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General Terms and Conditions to Nivy Watch

Please carefully read the following terms and conditions. This is a legally binding document. If you order an Nivy Watch, you will accept these general terms and conditions. Do not proceed with an order unless: (1) you are authorized to accept and agree to the terms of this document on behalf of your company; and (2) you intend to enter into and to be bound by the terms of this legally binding general terms and conditions on behalf of your company.

1. DEFINITIONS

- 1.1. **"Agreement"** means a contract between NIVYWatch s.r.o. and Developer for Nivy Watch and/or Software Subscription Services that references these GTC.
 - 1.2. **"Application"** means any code developed by Developer communicating with the Nivy Watch that adds or supplements new and independent functionality to Nivy Watch, but does not constitute the right for the actions as defined in section 5.5. and 5.6. hereof.
 - 1.3. **"Cloud Terms of Service"** means the NIVYWatch s.r.o. Terms of Service – Cloud for NIVY WATCH governing the rights and obligations between NIVYWatch s.r.o. and Developer in the provision of Software Subscription Services and relevant licenses. Cloud Terms of Service are attached to Agreement and they are binding for the Developer from the day of acceptance of these GTCs.
 - 1.4. **"Commercial Code"** means the Act no. 513/1991 Coll. Commercial Code as amended.
 - 1.5. **"Confidential Information"** means all information which NIVYWatch s.r.o. or Developer protect against unrestricted disclosure to others, or that are deemed confidential according to the circumstances of their disclosure or their content. In any case, the following information is considered to be Confidential Information of NIVYWatch s.r.o.: the software, programs, tools, data and other material, that NIVYWatch s.r.o. provides to Developer before or on the basis of these GTCs.
 - 1.6. **"Developer"** means the company obtaining the Nivy Watch for the purposes and under the conditions stated in these GTCs.
 - 1.7. **"Documentation"** means NIVYWatch s.r.o.'s technical or functional documentation pertaining to the Nivy Watch which is delivered or made available to Developer.
 - 1.8. **"End Customer"** means the customer of the Developer.
 - 1.9. **"Nivy Watch"** means hardware and software components and associated documentation provided by NIVYWatch s.r.o. to the Developer for the purposes and under the conditions stated in these GTCs. Nivy Watch is specified at <https://nivy.watch/>. The software and hardware components for the delivery are specified in the Agreement.
 - 1.10. **"GTCs"** means these general terms and conditions.
 - 1.11. **"IP Rights"** (Intellectual Property Rights) means without limitation any patents and other rights to inventions, copyrights, trademarks, trade names, design patents and service marks and any other intangible property rights and all related rights of use or commercialization.
 - 1.12. **"NIVY WATCH SYSTEM"** means the designation of the final NIVYWatch s.r.o. product after the testing and development process is finished.
 - 1.13. **"NIVYWear"** means software infrastructure consisting of the software components that run directly on Nivy Watch as a specialized Android based firmware designed specifically for Nivy Watch.
 - 1.14. **"Nivy Watch Cloud Subscription Service"** means the services using the cloud based, server-side components for data storage and management server-side components.
 - 1.15. **"Offer"** means a written offer prepared by NIVYWatch s.r.o. based on the previous Developer's requirements. An example of Accepted Offer is attached to the Agreement.
 - 1.16. **"Price list"** or Fee List means always up to date general document containing the information about the Nivy Watch hardware and software components and its prices.
 - 1.17. **"Remuneration"** means the right of NIVYWatch s.r.o. for the payment from the Developer for the Software Subscription Services during the Subscription Term and for the granting of the right to develop the Applications as stated in Subclause 5.7. hereof.
 - 1.18. **"NIVYWatch s.r.o."** means the company NIVYWatch s.r.o. with the registered seat at Prievozska 4/B, 821 09 Bratislava - mestská časť Ružinov, Slovak Republic, company ID: 53962699, registered in the Commercial Register of District Court Bratislava I., Section: Sro, File nr.: 154265/B.
 - 1.19. **"Software Subscription Services"** mean the right to use the NIVYWear and/or NIVY DataFactory by Developer. The right to use the NIVYWear is described in Subclause 5.3. hereof, the right to use the NIVY DataFactory is described in Cloud Terms of Service.
 - 1.20. **"Subscription Term"** means the term of subscription to the applicable Software Subscription Services specified in the Agreement.
 - 1.21. Unless otherwise specified herein the capitalized terms used in these GTCs have the meaning assigned to them in the Cloud Terms of Service.
- 1.22. In case of conflict between these GTCs and Cloud Terms of Service, these GTCs shall prevail.
- ### 2. SUBJECT MATTER OF THE GTCs
- 2.1. The subject matter of these GTCs is (i) a commitment of NIVYWatch s.r.o. to provide the Developer with the Nivy Watch and (ii) granting of the right to use the Nivy Watch solely for the purpose stated in Subclause 2.2. hereof. The Developer expressly agrees to use the Nivy Watch solely in accordance with Subclause 2.2. hereof.
 - 2.2. **Purpose and scope of use.**

