

GENERAL TERMS AND CONDITIONS

of the company

Topreality.sk s. r. o.

entered into Commercial Register of District Court Trenčín, section Sro
insert n. 20751/R, ID 44 420 439
with the seat Kmeťova 18/1288
Nové Mesto nad Váhom 915 01
(hereinafter referred to as „Company“)

in force and effect during the operation of the website and the provision of services

Article I

INTRODUCTORY PROVISIONS

- 1.1 These terms and conditions regulate the scope of the legal relationship between the company and visitors resulting from the viewing of the content of the website and the scope of the legal relationship between the company and users arising from the usage of the service. Visitors and users are bound by the rules laid down by these general terms and from the moment they become visitors or users.
- 1.2 Legal relations not covered by these general terms and conditions shall be governed by the relevant general-binding legal regulations valid in the Slovak Republic, in particular by Act no. 513/1991 Zb. of the Commercial Code, as amended, even if the visitor or user are business entities registered abroad or natural persons who are nationals of other countries than the Slovak Republic.
- 1.3 The Website shall be, for the purposes of these general conditions, any website which content visitors and users see in a standard web browser upon entering the address of the domain www.topreality.sk or which shall appear after visitors and users are redirected from other websites; to avoid any doubts, the internet website shall be, for the purposes of these General Terms and Conditions, any website address identified through subdomains under the domain according to this sentence before the semicolon. Operator of the website is the company.
- 1.4 The content of the website is all graphical, textual or other content that the visitor or user sees when browsing or using the website. The company performs all the economic rights of authors or others whose creative intellectual activities are involved in the content and the company also has all the rights to the content of the Web site that is not a subject to the rights of third parties. To avoid any doubts, we state that the web site is all the software that visitors are free to use when viewing or using the Web site. Wherever these Terms and Conditions use the concept “Web site content”, it means the content of any of these websites as a whole as well as each individual part, if not stated otherwise in these business conditions. The user or visitor is not allowed use the contents of the Web site or any part thereof without the prior consent of the company.
- 1.5 The user content shall be for the purposes of these General Terms and Conditions graphical, textual, data or other content (especially ads) created by the user by means of special website software through the user account and stored on data storage determined by the company. User content is not part of the website content and is owned by the user who is fully responsible for its compliance with the generally binding regulations valid and effective in the Slovak Republic.
- 1.6 The Visitor is for the purposes of these General Terms and Conditions a natural or legal person who enters the domain address www.topreality.sk in a standard web browser or the address any of the subdomains of the domain [topreality.sk](http://www.topreality.sk) and the content of the Web site displays or a person who has been redirected to the content of

the website from the Internet search services or from another website and sees the content of the website.

- 1.7 The User is a natural person or a natural person authorized to do business under a separate regulation or legal person who truly and fully completed the registration form and signed up to use the service provided by the Web site, who received a confirmation of registration and paid the price according to these General Terms and Conditions. In the event that a user is just browsing the website and does not use the service, he is considered to be a visitor.
- 1.8 User account is user's work environment to which a user can gain access after signing up and receiving company's confirmation. Access to accounts is defined as a unique combination of user name and password.
- 1.9 The Service is for the purpose of the General terms and conditions a service that enables to enter an ad in order to implement the real estate trade in the range according to the offer made available to the public on the website and determined by the company. Service provided by the company is free of charge.
- 1.10 The Company is a business company established and entered in the appropriate register in accordance with the relevant generally binding legislation valid and effective in the Slovak Republic and is authorized to operate the Web site and also provide services to the users.
- 1.11 Technical equipment is equipment comprising hardware and software equipment for connecting to the website, browsing the content of the Web site and using services, especially personal computer or laptop or tablet or smartphone. Technical equipment does not have to be owned by the visitor or user. A visitor or user is solely responsible for its usage in connection with viewing the website or using services.

