

1. Introductory provisions

1.1. These Terms of Service (the "**Terms**") govern the use of the **Klubos** online platform (the "**Service**"), operated by **WebHeroes s.r.o.**, seat Jaseňová 3249/38, 949 01 Nitra, Slovakia, Company ID 53 202 309, registered in the Commercial Register of the District Court Nitra, Section Sro, Insert No. 52605/N, Tax ID 2121342014, VAT ID SK2121342014 (the "**Provider**"). Contact: info@klubos.sk, +421 944 979 792.

1.2. The Service is software-as-a-service for running sports clubs: member records, activities and attendance, communication, membership-fee management and support for club finances.

1.3. The Provider's full statutory identification, including the supervisory authority, is permanently available in the document "*Provider identification*" (published in the Service).

2. Definitions

- **Customer** — the person contracting with the Provider to use the Service for their organization (typically a civic association or company running a sports club; may also be a natural person).
- **Consumer** — a Customer who is a natural person acting outside their trade, business or profession (§ 2(a) of Act No. 108/2024 Coll.). Sections 7 to 9 apply to Consumers only.
- **Organization** and **Club** — the organization/club account created by the Customer.
- **User** — a natural person holding a user account (administrator, coach, member or other person with access).
- **Service tier** — the feature scope per the Price List; the Service has a free tier and paid tiers. The Service tiers are named **CREW**, **LEAGUE** and **PRO**; the feature scope of each tier is set by the Price List.
- **Price List** — a separately versioned annex to these Terms setting out prices, billing periods and the scope of the Service tiers, published in the Service (clause 6.1).

3. Formation of the contract and subject matter

3.1. The contract is formed by creating an Organization (free tier) or completing a paid-tier order. The contract is concluded at a distance through the Service's online interface.

3.2. The Provider grants the Customer a non-exclusive, non-transferable right to use the Service within the chosen tier, for the Customer's Organization.

3.3. The paid-tier ordering interface states, at the very start of the ordering process, any service restrictions and the accepted payment methods (§ 17(2) of Act No. 108/2024 Coll.). The order button is labelled "order with an obligation to pay" (§ 17(4)).

4. Club-member payments — the Provider is not a payment service provider

4.1. Membership fees and other member payments are paid **directly to the Customer (the club), bank account to bank account**. The Service generates payment QR codes (Pay by Square) carrying the Customer's own account details. **The Provider never receives, holds or transfers those funds.**

4.2. **Direct connection to the Club's bank.** Where the Customer's bank offers its clients a direct application programming interface (API) without any additional third-party certification, the Customer may activate matching of member payments against transactions on its account: the Customer generates an access token tied to the specific Club in its own bank under the bank's terms and enters it into the Service. The connection is activated solely by the Customer; on the basis of the token the Service reads the transaction data of that Club's account and makes it available **exclusively to that Club**. In providing the interface and processing the data, the bank acts as an **independent controller** under its own terms.

4.3. **QR-payment notification service of the Financial Administration of the Slovak Republic.** For QR payments under clause 4.1, the Service may use the QR-payment notification service of the Financial Administration of the Slovak Republic: a transaction identifier is registered for the payment and the Service subsequently receives a notification that the payment was made (identifier, time and amount). The Provider has no access to the payment account of the Customer or of the payer.

4.4. The Provider **never holds funds of members or clubs**, does not receive or transfer them and does not submit payment orders, and **is not a payment service provider**; its activity is a technical service excluded from the scope of Act No. 492/2009 Coll. on payment services (§ 1(3)(j)).

5. Age and User accounts

5.1. The Service may be used only by persons who are at least **18 years old**. Registration requires an adult-age attestation. The Provider may terminate an account found not to meet it.

5.2. Users must protect their credentials and promptly report any misuse.

6. Price and payment terms

6.1. The prices of the paid Service tiers, the billing periods and the free trial period are set out in the **Price List** — a separately versioned annex to these Terms published in the Service. The Price List in force at the time of the order governs that order. Paid tiers are billed **monthly or annually** at the Customer's choice; a new Organization has a **two-month free trial period**.

6.2. All Customers are shown **a single price including VAT**; for contracts of indefinite duration or subscriptions the total cost per billing period is shown (§ 2(g) of Act No. 108/2024 Coll.). The breakdown of the tax base and VAT appears on the invoice.

6.3. The accepted subscription payment methods are: a) **payment card** via the **Stripe** payment gateway (Stripe Payments Europe, Ltd., Ireland); for subscriptions, payment for the next billing period **renews automatically from the stored card**; the Customer may **cancel automatic renewal at any time in the Service settings**,

effective at the end of the period already paid for; card data is processed **exclusively by Stripe** — the Provider has no access to it; b) **bank transfer** to the Provider's account **IBAN SK51 8330 0000 0025 0190 4170** against an issued invoice; c) **QR code (Pay by Square)** carrying the transfer details under point b).

