WEBSITE TERMS OF USE

1. INTRODUCTORY PROVISIONS AND DEFINITIONS

For the purposes of these Terms of Use, the following terms shall have the following meanings:

- **"Company"** means Immocap a.s., with its registered office at Mlynské nivy 55, 821 09 Bratislava, Company ID No.: 35 944 536, registered in the Commercial Register of the Municipal Court Bratislava III, Section Sa, File No. 3633/B;
- **"Copyright Act"** means Act No. 185/2015 Coll. on Copyright, as amended;
- **"e-Privacy Directive"** means Directive 2002/58/EC of the European Parliament and of the Council of 12 July 2002 concerning the processing of personal data and the protection of privacy in the electronic communications sector;
- **"Website"** means the website www.eclair-living.sk, including all its parts, sections and subpages;
- **"Privacy Terms"** means the current version of the Company's Privacy Policy and Cookies Policy available on the Website;
- **"GDPR"** means Regulation (EU) 2016/679 of the European Parliament and of the Council;
- **"User"** means a natural person accessing the Website and interacting with its content;
- **"Information Society Service"** means a service within the meaning of Section 2(a) of Act No. 22/2004 Coll. on Electronic Commerce provided by the Company through the Website.

2. INFORMATION ABOUT THE SERVICE PROVIDER

2.1 The provider of Information Society Services on the Website is the Company.

2.2 The provision of such services is not part of any regulated profession.

2.3 Access to the Website is free of charge and all services are provided without financial consideration.

2.4 The User may contact the Company using the contact details provided in the Privacy Terms.

3. SUBJECT MATTER AND BASIC PROVISIONS

3.1 These Terms of Use govern the rights and obligations between the Company and Users.

The Information Society Services include in particular:

- displaying content and information;

- personalising content;
- searching for information;
- displaying personalised advertising;
- services related to social networks;
- other services as determined by the Company.

The User acknowledges that the Company shall determine the specific features of such services at its sole discretion.

3.2 By accessing or using the Website, the User agrees to these Terms of Use and undertakes to comply with them.

3.3 The Website is intended for Users for personal, non-commercial use unless otherwise agreed.

Any other use requires the prior demonstrable consent of the Company.

4. RIGHTS AND OBLIGATIONS OF THE COMPANY

4.1 The Company may deny or restrict access to the Website if the User breaches these Terms or for security reasons.

4.2 The Company may at any time remove, modify or update any content on the Website.

4.3 The Company may display its own or third-party advertising and may modify its scope at its discretion.

4.4 The Website may contain links to third-party websites.
The Company shall not be liable for their content.

4.5 The Company shall not remove content upon request if it considers such content lawful and necessary for freedom of expression, unless otherwise required by a final decision of a competent authority.

4.6 The Company may limit availability or functionality of the Website at any time.

4.7 The Company shall act promptly to remove or disable access to unlawful content once aware of it.

5. RIGHTS AND OBLIGATIONS OF THE USER

5.1 The User is entitled to use the Website in accordance with these Terms.

5.2 The User shall immediately notify the Company of any unlawful content, specifying:

- the content concerned,
- the affected rights,
- the requested action.

5.3 The User is prohibited from:

- modifying or interfering with the Website;
- copying content without consent;
- disrupting data integrity;
- attempting unauthorised access;
- modifying source code;
- breaching confidentiality;
- using copyrighted content without consent.

5.4 If the User disagrees with these Terms, they must cease using the Website.

6. PRIVACY

6.1 Where cookies or personal data are processed, the Privacy Terms shall apply.

6.2 The Company fulfils its information obligations under Articles 13 and 14 GDPR through the Privacy Terms.

6.3 The Company does not use automated systems to detect unlawful content.

6.4 The Company may provide electronic communication data (including IP address) to public authorities where required by law.

7. LIABILITY

7.1 The Company shall not be liable for transmitted information, as transmission is initiated by the User.

7.2 The Company shall not be liable for caching (temporary storage).

7.3 The Company shall not be liable for interruptions or errors.

7.4 The Company shall not be liable for any direct or indirect damages arising from use or inability to use the Website.