Article II

RULES FOR VIEWING THE WEBSITE

- 2.1 A visitor has the right to view the contents of the Web site using technical equipment.
- 2.2 A Visitor is required to proceed in such a way that his actions do not interfere with the rights of the company or other visitors or users or third parties when viewing Web pages and content of any Web site. In the event that such a breach occur, a visitor is responsible for the result of such action without the participation of the company.
- 2.3 A Visitor shall not download the content of the website or any part thereof beyond the content of the Web site designed to be downloaded or to make any video or audio recording. In the event that a visitor violates those regulations, he shall be responsible for any damage incurred by the Company and / or other visitors or other users or third parties.
- 2.4 A Visitor has the right to download the contents of the website, which is intended for this purpose provided he shall obey the instructions of the company. Failing to do so, a visitor loses rights to a compensation for any loss.
- 2.5 In the event that the Web site provides a space for the expression of opinion to a particular fact, the visitor is also required to follow the provisions of Art II, paragraph 2.2 of these general terms and conditions. In the event that such violation can be assumed, the company reserves the unilateral right to remove such content from the website. To avoid any doubts we state that the company is not responsible for any opinion posted via the website; individual visitors are solely responsible for their opinions and expressions and possible breach of generally-binding legal regulations valid and effective in the Slovak Republic.

- 2.6 Visitor shall not prevent other discussants from discussing or adding comments, shall not exploit space intended for discussion by promoting himself, other persons, goods, services, or job offers in particular.
- 2.7 The visitor is not entitled to any remuneration for his posts in discussion or forum.
- 2.8 In the event of violation of visitor's duties, the company is entitled to delete any content posted on the website.

Article III SIGNING UP

- 3.1 In the event that a visitor wants to use a service, he is required to sign up via registration form available to the public on the website.
- 3.2 A visitor is required to state all required information on the registration form truthfully and accurately to the extent determined by the company. In the event that a visitor states incorrect or inaccurate or false data, and based on these data benefited from his position, causing damage to other visitors or other users or third parties, a visitor shall be solely responsible for all damage caused without the participation of the company.
- 3.3 After submitting the duly completed registration form, the company has the right to verify the registration by sending a confirmation e-mail message to an e-mail address of a visitor. The Company reserves the right not to confirm the registration of a visitor. The company does so in the event of possible threat, damage to property or to the rights of the company or other visitors, other users or third parties.
- 3.4 A visitor acquires the status of the user after sending the registration form containing all required and at the same time correct, accurate and true information (hereinafter referred to as "completed form"), after the confirmation by the company and paying the price according to the valid price list. The condition for sending the registration form is an expression of explicit consent to these general terms and conditions by ticking the appropriate box.
- 3.5 After the registration is confirmed and on the basis of the assumption of a duly completed form, the company sets up a user account which the user is authorized to use. The company sends, in a manner and form determined by the Company, access data in case they are generated by the company; if access data are not generated by the company, login and password are up to the user.
- 3.6 User account shall be used only by the user, ie the person who completed and sent duly completed form, received a confirmation from the company and paid a price for the service. If a user submits his user account data to a third party, he solely and without the participation of the company bears the consequences for any damage caused to him or the company or other user or visitor or a third party.
- 3.7 If the company assumes that sent registration form is not properly completed, the company reserves the right to unilaterally delete such an account and remove all content from data storage. Company in this case is not responsible for any damages caused to the person who sent such a form.
- 3.8 Each user has the right to sign up only once and use the service via a single user account; each user account is linked to one unique tax identification number (VAT ID) and identification number (ID number) allocated by the Trade Licensing Office. In case a registered user signs up again, in addition the existence of his previous account, the company reserves the right to unilaterally remove any duplicate user accounts. Re-registration occurs when a person, connected with already signed up person through property or personnel issues, signs up. In this case, the user is not entitled to a compensation for any loss he suffers in this regard. In the case of repeated procedure which includes the re-registration and the creation of duplicate user accounts, the company reserves the right to delete each user account and user content without the user's rights to recover any damages.

