

LAST UPDATED

August 8, 2024

AGREEMENT TO OUR LEGAL

We are PROSYSTEMY, s.r.o. (“Company”, “we”, “us”, “our”), a company registered in Slovakia at J. Holčeka 339, Budmerice 90086, Slovakia. Our VAT number is SK2022265080.

We operate the websites <https://www.prosystemy.sk> and <https://www.prosystemy.sk/drontechlab/> (the “Site”), and produce and distribute Dynamic Control Unit (DCU) Control System Platform and Drone Technology Laboratory (DronTechLab) as well as other related products and services (collectively, the “Goods and Services”) that refer or link to these legal terms (the “Legal Terms”).

You can contact us by email at infoline@prosystemy.sk, or by mail to

PROSYSTEMY, s.r.o.

J. Holčeka 339

Budmerice 90086

Slovakia

These Legal Terms constitute a legally binding agreement made between you, whether personally or on behalf of an entity (“you”), and PROSYSTEMY, s.r.o., concerning your access to and use of the Goods and Services. You agree that by using and accessing the Goods and Services, you have read, understood, and agreed to be bound by all of these Legal Terms. IF YOU DO NOT AGREE WITH ALL OF THESE LEGAL TERMS, THEN YOU ARE EXPRESSLY PROHIBITED FROM USING THE GOODS AND SERVICES AND YOU MUST DISCONTINUE USE IMMEDIATELY.

We reserve the right, in our sole discretion, to make changes or modifications to these Legal Terms from time to time. We will alert you about any changes by updating the “Last updated” date of these Legal Terms, and you waive any right to receive specific notice of each such change. It is your responsibility to periodically review these Legal Terms to stay informed of updates. You will be subject to, and will be deemed to have been made aware of and to have accepted, the changes in any revised Legal Terms by your continued use of the Goods and Services after the date such revised Legal Terms are posted.

The Goods and Services are intended for users who are at least 13 years of age. All users who are minors in the jurisdiction in which they reside (generally under the age of 18) must have the permission of, and be directly supervised by, their parent or guardian to use the Goods and Services. If you are a minor, you must have your parent or guardian read and agree to these Legal Terms prior to you using the Goods and Services.

We recommend that you print a copy of these Legal Terms for your records.

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1**OUR GOODS AND SERVICES**

The information provided when using the Goods and Services is not intended for distribution to or use by any person or entity in any jurisdiction or country where such distribution or use would be contrary to law or regulation or which would subject us to any registration requirement within such jurisdiction or country. Accordingly, those persons who choose to use and access the Goods and Services from other locations do so on their own initiative and are solely responsible for compliance with local laws, if and to the extent local laws are applicable.

Our Content and Marks are protected by copyright and trademark laws (and various other intellectual property rights and unfair competition laws) and treaties in the Slovakia and around the world.

The Content and Marks are provided in or through the Goods and Services “AS IS” for your personal, non-commercial use or internal business purpose only.

Your use of Goods and Services

Subject to your compliance with these Legal Terms, including the “PROHIBITED ACTIVITIES” section below, we grant you a non-exclusive, non-transferable, revocable license to:

- use and access the Goods and Services; and
- download or print a copy of any portion of the Content to which you have properly gained access.

Solely for your personal, non-commercial use or internal business purpose.

Except as set out in this section or elsewhere in our Legal Terms, no part of the Goods and Services and no Content or Marks may be copied, reproduced, aggregated, republished, uploaded, posted, publicly displayed, encoded, translated, transmitted distributed, sold, licensed, or otherwise exploited for any commercial purpose whatsoever, without our express prior written permission.

If you wish to make any use of the Goods and Services, Content, or Marks other than as set out in this section or elsewhere on our Legal Terms, please address your request to: infoline@prosystemy.sk. If we ever grant you the permission to post, reproduce, or publicly display any part of our Goods and Services or Content, you must identify us as the owners or licensors of the Goods and Services, Content, or Marks and ensure that any copyright or proprietary notice appears or is visible on posting, reproducing, or displaying our Content.

