

## GENERAL TERMS AND CONDITIONS OF USE OF *THE WEB APPLICATION "2D PLANNER"*

of **Trailblaze Systems s.r.o.**, with its registered office at Mierová 654/70,  
821 05 Bratislava - Ružinov City District, ID No.: 51 989 263, company registered in the  
Commercial Register of the Municipal Court Bratislava III, Section Sro, Insert No. 132120/B

### 1. **Recitals**

- 1.1. These General Terms and Conditions (hereinafter referred to as the "GTC") are issued by the Provider – a trading company:

Business Name: **Trailblaze Systems s. r. o.**  
Residence Mierová 654/70, 821 05 Bratislava - Ružinov District  
Enrolment: in the Commercial Register of the Municipal Court Bratislava III,  
Section Sro, Insert No. 132120/B  
Company ID: 50 050 907  
IBAN: SK71 1100 0000 0029 4506 2592  
Email: [support@2dplanner.com](mailto:support@2dplanner.com)  
(hereinafter referred to as the "**Provider**").

- 1.2. **The User** is a legal entity registered in the Provider's electronic database that has sent an electronic Order via the online store after its own authorization, i.e. exclusively by means of distance communication using the Provider's designated website. The User is obliged to provide accurate and truthful data in the registration form (hereinafter referred to as the "**User**").

(The Provider and the User hereinafter jointly referred to as the "**Parties**")

- 1.3. **The supervisory authority is:**

Slovak Trade Inspection  
SOI Inspectorate for the Bratislava Region  
Department of Supervision  
Phone number: 02/58 27 21 72, 02/58 27 21 04  
Fax No.: 02/58 27 21 70

- 1.4. The Application is the 2D PLANNER web application available on the <https://www.2dplanner.com/> website (hereinafter also referred to as the "**Website**") or the <https://app.2dplanner.com/>. The Application serves the User to plan activities through an interactive interface. The use of the Application is subject to a fee (hereinafter also referred to as the "**Application**").
- 1.5. The Provider allows Users to use the Application on the basis of a license agreement, the conclusion of which takes place under the terms and conditions set out in these GTC between the Provider and the User.
- 1.6. Legal relations between the Provider and the User are governed in the first place by these GTC, or by the contract between the Provider and the User, if a special contract is concluded in writing,

and subsequently, if it does not follow otherwise from these GTC, by the legislation of the Slovak Republic. Before using the Application, the User is obliged to familiarize themselves with the wording of these GTC, and is also obliged to confirm to the Provider that they have become familiar with their wording.

- 1.7. To the extent maximally permissible by the mandatory provisions of the relevant legal regulations, the Provider is entitled to unilaterally amend or supplement the provisions of these GTC at any time, for example, with reference to the improvement of the quality of the services provided, or if necessary, caused in particular, but not only by a change in the relevant legislation. The Provider is obliged to inform the Users of any change to these GTC by publishing the new version of the GTC on its website, and at the same time ensuring that the User has the current wording of the GTC available in the application. In the event of a change to these GTC, the new wording shall also apply to already concluded license agreements, in which case the Provider shall be obliged to inform the User of the change of the GTC via an e-mail provided by the Provider, effective as of the date of sending the e-mail message to the User.

## **2. User Registration**

- 2.1. The Provider guarantees the User access to the website and full use of all its components, provided that the User meets the conditions set out in these GTC.
- 2.2. The User is entitled to use the Application exclusively as a registered User, i.e. the use of the Application is subject to registration.
- 2.3. The right to registration is granted to every person who meets the conditions in accordance with Article 1.2 of these GTC. The Provider is not responsible for a person's false declaration of age that this person makes during the registration process.
- 2.4. The User is obliged to provide the following data in the registration process:
  - e-mail, or other data required in the registration process.
- 2.5. In the registration process, the User is obliged to confirm the correctness and completeness of the data provided by him. After registration, the User is also obliged to confirm the registration by means of a confirmation e-mail delivered to the e-mail address provided by the User in the registration process, by clicking on the confirmation link to the website provided in the confirmation e-mail delivered to the User. The Provider is entitled to verify the correctness and completeness of these data in any form permitted by law, or by an additional request from the User for cooperation in the form of submitting additional information or submitting documents. In the event of finding discrepancies, the Provider is entitled to cancel the User's account and thus prevent further use of the application.
- 2.6. The user is responsible for protecting his login data. In the event that the login data is stolen, the Provider shall not be liable for any damages incurred by the User. The Provider undertakes to secure this data on its side to the greatest extent possible.
- 2.7. Registration is conditional on the paid use of the Application, due to which the User acknowledges that as part of the registration process, the User is obliged to pay the Provider a fee in accordance with Article 4 of these GTC.