- 3.9 Only the user and real estate brokers are entitled to use the account. To avoid any doubt we state that if the user is working with other real estate agencies in Franchise mode, the user is not allowed to give his unique user account to real estate brokers he is cooperating with, not even in case they carry out real estate activities for the user. The user is also not allowed to give his unique user account to the real estate agency. Such a procedure is serious breach of duties according to these general terms and conditions and the company in this case reserves the right to delete any user account and user content without the right of the user or other persons to compensation for any damage.
- 3.10 The Company has the right to do the same even if the user – business entity uses a natural person for placing his ads. In case of suspicious activities under the preceding sentence, the company prompts the user to submit the title deed to the property in question. If a natural person is not the owner of the property in question, the company has the right to remove advertisement relating to this property.
- 3.11 The Company reserves the right to unilaterally change the sign up procedure in accordance with the contents of the Web site or in connection with the company's needs or needs of visitors or users or third parties and protection of their rights or legitimate interests.
- 3.12 The Company reserves the right to cancel the registration and remove the contents from the data store without any reason.
- 3.13 In case of sign up cancellation, the user acknowledges and agrees that the company is not required to delete posts in discussion forums.

Article IV
CONTENT OF THE SERVICE
AND THE RIGHTS AND OBLIGATIONS OF THE COMPANY

- 4.1 The company provides the service via website either free of charge or not. The company unilaterally decides on free provision of the services and the duration of the provision of such services.
- 4.2 The company should create the conditions for posting ads regarding the real estate business under the scope of the current offer available to the public through the website.
- 4.3 A user acknowledges and agrees that in case a public authority asks the company to submit any available information in connection with a particular civil, commercial, administrative, criminal or other proceeding, the company is obliged to obey. Provision of such information shall not be deemed as a breach of obligations under these General Terms and conditions.
- 4.4 The Company reserves the right to provide the service free of charge.
- 4.5 The company is obliged to ensure that the service is provided continuously, and therefore without its failures or other interruptions. Circumstances excluding liability in accordance with Art. VII of these General Terms and Conditions are not considered to be a violation of company's obligations. Technical interventions are not considered to be a violation of company's obligations.
- 4.6 The company is obliged to perform all activities which are naturally expected from the nature of the service, its economic background and also activities preventing property damage or damage to visitors or users. The company is not responsible for damage to property or to visitors or users resulting from violation of their duties.
- 4.7 In the event that the facts affecting the provision of services changes, the company undertakes to inform users concerned via e-mail message, if the company has email address, or by writing to the registered office or place of business that the user indicated in the duly completed form; if there is a change in user's data and the user does not inform the company about such change and due to this fact the company

- cannot fulfill its obligations under this paragraph properly, the company shall not be liable for any damage that may be caused due to user's failure to inform the company
- 4.8 The company has additional rights and obligations under other provisions of these General Terms and Conditions.
 - 4.9 The Company reserves the right to unilaterally amend or change these general terms and conditions as the protection of the rights and legitimate interests of the company or visitors or users or third parties will require.
 - 4.10 In the event that the User breaches any of its major obligations under these general conditions or repeatedly breaches any minor obligation under these general conditions, the company has the right to unilaterally cancel the user account of the user and permanently delete the contents of the user from the data storage; in this case the company is not liable for damage resulting from the removal of the user account and user content. The company in this case also reserves the right to prevent the access to user's account for some period.
 - 4.11 A User acknowledges that the company will process personal data for the purposes of internal user registration and for the implementation of other services the company offers and agrees with processing of personal data only in accordance with the relevant provisions of Act no. 428/2002 Z.z, on Data Privacy.
 - 4.12 To avoid any doubts the company states that recorded information about user activities, the number and times of entry into the user account (Logs), identification of the IP address that has been used to enter the user account in particular are the exclusive property of the company and the company has the right of disposal in relation to third parties.
 - 4.13 The Company reserves the right to place a watermark bearing the address of the website or company logo on the pictures uploaded on the website.
 - 4.14 Claims shall be submitted to the e-mail address support@topreality.sk or by mail to: Topreality.sk s.r.o., Kmeťova 18, 915 01 Nové Mesto nad Váhom, or by phone: 032 771 4225

