

1. ACCEPTANCE OF TERMS

DOTYKY PRÍRODY s.r.o., doing business as DOTYKY PRÍRODY s.r.o. (“DOTYKY PRÍRODY,” “Company,” “we,” “us,” “our”) provides its service to you subject to the following Terms of Service (“TOS”). We may update this TOS by posting a new version on our website, and your continued use of the Service after any such update constitutes your binding acceptance of such changes. If you do not agree to be bound by this TOS, you should discontinue all use of the Service immediately.

2. DESCRIPTION OF SERVICE

DOTYKY PRÍRODY offers their users the opportunity to access applications, register for e-mail updates and enjoy other rich content on their website <https://www.dotykyprirody.sk>, DOTYKY PRÍRODY applications and all other media with content licensed by DOTYKY PRÍRODY Nature (collectively, the "Service"). Unless expressly stated otherwise, all new functions that extend, extend or improve the current service are subject to these TOS.

(a) DOTYKY PRÍRODY is a paid, auto-renewing subscription service. If you purchase a subscription, you are agreeing to automatic (recurring) billing, and agree to pay the charges made to your account. Your Subscription, and (annual or quarterly annually[3-months]) billing of your account, will continue indefinitely until cancelled by you. Your membership or subscription might renew if you don't

cancel your membership or subscription more than 24 hours before your renewal date.

(b) Your DOTYKY PRÍRODY membership begins when you have confirmed your purchase in our mobile applications (i.e., when we collect your personal and payment information). Once you confirm your subscription you will begin to be billed, depending on the type of subscription you choose (annually or 3-monthly), until you cancel. Once we begin to bill you, cancellations take effect starting at the end of your current billing period. Sorry, there are no refunds on DOTYKY PRÍRODY subscriptions for billing periods that have already lapsed.

(c) The pricing of our Services may vary periodically. We cannot guarantee that the price of your Subscription is the lowest available, or historically lowest or best, price. You will be charged in accordance with the billing terms you agreed to at the time you signed up.

3. YOUR REGISTRATION OBLIGATIONS

In consideration of your use of the Service, you represent that you are thirteen (13) years of age or older and are not a person barred from receiving services under the laws of the Slovakia or other applicable jurisdiction. Any registration by, or use or access of the Service by, anyone under the age of 13 is not authorized and in violation of this TOS. By registering as a user of the Service, you agree to provide accurate, current and complete information about yourself as prompted (such information being the “Registration

Data”) and maintain and promptly update the Registration Data to keep it accurate, current and complete. If you provide any information that is inaccurate, not current or incomplete, or DOTYKY PRÍRODY has reasonable grounds to suspect that such information is inaccurate, not current or incomplete, DOTYKY PRÍRODY may deny you access to areas requiring registration, at its sole discretion.

4. PRIVACY POLICY

Your Registration Data, as well as information that you may provide at other times during your use of the Service, is subject to our Privacy Policy, which is incorporated by reference into these Terms.

5. ACCOUNT PASSWORD AND SECURITY

Some features of the Service require registration (“Restricted Areas”). At the time of registration for online account access, you must provide a valid email address.

As a result of your registration for the Service, you may receive certain communications from DOTYKY PRÍRODY. You understand and agree that these communications are part of your registration.

You acknowledge, consent and agree that DOTYKY PRÍRODY may access, preserve and disclose your account information and content if required to do so by law or in a good faith belief that such access, preservation, or

disclosure is reasonably necessary: (i) to comply with legal process; (ii) to enforce the TOS; (iii) to respond to claims that any content violates the rights of third parties; (iv) to respond to your requests for customer service; or (v) to protect the rights, property, or personal safety of DOTYKY PRÍRODY, its users and the public.

6. AUTO-RENEWING PAYMENTS AND REFUNDS

DOTYKY PRÍRODY is a paid, auto-renewing subscription service. If you purchase a subscription you are agreeing to automatic (recurring) billing, and agree to pay the charges made to your account. Your Subscription, and (annual or quarterly annually[3-months]) billing of your account, will continue indefinitely until cancelled by you.

Your DOTYKY PRÍRODY membership begins when you have confirmed your purchase in our mobile applications. Once we begin to bill you, cancellations take effect starting at the end of your current billing period. Unfortunately, we are not able to offer refunds on DOTYKY PRÍRODY subscriptions due to the extensive credit card processing fees incurred for small transactions.

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7. USER CONDUCT

(a) By using the Services, it is your responsibility to know, understand and abide by our rules of use. These rules are not meant to be exhaustive, and DOTYKY PRÍRODY reserves the right to determine what types of conduct it considers to be inappropriate use of the Service and to take such measures as it sees fit. DOTYKY PRÍRODY reserves the right to add to or amend this list of rules at any time.