6.4. The accepted payment methods are shown to the Customer **at the latest at the start of the ordering process** (§ 17(2) of Act No. 108/2024 Coll.; clause 3.3). **No surcharge is applied** for any payment method.

6.5. The Provider is a VAT payer and issues invoices with the content required by § 74 of Act No. 222/2004 Coll., delivered electronically into the Service or to the Customer's e-mail.

6.6. Any announced price reduction states the lowest price applied during the 30 days preceding the reduction (effective 1 Jan 2026 under Act No. 310/2025 Coll.).

7. Consumer's right of withdrawal

Applies only to a Customer who is a Consumer.

7.1. A Consumer may withdraw from a distance contract without giving a reason within **14 days of the day the contract was concluded** (service contract — § 20(1)(a)(2) of Act No. 108/2024 Coll.).

7.2. Where performance of the paid Service is to begin within the withdrawal period, the Provider first requests (§ 17(10)): a) the Consumer's **express consent** to performance beginning before the withdrawal period expires, and b) the Consumer's **declaration of having been informed** that by giving that consent they **lose the right of withdrawal once the Service has been fully performed**. Both affirmations are recorded separately, with document version and timestamp.

7.3. A Consumer who withdraws after giving the consent under 7.2(a) pays the Provider a **pro-rata price for the performance actually provided** up to delivery of the withdrawal notice (§ 21(5)). The right of withdrawal is lost only upon **full performance** of the Service (§ 19(1)(a)).

7.4. Withdrawal may be made by any unequivocal statement, by the model form (annex to these Terms; per Annex 2 of Act No. 108/2024 Coll.), or via the **"withdraw from the contract here" function** in the Service's online interface (§ 20a of Act No. 108/2024 Coll., inserted by Act No. 311/2025 Coll.). The withdrawal function is available in the application under **Organization settings → Subscription** (§ 15(1)(f) of Act No. 108/2024 Coll.). The Provider promptly confirms receipt of the withdrawal notice on a durable medium.

7.5. The Provider refunds all payments received (less the pro-rata price under 7.3) within 14 days of receiving the withdrawal notice, using the same means of payment (§ 22).

7.6. The detailed withdrawal instructions and the model form are in the document *"Withdrawal and alternative dispute resolution"* (published in the Service).

8. Conformity of the Service and liability for defects of digital performance

Applies to a Customer who is a Consumer (§§ 852a–852n of the Civil Code). The Provider follows this Section equally where a defect is notified by a User who is a consumer with a free account.

8.1. Conformity with the contract. The Service must conform to the agreed requirements (§ 852e of the Civil Code, "CC") and to the objective requirements (§ 852f CC) — in particular it must be fit for the purposes for which a service of the same kind is normally used, and have the qualities and performance, including functionality, compatibility, accessibility, continuity and security, that the Consumer may reasonably expect. A deviation from the objective requirements is possible only where the Provider specifically informed the Consumer of the deviation at the conclusion of the contract and the Consumer expressly and separately accepted it (§ 852d(2) CC).

8.2. Updates. The Provider ensures updates of the Service, including security updates, throughout the entire period of supply (§ 852f(4) and (6) CC). It discharges this duty by **continuous deployment of updates** — the Service is always provided in its current version to all Users, with no installation required on the Consumer's side.

8.3. Defect. The Service is defective if it does not conform to the requirements under § 852d CC or if its use is prevented or restricted by third-party rights, including intellectual property rights (§ 852g CC).

8.4. Liability and notification of a defect. As the Service is supplied continuously, the Provider is liable for every defect that occurs or becomes apparent **throughout the entire duration of the contract** (§ 852h(2) CC). A defect may be notified at info@klubos.sk or through the Service. The Provider promptly gives the Consumer a **written confirmation of the defect notification** stating the period within which it will remedy the defect; that period must not exceed **30 days** from the day of notification, unless a longer period is justified by an objective reason beyond the Provider's control (§ 852h(6) CC). If the Provider refuses liability for the defect, it **states the reasons for the refusal in writing** to the Consumer (§ 852h(7) CC).

8.5. Burden of proof. The burden of proving that the Service was supplied and that it is free of defects throughout the entire period of supply lies with the **Provider** (§ 852b(1), § 852i(1) and (3) CC). The Consumer provides the Provider with reasonable cooperation needed to establish whether the cause of the defect lies in the Consumer's digital environment (§ 852i(5) CC).