Article V

RIGHTS AND OBLIGATIONS OF THE USER

- 5.1 The user has all of the visitor's obligations under the Article II of these general terms and conditions and the company has the same rights against the user as against the visitor.
- 5.2 The user has the right to use the user account for using the services. When entering adverts, the user is obliged to proceed in such a way that the supply or demand for the real estate has been defined clearly, without any doubt and without any promotional information; designation of the user is not considered to be a promotional information.
- 5.3 The user is obliged to act in order to prevent unauthorized access to the user account by a person not entitled to enter the account and is also obliged to take all measures to prevent the leakage of username and password, otherwise he is held responsible for any damage dealt due to this fact to the company or other user or visitor or a third party.
- 5.4 If the user finds that there is a risk of infringement of the user's rights or other people's rights or the rights of visitors or third party, he is required to inform the company about this fact immediately. Equal obligation arises in case the user is aware of an existing interference with the rights of persons under the preceding sentence of this paragraph.
- 5.5 The user has the right to download specific content determined by the company and at the same time upload real estate ads to the data storage.
- 5.6 The user can archive user content on the data storage for a specified period of time specified by the company. The user should, at his own expense, handle the content, especially pictures, in a way he has the right to use it when using the service. The user has the right to ask the company to immediately remove user account or user content.

The company, after receiving such a request, permanently deletes user account and the contents of the user and all data that are part of the contents of the user immediately upon receipt of the request. The company will not charge any fees or prices for removing the content. The company has the right to refuse removing the content if it means damage to the property or rights of the company, other visitors, other users or third parties.

- 5.7 The user has the right to use the content of the website in order to use services and the company agrees with such usage. This consent is valid in the Slovak Republic and during the legal relationship between the company and its users; this provision shall not affect user's obligations under the general terms and conditions.
- 5.8 The User shall not import any ads to the website using the export-import software system without prior written permission.
- 5.9 The user shall not perform acts reducing or turning off advertising media (banners, links, pictures, etc..) located on the website. The user also agrees that he will be sent information and promotional e-mails in connection with the service of the company.
- 5.10 To avoid any doubts regarding user's obligations we state specific obligations arising from the past experience. The user
 - a) shall not act contrary to the generally binding legal regulations of the Slovak Republic or to general morality, and shall not in any way publish defamatory, obscene, pornographic or abusive comments, pictures, (audio or video) illustrations, texts or expressions. The user should be solely responsible for the content of ads and ad formats. The Company cannot check and is not responsible for the content of the ads and ad formats of the user. The Company reserves the right to cancel or block user's access to services provided through the website if user violates this Article. The user bears direct legal responsibility for illustrations, images and texts published through the website,
 - b) The user shall not be entitled to claim compensation for damages or for advertisement, or other visible area of the website if the user violates any part of these General Terms and Conditions and his ad will be inoperative or completely erased
 - c) shall not prevent other users from discussions on the server or to disrupt them. The User shall not harass other users,
 - d) shall not be entitled to any copyright or other remuneration for his contributions published on the website,
 - e) is responsible for his contributions and voluntarily agrees not to use the service provided through the website for purposes that are inconsistent with generally binding legal regulations of the Slovak Republic. The Company is not responsible for the content of posts, discussions and photos, also is not liable for violation of intellectual property rights or other rights of users,
 - f) should not log nor should attempt to log as another user and may not otherwise harm other users or other persons
 - g) shall not sign up more than once and shall not use more than one user account with a unique access data. When signing up as a natural person - non-entrepreneur – contact details may not contain details on the same phone number or email address simultaneously present in another user account. It is forbidden to abuse civil advertising for entering ads in favor of legal person, real estate office or other intermediaries. If the company finds a breach of those obligations, it has the right to withdraw any rights of the user and deny him or a related person re-registration,
 - h) the user who signs up as an individual - non-entrepreneur - has the right to advertise only his own property, and for non-commercial purposes, this means that the user as a private advertiser is an individual selling their private property. In case of suspicion that ads are not private, the user shall be obliged upon request to submit title deed of these properties within set deadline. Otherwise, the company can prevent the user to access the user account without notification or the user will be moved into commercial advertising after mutual agreement. Credit on the account will also be moved. User, as an individual – non-

