# END USER LICENSE AGREEMENT ("EULA")

This end user license agreement ("EULA") constitutes an agreement between you and Salutis systems, a.s., Identification Number: 47 911 981, with registered seat: 967/14 Pod Čerencom 1087/7, 031 05 Liptovský Mikuláš (further only as "PS: Post Scriptum"). This EULA is document relevant for your use of Software and Services (as specified below).

For purposes of this EULA

"Software" means software program distributed, published or otherwise made available by PS: Post Scriptum including, but not limited to encryption software, downloadable/installable accessed by means of a browser or other online communication method. Software includes accompanying manual(s), files and electronic and/or on-line materials or documentation, and any and all copies of such software and its materials.

"Services" means services made available by PS: Post Scriptum, including but not limited to services accessed, by means of a browser or by other online communication method.

Software and Services are further referred to as "the PS: Post Scriptum Services".

The Software is licensed and not sold to you. Your use of the Software (as detailed further in this Agreement) is subject to terms and conditions of use, as set in this EULA.

Accessing, installing or using the PS: Post Scriptum Services (or any materials included in or with said services, as detailed above) you hereby accept the terms of use of the PS: Post Scriptum Services as detailed in this EULA.

Do not install, use or access the PS: Post Scriptum Services, if you do not accept the terms of this EULA.


## 1 LICENSES

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## 3 GENERAL LICENSE CONDITIONS

You agree not to:

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- distribute, lease, license, sell, rent, lend, convey or otherwise transfer or assign the PS: Post Scriptum Services, any copies thereof, or any passwords or usernames of PS: Post Scriptum Services, without the express prior written consent of PS: Post Scriptum or as set forth in this EULA;

- make a copy of the PS: Post Scriptum Services or any part thereof, including but not limited to Software (other than as set forth herein);

- make the PS: Post Scriptum Services publicly available or available on a network for use or download by multiple users;

- except as otherwise specifically provided by the PS: Post Scriptum Services or this EULA, use or install the PS: Post Scriptum Services (or permit others to do same) on a network, for on-line use, or on more than one computer or unit at the same time;

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The PS: Post Scriptum Services require an internet connection to run and authenticate the Software.

**4 NO WARRANTIES**

THE PS: POST SCRIPTUM SERVICES ARE PROVIDED TO YOU "AS IS," WITH ALL FAULTS, WITHOUT WARRANTY OF ANY KIND, WITHOUT PERFORMANCE ASSURANCES OR GUARANTEES OF ANY KIND, AND YOUR USE IS AT YOUR SOLE RISK. THE ENTIRE RISK OF SATISFACTORY QUALITY AND PERFORMANCE RESIDES WITH YOU. PS: POST SCRIPTUM, PS: POST SCRIPTUM'S LICENSORS AND CHANNEL PARTNERS DO NOT MAKE, AND HEREBY DISCLAIM, ANY AND ALL EXPRESS, IMPLIED OR STATUTORY WARRANTIES, INCLUDING IMPLIED WARRANTIES OF CONDITION, UNINTERRUPTED USE, ACCURACY OF DATA (INCLUDING BUT NOT LIMITED TO LOCATION DATA), MERCHANTABILITY, SATISFACTORY QUALITY, FITNESS FOR A PARTICULAR PURPOSE, NONINFRINGEMENT OF THIRD PARTY RIGHTS, AND WARRANTIES (IF ANY) ARISING FROM A COURSE OF DEALING, USAGE, OR TRADE PRACTICE. PS: POST SCRIPTUM DOES NOT WARRANT AGAINST INTERFERENCE WITH YOUR ENJOYMENT OF THE SOFTWARE; THAT THE PS: POST SCRIPTUM SERVICES WILL MEET YOUR REQUIREMENTS; THAT OPERATION OF THE PS: POST SCRIPTUM SERVICES WILL BE UNINTERRUPTED OR ERROR-FREE, OR THAT THE PS: POST SCRIPTUM SERVICES WILL INTEROPERATE OR BE COMPATIBLE WITH ANY OTHER PS: POST SCRIPTUM SERVICES OR THAT ANY ERRORS IN THE PS: POST SCRIPTUM SERVICES WILL BE CORRECTED. NO ORAL OR WRITTEN ADVICE PROVIDED BY PS: POST SCRIPTUM SHALL CREATE A WARRANTY. SOME

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TERMINATION. This EULA will terminate automatically if you fail to comply with its terms and conditions. In such event, you must destroy all copies of the Software and all of its component parts and cease and desist from accessing any PS: Post Scriptum Services.

EQUITABLE REMEDIES. You hereby agree that if the terms of this EULA are not specifically observed, PS: Post Scriptum will be irreparably damaged, and therefore you agree that PS: Post Scriptum shall be entitled, without bond, other security or proof of damages, to appropriate equitable remedies with respect to your breach of any of the terms of this EULA, in addition to any other available remedies.

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# SECURITY OF COMMUNICATION AND INFORMATION, COLLECTION AND USE OF INFORMATION, PERSONAL DATA PROTECTION

Provisions contained in this document constitute policy for communications security of the PS: Post Scriptum Services end users, collection and use of information on end users of PS: Post Scriptum Services and personal data protection of PS: Post Scriptum Services end users.

By click wrap of this document you confirm, that you were informed of and accept the following provisions and recommendations, and that you are fully aware of consequences of your actions / inactions according to or in conflict with the provisions and recommendations detailed in this document.