We reserve all rights not expressly granted to you in and to the Goods and Services, Content, and Marks.

Any breach of these Intellectual Property Rights will constitute a material breach of our Legal Terms and your right to use our Goods and Services will terminate immediately.

2**INTELLECTUAL PROPERTY RIGHTS****Our intellectual property**

We are the owner or the licensee of all intellectual property rights in our Goods and Services, including all audio, video, text, photographs, and graphics in the Goods and Services (collectively, the “Content”), as well as the trademarks, service marks, and logos contained therein (the “Marks”).

3**USER REPRESENTATIONS**

By using the Goods and Services, you represent and warrant that: (1) you have the legal capacity and you agree to comply with these Legal Terms; (2) you are not under the age of 13; (3) you are not a minor in the jurisdiction in which you reside, or if a minor, you have received parental permission to use the Goods and Services; (4) you will not access the Goods and Services through automated or non-human means, whether through a bot, script or otherwise; (5) you will not use the Goods and Services for any illegal or unauthorized purpose; and (6) your use of Goods and Services will not violate any applicable law or regulation.

If you provide any information that is untrue, inaccurate, not current, or incomplete, we have the right to suspend or terminate your account and refuse any and all current or future use of the Goods and Services (or any portion thereof).

4**PRODUCTS**

We make every effort to display as accurately as possible the colors, features, specifications, and details of the products available on the Goods and Services. However, we do not guarantee that the colors, features, specifications, and details of the products will be accurate, complete, reliable, current, or free of other errors, and your electronic display may not accurately reflect the actual colors and details of the products. All products are subject to availability, and we cannot guarantee that items will be in stock. We reserve the right to discontinue any products at any time for any reason. Prices for all products are subject to change.

5**PURCHASE, PAYMENT, AND DELIVERY**

The Buyer creates an order in the following several steps:

1. The Buyer selects Goods and Services and their quantity by browsing our website and/or communicating with our technical team.
2. The Buyer sends REQUEST to us by email indicating the selected Goods and Services and their quantity, and destination address for the Goods and Services delivery. The Buyer may also optionally indicate his preferred delivery company.
3. Based on received REQUEST, we send by email to Buyer an OFFER that will contain exact prices for selected Goods and Services, price of delivery, payment information, and estimate of delivery time.
4. If the Buyer is satisfied with the OFFER, he will send to us an email confirming the acceptance of our OFFER and he will pay according to payment information. The ORDER will be considered accepted as soon as we receive the payment.
5. The selected Goods and Services will be prepared and send to destination address. The Buyer will be regularly notified about state of his order.

6**RETURN/REFUND POLICY**

All sales are final and no refund will be issued.

7**SOFTWARE**

We include software for use in connection with our Goods and Services. If such software is accompanied by an end user license agreement (“EULA”), the terms of the EULA will govern your use of the software, If such software is not accompanied by a EULA, then we grant to you a non-exclusive, revocable, personal, and non-transferable license to use such software solely in connection with our Goods and Services and in accordance with these Legal Terms. Any software and any related documentation is provided “AS IS” without warranty of any kind, either express or implied, including, without limitation, the implied warranties of merchantability, fitness for a particular purpose, or non-infringement. You accept any and all risk arising out of use or performance of any software. You may not reproduce or redistribute any software except in accordance with the EULA or these Legal Terms.

8**PROHIBITED ACTIVITIES**

You may not access or use the Goods and Services for any purpose other than that for which we make the Goods and Services available.