- entrepreneur (private advertiser), - agrees that his offers in the inactive state are visible to all real estate brokers who have an active advertising on the website topreality.sk and thus the user acknowledges and agrees that these people can contact him,
- i) the user shall not add duplicate ads under one user account,
 - j) without the prior written consent or knowledge of the company, the user shall not import and export ads from any system, website or program,
 - k) the user is required to clearly identify the property and may not indicate general information with advertising nature in his offer
 - l) the user shall in no way harm the company and its reputation. The user shall not advertise the services of other persons who are in direct or indirect competition with the company on the server,
 - m) the user shall not upload commercial advertising (particularly the promotion of companies, freelancers, etc..) advertising which does not concern the sale, purchase, lease, exchange or auction of existing real estate (construction activity, turnkey projects, etc..) without the prior written consent of the company
 - n) shall not disclose offer of another user in his advertising without the written consent of the user who publishes the offer,
 - o) the user shall not place a logo of a real estate agency or another company or person on pictures in private advertising section. The user shall not add photos that are contrary to morality or generally binding legal regulations of the Slovak Republic, including erotic or pornographic pictures. Those rules for adding photos refer to all pictures that the user adds to the website, especially to his profile, advertisements and photo albums.

5.12 If there is a presumption that the user uploads data to data storage that are not related to the performance of real estate transactions or interfere with the rights of the company, other users, visitors or third parties, or are in conflict with generally binding legal regulations valid and effective in the Slovak Republic, the company has the right to permanently delete all content from the data storage. Before closing an account and irreversible deletion of the content, the company shall notify the user of a proposed act. In this case the company is not liable for damage resulting from this procedure.

Article VI

CIRCUMSTANCES EXCLUDING LIABILITY

7.1 For the purposes of this Agreement, circumstances excluding liability mean extraordinary and unavoidable events or circumstances and their immediate consequences which are beyond the company's control and which prevent the company or directly affect the proper and full implementation of the obligations arising from these General Terms and Conditions. These events may be particularly, but not exclusively, natural disasters, war, sabotage, acts of terrorism, blockade, fire, strike, epidemic, failure of subcontractors, etc. Changes in generally binding legal regulations shall have the same legal consequences in case they fundamentally affect the smooth continuation of legal relations regulated by these general terms and there is no economically viable alternative.

Article VII

DAMAGE PREVENTION AND COMPENSATION

8.1 The Company, visitor and user are required to pay increased attention to the prevention of damage, especially general prevention of damage. The visitor and the user are required to notify the company about obstacles that prevent them or will

prevent them from fulfilling obligations under these General Terms and Conditions. Information shall be communicated without undue delay after the obstacle occurs.

- 8.2 Each participant in the legal relationship is entitled to compensation for breaches of obligations by another participant, unless liability is excluded under these general terms and conditions.
- 8.3 In the event of circumstances excluding liability of the company, the company is required to inform the user about these circumstances in writing without a delay.

Article VIII DISPUTE RESOLUTION

9.1 Parties to a legal relationship under these General Terms and Conditions shall undertake to take all available measures to address any specific disagreements and disputes that may arise from non-compliance of a party and shall settle the situation by mutual settlement. Disputes that might arise as a result of non-compliance under these general terms and conditions shall be subject to the proceedings before courts of the Slovak Republic.

Article IX TERMINATION OF THE LEGAL RELATIONSHIP

- 10.1 Relationship participants may agree on the termination with a separate agreement.
- 10.2 The Company has the right to unilaterally terminate the relationship in accordance with the provisions of these General Terms and Conditions.

Article X FINAL PROVISIONS

- 11.1 These terms and conditions shall come into force and effect on the date they are made available to the public through a website.