You agree that you will not use the Services to:

- A. post, email, transmit, upload, or otherwise make available content that harasses, abuses, or threatens other users, that contains profanity, or obscene or otherwise objectionable content, or that degrades others on the basis of gender, race, class, ethnicity, national origin, religion, sexual preference, disability or other classification.
- B. stalk or otherwise harass another.
- C. post, email, transmit, upload, or otherwise make available content that contains any other party's intellectual property unless you have the right to do so.
- D. forge headers or otherwise manipulate identifiers in order to disguise the origin of any content transmitted through the Service.
- E. impersonate any person or entity or falsely state or otherwise misrepresent your affiliation with a person or entity.

- F. post spam or other advertisements or solicitations, solicit funds, promote commercial entities, or otherwise engage in commercial activity except as explicitly allowed herein.
- G. post, email, transmit, upload, or otherwise make available any material that contains software viruses or any other computer code, files or programs designed or functioning to interrupt, destroy, or limit the functionality of any computer software or hardware or telecommunications equipment.
- H. Interfere with or disrupt the Service or servers or networks connected to the Service, or disobey any requirements, procedures, policies or regulations of networks connected to the Service.
- I. Intentionally or unintentionally violate any applicable local, state, national or international law.

Violation of our rules may result in the removal of your content from the Service and/or the canceling of your account.

(b) (b) You acknowledge that all materials submitted by DOTYKY PRÍRODY ("User Materials"), including, but not limited to, profile information, reviews and other essential oil-related content, as well as communications with other users, whether privately transmitted or publicly available, are the sole responsibility of the person from whom such User Materials originate. This means that you, not DOTYKY PRÍRODY, are fully responsible for all User Materials that you use outside of the application through the Service. Under no circumstances will DOTYKY PRÍRODY be liable in

any way for any damage or injury caused by the use of the Service.

(c) You acknowledge that DOTYKY PRÍRODY may or may not pre-screen User Materials, but that DOTYKY PRÍRODY and its designees have the right (but not the obligation) in their sole discretion to pre-screen, refuse, permanently delete, and/or move any User Materials that are available via the Service. Without limiting the foregoing, DOTYKY PRÍRODY and its designees shall have the right to remove any User Materials that violate the TOS or are otherwise objectionable in (b) (b) You acknowledge that all materials submitted by DOTYKY PRÍRODY ("User Materials"), including, but not limited to, profile information, reviews and other essential oil-related content, as well as communications with other users, whether privately transmitted or publicly available, are the sole responsibility of the person from whom such User Materials originate. This means that you, not DOTYKY PRÍRODY, are fully responsible for all User Materials that you use outside of the application through the Service. Under no circumstances will DOTYKY PRÍRODY be liable in any way for any damage or injury caused by the use of the Service.

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understand that by using the Service, you may be exposed to User Materials that you may consider to be offensive or objectionable. You agree that you must evaluate, and bear all risks associated with, the use or disclosure of any User Materials. You further acknowledge and agree that you will not rely on any content available on or through the Service. With respect to User Materials you submit or make available on the Service, you grant an irrevocable, fully sub-licensable, perpetual, world-wide, royalty-free, non-exclusive license to use, distribute, reproduce, modify, adapt, publish, translate, publicly perform and publicly display such User Materials (in whole or in part) and to incorporate such User Materials into other works in any format or medium now known or later developed.

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an irrevocable, fully sub-licensable, perpetual, world-wide, royalty-free, non-exclusive license to use, distribute, reproduce, modify, adapt, publish, translate, publicly perform

and publicly display such User Materials (in whole or in part) and to incorporate such User Materials into other works in any format or medium now known or later developed.

8. NOTICE AND PROCEDURE FOR MAKING CLAIMS OF COPYRIGHT OR INTELLECTUAL PROPERTY INFRINGEMENT

DOTYKY PRÍRODY may, in appropriate circumstances and at its discretion, disable and/or terminate the accounts of users who infringe the intellectual property of others. If you believe that your work has been copied in a way that constitutes copyright infringement, or your intellectual property rights have been otherwise violated, please provide DOTYKY PRÍRODY's Copyright Agent with a Notice containing the following information: an electronic or physical signature of the person authorized to act on behalf of the owner of the copyright or other intellectual property

interest; a description of the copyrighted work or other intellectual property that you claim has been infringed;

- A. a description of where the material that you claim is infringing is located on the site;
- B. your address, telephone number, and email address;
- C. a statement by you that you have a good faith belief that the disputed use is not authorized by the copyright owner, its agent, or the law;
- D. a statement by you, made under penalty of perjury, that the above information in your Notice is accurate and that you are the copyright or intellectual property owner or authorized to act on the copyright or intellectual property owner's behalf.