8.6. Remedies for defects. The Consumer has the right to have the defect **remedied free of charge** within a reasonable period, at most 30 days from notification of the defect (§ 852j and § 852k CC). The Consumer has the right to a **proportionate price reduction** (only where the Service is supplied for a price) or the right to **withdraw from the contract** in the cases under § 852l(1) CC — in particular where remedying the defect is impossible, the Provider failed to remedy it within the period, the Service has the same defect despite the attempt to remedy it, the defect is of such a serious nature as to justify an immediate reduction or withdrawal, or it is clear that the defect will not be remedied within a reasonable period. The price reduction is proportionate to the time during which the Service did not conform to the requirements under § 852d CC (§ 852l(2) CC). Under a paid contract, the Consumer may not withdraw for a defect that is insignificant; the burden of proving insignificance lies with the Provider (§ 852l(4) CC).

8.7. Settlement after withdrawal. After withdrawal for a defect, the Provider refunds the payments received **within 14 days** of the withdrawal notice, using the same means of payment the Consumer used (§ 852m(1) CC). Where the Service is supplied continuously, the refund comprises the **proportionate part of the price paid for the time during which the Service did not conform to the requirements under § 852d CC, and the part of the price paid in advance for the period after withdrawal** (§ 852m(2) CC).

8.8. Content after withdrawal. After withdrawal, the Provider refrains from using content other than personal data which the Consumer provided or created when using the Service; this does not apply to content which a) has no utility outside the context of the Service, b) relates exclusively to the Consumer's activity when using the Service, c) has been aggregated by the Provider with other content from which it cannot be disaggregated, or only with disproportionate effort, or d) was generated by the Consumer jointly with other consumers who are entitled to continue using it (§ 852m(5) CC). Jointly created club records therefore remain available to the Club even after an individual Consumer's withdrawal.

8.9. Making content available after withdrawal. At the Consumer's request after withdrawal, the Provider makes available, **free of charge, within a reasonable time and in a commonly used, machine-readable format**, all content other than personal data which the Consumer provided or created when using the Service, except content under clause 8.8 points a) to c) (§ 852m(6) CC). This obligation survives even where the Provider prevents further use of the Service after withdrawal or closes the user account (§ 852m(8) CC). Clauses 8.8 and 8.9 do not apply to **personal data** (§ 852m(7) CC) — personal data is governed exclusively by data-protection law (Section 11 of these Terms and the "*Privacy Policy*").

9. Complaints and alternative dispute resolution (ADR)

Applies only to a Customer who is a Consumer.

9.1. A Consumer may submit a **request for remedy** to the Provider if dissatisfied with the handling of a complaint or believing the Provider infringed their rights. The request may be sent to info@klubos.sk.

9.2. If the Provider rejects the request or does not answer within 30 days, the Consumer may submit a petition for **alternative dispute resolution**. The competent ADR body is the **Slovak Trade Inspection (SOI)** (www.soi.sk); the list of ADR bodies is maintained by the Ministry of Economy of the Slovak Republic: <https://www.mhsr.sk/obchod/ochrana-spotrebitela/alternativne-riesenie-spotrebitelskych-sporov-1/zoznam-subjektov-alternativneho-riesenia-spotrebitelskych-sporov-1> (*Published both in these Terms and on the website per § 5(1)(l) and § 5(3) of Act No. 108/2024 Coll.*)

9.3. If the Provider rejects a Consumer's request for remedy, it provides the Consumer, **together with the rejection, on a durable medium** (normally by e-mail), with information on the possibility of submitting a petition for alternative dispute resolution to an ADR body (§ 11(2) of Act No. 391/2015 Coll.), naming the Slovak Trade Inspection as the competent body and referencing the list of ADR bodies under clause 9.2.

10. User content, acceptable use and moderation (DSA)

10.1. The Service is a hosting service under Regulation (EU) 2022/2065 (Digital Services Act): Users store information in it on their own initiative (announcements, documents, member records).

10.2. **Content restrictions.** It is prohibited to store or distribute unlawful content — in particular content infringing third-party rights (including personality and IP rights), defamatory, threatening or hateful content, content endangering minors, malware, and content used for fraud. Using the Service in a way that endangers its security or operation (e.g. unauthorized vulnerability probing, tenant-isolation circumvention) is likewise prohibited.

10.3. **Reporting illegal content.** Anyone — with or without an account — may report content they consider illegal, per the document "*Reporting illegal content and point of contact*" (published in the Service). The Provider processes notices in a timely, diligent, non-arbitrary and objective manner (Art. 16 DSA).

10.4. **Statement of reasons.** If the Provider removes content, restricts its visibility, suspends or terminates an account or otherwise restricts the Service on grounds of illegal content or incompatibility with these Terms, it delivers to the affected User a **clear and specific statement of reasons** naming the ground and available redress (Art. 17 DSA).

