

## Terms of Business

These Terms of Business (hereinafter referred to as “ToB”) outline the terms and conditions governing your use of our services. Services are provided by AXIL ACADEMY s.r.o., company identification number: 50 259 71, with registered office at Slávičie údolie 106, Bratislava – Staré mesto city district 811 02, registered in the Business Register of Municipal court of Bratislava III, section Sa, insert no.: 110268/B (hereinafter referred to as “Company” or “We”) on the <https://axilacademy.sk/> website (hereinafter referred to as “Website”). By accessing our website and using our services, you agree to be bound by these Terms of Business.

### Definitions of terms

Company (provider) means AXIL ACADEMY s.r.o., company identification number: 50 259 71, with registered office at Slávičie údolie 106, Bratislava – Staré mesto city district 811 02, registered in the Business Register of Municipal court of Bratislava III, section Sa, insert no.: 110268/B who offers services as defined in these ToB or on the Website.

Customer means a person who buys an online course from the Website.

Website means the <https://axilacademy.sk/> on which the Customer is able to buy products and services from Company.

Services means products or services, which the Company is providing to the Customer and are stated on the Website.

### Intellectual Property and Copyright

This entire website, including but not limited to copyrights, trademarks, design rights and patents, is the intellectual property of the Company or its licensors. Maintaining all copyright notices within the original materials is essential.

Modification, decompilation or reverse engineering of this Website in any way is strictly prohibited. Reproduction of any part of the Website requires express permission from Us.

### Availability

We strive to maintain optimal availability of our services to ensure you have uninterrupted access to our offers. While we work hard to minimize downtime, occasional maintenance and unforeseen circumstances may affect availability. We are committed to keeping users informed in advance whenever possible, and we appreciate your understanding as we continually improve our services.

### Permitted use

Our platform is designed for your educational benefit. Permitted uses include accessing and participating in our online courses, working with the materials provided, and using the personal learning features. We encourage active participation within a framework of respectful and ethical behaviour. Any unauthorized use, modification or commercial exploitation of our content is strictly prohibited and constitutes a violation of this ToB.

## **Breach of the Terms of Business**

In the event of suspected violation of this ToB, we reserve the right to take appropriate action, including but not limited to:

- a) issue a warning;
- b) initiating legal proceedings to recover costs and damages arising from the breach;
- c) temporarily or permanently revoking your privileges as a registered user of the Website;
- d) forwarding information to the appropriate law enforcement authorities, if deemed necessary.

Please note that we are not responsible for any action taken in response to a violation of the Website Terms of Use. The above measures are not exhaustive, and we reserve the right to take any other appropriate measures.

## **Product, Service and Payment Details**

Details about our products and services are accessible to you through our Website. If you need more information on products contact us at +421 915 819 053 or via e-mail at [info@axil.sk](mailto:info@axil.sk).

The current pricing is also available on our Website in the “Courses” section. The prices include VAT and any other applicable taxes.

Payment can be made via the bank transfer. Payment details (account number, variable symbol, etc.) for payment via bank transfer will be available upon payment for the service/product.

## **Registration**

To access the full range of our services, you are required to complete a registration process. Registration process involves providing necessary information and creating a secure account. By registering, you gain access to purchase our courses. Rest assured, your information is treated with the utmost confidentiality and in accordance with our Privacy Policy.

## **Placing an Order**

By placing an order for courses on our Website, Customer acknowledge his/her intent to enter into a contract with the Company for the purchase of specific course. The Customer is responsible for ensuring the accuracy of the order, including the selection of the correct course and any other relevant details.

## **Availability of courses**

All course offerings are subject to availability. In the event that a course is no longer available the Company reserves the right to refuse or cancel the order. If an order is cancelled due to course unavailability, the Customer will be notified, and any payment received will be refunded.

## **Technical Requirements**

The Customer is responsible for ensuring that their device meets the technical requirements necessary for accessing the online courses. The Company is not responsible for any technical issues on the Customer's end that may affect the ability to access or benefit from the course.

## **Limitation of Liability**

The Company shall not be held liable for any direct, indirect, incidental, consequential, or exemplary damages, including but not limited to, damages for loss of profits, goodwill, use, data, or other intangible losses arising out of or in connection with the use or inability to use our services.

The Company reserves the right to modify, suspend, or discontinue any aspect of the services at any time, including the courses offered, without prior notice. We do not guarantee that the Website will be error-free, or uninterrupted.

In no event shall our total liability to you for all damages, losses, and causes of action (whether in contract, tort, including negligence, or otherwise) exceed the amount paid by you, if any, for accessing or using our services.

## **Privacy Policy**

Your privacy is important to us. Our Privacy Policy outlines how we collect, use, and safeguard your personal information 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 and repealing Directive 95/46/EC (General Data Protection Regulation) ("GDPR") and all relevant data protection laws. We encourage you to review it to understand how we handle your data responsibly and ensure a secure and transparent experience.

## **Governing Law**

These ToB and all contract relations arising from them are concluded in accordance with the law of the Slovak Republic. Any disputes arising out of or in connection with these ToB are subject to the jurisdiction of the courts of the Slovak Republic.

## **Contact Us**

For any inquiries or concerns about these terms, feel free to contact us at +421 915 819 053 or via e-mail at [info@axil.sk](mailto:info@axil.sk).

The Company reserves the right to modify these Terms of Business at any time, even without prior notice. It is the user's responsibility to regularly review updates to these Terms of Business. Continued use of the Website after any changes constitutes the user's acceptance of the changes.

Effective since 27<sup>th</sup> November 2023.