By mail:

[DOTYKY PRÍRODY s.r.o.](#)

[Hradská 1/A.](#)

[821 07 Bratislava](#)

[Slovakia](#)

[IČO: 35 895 420](#)

By email:

aplikacia@dotykyprirody.sk

Consult your legal advisor before filing a notice or counter-notice as there are penalties for false claims under.

9. NON-COMMERCIAL USE

By registering for the Service, you acknowledge and agree that the Service is for personal use only. You may not copy information from the Service for personal use, such as to view, print, or email the information, and you warrant that you will not, under any other conditions, reproduce, duplicate, copy, sell, trade, resell, modify, distribute, decompile, disassemble, or reverse engineer any portion of the Service.

10. INDEMNITY

You agree to indemnify, defend, and hold DOTYKY PRÍRODY and its subsidiaries, affiliates, officers, employees, agents, licensees, co-branders and other partners, harmless from any claim or demand, including reasonable attorneys' fees, made by any third party due to or arising out of your use of the Service, any transaction resulting from use of the Service, your connection to the Service, your violation of these Terms, and/or your violation of any rights of another.

11. MODIFICATIONS TO SERVICE

DOTYKY PRÍRODY reserves the right at any time to modify or discontinue, temporarily or permanently, the Service (or any part thereof), including the Restricted Areas, with or without notice. You agree that DOTYKY PRÍRODY may, in appropriate circumstances and at its discretion, disable and/or terminate the accounts of users who infringe the intellectual property of others. If you believe that your work has been copied in a way that constitutes copyright infringement, or your intellectual property rights have been otherwise violated, please provide DOTYKY PRÍRODY's Copyright Agent with a Notice containing the following information: an electronic or physical signature of the person authorized to act on behalf of the owner of the copyright or other intellectual property shall not be liable to you or any third party for any modification, suspension or discontinuance of the Service.

12. TERMINATION

You agree that DOTYKY PRÍRODY may, in its sole and absolute discretion and without notice or liability to you or any third party, immediately terminate your access to the Restricted Areas. Grounds for such termination shall include, but not be limited to, (a) breaches or violations of the TOS or other agreements or guidelines, (b) requests by law enforcement or government agencies, (c) a request by you (self-initiated account deletions), (d) discontinuance or material modification of the Service (or any part thereof), (e) unexpected technical or security issues or problems, and (f)

extended periods of inactivity. Termination of your account(s) may include (a) removal of access to all offerings within the Service's Restricted Areas, and (b) barring further use of the Service's Restricted Areas.

13. DEALINGS WITH ADVERTISERS AND OTHER USERS

Your correspondence or business dealings with, or participation in promotions of, advertisers or third parties found on or through the Service, such as through banner ads or hyperlinks displayed on the Service, including payment for and delivery of related goods or services, and any other terms, conditions, warranties or representations associated with such dealings, are solely between you and such third party. You agree that Your correspondence or business dealings with, or participation in promotions of, advertisers or third parties found on or through the Service, such as through banner ads or hyperlinks displayed on the Service, including payment for and delivery of related goods or services, and any other terms, conditions, warranties or representations associated with such dealings, are solely between you and such third party. You agree that DOTYKY PRÍRODY shall not be responsible or liable for any loss or damage of any sort incurred as the result of any such dealings or as the result of the presence of such advertisers or third parties on the Service.

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14. LINKS

The Service may provide links to other World Wide Web sites or resources. Because DOTYKY PRÍRODY has no control over such sites and resources, you acknowledge and agree that DOTYKY PRÍRODY is not responsible for the availability of such external sites or resources, and does not endorse and is not responsible or liable for any content, advertising, products, or other materials on or available from such sites or resources. You further acknowledge and agree that Your correspondence or business dealings with, or participation in promotions of, advertisers or third parties found on or through the Service, such as through banner ads or hyperlinks displayed on the Service, including

payment for and delivery of related goods or services, and any other terms, conditions, warranties or representations associated with such dealings, are solely between you and such third party. You agree that DOTYKY PRÍRODY shall not be responsible or liable for any loss or damage of any sort incurred as the result of any such dealings or as the result of the presence of such advertisers or third parties on the Service.

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DOTYKY PRÍRODY shall not be responsible or liable, directly or indirectly, for any damage or loss caused or alleged to be caused by or in connection with use of or reliance on any such content, goods or services available on or through any such site or resource.

15. OUR PROPRIETARY RIGHTS

All title, ownership and intellectual property rights in and to the Service are owned by DOTYKY PRÍRODY or its licensors. You acknowledge and agree that the Service contains proprietary and confidential information that is protected by applicable intellectual property and other laws. Except as expressly authorized by DOTYKY PRÍRODY, you agree not to modify, rent, lease, loan, sell, distribute or create derivative works based on the Service, in whole or in part.

