

## **Alive Verify Application Terms of Use**

### **1. Table of Contents**

### **2. Introductory Provisions**

- 2.1. These Alive Verify Application Terms of Use (the “**Terms of Use**”) are intended for all users of the Alive Verify application (the “**Application**”), irrespective of whether they are individuals or legal entities.
- 2.2. The Application is operated by GTS ALIVE Group s.r.o., identification number (IČO): 09296727, with its registered office at Na Maninách 1092/20, Holešovice, 170 00 Prague 7, registered in the Commercial Register maintained by the Municipal Court in Prague under file no. C 334013 (“**GTS Alive Group**”).
- 2.3. Contact details of GTS Alive Group are as follows:
  - 2.3.1. Written communications: GTS ALIVE Group s.r.o., Na Maninách 1092/20, Holešovice, 170 00 Prague 7, Czech Republic.
  - 2.3.2. Email communications: [info.cz@aliveverify.com](mailto:info.cz@aliveverify.com).
- 2.4. By using the Application, the User consents to these Terms of Use and undertakes to comply with them. At the same time, the User is aware of and acknowledges any information about the processing of personal data available in the [Principles Relating to Processing of Personal Data for Alive Verify Application](#) (the “**Principles**”).
- 2.5. By accepting these Terms of Use, a contract for the provision of Application services is concluded between the User and GTS Alive Group; the content of the contract is defined by these Terms of Use. The content of the services is provided free of charge, unless the User is notified of any paid service in advance and agrees with such service by accepting separate terms of use thereof.
- 2.6. The purpose of these Terms of Use is to fully and duly govern rights and obligations of the User and GTS Alive Group with regard to the contract for the provision of Application services. By accepting the Terms of Use, the User declares that he or she understands and agrees with all the provisions hereof.
- 2.7. If the User has any questions prior to accepting these Terms of Use, he or she shall contact GTS Alive Group using the above contact details.
- 2.8. The Alive Verify user account (the “**User Account**”) shall be governed by legal documents of the User Account operator, who shall also act as controller in respect of personal data in the User Account. List of User Account operators for individual countries:

#### **1) Czech Republic:**

- User Account administrator in the Czech Republic: GTS ALIVE s.r.o., with its registered office at Na Maninách 1092/20, Holešovice, 170 00 Prague 7, identification number (IČ): 26193272, Commercial Register registration: file no. C 78560 maintained by the Municipal Court in Prague;
- In the Czech Republic, the User Account shall be governed by legal documents that are available [here](#).

## **2) United Arab Emirates, Oman, Kuwait, Qatar**

- User Account administrator in the United Arab Emirates, Oman, Kuwait and Qatar: GTS ALIVE ME DMCC, with its registered office at Unit No: 3928, DMCC Business Centre, Level No 1, Jewellery & Gemplex 3, P. O. Box: 392173, Dubai, United Arab Emirates, Licence Number: DMCC-073822, Registration Number: DMCC39822, Tax Registration Number: 100426366900003;
- In the United Arab Emirates, Oman, Kuwait and Qatar, the User Account shall be governed by legal documents that are available [here](#).

## **3) Romania**

- User Account administrator in Romania: Asociatia pentru Sprijinirea Tinerilor, Studentilor si Profesorilor (ASYST), with its registered office at Str. Domnita Anastasia Nr. 10 Et. 3 Ap. 5, Sectorul 5, Bucuresti, Romania, Registry no.: 17531821
- In Romania, the User Account shall be governed by legal documents that are available [here](#).

## **3. Users**

- 3.1. The Application is intended for all persons (the “**User**”), without restrictions, that wish to use Application services, having regard to related arrangements and agreements with GTS Alive Group.
- 3.2. Both individuals and legal entities may be Users; a legal entity shall always be represented by an authorized individual.
- 3.3. The Application is intended for businesses, not for final consumers or minors. By downloading the Application, the User confirms that the aforementioned requirement has been fulfilled.
- 3.4. The Application may be downloaded without a User Account or signing into such User Account; however, all Application services are only available after signing into the User Account.

## **4. Application**

- 4.1. The purpose of the Application is to provide easy access to the User Account through a mobile device.
- 4.2. The User acknowledges that the Application is not available for all types of mobile devices or software versions.
- 4.3. The User undertakes to protect access to his or her mobile device with the use of appropriate security features (such as passwords, etc., depending on the relevant mobile device) and to protect such security features, particularly passwords.
- 4.4. If a mobile device is lost or stolen, the User Account login information must be changed immediately. It is also possible to block it by contacting GTS Alive Group using the above contact details.
- 4.5. If the User forgets his or her password, he or she can request password reset; in such case, a password reset link is sent to a User’s email, where the User is asked to enter a new password; such new password must comply with essential security rules.

## **5. User Account Registration and Activation**

- 5.1. The User Account creation and activation shall be subject to a separate contract with GTS Alive Group. Legal documents relating to the User Account are available [here](#).

5.2. The User Account creation is not an acquired right.

## **6. Period of Service; Contract Termination**

6.1. The Application is created and maintained for an indefinite period of time.

6.2. The User may delete the Application at any time, even without giving any reason.

6.3. GTS Alive Group may terminate the management of the Application or any part of the services or convert such services to other services with different functionalities. GTS Alive Group may, inter alia, terminate the services, either in full or in part, for the following reasons:

6.3.1. GTS Alive Group ceases to provide the relevant services or terminates its Application management activities or parts of services or converts them to other services/activities;

6.3.2. User breaches these Terms of Use;

6.3.3. User commits any fraud or misconduct with regard to GTS Alive Group or attempts to circumvent these Terms of Use or acts contrary to accepted principles of morality, as appropriate;

6.3.4. User breaches other contractual arrangements or agreements with GTS Alive Group;

6.3.5. User requests termination of the processing of personal data in connection with the Application management or another services, whereas such service cannot be provided without the processing of personal data.

## **7. Other Rights and Obligations**

7.1. GTS Alive Group does not guarantee in any way that all services would be error-free, available at all times and/or that they would not be damaged or attacked.

7.2. GTS Alive Group shall not be responsible for the availability of the Application and/or any parts thereof.

7.3. The User shall not be entitled to compensation for any damage that might be incurred in connection with the use of the Application and/or due the unavailability or malfunction thereof.

7.4. If the Application contains any links to third-party websites, GTS Alive Group shall not be responsible for such links or contents of such websites.

## **8. Final Provisions**

8.1. The operation of the Application shall be governed by the laws of the Czech Republic.

8.2. Any dispute that cannot be resolved amicably shall be decided by a competent court of the Czech Republic determined based on the registered office of GTS Alive Group.

8.3. The User hereby represents that it is not the weaker party, that it fully understands these Terms of Use and contents of any related services and agrees with them.

8.4. These Terms of Use are effective as of 1 December 2024.

8.5. GTS Alive Group may amend these Terms of Use as and when necessary. Any such changes shall be effective on the date of notification or on a later date specified in the notification thereof. Such notification shall be given to the User electronically. The User may reject any such changes and terminate the use of the services under these Terms of Use as of the effective date of the updated version hereof.