10.5. **Moderation.** The Provider has no general monitoring obligation. Moderation decisions are taken by a human operator; the Service uses no algorithmic automated content moderation.

10.6. Point of contact for authorities and Users: **info@klubos.sk** (Arts. 11 and 12 DSA).

11. Data protection

11.1. For club-member personal data entered by the Customer, the Customer (club) is the **controller** and the Provider the **processor** under Art. 28 GDPR, governed by the "*Data Processing Agreement*" (published in the Service) accepted at Organization creation.

11.2. For user-account, registration, billing and support data, the **Provider is the controller**; Art. 13 GDPR information is in the "*Privacy Policy*" (published in the Service).

11.3. The Customer warrants a legal basis for the personal data it enters into the Service.

12. Termination, data portability and exit (Regulation (EU) 2023/2854 — Data Act)

12.1. The Customer may terminate at any time. The notice period is **one month** and runs from the day the notice is delivered to the Provider; in no case does it exceed two months (Art. 25(2)(d) Data Act).

12.2. On the Customer's request, the Provider enables switching to another provider or to the Customer's own infrastructure during a **transition period of at most 30 calendar days** after the notice period, providing reasonable assistance, service continuity and a high level of data security (Art. 25(2)(a)).

12.3. The Organization admin may **export all exportable data and digital assets of the Organization in a structured, commonly used, machine-readable format** (Art. 25(2)(e), Art. 30(5)), including during a **data-retrieval period of at least 30 calendar days** after the transition period ends (Art. 25(2)(g)).

12.4. After the retrieval period, the Provider **deletes** the Organization's exportable data and digital assets (Art. 25(2)(h)), without prejudice to the Provider's statutory retention duties and the legal-hold mechanism described in the "*Privacy Policy*" (published in the Service).

12.5. **Switching charges.** The Provider **charges no fees** for the switching process or for the assistance under clauses 12.2 and 12.3, from the effective date of these Terms — that is, already before 12 January 2027, from which date the Regulation prohibits any switching charges (Art. 29 Data Act).

12.6. **Infrastructure information.** The ICT infrastructure on which the Service is provided is located in, and subject to the jurisdiction of, the **Federal Republic of Germany**: data centers **Falkenstein** (application and live data) and **Nuremberg** (backups), infrastructure operator **Hetzner Online GmbH**. Measures against unlawful international access to data are described on the Service's website (Art. 28 Data Act).

12.7. The Provider may terminate the contract without stating a reason on **two months'** notice to the end of the running billing period; any price paid for the period after termination is refunded pro rata. On a material breach of these Terms (esp. 10.2), or where the Customer's payment default persists after the fruitless expiry of a **14-day** cure period, the Provider may restrict the Service or terminate, with a statement of reasons per 10.4 (confirmed by the client 2026-08-05).

13. Availability and liability

13.1. The Provider operates the Service with professional care; it does not guarantee uninterrupted availability and **declares no numeric service-level agreement (SLA)**. Planned maintenance is announced in advance.

13.2. The Provider is not liable for User-provided content within Art. 6 of Regulation (EU) 2022/2065, nor for the accuracy of Customer-entered data.

13.3. Towards a Customer who is not a Consumer, total damages under or in connection with the contract are capped at **the aggregate of Service fees paid by the Customer over the 12 months** immediately preceding the event giving rise to the damage. The cap does not apply to damage caused **intentionally or by gross negligence**, nor to **harm to health or life**. The liability cap is **without prejudice to the Consumer's rights under §§ 852a–852n of the Civil Code or any other rights the Consumer cannot waive by law**.

14. Changes to these Terms and the Price List

14.1. The Provider may amend these Terms and the Price List. It notifies Customers of a change **on a durable medium at least 30 days before its effective date**; Users are also informed of any significant change to the Terms (Art. 14(2) DSA).

14.2. For a running subscription, a change to the Terms or the Price List takes effect **at the earliest from the start of the Customer's next billing period**. A Customer who disagrees with the change may **terminate the contract as of the change's effective date**.

14.3. New orders are governed by the Price List in force at the time of the order. Where a Price List change is a price reduction, the duty to state the lowest price of the preceding 30 days under clause 6.6 applies (Act No. 310/2025 Coll.).

14.4. Each version of the Terms and of the Price List is identified by version and effective date; previous versions are archived and acceptance is recorded against the document version.

15. Final provisions

15.1. The contract and these Terms are governed by Slovak law. The choice of law does not deprive a Consumer of protections of the state of their habitual residence that cannot be derogated from by agreement.

15.2. **The Slovak version of these Terms is binding**; other language versions are translations.

15.3. These Terms take effect on **1 August 2026** (client decision 2026-08-05; effectiveDate in legal-versions.json).