



General Terms and Conditions (GTC)

Effective Date: October 8, 2025

These General Terms and Conditions (hereinafter referred to as "GTC") govern the rights and obligations arising from the contractual relationship between the Provider and the Client in the provision and use of the Nugis online software service.

Article I.

Definitions

1. **Provider:** The company **Sited, s.r.o.**, with its registered office at Jakuba Kraya 2411/20, 060 01 Kežmarok, Slovak Republic, Company ID (IČO): 50543709, Tax ID (DIČ): 2120400755, VAT ID (IČ DPH): SK2120400755, registered in the Commercial Register of the District Court Prešov, Section: Sro, Insert No.: 37977/P. Contact email: hello@nug.is.
2. **Client:** Any legal entity (e.g., a commercial company, non-profit organization, school, municipality, state authority, political party, cooperative) or a natural person acting within the scope of their business activity (entrepreneur) who has concluded an Agreement with the Provider. The Client uses the Service for purposes related to the performance of its business, professional, statutory, or other similar activities. **This contractual relationship is not governed by consumer protection laws, as the Service is not intended for natural persons – consumers.**
3. **Service (or Platform):** The Software as a Service (SaaS) named Nugis, operated by the Provider and accessible online via a web interface, which allows Clients to create, manage, and deploy interactive content (quizzes, surveys, forms).
4. **Master Services Agreement (or MSA):** The Master Services Agreement for the provision of services concluded between the Provider and the Client, of which these GTC, the Data Processing Agreement (DPA), the Claims Procedure, and the Specification of Services and Price List are an integral part.
5. **User Account:** The Client's unique account created upon registration, through which the Client accesses the Service.
6. **Client Content:** All data, texts, images, questions, answers, and other materials that the Client creates, uploads, or otherwise inserts into the Service.
7. **Respondent:** An end-user (e.g., a visitor to the Client's website) who interacts with the Client Content created through the Service.
8. **Confidential Information:** All information that is not publicly known and that the contracting parties provide to each other in connection with the performance of the Agreement, in particular trade secrets, know-how, data of Clients and Respondents.



9. **GDPR:** Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016 on the protection of natural persons with regard to the processing of personal data and on the free movement of such data.

Article II.

Subject of the Agreement

1. The subject of the Agreement is the Provider's obligation to provide the Client with access to the Service to the extent and under the conditions set forth in the Agreement and its annexes, and the Client's obligation to pay the agreed remuneration (license fee) for the provision of the Service.
2. The Provider grants the Client a non-exclusive, non-transferable, and time-limited right (license) to use the Service for the duration of the Agreement, **solely for the Client's own needs related to the performance of its activities.**

Article III.

Rights and Obligations of the Provider

1. The Provider undertakes to operate the Service with professional care and to strive for its maximum availability. The Provider reserves the right to planned outages for maintenance and updates, of which the Client will be informed in advance.
2. The Provider is not liable for Service outages caused by circumstances excluding liability (force majeure) or problems on the part of third parties (e.g., hosting provider, internet connection supplier).
3. The Provider is entitled to temporarily suspend or permanently cancel the Client's access to the Service in the event that the Client materially breaches the Agreement, in particular if the Client is in default with payment of the remuneration by more than 14 days or if the Client disseminates illegal content through the Service.
4. The Provider undertakes to maintain the confidentiality of all Client's Confidential Information.

Article IV.

Rights and Obligations of the Client

1. The Client undertakes to use the Service in accordance with applicable laws, the Agreement, and good morals.
2. The Client is fully responsible for all Client Content that it creates or uploads to the Service. The Client declares that it holds all necessary rights (e.g., copyrights) to such content.
3. The Client is solely responsible for the lawfulness of the collection and processing of the personal data of its Respondents. The Client undertakes to comply with all obligations arising from the GDPR and other legal regulations when using the Service, in particular



to secure a valid legal basis from Respondents for the processing of their data (e.g., consent) and to fulfill its information obligation towards them.

4. The Client acknowledges that when organizing contests, surveys, or other marketing activities through the Service, it acts as the organizer and is fully responsible for the compliance of such activity with applicable laws (e.g., consumer protection, tax regulations).
5. The Client is obliged to protect its access credentials to the User Account from misuse and to immediately inform the Provider of any suspicion of unauthorized access.
6. The Client must not misuse the Service, attempt to breach its security, reverse engineer it, or use it to distribute spam, viruses, or other malicious content.

Article V.

Remuneration and Payment Terms

1. The amount of the remuneration for the Service and its due date are defined in the Specification of Services and Price List, which is an annex to the Agreement.
2. The remuneration is set as an annual license fee unless agreed otherwise.
3. The Provider will issue an invoice (tax document) to the Client, which will be delivered electronically to the Client's email address.
4. In the event of default in payment of the invoice, the Provider is entitled to charge the Client default interest at the rate stipulated by applicable laws.

Article VI.

Intellectual Property

1. The Provider is and remains the sole owner of all copyrights and intellectual property rights to the Service (including its software, design, databases, and documentation). The granting of a license does not constitute a transfer of ownership rights.
2. The owner of the intellectual property to the Client Content is the Client. The Client grants the Provider consent to use this content to the extent necessary for the technical provision of the Service's functionality.

Article VII.

Limitation of Liability

1. The Provider provides the Service "as is" without warranty of its uninterrupted and error-free operation.
2. The Provider's liability for damage caused by a breach of its obligations under the Agreement is limited to the total amount of the remuneration paid by the Client for the last 12 months preceding the event giving rise to the damage.
3. The Provider shall in no event be liable for lost profits, loss of data, loss of business opportunities, or any indirect or consequential damages.



4. The Provider is not responsible for the legal relationship between the Client and its Respondents and for the compliance of the Client's actions with legal regulations.

Article VIII.

Claims Procedure

1. The procedure for exercising claims arising from defects of the Service (complaints) is governed by the Claims Procedure, which is an integral part of the Agreement and these GTC.
2. The Client is obliged to familiarize itself with the Claims Procedure and to act in accordance with it.

Article IX.

Duration and Termination of the Agreement

1. The Agreement is concluded for a fixed term, typically for a period of 12 months, unless otherwise stipulated in the Agreement.
2. The Agreement may be terminated: a) By written agreement of the contracting parties. b) By termination by either party without giving a reason, with a notice period of 1 month, which begins on the first day of the month following the delivery of the notice. This does not affect the Provider's right to payment of the remuneration for the already prepaid period. c) By withdrawal from the Agreement in the event of a material breach by the other party. A material breach is considered to be, in particular, the Client's default in payment of the remuneration by more than 30 days or the Client's conduct in breach of Article IV of these GTC.

Article X.

Final Provisions

1. Legal relationships not regulated by the Agreement or these GTC are governed by the laws of the Slovak Republic, in particular Act No. 513/1991 Coll., the Commercial Code, as amended.
2. All disputes arising from the Agreement shall be resolved primarily by agreement of the parties. If an agreement is not reached, the general courts of the Slovak Republic have jurisdiction to resolve disputes.
3. The Provider reserves the right to amend these GTC. The Client will be informed of the change by email at least 30 days in advance. If the Client does not agree with the change, it has the right to terminate the Agreement.
4. If any provision of these GTC becomes invalid or ineffective, this shall not affect the validity and effectiveness of the other provisions (severability clause).
5. These GTC are an integral part of the Agreement and become valid and effective on the date of their publication.