

# GENERAL TERMS AND CONDITIONS (HEREINAFTER REFERRED TO AS "GTC")

## 1. Scope

The General Terms and Conditions (GTC) govern the relationship between MTS Consulting, s. r. o. ("Provider") and its customers (hereinafter also referred to as "Customer"). These GTC are valid and binding for the provision of services, unless otherwise agreed in writing by the parties. The provision of services shall be based on a written contract or a telephone, email or verbal agreement between the parties. The GTC shall form an integral part of all contracts between the Provider and the Supplier. By signing and sending the contract or confirming the telephone, electronic or oral agreement to the Provider, the Customer acknowledges these GTC in their entirety.

## 2. Price

The price of services is determined by the agreement and contract between the Customer and the Provider valid at the time of conclusion of the contract and provision of services. The price is always understood to be exclusive of the statutory VAT.

The price does not include ancillary costs such as administration fees, administrative fees, which are charged separately. The price does not include fees for third-party mediated services, which the Provider identifies in the invoice as a Mediated Service. The Provider is a VAT payer.

## 3. Payment terms

The Customer is obliged to pay the invoice within 10 days from the date of its issue. The date of payment is considered to be the date of crediting the sum of money to the Provider's bank account. For non-payment of obligations over the due date of the invoice, the Provider has the right to claim a contractual penalty of 0.05% of the unpaid amount for each day of delay. Furthermore, the Provider may suspend the supply of services to the Customer at its sole discretion or request advance payments for other services.

## 4. Period of provision of services

The time limit for the provision of services is agreed between the parties in a written contract concluded and depends on the individual requirements of the Customer. The time limit for the provision of services may be extended by agreement of the parties and is extended even if the Customer does not provide all relevant information related and important to the provision of services.

## 5. Warranty and liability

The provider guarantees the quality of the services provided. The services are provided on the basis of the customer's requirements. Any defects will be claimed by the Customer at the Provider without undue delay. The Provider shall be liable for damages caused by his fault or omission and shall be obliged to compensate the Customer for the damage caused by this.

The Provider shall not be liable for damage caused by the Customer's instructions if the Provider has alerted the Customer to the defect or illegality of such instructions and the Customer has insisted on these instructions. The Provider shall also not be liable for damage caused by misleading and misleading information provided by the Customer.

## 6. Exclusion of liability

The Provider is not liable for damage caused by third parties, nor for errors or defects in documentation and products produced by any of the third parties that issue the relevant documents or products related to the services provided by the Provider. The Provider declares that it shall not be liable for the disagreeing opinion and decision of a public authority in case of facts that have been concealed or misrepresented to the Provider by the Customer or a represented person. Neither shall the Provider be liable in respect of decisions and disapproving opinions, for other reasons stated, of public authorities or embassies of third countries or Member States of the European Union in the matter of granting visas. The Provider declares that it is not responsible for the accuracy of the data provided by the Customer in the questionnaires and forms on the Provider's website or during personal, telephone or written communication. The Provider may invite the Customer to complete or modify the data in case of any deficiencies.

## 7. Privacy Policy

The Provider processes the Customer's personal data on the basis of a closed contractual relationship or on the basis of the consent granted to the processing of personal data in accordance with act No. 18/2018 Coll. on the protection of personal data as amended and in accordance with 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, (gdpr). The Provider is entitled to use the personal data for its registration purposes, accounting purposes and in the performance of acts under the concluded written contract. The processing of personal data relates to personal data, namely name, surname, residence, date of birth, birth number, ID card number, or travel document number, residence permit number, occupation, employment, function, photo documentation, signatures. Consent to the provision of personal data may be revoked in writing at any time and shall be valid for the duration of the contractual relationship between the Customer and the Provider and for a period of 10 years from the end of the contractual relationship.

## 8. Dispute resolution

The mutual relations between the Provider and the Customer are governed by Slovak law. The Parties shall endeavour, in particular, to resolve mutual disputes amicably and through joint negotiations. The ordinary Slovak courts will have jurisdiction to rule on disputes between the Customer and the Provider.

## 9. Final provisions

All legal relations arising from relations between the Customer and the Provider that are not regulated by these GTC are subject to the provisions of the Commercial Code or the Civil Code, depending on the concluded written contract or other legislation in force in the Slovak Republic.

If any provision of these GTC is invalid or becomes so, this does not affect the other provisions of the GTC. Instead of such a provision, a provision of the applicable legislation corresponding to the purpose of these GTC shall be applied, which will replace the invalid provision.

## **10. Important Statement**

The company MTS Consulting, s. r. o. does not provide services according to Act no. 586/2003 Coll. on advocacy even according to Act no. 78/1992 Coll. on tax advisors and the Slovak Chamber of Tax Advisors, nor according to Act no. 39/2015 Coll., Insurance Act. In the event that legal services, tax consultancy or insurance services are required by our clients as part of our activity, we turn to persons authorized to provide these services in order to provide them.

## **11. Use of websites**

The user of the website <https://vizum.sk/> acknowledges that MTS Consulting, s.r.o. operates this website and provides the services listed on this website as part of free trades, in particular the subjects of business: Administrative services, Activities of business, organizational and economic consultants, Computer services and services related to computer data processing, Advertising and marketing services. The information on this website is from publicly available sources and is for informational purposes only.

The company MTS Consulting, s. r. o. (hereinafter referred to as the "operator") also declares that all personal data and documents placed on servers, domains and subdomains <https://vizum.sk/> are protected and encrypted. The operator is not responsible for the following: (1) The operator declines responsibility for any pecuniary or non-pecuniary damages incurred by site users as a result of information published on the site, due to its incorrectness, out-of-dateness, or non-binding nature. (2) The operator declines responsibility if the user's computer was infected with a virus, Trojan horse, or other potentially dangerous content while visiting the site. (3) Information and materials listed on the website <https://vizum.sk/>, including text, graphics, links and other items, are provided "as available", "as is" (" as is"). The operator does not provide any guarantee regarding the accuracy, adequacy or completeness of the mentioned information and materials, the possibility of commercial application, suitability for a certain purpose or and declares that the aforementioned materials or information may contain erroneous data. (4) The operator declares that all product information published on the website <https://vizum.sk/> may not be accurate. For the accuracy of information related to specific products and services, the visitor to the site/interested in services is obliged to follow the relevant laws, general terms and conditions, or inquire directly with the operator.