Based on these GTCs NIVYWatch s.r.o. commits to provide the Nivy Watch and to grant the usage rights to Developer for the purpose of

 - testing - examining usability of the Nivy Watch for using by the Developer or selling to the Customer,
 - providing feedback to the NIVYWatch s.r.o. in order to improve the product NIVY WATCH SYSTEM by NIVYWatch s.r.o.,
 - development of the Developer's applications dedicated for the usage with NIVY WATCH SYSTEM.

The Nivy Watch or other material included in its package may not be resold or used for any other purpose than those specified herein.
 - 2.3. The subject matter of these GTCs is also a commitment of NIVYWatch s.r.o. to provide the Developer the Software Subscription Services and relevant licenses together with the Nivy Watch.
- ### 3. DOCUMENTATION AND DELIVERY
- 3.1. NIVYWatch s.r.o. will deliver the Nivy Watch subject to the payment of the fee of Remuneration unless Agreement stipulates otherwise.
 - 3.2. The following delivery terms shall apply for Nivy Watch shipped to Developer's ship-to address: (i) to European Union ship-to addresses: DDP (Incoterms 2010) and (ii) to non-European Union ship-to addresses: DAP (Incoterms 2010). Developer shall be responsible for customs clearance and payment of all applicable import duties, taxes and fees. Simultaneously with the Nivy Watch delivery, the Documentation will be also delivered.



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4. CONDITIONS OF NIVY WATCH USAGE

- 4.1. The Developer shall be entitled to only use the Nivy Watch as specified in Clause 2. hereof.
- 4.2. The Developer agrees to properly take care of the Nivy Watch working environment (e.g. hardware, operating system and network) in accordance with the Documentation. The Developer is fully responsible for the adoption of all measures in the field of safety and protection at work taking into account the nature and technical parameters of the Nivy Watch.
- 4.3. The Developer shall only be entitled to make such enhancements of the Nivy Watch that are permitted under the provisions of the GTCs, Documentation, as well as under the legal regulations in force in the Slovak Republic, European law and local regulation applicable to the Developer.
- 4.4. In the case of use of the Nivy Watch exceeding the scope under these GTCs, NIVYWatch s.r.o. shall be entitled to require the Developer to stop using the Nivy Watch and/or its return and to pay the contractual penalty corresponding to any and all penalties imposed to NIVYWatch s.r.o. by the public authorities. For the payment of such contractual penalties NIVYWatch s.r.o. will issue for the Developer an invoice, which the Developer shall pay within no more than thirty (30) days from the invoice date. Application of the contractual penalty shall not affect any claim for damages.
- 4.5. NIVYWatch s.r.o. declares that the Nivy Watch provided to the Developer under these GTCs has functional properties specified in the Documentation or at <https://nivy.watch/>; NIVYWatch s.r.o. will not provide any other functional properties of the Nivy Watch. The absence of such functional property, which is not explicitly mentioned in Documentation or at the corresponding web is not considered as a defect.
- 4.6. The Developer is entitled to use the Nivy Watch in a productive way, including but not limited to the use of the Nivy Watch to perform its own business processes or business processes of third parties.
- 4.7. **Nivy Watch Features and Capabilities.**
 The Nivy Watch may include pre-release features, capabilities or errata which may not be available or accessible in NIVYWatch s.r.o.'s commercial versions of the hardware or software contained in the Nivy Watch. Pre-release features and capabilities in the Nivy Watch may include features or capabilities that are not required in order to meet the NIVYWatch s.r.o. data sheet

specifications for the commercial versions of the hardware or software contained in the Nivy Watch. Inclusion of such features or capabilities, or development or support of a commercial version of any of the pre-release feature or capability, is at NIVYWatch s.r.o.'s sole discretion.