16. DISCLAIMER OF WARRANTIES

You expressly understand and agree that:

- A. Your use of the Service is at your sole risk. The Service is provided on an “AS IS” and “as available” basis. DOTYKY PRÍRODY expressly disclaims all warranties of any kind, whether express or implied, including but not limited to the implied warranties of merchantability, fitness for a particular purpose, accuracy, and non-infringement. DOTYKY PRÍRODY assumes no responsibility for the timeliness, deletion, mis-delivery or failure to provide any content.
- B. Any content downloaded or otherwise obtained through the Service is downloaded and used at your sole discretion and risk and you will be solely responsible for any damage to your computer system or loss of data that results from the download or use of any such content.
- C. No advice or information, whether oral or written, obtained by you from DOTYKY PRÍRODY or through or from the Service shall create any warranty not expressly stated in the TOS.

17. LIMITATION ON LIABILITY

YOU UNDERSTAND AND AGREE THAT DOTYKY PRIRODY SHALL NOT BE LIABLE TO YOU FOR ANY DIRECT, INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL OR EXEMPLARY DAMAGES, INCLUDING WITHOUT LIMITATION DAMAGES FOR LOSS OF PROFITS, GOODWILL, USE, DATA OR OTHER INTANGIBLE LOSSES (EVEN IF DOTYKY PRIRODY HAD BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES), RESULTING FROM: (i) THE USE OR THE INABILITY TO USE THE SERVICE; (ii) UNAUTHORIZED ACCESS TO OR ALTERATION OF YOUR TRANSMISSIONS OR DATA; (iii) STATEMENTS OR CONDUCT OF ANY THIRD PARTY ON THE SERVICE; OR (iv) ANY OTHER MATTER RELATING TO THE SERVICE. NOTWITHSTANDING ANYTHING TO THE CONTRARY CONTAINED HEREIN, DOTYKY PRIRODY'S LIABILITY TO YOU FOR ANY CAUSE WHATSOEVER AND REGARDLESS OF THE FORM OF THE ACTION, WILL AT ALL TIMES BE LIMITED TO THE AMOUNT PAID, IF ANY, BY YOU TO DOTYKY PRIRODY FOR THE SERVICE DURING THE TERM OF YOUR REGISTRATION FOR THE SERVICE.

18. EXCLUSIONS AND LIMITATIONS

Some jurisdictions do not allow the exclusion of certain warranties or the limitation or exclusion of liability for incidental or consequential damages. Accordingly, some of the above limitations may not apply to you.

19. NO THIRD PARTY BENEFICIARIES

You agree that, except as otherwise expressly provided in this TOS, there shall be no third party beneficiaries to this Agreement.

20. NOTICE

DOTYKY PRÍRODY may provide you with notices, including those regarding changes to the TOS, by email, regular mail, or postings on the Service; provided, however, that this Section places no requirements on DOTYKY PRÍRODY not already expressly set forth herein.

21. TRADEMARK INFORMATION

DOTYKY PRÍRODY and other names, logos and marks are the trademarks and service marks of DOTYKY PRÍRODY or its Licensors or Affiliates (the “DOTYKY PRÍRODY Marks”). You agree that you will not display the DOTYKY PRÍRODY Marks, or use the DOTYKY PRÍRODY Marks in any manner, without the prior written permission of DOTYKY PRÍRODY.

22. GENERAL INFORMATION

Entire Agreement. The TOS constitutes the entire agreement between you and DOTYKY PRÍRODY with respect to the Service and supersedes any prior agreements, oral or written, between you and DOTYKY PRÍRODY.

Waiver and Severability of Terms. The failure of DOTYKY PRÍRODY to exercise or enforce any right or provision of the TOS shall not constitute a waiver of such right or provision. If any provision of the TOS is found by a court of competent jurisdiction to be invalid, the parties nevertheless agree that the court should endeavor to give effect to the parties' intentions as reflected in the provision, and the other provisions of the TOS remain in full force and effect.

Statute of Limitations. You agree that regardless of any statute or law to the contrary, any claim or cause of action arising out of or related to the use of the Service or the TOS must be filed within one (1) year after such claim or cause of action arose or be forever barred.

Section Titles. The section titles in the TOS are for convenience only and have no legal or contractual effect.

23. VIOLATIONS

Please report any violations of the TOS to

aplikacia@dotykyprirody.sk

DOTYKY PRÍRODY offers its users the opportunity to access applications, register for email updates, and enjoy other rich content on its website at <https://www.dotykyprirody.sk> and such other websites with which DOTYKY PRÍRODY has arrangements to carry its content, DOTYKY PRÍRODY 's Apps and all other media carrying content licensed by DOTYKY PRÍRODY (collectively, the "Service"). Unless explicitly stated otherwise, any new features that augment, expand or enhance the current Service shall be subject to this TOS.

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