- 2.8. The Provider is entitled to refuse the User's registration or to cancel an existing account if it has a reasonable suspicion that the account used has been misused, is used under a false identity, the User does not meet or has ceased to meet the conditions set out in these GTC, the very existence of the account, or any action of the User with the account is contrary to valid and effective legal regulations, in the event that the same person has more than one account, or in the event that the Provider has withdrawn from the contract (for example, with reference to Article 4 of these GTC).
- 2.9. The User is entitled to cancel his/her registration at any time during the use of the Website by selecting the appropriate option in the account settings.

### **3. Conclusion of the license agreement**

- 3.1. The conclusion of the license agreement between the User and the Provider will take place as follows:

3.1.1. If the User is interested in using the application, the User fills in the registration form and creates their user account.

3.1.2. After taking a step in accordance with Article 3.1.2 of these GTC, the User will be shown a detail of the offer containing the essential elements of the license agreement and the amount of remuneration. As part of this step, the User is obliged to familiarize themselves with the wording of these GTC as an integral part of the license agreement, and to confirm this information to the Provider through the available option *"I agree with the wording of the General Terms and Conditions"* (hypertext), as well as to express their consent to the processing of personal data with reference to Article 8 of these GTC through the available option *"I agree to the processing of personal data"*.

3.1.3. After taking a step pursuant to Article 3.1.3 of these GTC, the User will be presented with a payment gateway on the basis of which the User can make the payment of remuneration, subject to the conditions set out in Article 4 of these GTC.

3.1.4. In the event that the payment within the meaning of Article 3.1.4 of these GTC is successful, the User will be redirected to a notification confirming that the payment has been successful. The User will also be informed of this fact by means of a confirmation e-mail.

3.1.5. In the event that the payment is not successful, the User will be redirected to a notification stating this fact. As part of the said notification, the User will also be shown a link to return to the payment gateway allowing the payment to be made again, or contact details for the Provider's technical support, through which communication can take place about the possibilities of resolving the situation. The User will also be informed about the unsuccessful payment by e-mail containing the same data as the notification within the meaning of this point.

3.1.6. At the same time, the user is obliged to follow the additional instructions provided in the user interface when filling in.

3.1.7. The Provider is obliged to send the User a confirmation e-mail informing the User that the license agreement has been duly concluded within 24 hours of receiving the remuneration. Upon the expiry of the deadline for acceptance of the License Agreement by the Provider without its acceptance in vain, the draft License Agreement shall be automatically cancelled.

3.1.8. Upon successful conclusion of the License Agreement, the Contracting Parties are bound by its content, in particular in terms of the rights and obligations of the Contracting Parties specified in Article 5 of these GTC.

3.2. By filling in and sending the registration form and paying the fee, the User declares to the Provider that he/she has a definite interest in concluding a license agreement with the Provider, the subject of which is the granting of consent to the use of the Application, in the wording set forth in these GTC.

3.3. The User acknowledges that in order to validly conclude the License Agreement, it is required that the User duly (i.e. in accordance with the relevant provisions of these GTC, or in accordance with the Provider's instructions, which will be displayed to the User as part of the completion process) fill in the registration form, which also includes granting consent to the processing of the User's personal data in accordance with Article 8 of the GTC and granting consent to the conditions under these GTC.

3.4. The User acknowledges that the license agreement is concluded only upon delivery of acceptance to the User pursuant to 3.1.7 of these GTC. A proposal for concluding a license agreement is the registration of the User, which the User implements by filling in the registration form on the website. Without confirmation (acceptance) of registration by the Provider in accordance with the GTC, a contractual (license) relationship between the parties will not be established.

3.5. The User does not have any (in particular legal) right to accept his proposal to conclude a license agreement. Provided that any payments have already been made by the User, they will be returned by the Provider without undue delay.

3.6. The User acknowledges and declares to the Provider that he/she is aware that it is not possible to conclude a License Agreement with the Provider and use the Application on the basis of it without paying a fee within the meaning of Article 4 of these GTC.