4.8. Regulatory Compliance and Instructions.

Developer understands that the Nivy Watch or portions thereof may not have received all regulatory approvals required by governmental authorities and standards organizations for finished products as the Nivy Watch may be provided solely for development and evaluation purposes.

Developer is responsible for ascertaining and complying with all applicable governmental regulations for the use of the Nivy Watch in the appropriate jurisdiction. Developer is responsible for the compliance with local law when using the Nivy Watch (e.g. in case of the use of the Nivy Watch in the USA the Developer is obliged to adhere federal as well as local laws, bylaws and regulations).

To the extent NIVYWatch s.r.o. provides notice to the Developer of additional instructions regarding labeling or use of the Nivy Watch, Developer will strictly comply with all such instructions.

5. OWNERSHIP AND LICENSE

5.1. Ownership to IP Rights.

NIVYWatch s.r.o. or its suppliers retain all right, title and interest in all NIVYWatch s.r.o. IP rights of the Nivy Watch. NIVYWatch s.r.o. retains all ownership rights and holds exclusive rights to NIVYWear.

5.2. Ownership to hardware.

NIVYWatch s.r.o. eventually maintain the ownership to the hardware and material object of Nivy Watch and transfer of such ownership is not a subject of these GTCs.

5.3. Software Subscription Services to NIVYWear.

5.3.1. License granted by NIVYWatch s.r.o.

NIVYWatch s.r.o. grants Developer a non-exclusive, non-transferable, territorially unrestricted license for the use of the NIVYWear included in the Nivy Watch to the extent and for the purpose specified in Clause 2. hereof.

NIVYWatch s.r.o. grants above stated license without the right to sublicense and with the right to reproduce software solely for the purposes of evaluating NIVYWatch s.r.o.'s Nivy Watch and development of

products incorporating one or more NIVYWatch s.r.o. products.

Developer is entitled to use NIVYWear included in the Nivy Watch only for the limited period of time corresponding to the Subscription Term.

5.3.2. Third party's license

The Nivy Watch uses also third party's software, which license conditions <https://source.android.com/legal> are binding for the Developer.

6.1 Developer is obliged to use and ensure that it will use NIVY DataFactory only to the extent allowed by NIVYWatch s.r.o. Application features and functionalities and in accordance with the following rules of usage ("Acceptable Use Policy"). NIVYWatch s.r.o.'s Acceptable Use Policy inter alia aims to protect the interests of all of NIVYWatch s.r.o.'s business partners and customers, as well as NIVYWatch s.r.o.'s goodwill and reputation.

5.4. Conditions for the use of the NIVYWear

5.4.1. When using NIVYWear, the Developer undertakes to act in accordance with the user manuals delivered with the Nivy Watch or available at <https://nivy.watch/>.

5.4.2. The Developer undertakes not to use NIVYWear in any other way that could violate the NIVYWatch s.r.o.'s rights, in particular in any way alter or decompile its software components, or take similar steps to obtain the source code of software components or remove or change the NIVYWatch s.r.o.'s trademarks or designations.

5.4.3. The Developer is solely responsible for the content that it places, saves or submits through NIVYWear. The Developer also undertakes when using NIVYWear to secure and control

- truthfulness of the data, including personal data entered by Developer,
- prohibition of sending spam and unsolicited posts, including commercial offers and direct marketing in violation of applicable laws,
- collecting information about others, including e-mail addresses, in compliance with data protection laws,
- prohibition of the use of material that is vulgar, obscene, unlawful or violating third party's intellectual property right(s),
- publication, posting, uploading, or otherwise distributing any software, music, videos, or other material protected by intellectual property laws (or by rights of privacy) with all necessary rights and consents