As a user of the Goods and Services, you agree not to:

- Trick, defraud, or mislead us and other users, especially in any attempt to learn sensitive account information such as user passwords.
- Circumvent, disable, or otherwise interfere with security-related features of the Goods and Services, including features that prevent or restrict the use or copying of any Content or enforce limitations on the use of the Goods and Services and/or the Content contained therein.
- Disparage, tarnish, or otherwise harm, in our opinion, us and/or the Goods and Services.
- Use any information obtained from the Goods and Services in order to harass, abuse, or harm another person.
- Make improper use of our support services or submit false reports of abuse or misconduct.
- Use the Goods and Services in a manner inconsistent with any applicable laws or regulations.
- Engage in unauthorized framing of or linking to the Goods and Services.
- Delete the copyright or other proprietary rights notice from any content.
- Attempt to impersonate another user or person or use the username of another user.
- Harass, annoy, intimidate, or threaten any of our employees or agents engaged in providing any portion of the Goods and Services to you.
- Attempt to bypass any measures of the Goods and Services designed to prevent or restrict access to the Goods and Services, or any portion of the Goods and Services.
- Except as permitted by applicable law and us, decipher, decompile, disassemble, or reverse engineer any of the software comprising or in any way making up a part of Goods and Services.

- Make any unauthorized use of the Goods and Services, including collecting usernames and/or email addresses of users by electronic or other means for the purpose of sending unsolicited email, or creating user accounts by automated means or under false pretenses.

9 CONTRIBUTION LICENSE

You agree that we may access, store, process, and use any information and personal data that you provide and your choices (including settings).

By submitting suggestions or other feedback regarding the Services, you agree that we can use and share such feedback for any purpose without compensation to you.

10 THIRD-PARTY WEBSITES AND CONTENT

The Goods and Services may contain (or you may be sent via the Site) links to other websites (“Third-Party Websites”) as well as articles, photographs, text, graphics, pictures, designs, music, sound, video, information, applications, software, and other content or items belonging to or originating from third parties (“Third-Party Content”). Such Third-Party Websites and Third-Party Content are not investigated, monitored, or checked for accuracy, appropriateness, or completeness by us, and we are not responsible for any Third-Party Websites accessed through the Goods and Services or any Third-Party Content posted on, available through, or installed from the Goods and Services, including the content, accuracy, offensiveness, options, reliability, privacy practices, or other policies of or contained in the Third-Party Websites or any Third-Party Content. Inclusion of, linking to, or permitting the use or installation of any Third-Party Websites or any Third-Party Content does not imply approval or endorsement thereof by us. If you decide to leave the Goods and Services website and access the Third-Party Websites or to use or install any Third-Party Content, you do so at your own risk, and you should be aware these Legal Terms no longer govern. You should review the applicable terms and policies, including privacy and data gathering practices, of any website to which you navigate from the Goods and Services or relating to any applications you use or install from the Goods and Services. Any purchases you make through Third-Party Websites will be through other websites and from other companies, and we take no responsibility whatsoever in relation to such purchases which are exclusively between you and the applicable third party. You agree and acknowledge that we do not endorse the products or services offered on Third-Party Websites and you shall hold us blameless from any harm caused by your purchase of such products or services. Additionally, you shall hold us blameless from any losses sustained by you or harm caused to you relating to or resulting in any way from any Third-Party Content or any contact with Third-Party Websites.

11 ADVERTISERS

We may allow advertisers to display their advertisements and other information in certain areas of the Goods and Services, such as sidebar advertisements or banner advertisements. We simply provide the space to place such advertisements, and we have no other relationship with advertisers.

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GOODS AND SERVICES MANAGEMENT

We reserve the right, but not the obligation, to: (1) monitor the Goods and Services from violations of these Legal Terms; (2) take appropriate legal action against anyone who, in our sole discretion, violates the law or these Legal Terms, including without limitation, reporting such user to law enforcement authorities; (3) in our sole discretion and without limitation, refuse, restrict access to, limit the availability of, or disable (to the extent technologically feasible) any of your Contributions or any portion thereof; (4) otherwise manage the Goods and Services in a manner designed to protect our rights and property and to facilitate the proper functioning of the Services.