3.7. On the basis of the agreement of the parties and in accordance with the GTC, the license agreement between the parties is concluded if the Provider confirms the User's proposal, and at the same time if the Provider accepts the draft license agreement by a separate e-mail or similar message addressed to the User (i.e. expresses consent to the granting of the license) in accordance with these GTC. The Provider's acceptance message will state *"Your registration on the website has 2dplanner.com been accepted."*tag.

3.8. The User acknowledges that the Provider is entitled to suspend or terminate the provision of the Application at any time, even without giving a reason. In such a case, all concluded license agreements are cancelled, and the Provider is obliged to return to all Users a proportional part of the remuneration for the period during which it no longer allows Users to use the application.

#### **4. Remuneration and payment terms**

- 4.1. The Parties agree that the User is obliged to pay a fee of USD 1.20 for 1 user environment (workspace) per 1 user, or in the amount specified in the user interface (for example, in the case of providing various discounts). The remuneration within the meaning of the previous sentence is the so-called monthly, i.e. it allows the User to use the application for a period of 1 month from payment. After this period, the User is obliged to pay the remuneration again, otherwise the User's ability to use the application will be suspended. Payment of remuneration can also be made automatically, via a memorized payment card. In the case of use of multiple user environments (workspace) or use of the application by multiple users, the amount of remuneration will be determined as the product of the above unit remuneration, the number of user environments (workspace) and the number of users. Unless otherwise specified in the payment process or in the user interface, the remuneration shall be considered as remuneration, including VAT. The Provider reserves the right to provide Users with discounts or quantity offers at its own discretion. In such a case, the offer for an individual User will be stated directly in the user interface of the website, and the User is entitled to accept such an offer. In such a case, the provisions of this offer take precedence over the provisions of these GTC and are considered to be a binding part of the contractual relationship concluded between the User and the Provider on the basis of these GTC.
- 4.2. The remuneration does not include bank fees for making the payment, which are borne separately by each party. When making a payment from abroad, the User, as the payment originator, is obliged to bear the fees of his bank and other fees, in particular those of correspondent banks and the recipient's bank.
- 4.3. The User is aware that the amount of remuneration may change due to an obvious error in the display on the user interface, a hacker attack, or any other error regarding the amount of remuneration in the system. The Provider is entitled to refuse to conclude the License Agreement or to withdraw from the concluded License Agreement if the amount of remuneration is changed on the basis of the facts specified in this Article.
- 4.4. The User is obliged to pay the remuneration in advance, by cashless payment to the Provider's account in the Stripe payment gateway, which is part of the application, by payment card (Visa, Visa Electron, Maestro, Master card).
- 4.5. Before using the payment gateway system specified in the previous point, the User is obliged to familiarize himself with the relevant terms and conditions governing his use. The Payment Gateway is operated by Stripe Inc., and therefore the Provider is not liable for any damage caused to the User when using this payment gateway.
- 4.6. To the maximum extent permitted by the mandatory provisions of the relevant legal regulations, the Provider is entitled to unilaterally change or supplement the price list of the services provided at any time, as set out in these GTC. The Provider is obliged to inform the User of any change in the price list via e-mail, and this change will be effective on the 30th day after the delivery of the changed price list to the User. The user is obliged to familiarize himself with the proposed changes in his own interest. In the event of the User's disagreement with the change of the Price List, the User is entitled to terminate this Agreement in the manner specified in Article 7.5 of these GTC (i.e. by terminating it by selecting the appropriate option in the User Interface) no later than 1 (one) day before the proposed effective date of the new GTC, otherwise the change

of the Price List shall be considered effective from the 15th day after the delivery of the amended Price List.

- 4.7. In the event that such an obligation is imposed on the Provider by relevant legal regulations (in particular the provisions of Act No. 222/2004 Coll. on Value Added Tax, or Act No. 431/2002 Coll. on Accounting), the Provider shall issue and deliver an invoice or other tax document to the User as part of the confirmation of payment. With reference to the provision of Section 71 (1) (b) of Act No. 222/2004 Coll., the Contracting Parties have agreed (and this agreement is considered to be the User's consent) that invoices under the contract established with reference to these GTC will be issued and sent to the User by the Provider exclusively in electronic form, unless the Contracting Parties agree otherwise.
- 4.8. The User is not entitled to assign any receivable from mutual relations to a third party.
- 4.9. In the event that the User fails to pay the remuneration properly and on time, the Provider is entitled to withdraw from this contract immediately.