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- prohibition, without reason, or by assertions not based on truth, to challenge specific individuals or entities,
 - not to include claims that advocate or incite violence, fanaticism, racism, sexism, hatred of specific people or groups of people, especially ethnic or religious groups,
 - prohibition to use the NIVYWear in a way that impacts the normal operation, privacy, integrity or security of another's property, in particular to gain unauthorized access to, use, monitor, make an unauthorized reference to, another's property, unless Developer has the appropriate express prior consent. Another's property includes another's account(s), domain name(s), URL(s), website(s), network(s), system(s), facilities, equipment, data, other information, or business operations. Examples of prohibited actions include, in particular hacking, spoofing, denial of service, mailbombing and/or sending any email that contains or transmits any virus or propagating worm(s), or any malware, whether spyware, adware or other such file or program.
- 5.4.4. The Developer is obliged not to use the NIVYWear in a way that causes or may cause any NIVYWatch s.r.o. IP addresses, NIVYWatch s.r.o. domains, or NIVYWatch s.r.o. customer domains to be blacklisted.
- 5.4.5. NIVYWatch s.r.o. does not allow the misuse of other person's personal data or the use of fictional data.
- 5.4.6. The Developer is obliged to securely keep its account username and password (if any) confidential.
- 5.4.7. The Developer is obliged to monitor compliance of its users and promptly report known or suspected violations of the Acceptable Use Policy to NIVYWatch s.r.o..
- 5.5. Developer is not permitted to rent, sell or distribute the NIVYWear. Developer may make one back-up copy of software.
- 5.6. Developer shall not perform, nor allow, authorize or assist others in modification, reverse engineering, decompilation, disassembly, photographic or video reproduction, or the like upon the Nivy Watch to attempt to learn information about the internal architecture, design, operation, manufacture, features, or functionality, beyond that information provided to Developer.
- 5.7. **Development and ownership to Applications.**
- 5.7.1. Provided that the provisions in this Subclause 5.7.1. are fulfilled and Developer gives the covenant required in Subclause
- 5.7.2. NIVYWatch s.r.o. grants to Developer the right to make and use the Applications to the Nivy Watch.
- Applications must not enable the bypassing or circumventing of any of the restrictions set forth in the GTCs.
 - Applications must not impair, degrade, or reduce the performance or security of Nivy Watch.
 - Application must not render or provide any information concerning NIVYWatch s.r.o. license terms, software included in Nivy Watch, or any other information related to NIVYWatch s.r.o. products.
 - Applications must be used only together with the Nivy Watch or NIVY WATCH SYSTEM and only in accordance with the license to use Nivy Watch or NIVY WATCH SYSTEM software.
 - Developer is not entitled to make any modifications to the Nivy Watch software and also hardware without prior written consent of NIVYWatch s.r.o.).
- 5.7.2. The right in the foregoing Subclause 5.7.1. to make and use Applications is conditional on Developer's having given a covenant not to assert against NIVYWatch s.r.o. any IP right towards Nivy Watch, NIVY WATCH SYSTEM or its components (including NIVYWatch s.r.o. software). Notably, NIVYWatch s.r.o. is entitled at any time to develop, use, or market applications with functions that are in any part identical with Applications developed by Developer.
- 5.7.3. Developer shall not become co-author of the Nivy Watch or NIVY WATCH SYSTEM or its components by making Applications or extensions to the NIVYWatch s.r.o. software.
- 6. FEEDBACK**
- 6.1. To assist NIVYWatch s.r.o. in identifying problems with and making improvements to the Nivy Watch, Developer will provide to NIVYWatch s.r.o. suggestions, comments, or other feedback, including problems relating to any bugs, errors or other problems discovered during the course of Developer's evaluation or use of the Nivy Watch. Developer will use reasonable efforts to help NIVYWatch s.r.o. analyze problems or issues with the Nivy Watch encountered by Developer. Developer grants to NIVYWatch s.r.o. a non-exclusive, irrevocable, worldwide, royalty-free license to display, perform, copy, distribute, make, have made, make derivative works, use, sell, offer to sell, and import any result of feedback, without reference to the Developer as the source.
- 7. NIVY DATAFACTORY**
- 7.1. If the Nivy Watch is provided together with the NIVY DataFactory, the Cloud Terms of Service shall apply and govern its using.
- 7.2. The Fee for NIVY DataFactory is included in the Remuneration.
- 8. REMUNERATION**
- 8.1. NIVYWatch s.r.o. is entitled to the Remuneration as of the conclusion of the Agreement.
- 8.2. Amount of the Remuneration as well as payment conditions and invoicing are stated in the Offer confirmed in the Agreement.
- 9. EXCLUSION OF LIABILITY AND WARRANTY**
- 9.1. The Nivy Watch is provided "as is" and possibly with faults. NIVYWatch s.r.o. is under no obligation to provide updates, upgrades, support, or maintenance of any kind.
- 9.2. NIVYWatch s.r.o. disclaims any and all warranties and guarantees, express, implied or otherwise, arising with respect to the Nivy Watch delivered hereunder, including but not limited to the warranty of merchantability, the warranty of fitness for a particular purpose, and any warranty of non-infringement of the NIVYWatch s.r.o. intellectual property rights of any third party.
- 9.3. NIVYWatch s.r.o. neither assumes nor authorizes any person to assume for it any other liability. Developer will use the Nivy Watch at its own risk. NIVYWatch s.r.o. will not be liable to Developer for any direct or indirect damages incurred in using the Nivy Watch. In no event will NIVYWatch s.r.o. be liable for loss of profits, loss of use, loss of data, business interruption, nor for punitive, incidental, consequential, or special damages of any kind, even if advised of the possibility of such damages.
- 9.4. The Developer understands and explicitly agrees to use NIVYWear at its own risk and that NIVYWear is provided "as is" and "as available".
- 9.5. NIVYWatch s.r.o. declares that NIVYWear is provided at normal quality so that it substantially complies with the specification in the Documentation, complies with legal requirements and is free from legal defects.
- 9.6. In the case of functional defects of NIVYWear that do not allow the use of it according to its specification and features and functionalities specified in the Documentation, the Developer shall notify