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TERMS AND TERMINATION

These Legal Terms shall remain in full force and effect while you use the Goods and Services. WITHOUT LIMITING ANY OTHER PROVISION OF THESE LEGAL TERMS, WE RESERVE THE RIGHT TO, IN OUR SOLE DISCRETION AND WITHOUT NOTICE OR LIABILITY, DENY ACCESS TO AND USE OF THE GOODS AND SERVICES (INCLUDING BLOCKING CERTAIN IP ADDRESSES), TO ANY PERSON FOR ANY REASON OR FOR NO REASON, INCLUDING WITHOUT LIMITATION FOR BREACH OF ANY REPRESENTATION, WARRANTY, OR COVENANT CONTAINED IN THESE LEGAL TERMS OR OF ANY APPLICABLE LAW OR REGULATION. WE MAY TERMINATE YOUR USE OR PARTICIPATION IN THE GOODS AND SERVICES OR DELETE ANY CONTENT OR INFORMATION THAT YOU POSTED AT ANY TIME, WITHOUT WARNING, IN OUR SOLE DISCRETION.

If we terminate or suspend your account for any reason, you are prohibited from registering and creating a new account under your name, a fake or borrowed name, or the name of any third party, even if you may be acting on behalf of the third party. In addition to terminating or suspending your account, we reserve the right to take appropriate legal action, including without limitation pursuing civil, criminal, and injunctive redress.

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MODIFICATIONS AND INTERRUPTIONS

We reserve the right to change, modify, or remove the contents of the Goods and Services at any time or for any reason at our sole discretion without notice. However, we have no obligation to update any information on our Goods and Services. We also reserve the right to modify or discontinue all or part of the Goods and Services without notice at any time. We will not be liable to you or any third party for any modification, price change, suspension, or discontinuance of the Goods and Services.

We cannot guarantee the Goods and Services will be available at all times. We may experience hardware, software, or other problems or need to perform maintenance related to the Goods and Services, resulting in interruptions, delays, or errors. We reserve the right to change, revise, update, suspend, discontinue, or otherwise modify the Goods and Services at any time or for any reason without notice to you. You agree that we have no liability whatsoever for any loss, damage, or inconvenience caused by your inability to access or use the Goods and Services during any downtime or discontinuance of the Goods and Services. Nothing in these Legal Terms will be construed to obligate us to maintain and support the Goods and Services or to supply any corrections, updates, or releases in connection therewith.

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GOVERNING LAW

These Legal Terms are governed by and interpreted following the laws of Slovakia, and the use of the United Nations Convention of Contracts for the International Sales of Goods is expressly excluded. If your habitual residence is in the EU, and you are a consumer, you additionally process the protection provided to you by obligatory provisions of the law in your country to residence. PROSYSTEMY, s.r.o. and yourself both agree to submit to the non-exclusive jurisdiction of the courts of EU, which means that you may make a claim to defend your consumer protection rights in regards to these Legal Terms in Slovakia, or in the EU country in which you reside.

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DISPUTE RESOLUTION

Informal Negotiations

To expedite resolution and control the cost of any dispute, controversy, or claim related to these Legal Terms (each a “Dispute” and collectively, the “Disputes”) brought by either you or us (individually, a “Party” and collectively, the “Parties”), the Parties agree to first attempt to negotiate any Dispute (except those Disputes expressly provided below) informally for at least thirty (30) days before initiating arbitration. Such informal negotiations commence upon written notice from one Party to the other Party.

Binding Arbitration

Any dispute arising from the relationships between the Parties to these Legal Terms shall be determined by one arbitrator who will be chosen in accordance with the Arbitration and Internal Rules of the European Court of Arbitration being part of the European Centre of Arbitration having its seat in Strasbourg, and which are in force at the time the application for arbitration is filed, and of which adoption of this clause contributes acceptance. The seat of arbitration shall be Bratislava, Slovakia. The language of the proceedings shall be English. Applicable rules of substantive law shall be the law of Slovakia.

Restrictions

The Parties agree that any arbitration shall be limited to the Dispute between the Parties individually. To the full extent permitted by law, (a) no arbitration shall be joined with any other proceeding; (b) there is no right or authority for any Dispute to be arbitrated on a class-action basis or to utilize class action procedures; and (c) there is no right or authority for any Dispute to be brought in a purported representative capacity on behalf of the general public or any other persons.