## **5. Subject of the License Agreement, Rights and Obligations of the Parties**

- 5.1. The subject of the license agreement concluded pursuant to these GTC is the provision of the Provider's right to use the application specified in these GTC for consideration.
- 5.2. By this License Agreement, the Provider undertakes to provide the User with a non-exclusive right (license) to use the Application.
- 5.3. The license is granted for a time-limited period, namely the period of payment of remuneration within the meaning of Article 4 of these GTC, but no longer than for the duration of the Provider's property rights.
- 5.4. The license is granted to a territorially and materially unlimited scope.
- 5.5. By this Agreement, the User undertakes to use the Application in accordance with the legislation of the Slovak Republic and in accordance with good morals and in such a way that the Provider does not suffer any damage.
- 5.6. The User agrees not to engage in reverse engineering, decompilation, disruption or any other known attempt to obtain the source code, structure, algorithms or any other aspects of the application provided by the Operator, and at the same time not to allow any third party to perform such actions, except in cases where such activities are expressly permitted by applicable law. The User further agrees not to copy, modify, adapt or interfere in any other way with this Application, and at the same time not to attempt to circumvent any technological measures used by the Application to protect it. A breach of this provision shall be considered a material breach of these GTC, and in such a case the Operator shall be entitled to immediately withdraw from this Agreement and revoke the User's access to the Application.
- 5.7. The User undertakes not to enter into the Application any data the sharing of which would be contrary to applicable law, including, but not limited to, illegal, unethical or dangerous information. The User undertakes not to enter into the Application any medical data, military data, data related to the legalization of proceeds of crime or terrorist financing, personal data of

third parties processed without their consent, or other sensitive data that could jeopardize the security, privacy or rights and legally protected interests of third parties or violate applicable and effective legislation. A breach of this provision shall be considered a material breach of these GTC, and in such a case the Operator shall be entitled to immediately withdraw from this Agreement and revoke the User's access to the Application.

## **6. Liability for defects**

- 6.1. The Provider declares that the Application will be provided in the quality that can be reasonably expected taking into account its nature, purpose, remuneration for its access and the conditions of use of the Application in accordance with these GTC. The Provider is responsible to the User for ensuring that the service is provided to the User in the quality specified in these GTC and the relevant legal regulations, i.e. in particular for ensuring the full functionality of the user interface for the User, ensuring (to the extent beyond its control) the functionality of the payment gateway, as well as sending confirmation messages and e-mails, and further fulfilling its obligations arising from the concluded license agreement.
- 6.2. The User is obliged to assert any claims arising from liability for defects within 15 days, otherwise the right to liability claims expires.
- 6.3. In the event that defects in the Provider's performance are remediable (e.g. failure to deliver a confirmation e-mail, error in the user interface), the User has the right to have these defects removed under the conditions set out in other provisions of these GTC.
- 6.4. In the event that these defects cannot be removed due to the seriousness of the defective performance, the User has the right to withdraw from this contract. The withdrawal is effective against the Provider from the moment it receives the User's written withdrawal from the contract. By withdrawing from the contract, all rights and obligations of the parties under the contract cease to exist. Provided that the User has already made any payments, they will be returned by the Provider in an aliquot amount without undue delay in accordance with the terms and conditions set out in these GTC.
- 6.5. The User acknowledges that he/she is not entitled to any claims arising from defects in the performance of the Provider, which were caused by the User's actions or cooperation, or insufficient provision of cooperation.

## **7. Withdrawal, duration of the contract**

- 7.1. The Contracting Parties have agreed to limit the Provider's liability for damage incurred by the User in connection with the License Agreement, in such a way that the Provider shall be liable for damage only up to the amount of the annual remuneration that the User has actually paid to the Provider pursuant to Article 4 of these GTC. The Contracting Parties also agree that the Provider is also liable only for direct damage and is not liable for any indirect damage, damage incurred by third parties, or for lost profit. The User's liability for damage is not limited.

- 7.2. The Provider is not obliged to compensate the User for any damage that has occurred, even in part, in connection with the User's actions.

