

General Terms & Conditions

Article I – Introductory Provisions

1. These General Terms & Conditions are issued by Translata Europe (hereinafter as Translata Europe), spol. s r.o., having its registered office at Aupark Tower, Einsteinova 24, 851 01 Bratislava, Slovakia, Company reg. number: 47030593, VAT ID No.: SK2023710128, e-mail address: flantie@flantie.com.
2. The General Terms & Conditions (hereinafter as Terms) form an integral part of the contract between Translata Europe as the Service Provider and the Customer as the User.
3. The User is a natural or legal person that uses the online application Flantie (hereinafter as Application) found at www.flantie.com and developed by Translata Europe.

Article II – Subject of the Contract

The Service Provider undertakes to allow the User to access and use the Application, and the User agrees to use it as per these Terms, and to pay the agreed price for such use, if applicable.

Article III – Registering and Using the Application

1. To be allowed to use the Application, the User has to register at www.flantie.com, proceed with the entire registration process and validate his/her registration. The User obliges to use real and truthful information in his/her registration application.
2. Upon successful registration the Service Provider will provide the User with access and the right to use the Application as per these Terms.

Article IV – Rights and Obligations of the Parties

1. The User is obliged to use the Application as per these Terms. If the Service Provider finds out that the user violated these Terms he/she can revoke the access of the User to Application and his/her right to use it at any time.
2. The Service Provider shall not be liable for any damage caused by the failure to provide continuous operation of the Application, such as but not limited to the server issues, Internet provider issues, software issues, hardware issues, etc. The user shall inform the Service Provider about such issues in a timely manner so that the Service Provider can thoroughly investigate and remedy them.
3. The Service Provider allows The User to use the Application free of charge within specific limitations as to the number of tasks and/or invoices the User is allowed to add to the Application database. These limitations are specified at www.flantie.com and are subject to change based on the Service Provider sole discretion.

4. The User is not allowed to use the Application in a fraudulent way and/or with an intention to avoid the payment of a fee for its usage. If the Service Provider finds out about such actions of the User, he is allowed to revoke the access of the User to the Application and his/her right to use it at any time, and request the User to pay the respective fee for unauthorized use of the Application + legal counselor fees.

5. The Service Provider shall not be liable for any copyright infringements caused by the actions of the User.

Article V – Subscription Cancellation

1. Upon payment of the subscription fee the User may use the Application by the time his subscription period expires.

2. If the Service Provider cannot provide services in the long-term or if he revokes the right of the User to use the Application despite no proven infringement of these General Terms and Conditions, the User has right to request return of the subscription payment for the period he/she was unjustly barred from using the Application.

Article VI – Price and Invoicing

1. The prices of the services provided by the Service Provider to the User are determined based on the Services Price List being in force at the time of subscription payment and can be found at www.flantie.com.

2. The User is allowed to use the Application free of charge within specific limitations specified at www.flantie.com. The User is also notified about these limitations directly in the Application prior to reaching them. Once the limitations are reached, he/she is not allowed to use the Application unless the subscription is paid via PayPal.

Article VII – Confidentiality and Personal Data Protection

1. All information which the User will insert into the Application database and which has not been published by the User nor has become part of the public domain shall be deemed confidential.

2. The Service Provider shall:

a) treat such information as strictly confidential, and take all measures to ensure it remains confidential;

b) use and apply such information only for the purposes related to provision of requested services and use of the Application;

c) handle such information so as to prevent it from being published or disclosed to a third party or used for any purpose other than described in these General Terms and Conditions.

3. In order to fulfil this obligation, the Service Provider agrees to comply with all necessary measures to prevent a leak of any of the obtained information, in particular:

- a) to prevent such information from being disclosed to a third party;
- b) to prevent such information from being published;
- c) to prevent such information from being reproduced and disseminated;
- d) to prevent such information from being accessed by unauthorised persons;
- e) to prevent such information from being leaked by any conduct including negligence.

4. By registering with the intention to use the Application, the User grants consent to the processing of its personal data for the purpose of handling the process of registration order and using the Application, such consent being granted for such term as necessary to provide the services. The Service Provider processes the personal data of the User for the purposes of fulfilling the subject of the contract and performing its obligations towards the User, in particular for the purposes of contacting the Client in connection with providing the service, and issuing an invoice. The Service Provider shall ensure that the Client's personal data is not used for any other purposes, in particular that it is not published, disclosed or made available to third parties, except where such disclosure is required to meet the Supplier's statutory obligations under generally applicable legal regulations (disclosure obligations towards tax authorities, law enforce authorities or other state authorities), or except that such data is disclosed to persons with whom it is necessary to cooperate in order to provide the service. The database containing such personal data is protected against damage, destruction, loss or misuse. The Service Provider will process the User's personal data to the following extent: name and surname, billing address, e-mail address, contact phone number.

Article VIII – Complaint

A complaint in respect of the service provided shall be filed by the User with the Service Provider in writing by e-mail to flantie@flantie.com without undue delay, in any event not later than 3 business days following the issue occurrence, failing which any claims arising from liability for defects shall be deemed to have been asserted late and to have become extinguished. A service complaint must specify the reason and nature of issues and, if appropriate, must include evidence proving the existence of issues. The Service Provider will address the issue and will inform the User about rectification without undue delay.

Article IX – Dispute Resolution

The Service Provider and the User agree that any and all disputes shall be governed by Slovak laws. Any disputes shall be preferably resolved in an amicable way; unless such amicable resolution is reached, the dispute shall be subject to the exclusive jurisdiction of Slovak courts.

Information for customers regarding options and terms of dispute settlement using the alternative dispute resolution system (hereinafter only the "ADR"):

If the client is unsatisfied with the settlement of his complaint or if the client believes that the supplier violated his rights, then the client has the right to bring a claim against the supplier seeking redress for the violation. If the supplier dismisses the client's request, or does not respond within 30 days from the sending date of the request, then the client has the right to file a motion (hereinafter only the "Motion") to an alternative dispute resolution entity (hereinafter only the "ADR Entity") in accordance with Act No. 391/2015 Coll. on the Alternative Resolution of Consumer Disputes. ADR does not apply to disputes with an identifiable value not exceeding EUR 20. An ADR Entity means the Slovak Trade Inspection, or other legal entity recorded in the Register of ADR Entities kept by the Ministry of Economy of the Slovak Republic. The client can send the Motion to the ADR Entity as a hardcopy, in electronic form, or verbally with a record made. The client can also file the Motion using the form available at the website of the Slovak Trade Inspection: www.soi.sk, or use the ADR platform available at the EU website: http://ec.europa.eu/consumers/odr/index_en.htm. While ADR procedures conducted by the Slovak Trade Inspection are free of charge, other ADR Entities can request that the Client pays an initial fee in the amount of maximum EUR 5 including VAT. In principle, the ADR Entity shall close ADR procedures within 90 days from the commencement date thereof.

Article X – Final Provisions

These General Terms and Conditions form an integral part of the contract between the Service Provider and the User, and are binding on both parties. The legal relationships established by the contract shall be governed by the provisions of the contract, individually agreed conditions, the provisions of these General Terms & Conditions and relevant legal regulations. The provisions of the Contract shall take precedence over the provisions of these General Terms and Conditions and non-mandatory provisions of generally binding legal regulations. The Service Provider reserves the right to unilaterally amend or supplement these General Terms and Conditions. Any amendments to these General Terms and Conditions shall become effective upon being published at the website www.flantie.com. The legal relationships arising from the contract shall at any time be governed by the General Terms and Conditions applicable at the time when the order becomes binding. These General Terms and Conditions shall come into force as of 01 January 2018.