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- NIVYWatch s.r.o.. NIVYWatch s.r.o. undertakes to remove the defects, if applicable, at the next update.
- 9.7. NIVYWatch s.r.o. makes no warranties that NIVYWear is error-free or that it will meet the Developer's requirements or that its use will be problem-free or that it will work in conjunction with any other software, and NIVYWatch s.r.o. will not be liable for such defects. No advice or information, whether verbal or written, obtained by the Developer from NIVYWatch s.r.o. or through NIVYWear makes any warranty unless expressly stated in these Terms.
- 9.8. NIVYWatch s.r.o. will not be liable for the malfunction or unusability of NIVYWear as a result of misuse or a combination of hardware, software and / or malicious computer programs.
- 9.9. NIVYWatch s.r.o. will not be liable for any damages, including damages caused to the Developer by incorrect data entry.
- 9.10. NIVYWatch s.r.o. warns that the correct functionality of NIVYWear depends on a number of factors, notably the performance and compatibility of the hardware on which NIVYWear is installed, the correct functioning and integration of third party applications included, as well as environment where NIVYWear is installed and running. Because the Nivy Watch is still in the process of testing and evaluating of its functionalities, NIVYWatch s.r.o. is not responsible for the suitability hardware and NIVYWear environment and therefore cannot guarantee the functionality of NIVYWear at all times. NIVYWatch s.r.o. expressly warns that, regardless of the fact that it takes the utmost care in creating and updating NIVYWear, it may have features and functionalities that in some situations or in combination with some other factors may result in malfunction or error of NIVYWear. Therefore, the Developer is obliged to:
- properly and sufficiently back up all its data (if applicable);
 - take such measures that any malfunction or failure of NIVYWear does not result in damage exceeding the foreseeable damage specified below.
- 9.11. At any rate the total amount of damages caused by a possible breach of the obligations of NIVYWatch s.r.o., possible defects of Nivy Watch or NIVYWear, which the Parties anticipated at the conclusion of the GTCs as a result of such breach of the obligations or defects, shall be limited to the maximum amount corresponding to the Remuneration specified in the Subclause 8.2. hereof.
- ### 10. DURATION AND TERMINATION
- 10.1. The usage rights to the Nivy Watch are provided for definite period of time stated in the Agreement and corresponding to the Subscription Term. The period starts as of the delivery of the Nivy Watch.
- 10.2. NIVYWatch s.r.o. shall be entitled to early terminate the right of Developer to use the Nivy Watch and to early terminate the Subscription Term in writing, in the event of material breach of obligations by the Developer. Early termination in a written form shall take effect by its delivery to the Developer.
- 10.3. Material breach of obligations by the Developer for the purposes of Subclause 10.2. shall mean in particular, but not limited to, the use of the Nivy Watch in conflict with the purpose and scope of use as stated in Subclause 2.2. and in conflict with the provisions of Clauses 4., 5., 8. or 11. hereof. The right of NIVYWatch s.r.o. for the early termination as stated in Commercial Code is not affected hereby.
- 10.4. After early termination of Subscription Term and rights to use the Nivy Watch as stated in this Clause, the Developer shall be obliged to immediately stop any use, including development of the Nivy Watch and the Developer shall be obliged to return the Nivy Watch including Documentation to NIVYWatch s.r.o.. Consequently, the Developer is obliged to remove the software components possibly stored in the memory of the Developer's computers. Upon the request of NIVYWatch s.r.o., the Developer shall notify NIVYWatch s.r.o. of implementation of these activities in writing without undue delay.
- 10.5. The early termination of these GTCs is also the reason for the early termination of the Software Subscription Services or its suspension for the cause.
- 10.6. Developer shall be obliged to pay to NIVYWatch s.r.o. the liquidated damages corresponding to EUR 1000,- in case it will not return the Nivy Watch within the 14 days after the right for its use was terminated as stated in this Clause and after NIVYWatch s.r.o. applied its request for the return of the Nivy Watch. The Remuneration will not be returned in case of early termination for the material breach of obligations by the Developer.
- ### 11. CONFIDENTIALITY
- 11.1. Developer shall at all times maintain appropriate physical security of the Nivy Watch. By opening package and using the Nivy Watch, Developer acknowledges that the Nivy Watch and Developer's use or evaluation of the Nivy Watch, including any problems encountered by Developer, are hereby also deemed as Confidential Information.
- 11.2. Developer agrees that knowledge of or information about pre-release features, capabilities or errata of the Nivy Watch gained through Developer's use of the Nivy Watch (including knowledge or information gained through the use of any test and measurement equipment) and Feedback is also Confidential Information. Information regarding Developer's design and development of Developer's programs or products is also deemed as Confidential Information.
- 11.3. Both parties undertake forever to treat as confidential all of the other party's Confidential Information acquired before and in connection with contract performance and to use such Confidential Information only in connection with contract performance. Confidential Information shall not be reproduced in any form except as required to accomplish the intent of these GTCs. With respect to the Confidential Information of the other, each party: (a) shall take all reasonable steps (defined below) to keep all Confidential Information strictly confidential; and (b) shall not disclose any Confidential Information of the other to any person other than its individuals whose access is necessary to enable it to perform the contract. As used herein "reasonable steps" means those steps the receiving party takes to protect its own similar proprietary and confidential information, which shall not be less than a reasonable standard of care. On Developer's side, this includes the careful safeguarding of the Confidential Information and the prevention of infringement.
- 11.4. Subclause 11.3. above shall not apply to any Confidential Information that: (a) is independently developed by the receiving party without reference to the disclosing party's Confidential Information, or is lawfully received free of restriction from a third party having the right to furnish such Confidential Information; (b) has become generally available to the public without a contractual breach by the receiving party; (c) at the time of disclosure, was known to the receiving party free of restriction; or (d) the disclosing party agrees in writing is free of such restrictions.
- 11.5. The Developer and the NIVYWatch s.r.o. may have entered or may enter into separate Non-Disclosure Agreement (NDA). In such a case the separate NDA applies or will apply to the extent not governed in this Clause 11. and shall prevail in the event of any dispute.



