Privacy Policy – SmallBiz platform.

4. ACCEPTABLE USE OF OUR SERVICES

- 4.1. Acceptable use. By using our Services, you agree subject to any conditions, restrictions or constraints imposed on you (if applicable), use commercially reasonable efforts to prevent unauthorized access to or use of the Services, including maintaining adequate security precautions, consistent with then current standards in the industry and notify Exponea of any such unauthorized access or use promptly upon becoming aware of such access or use.

5. RESTRICTIONS TO OUR SERVICES

- 5.1. Restrictions. You shall not (and shall not authorise any third party to): (a) modify, translate, reverse engineer, decompile, disassemble or create any derivative works based on the Services, except to the extent

that enforcement of the foregoing restrictions is prohibited by applicable legislation; (b) circumvent any user limits, event limits, usage limits or other timing, use or functionality restrictions built into the Services; (c) remove any proprietary notices, labels, or marks from the Services; (d) frame or mirror any content forming part of the Services; (e) access the Services in order to (i) build a competitive product or service, or (ii) copy any ideas, modules, functions, or graphics of the Services; (f) register, directly or indirectly make it possible to register or anyhow support the third party registration of trademarks, business names or other designations of Exponea (or related or similar business names or other designations), (g) use Exponea's intellectual property rights (or any related or similar logos and/or trademarks of Exponea) for your benefit, e.g., by combination of Exponea logos and/or trademarks with your own business name and/or company name or your own products or services, (h) use the Services to engage in illegal, fraudulent or other wrongful conduct, including, but not limited to (i) violation of any applicable local, state, national or international law, rule, regulation or order of any court; (ii) distributing defamatory, obscene or unlawful content (iii) transmitting any information or data that infringes any intellectual property rights of any third party or that is otherwise libelous, unlawful, or tortious.

6. THIRD PARTY SERVICES

- 6.1. API – third party services. As part of the Services provided, Exponea may also provide certain Services aimed at connecting the Customer to the services of other providers (such as e-mail provided by providers of messaging platforms). Exponea provides only integration and not service itself. In such cases Exponea only provides API services for connecting these third-party services to the Services provided by Exponea. Please be aware that the services are provided by the third parties, and therefore may be subject to their terms.
- 6.2. Subcontractors. Exponea may also use the subcontractors to provide certain parts of the Services. Certain Services may be subject to additional terms, for instance:
 - a) Hosting. You acknowledge that Exponea uses a third-party provider for hosting services. The Customer acknowledges that Exponea uses a third-party provider for mailing services, whose details are available in the list available at https://exponea.com/terms-of-service/list_of_sub-processors_and_sub-contractors.pdf

7. INTELLECTUAL PROPERTY RIGHTS

- 7.1. Intellectual Property. Exponea, and its suppliers and/or licensors if applicable, shall retain all rights (including but not limited to all patent rights, trademark rights, copyright, trade secrets and any other intellectual property rights) in and to the Services and any Guides. The Customer agrees that only Exponea (or its Affiliates) shall have the right to enhance or otherwise modify the Services. If the Customer provides Exponea with any reports of defects and/or suggests modifications (“Report”), Exponea shall have the right to use such Report, including incorporating such Report into its Services or other software products, without any obligation to the Customer. Unless specifically agreed otherwise in writing, Exponea reserves all rights and grants the Customer no licences of any kind, whether by implication or otherwise. Exponea shall own and retain all right, title and interest in and to (a) the Services and all improvements, enhancements or modifications thereto; (b) any software, applications, inventions or other technology developed in connection with implementation Services or support by Exponea; and (c) information derived from aggregated and anonymised data, and (d) all intellectual property rights related to any of the foregoing.
- 7.2. Artificial intelligence services. Notwithstanding anything to the contrary in these SmallBiz Terms, Exponea shall have the right to collect and analyse data and other information relating to the provision, use and performance of various aspects of the Services and related systems and technologies (i.e. anonymized aggregate information derived from data that undergoes processing), and Exponea will be free (during and after the term hereof) to (i) use such information and data to improve and enhance the Services and all capabilities of artificial intelligence that will increase the performance and effectiveness of the Customers' campaigns or for other development, diagnostic and corrective purposes in connection with the Services and other Exponea's offerings (or offering of its Affiliates), and (ii) make such data available in the aggregated and anonymized form, i.e. via so-called anonymized industry standard trends.