For the purposes of this document:

"Software" means software program distributed, published or otherwise made available by PS: Post Scriptum including, but not limited to encryption software, downloadable/installable accessed by means of a browser or other online communication method. Software includes accompanying manual(s), files and electronic and/or on-line materials or documentation, and any and all copies of such software and its materials."
"Services" means services made available by PS: Post Scriptum, including but not limited to services accessed, by means of a browser or by other online communication method.
Software and Services are further referred to as "PS: Post Scriptum Services".

## Security of communication and information
PS: Post Scriptum Services provide secure communication service. To effectively achieve secure communication the end user shall acknowledge the following:

- PS: Post Scriptum Services provide secure communication between any two units with the Software installed,

- PS: Post Scriptum doesn´t provide physical security of a unit with installed Software, the end user (You) are obliged to secure the unit from any unauthorised physical access of third person to the unit and secure the unit from misuse and or theft,

- It is your decision whether you will delete delivered messages / information on communication after reading / completion of communication. To prevent security risk from theft or other unauthorised access to the unit with installed Software, we suggest that you as an end user, shall delete any messages / communication / information on communication immediately after delivery, or end (and processing of) communication,

- Device with installed PS: Post Scriptum Services keeps logs of last 20 communications,

- All logs of communications are deleted performing a log out,

- We suggest that you shall use only legal and up – to – date software (primarily OS and antivirus software) on the unit with Software installed.

## Collection and use of information
PS: Post Scriptum collects information on end users of the PS: Post Scriptum Services only upon their expressed consent, given by accepting these conditions prior to the provision of e-mail address and/or telephone number to the database of end users of PS: Post Scriptum Services. Identity of the end user is processed based on such consent. The purpose of processing the identity of the end user is to allow the search of contacts by other end users of the PS: Post Scriptum Services and to provide the user with information on new features of the PS: Post Scriptum Services. The database of end users is stored

on the servers of PS: Post Scriptum and/or servers of contractual partners of PS: Post Scriptum. Information stored in the database of end users are protected.

PS: Post Scriptum does not provide data from the database of end users in any form to any third party except other registered end users of PS: Post Scriptum Services..

## Personal data protection

By installing, accessing or using the PS: Post Scriptum Services, you explicitly consent to collection of personal data and usage terms for collected personal data, that is unlimited (as to the subject, content or person, territory, including (where applicable)) and comprises the transfer of personal data into a country outside of the European Union and/or the European Economic Area or the United States of America.

Only  data of natural persons are deemed personal data.

PS: Post Scriptum respects your privacy rights and recognizes the importance of protecting any personal data collected.

PS: Post Scriptum only collects and uses personal data about you upon provision of such data to PS: Post Scriptum by you and only to the extent and under conditions as detailed in this document.

To use PS: Post Scriptum Services, you are not obliged to provide any personal data.

However, in case that you, by your own discretion provide PS: Post Scriptum with personal data (the only personal data possibly collected is your e-mail address and/or telephone number that may be considered to constitute personal data individually or in combination according to the relevant Slovak law), you agree that PS: Post Scriptum may use such data according to terms as detailed in this privacy policy.

Any data that can be deemed personal is stored on secure servers of PS: Post Scriptum. PS: Post Scriptum will not provide any personal data to any third person, personal data protection is secured in the same way as end user information protection detailed above.

All personal data is collected and used according to provisions of Law on protection of personal data,122/2013 Coll. of Slovak Republic (further only as "Law on protection of personal data").

Use of personal data is (according to §4 of Law on protection of personal data, 122/2013 Coll.) execution of any operation or sequence of operations with personal data, primarily their acquisition, collection, distribution, recording, organising, reworking or change, search, browsing, reorganising, combination, relocation, use, storage, blocking, liquidation, over the border transfer, provision, making the data accessible or publicised.

PS: Post Scriptum uses personal data in the extent provided by the user (telephone number and / or e-mail address), and only for the purpose of search of the end users in database and communication between the end users as well as for communication in regard of information on new features of the PS: Post Scriptum Services

User is obliged to provide PS: Post Scriptum only with correct and relevant personal data and is obliged to provide information on any change to the data provided.

PS: Post Scriptum uses personal data upon consent of the user under provisions of §11 of Law on protection of personal data,122/2013 Coll Consent is given by acceptation of this document.

According to the provisions of §15 of Law on protection of personal data,122/2013 Coll., the user was informed that the user has right to:

- request confirmation whether there are personal data of user collected and used by the PS: Post Scriptum;
- be provided, in generally intelligible form information on use of personal data in the information system to the extent of §15, section 1, letter a) to e) of Law on protection of personal data,122/2013 Coll.;
- be provided, in generally intelligible form information on source, from which the personal data were gathered;
- be provided, in generally intelligible form information on the extent of used personal data;
- request correction or liquidation of incorrect, partial, out of date personal data on user that are used by PS: Post Scriptum;
- request liquidation of personal data, where the purpose of use of such personal data expired;
- liquidation of personal data of the user, that are used, in the event of breach of applicable law;
- request interruption of any use of personal data, where the consent of the user was revoked prior to expiration of the period of consent initially given.

PS: Post Scriptum, following the provisions of §17 of Law on protection of personal data,122/2013 Coll , immediately after the end of provisioned use of the personal data, liquidates all the data collected on the user.

All and any further rights and obligations of the user under the Law on protection of personal data,122/2013 Coll are subject to application of provisions of §28 of the said law.

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- be provided, in generally intelligible form information on source, from which the personal data were gathered;
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- request correction or liquidation of incorrect, partial, out of date personal data on user that are used by PS: Post Scriptum;
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