## 8. Privacy Policy

### Familiarization with the protection of personal data

**Informing website visitors, potential contractual partners and contractual partners on the processing of personal data of natural persons in the company Trailblaze Systems s.r.o., with its registered office at Mierová 654/70, 821 05 Bratislava - Ružinov City District, ID No.: 51 989 263, company registered in the Commercial Register of the Municipal Court Bratislava III, Section Sro, Insert No. 132120/B**

For the purpose of cooperation with you, communication with you in order to provide you with various services and conclude contracts with you, but also to enable you to visit the website of **Trailblaze Systems s.r.o.** (hereinafter referred to as the "**Controller**") processes your personal data.

When processing personal data, the Controller proceeds in accordance with the provisions of 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, and repealing Directive 95/46/EC (General Data Protection Regulation) (hereinafter referred to as the "**Regulation**") and in accordance with the provisions of Act No. 18/2018 Coll. on the Protection of Personal Data and on Amendments to Certain Acts (hereinafter referred to as the "**Act on Personal Data Protection**").").

In order to comply with legal obligations, the Operator provides you with the following information:

- 8.1. **Identity and contact details of the Operator** – Trailblaze Systems s. r. o., with its registered office at Mierová 654/70, 821 05 Bratislava - Ružinov City District, Company ID No.: 51 989 263, company registered in the Commercial Register of the Municipal Court Bratislava III, Section Sro, File No. 132120/B. Contact: e-mail: [support@2dplanner.com](mailto:support@2dplanner.com)

- 8.2. **The purposes of the processing for which the personal data are intended, as well as the legal basis for the processing:**

Area	Purpose of processing	Legal basis for processing
Website visitors – operation	Ensuring the operability and security of the Operator's website (i.e. website) for users, i.e. visitors to the Operator's website	<b>Legitimate interest of the Controller</b> – Article 6(1)(f) of the Regulation
Website visitors – statistics	Keeping statistics on the operation and traffic of the Controller's website (i.e. website)	<b>Legitimate interest of the Controller</b> – Article 6(1)(f) of the Regulation
Website visitors – cookies	Cookie Policy	Depending on the type of cookies, the legal basis is either <b>the Legitimate</b>



		<b>Interest</b> of the Controller – Article 6(1)(f) of the Regulation (so-called necessary and functional cookies). Or the legal basis is <b>the consent of the data subject</b> – Article 6(1)(a) of the Regulation (so-called analytical and advertising cookies)
Conclusion of the license agreement	Preparation of the contract at your request and its subsequent performance and performance of actions resulting from the contract in question concluded between the Operator and the customer	<b>Performance</b> of a contract or implementation of pre-contractual measures taken at your request – Article 6(1)(b) of the Regulation
Internal contractual records	Administration of information related to contractual relationships with customers (including customer identification)	<b>Legitimate interest</b> of the Controller – Article 6(1)(f) of the Regulation
Enforcement of the Controller's rights	Determination, exercise and enforcement of legal claims of the Operator against customers or any other third parties (debtors)	<b>Legitimate interest</b> of the Controller – Article 6(1)(f) of the Regulation
Internal quality control	Customer satisfaction survey with the services provided	<b>Legitimate interest</b> of the Controller – Article 6(1)(f) of the Regulation
Advertising and promotion of the Operator	Raising public awareness of the Controller and its services	<b>Legitimate interest</b> of the Controller – Article 6(1)(f) of the Regulation; In the case of voluntary consent, the legal basis is <b>the consent of the data subject</b> – Article 6(1)(a) of the Regulation
Accounting	Bookkeeping according to special legal regulations (in particular Act No. 431/2002 Coll. on Accounting)	<b>Compliance with legal obligations</b> – Article 6(1)(c) of the Regulation
Reporting obligations (AML)	Fulfilment of reporting and other obligations towards administrative and other authorities under special regulations (in particular Act No. 297/2008 Coll.)	<b>Compliance with legal obligations</b> – Article 6(1)(c) of the Regulation
Compliance with GDPR obligations	Handling requests and complaints of data subjects under the Regulation and the Act	<b>Compliance with legal obligations</b> – Article 6(1)(c) of the Regulation

8.3. **Processed personal data** – based on the above, we process in particular the following personal data:

a) Your identification and contact data – name and surname, e-mail address, telephone number,

b) Your other data, if you become our customer by concluding a license agreement or other agreement – name and surname, date of birth, permanent residence address, personal identification number, e-mail address, telephone number, your account number (IBAN), information about the amount owed (in the event that the contract obliges you to pay us monetary performance – e.g. remuneration for granting a license),

c) IP address, web logs, cookies – in the case of visiting our website, where the detailed specification of the processed cookies is provided in a separate document <https://docs.2dplanner.com/v1/en/cookies.pdf> and the scope of processed cookie data depends on your preferences (from granting consent on the website).