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12. MISCELLANEOUS

12.1. Export.

Developer shall not, either directly or indirectly, export the Nivy Watch, on a standalone basis or otherwise, without first obtaining any required license or other approval from the appropriate Governments or any other agency with appropriate authority.

12.2. Applicable Law.

Claims arising under these GTCs shall be governed by the laws of the Slovak Republic. The UN sales laws convention as well as the rules of conflict of laws are excluded.

12.3. Assignment.

Neither this Agreement nor any rights or obligations hereunder may be assigned or delegated (whether by operation of law, in conjunction with a change of control or ownership, or otherwise) by Developer without NIVYWatch s.r.o.'s prior written consent. No one sided set off by Developer is allowed under these GTCs.

12.4. Audits.

Developer agrees to cooperate with NIVYWatch s.r.o. during commercially reasonable audits to verify Developer's compliance with its obligations under these GTCs.

12.5. Notices.

NIVYWatch s.r.o. will provide notice to the contact and address listed in the Developer's order for the Nivy Watch. All required or permitted notices to NIVYWatch s.r.o. under these GTCs will be in writing, make a reference to these GTCs, and be delivered by email to the address: office@nivy.watch

12.6. No conditions that are conflicting with or amending the GTCs – notably Developer's general terms and conditions – form any part of the contract, even where NIVYWatch s.r.o. has performed a contract without expressly rejecting such provisions.