Exceptions to Informal Negotiations and Arbitration

The Parties agree that the following Disputes are not subject to the above provisions concerning informal negotiations binding arbitration: (a) any Disputes seeking to enforce or project, or concerning the validity of, any of the intellectual property rights of a Party; (b) any Dispute related to, or arising from, allegations of theft, primacy, invasion of privacy, or unauthorized use; and (c) any claim for injunctive relief. If this provision is found to be illegal or unenforceable, then neither Party will elect to arbitrate any Dispute falling within that portion of this provision found to be illegal or unenforceable and such Dispute shall be decided by a court of competent jurisdiction within the courts listed for jurisdiction above, and the Parties agree to submit to the personal jurisdiction of that court.

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CORRECTIONS

There may be information on the Goods and Services that contains typographical errors, inaccuracies, or omissions, including descriptions, pricing, availability, and various other information. We reserve the right to correct any errors, inaccuracies, or omissions and to change or update the information on the Goods and Services at any time, without prior notice.

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DISCLAIMER

THE GOODS AND SERVICES ARE PROVIDED ON AN AS-IS-AVAILABLE BASIS. YOU AGREE THAT YOUR USE OF THE GOODS AND SERVICES WILL BE AT YOUR SOLE RISK. TO THE FULLEST EXTENT PERMITTED BY LAW, WE DISCLAIM ALL WARRANTIES, EXPRESS OR IMPLIED, IN CONNECTION WITH THE GOODS AND SERVICES AND YOUR USE THEREOF, INCLUDING, WITHOUT LIMITATION, THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND NON-INFRINGEMENT. WE MAKE NO WARRANTIES OR REPRESENTATIONS ABOUT THE ACCURACY OR COMPLETENESS OF THE GOODS AND SERVICES' CONTENT OR THE CONTENT OF ANY WEBSITES OR MOBILE APPLICATIONS LINKED TO THE GOODS AND SERVICES AND WE WILL ASSUME NO LIABILITY OR RESPONSIBILITY FOR ANY (1) ERRORS, MISTAKES, OR INACCURACIES OF CONTENT AND MATERIALS, (2) PERSONAL INJURY OR PROPERTY DAMAGE, OF ANY NATURE WHATSOEVER, RESULTING FROM YOUR ACCESS TO AND USE OF THE GOODS AND SERVICES, (3) ANY UNAUTHORIZED ACCESS TO OR USE OF OUR SECURE SERVERS AND/OR ANY AND ALL PERSONAL INFORMATION AND/OR FINANCIAL INFORMATION STORED THEREIN, (4) ANY INTERRUPTION OR CESSATION OF TRANSMISSION TO OR FROM THE GOODS AND SERVICES, (5) ANY BUGS, VIRUSES, TROJAN HORSES, OR THE LIKE WHICH MAY BE TRANSMITTED TO OR THROUGH THE GOODS AND SERVICES BY ANY THIRD PARTY, AND/OR (6) ANY ERRORS OR OMISSIONS IN ANY CONTENT AND MATERIALS OR FOR ANY LOSS OR DAMAGE OF ANY KIND INCURRED AS A RESULT OF THE USE OF ANY CONTENT POSTED, TRANSMITTED, OR OTHERWISE MADE AVAILABLE VIA THE GOODS AND SERVICES. WE DO NOT WARRANT, ENDORSE, GUARANTEE, OR ASSUME RESPONSIBILITY FOR ANY PRODUCT OR SERVICE ADVERTISED OR OFFERED BY A THIRD PARTY THROUGH THE GOODS AND SERVICES, ANY HYPERLINKED WEBSITE, OR ANY WEBSITE OR MOBILE APPLICATION FEATURED IN ANY BANNER OR OTHER ADVERTISING, AND WE WILL NOT BE A PARTY TO OR IN ANY WAY BE RESPONSIBLE FOR MONITORING ANY TRANSACTION BETWEEN YOU AND ANY THIRD-PARTY PROVIDERS OF PRODUCTS OR GOODS AND SERVICES. AS WITH THE PURCHASE OF A PRODUCT OR SERVICE THROUGH ANY MEDIUM OR IN ANY ENVIRONMENT, YOU SHOULD USE YOUR BEST JUDGMENT AND EXERCISE CAUTION WHERE APPROPRIATE.