8.4. **Recipients or categories of recipients of personal data** – We provide your personal data in justified cases and only to the extent necessary to the following categories of recipients:

a) our contractual partners with whom we cooperate in the operation of the website or in the implementation of a contractual relationship with you, e.g. an information technology supplier, an outsourcing service provider;

b) a law firm for the purpose of drafting and reviewing contractual documentation,

c) other entities in cases where the provision of your data is required by legal regulations (e.g. Act No. 297/2008 Coll.), or if it is necessary to protect our legitimate interests (e.g. courts, the Police of the Slovak Republic, etc.).

d) Functional Software, Inc.

e) Alphabet Inc.

f) Stripe, Inc.

g) Amazon Web Services, Inc.

h) SENDINBLUE

8.5. **The transfer of personal data to a third country or an international organization** is carried out only to the extent necessary. In such a case, however, the transfer of personal data to a third country or international organization will be carried out in accordance with the current decisions of the European Commission and only through such entities that provide you with the same or a higher level of protection of personal data as provided by the Regulation, and which are on the list of the Data Privacy Framework Program, available at: <https://www.dataprivacyframework.gov/list> .

8.6. **Personal data retention period** – depends on the intended purpose of processing. In the case of data on contractual cooperation or a request for the use of our services, it is a maximum of 5 years from the termination of cooperation or from the submission of your application. We may process your personal data even after the specified period if there is an ongoing project review, or any

administrative or judicial proceedings in which it is necessary to use evidence containing your personal data. As for the retention period of the different types of cookies, these are available in a separate document <https://docs.2dplanner.com/v1/en/cookies.pdf>.

8.7. **Existence of rights asserted against the Controller** – as a data subject, you have rights that you can exercise at your discretion against us as the Controller. These rights are:

- Right of access – you can request the Controller to access the personal data that we process about you. The Controller will also provide a copy of the personal data being processed.
- Right to rectification – you can ask the Controller to correct inaccurate or incomplete personal data that we process about you.
- Right to erasure – you can ask the Controller to delete your personal data if any of the following situations occur:
  - (a) the personal data are no longer necessary for the purposes for which they were collected or otherwise processed;
  - b) you have withdrawn the consent on the basis of which your personal data was processed and there is no other legal ground for the processing;
  - c) you have objected to being subject to decision-making based on automated processing of your personal data and there are no overriding legitimate grounds for such processing, or you have objected to the processing of your personal data for direct marketing purposes;
  - d) Your personal data has been unlawfully processed;
  - e) Your personal data must be erased in order to comply with a legal obligation laid down in Union or Member State law to which the Controller is subject;
  - f) Your personal data has been collected in connection with the offer of information society services.
- Right to restriction of processing – you can ask the Controller to restrict the processing of your personal data if any of the following situations occur:
  - a. you have denied the accuracy of the personal data for the period necessary for the Controller to verify the accuracy of the personal data;
  - b. the processing of your personal data is unlawful, but you oppose the erasure of that data and instead request the restriction of its use;
  - c. The Controller no longer needs the personal data for the purposes of processing, but you require them for the establishment, exercise or defence of legal claims;
  - d. you have objected to the processing of your personal data pursuant to Article 21(1) of the Regulation, until it is verified whether the legitimate reasons of the Controller outweigh your legitimate reasons.

- Right to data portability – in the cases provided for by the Regulation, you have the right to receive the personal data concerning you that you have provided to the Controller in a structured, commonly used and machine-readable format, provided that this right must not adversely affect the rights and freedoms of other persons.
- Right to withdraw consent – if the processing of your personal data is based on consent, you have the right to withdraw your consent to the processing of personal data for the purpose for which you have given consent at any time.
- Right to object – you may at any time object to the processing of your personal data by the Controller for the purposes of direct marketing carried out on the basis of the Controller's legitimate interest.
- Right to lodge a complaint – you have the right to lodge a complaint with a supervisory authority, which is the Office for Personal Data Protection of the Slovak Republic.