8. LIABILITY, WARRANTY AND INDEMNITY

- 8.1. No warranties. To the maximum extent permitted by law, the Services and Guides are provided “as is” without any representations, warranties and/or conditions of any kind and used at your sole risk; Exponea does not make any warranties, claims or representations and expressly disclaims all such warranties of any

kind, whether express, implied or statutory, with respect to the Services including, without limitation, warranties or conditions of quality, performance, non-infringement, merchantability, or fitness for use for a particular purpose. Exponea further does not represent or warrant that the Services will always be available, accessible, uninterrupted, timely, secure, accurate, complete and error-free or will operate without packet loss.

- 8.2. No liability. Unless explicitly stipulated otherwise in these SmallBiz Terms, Exponea shall not be liable for any direct, indirect or consequential loss or damage, loss of income or profit, loss of goodwill, loss of business opportunity, loss of contracts, loss of operating time, loss of use, loss of data, impaired reliability, or increased susceptibility to failure, arising out of or in connection with these SmallBiz Terms.
- 8.3. Limitation of liability. If clause 8.2 hereof is invalid or void under the applicable law, you agree that the total foreseeable damage that you may incur arising out of or in connection with these SmallBiz Terms is one hundred (100) EUR.
- 8.4. Indemnity. If any third party brings a claim against Exponea in connection with, or arising out of (i) your breach of these SmallBiz Terms; (ii) your breach of any applicable law of regulation; (iii) your infringement or violation of the rights of any third parties (including intellectual property rights); (iv) your usage of the Services; you will indemnify and hold Exponea harmless from and against all damages, liability, loss, costs and expenses (including reasonable legal fees and costs) related to such claim.

9. TERMINATION

- 9.1. Termination. If you would like to stop using our Services and delete your Account, please send a request for account deletion to smallbiz@exponea.com. Exponea shall delete your Account as soon as commercially reasonable after the receipt of such request. Exponea shall, unless and to the extent legally prohibited from doing so, delete all data in Exponea's system that we collected while your usage of the Services. For the avoidance of doubt, you acknowledge that this clause shall not apply to the following: (a) data in logs; (b) aggregated data and (c) data stored for the statistical purposes.

10. NO LEGAL SERVICE

- 10.1. No legal service. Upon your request Exponea may provide you with the consultations in connection with the Services. No warranty of any kind whatsoever, express or implied, is made or intended in connection with such consultations; as Exponea cannot assess the implications of such consultations in the context of all Customers' activities. Such consultations represent possible alternatives how to solve the particular issue, whereas the Customer is advised and encouraged to consult any further steps that should be based on such recommendations with their legal counsel. Exponea shall be liable for any incorrect advice, judgement, or consultation based on any inaccurate information furnished by the Customer, his agents or his other consultants.

11. CHANGES TO THIS SMALLBIZ TERMS

- 11.1. Changes. Exponea may from time to time at its sole discretion issue a new version of these SmallBiz Terms, for example, to reflect changes to the law to our Services. You are obliged to look at the SmallBiz Terms regularly. We will post notice of modifications to these SmallBiz Terms on <https://smallbiz.exponea.com/>. Exponea may also notify you on email address identified within the registration process.

12. FINAL PROVISIONS

- 12.1. Assignment of rights. Any rights and / or obligations arising for the Customer hereunder can be transferred (assigned) to third persons with Exponea's approval exclusively. The Customer hereby provides its approval to the assignment of the rights and the assumption of the obligations of Exponea that arise hereunder to other third parties.
- 12.2. Set-off. The Customer is not authorised to offset any of its claims against any of Exponea's claims. Exponea is authorised to offset its claims against claims of the Customer; in the event of such offsetting, Exponea will notify the Customer of the reason for the offsetting as well as the identification of the claims to which the offsetting will apply, and the amounts of the claims and their due dates.
- 12.3. Applicable law. These SmallBiz terms are governed by Slovak law.
- 12.4. Jurisdiction. Any dispute arising from or in connection with these SmallBiz Terms shall be finally decided

by competent Slovak courts.

12.5. Severability. The provisions of these SmallBiz Terms are severable, and if any part of them is held to be illegal or unenforceable, the validity or enforceability of the remainder of them will not be affected.