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LIMITATIONS OF LIABILITY

IN NO EVENT WILL WE OR OUR DIRECTORS, EMPLOYEES, OR AGENTS BE LIABLE TO YOU OR ANY THIRD PARTY FOR ANY DIRECT, INDIRECT, CONSEQUENTIAL, EXEMPLARY, INCIDENTAL, SPECIAL, OR PUNITIVE DAMAGES, INCLUDING LOST PROFIT, LOST REVENUE, LOSS OF DATA, OR OTHER DAMAGES ARISING FROM

YOUR USE OF THE GOODS AND SERVICES, EVEN IF WE HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

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INDEMNIFICATION

You agree to defend, indemnify, and hold us harmless, including our subsidiaries, affiliates, and all of our respective officers, agents, partners, and employees, from and against any loss, damage, liability, claim, or demand, including reasonable attorneys' fees and expenses, made by any third party due to or arising out of: (1) use of the Goods and Services; (2) breach of these Legal Terms; (3) any breach of your representations and warranties set forth in these Legal Terms; (4) your violation of the rights of a third party, including but not limited to intellectual property rights; or (5) any overt harmful act toward any other user of the Goods and Services with whom you connected via the Goods and Services. Notwithstanding the foregoing, we reserve the right, at your expense, to assume the exclusive defense and control of any matter for which you are required to indemnify us, and you agree to cooperate, at your expense, with our defense of such claims. We will use reasonable efforts to notify you of any such claim, action, or proceeding which is subject to this indemnification upon becoming aware of it.

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ELECTRONIC COMMUNICATIONS, TRANSACTIONS, AND SIGNATURES

Sending us emails, and completing online forms constitute electronic communications. You consent to receive electronic communications, and you agree that all agreements, notices, disclosures, and other communications we provide to you electronically, via email and on the Goods and Services, satisfy any legal requirement that such communication be in writing. YOU HEREBY AGREE TO THE USE OF ELECTRONIC SIGNATURES, CONTRACTS, ORDERS, AND OTHER RECORDS, AND TO ELECTRONIC DELIVERY OF NOTICES, POLICIES, AND RECORDS OF TRANSACTIONS INITIATED OR COMPLETED BY US OR VIA THE GOODS AND SERVICES. You hereby waive any rights or requirements under any statutes, regulations, rules, ordinances, or other laws in any jurisdiction which require an original signature or delivery or retention of non-electronic records, or to payments or the granting of credits by any means other than electronic means.

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MISCELLANEOUS

These Legal Terms and any policies or operating rules posted by us on the Goods and Services or in respect to the Goods and Services constitute the entire agreement and understanding between you and us. Our failure to exercise or enforce any right or provision of these Legal Terms shall not operate as a waiver of such rights or provision. These Legal Terms operate to the fullest extent permissible by law. We may assign any or all of our rights and obligations to others at any time. We shall not be responsible or liable for any loss, damage, delay, or failure to act caused by any cause beyond our reasonable control. If any provision or part of a provision of these Legal Terms is determined to be unlawful, void, or unenforceable, that provision or part of the provision is deemed severable from these Legal Terms and does not affect the validity and enforceability of any remaining provisions. There is no joint venture, partnership, employment or agency relationship created between you and us as a result of these Legal Terms or use of the Goods and Services. You agree that these Legal Terms will not be construed against us by virtue of having drafted them. You hereby waive any and all defenses you may have based on the electronic form of these Legal Terms and the lack of signing by the parties hereto to execute these Legal Terms.

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CONTACT US

In order to resolve a complaint regarding the Goods and Services or to receive further information regarding use of the Services, please contact us at:

infoline@prosystemy.sk

PROSYSTEMY, s.r.o.

J. Holčeka 339

Budmerice 90086

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