8.8. **Obligation or ability to provide personal data** – If you choose to cooperate, communicate with us or visit our website, it is necessary that you provide us with personal data to the extent necessary. Otherwise, it will not be possible to communicate with you, provide you with our services, or You will not be able to fully browse our website. This does not apply to the processing of selected cookies, which you can change in your browser settings so that we will not process this data about you.

8.9. **Existence of automated decision-making, including profiling** – When processing personal data for the purposes set out above, we do not carry out automated decision-making or profiling.

8.10. **Other aspects of personal data protection** – if you have any further questions regarding the processing of personal data in the terms and conditions of our company, do not hesitate to contact us by e-mail at: [support@2dplanner.com](mailto:support@2dplanner.com) or by delivering a written request to the registered office of our company Trailblaze Systems s.r.o., Mierová 654/70, 821 05 Bratislava - city district of Ružinov.

## 9. **Confidentiality and protection of trade secrets**

9.1. The Provider as well as the User are obliged to maintain confidentiality for the duration of this Contract, as well as after its termination, about all facts of an organizational, commercial, production and technical nature that they have learned in connection with the performance of their obligations and that are or could be the subject of trade secrets of the other Contracting Party. The Contracting Parties also undertake to maintain confidentiality about all facts and circumstances that occurred and became known during the negotiation of the conclusion of this Agreement, as well as during the signing of this Agreement.

9.2. Confidential information under the Agreement is considered to be all information provided to each other in oral or written form, in particular any information that the parties have learned in connection with this Agreement or in connection with the process of its conclusion, know-how, which means all knowledge of a commercial, production, technical nature related to the activities of the other party that has real or potential value, and which are to be kept secret and are not known in the relevant business circles.

9.3. The obligation referred to in point 1 of this article shall continue even after the termination of that contractual relationship.

## 10. **Shipping and delivery**

- 10.1. The Parties agree that any legal act of either Party to establish, modify, terminate rights and obligations, or change or terminate the legal relationship established by this Agreement, or any notice or invitation, request or consent of either Party which shall be required or permitted or necessary under this Agreement, shall be in writing (hereinafter referred to as the "Document") and shall be delivered by post as registered mail with the note "To Your Own Hands, ". For this correspondence (sending and delivery), the address of the registered office of the contracting parties is used for postal communication.
- 10.2. The obligation of a contracting party to serve a document is deemed to have been fulfilled and the document is deemed to have been served as soon as the other party receives it and confirms its receipt by his handwritten signature or by the signature of another person authorised to receive documents.
- 10.3. The effects of service of a document also occur if:
- the Contracting Party has changed the address to which the document is to be sent under this Agreement without notifying the other Contracting Party of this change, and subsequently the post office has returned this document to the Contracting Party as undeliverable, on the date of return of such document to the Contracting Party, or
  - the service of the document was thwarted by an act or omission of the party to the contract to whom the document was addressed, on the day on which such action took place, or
  - The Contracting Party refuses to accept the document on the day of the refusal to accept the document.
  - Return the shipment as undeliverable.
- 10.4. In the event that any provision of these GTC refers to the obligation of the Contracting Party to deliver any notices or other documents by e-mail communication, the Contracting Parties are obliged to communicate exclusively via e-mail addresses. In the event of a change in the e-mail address for delivery, the Contracting Party to which such a change has occurred is obliged to notify the other Contracting Party of this fact without delay. The Contracting Parties are obliged to confirm the delivery of e-mail messages to each other without undue delay.

## **11. Final provisions**

- 11.1. The License Agreement as well as these GTC are governed by the relevant provisions of the Commercial Code.
- 11.2. The Provider is entitled to make any changes to the GTC in the manner specified in Article 1.7 of these GTC.
- 11.3. If any provision of these GTC is declared invalid, such declaration shall not affect the effectiveness and/or applicability of other provisions of these GTC and the Contracting Parties undertake, if necessary, to replace it with the relevant valid provision.
- 11.4. The User declares that he/she has read these GTC, any inconsistencies have been duly explained to him by the Provider, he/she has understood their content and as a sign of consent, these GTC are part of the license agreement that was concluded by the Contracting Parties freely, seriously,

voluntarily, with certainty, not in distress or under noticeably disadvantageous conditions, being aware of the consequences resulting from it.

11.5. These GTC are created in several language versions, namely in Slovak and English. In the event of any discrepancies between the language versions of these GTC, the Slovak language version shall always prevail.

11.6. The GTC as amended are published and valid from 29 March 2025