

GENERAL TERMS OF USE OF THE WEBSITE

May 2021

Welcome to <https://manager.elly.com/>, a website operated by Eligma Ltd., a company registered in Slovenia under company registration number 8106452000 (“**Eligma**”). If you wish to pay us a visit, we are located at the address Letaliska cesta 33F, 1000 Ljubljana, Slovenia, EU.

These are the General Terms of Use of this website (“**General Terms**”). Their aim is to present the basic rights and obligations between you as a visitor and us as operators of this website. The General Terms are drawn up in accordance with the Slovenian and EU legislation and are binding for any visitor of this website. Getting acquainted with the General Terms is important for you not to use this website for any unlawful, illegal, unethical or inconsistent purpose (whether intentionally or unintentionally).

If you do not fully understand any provision of these General Terms, we advise you to consult us before starting to use this website. We will be very happy to answer all your questions and clarify any possible ambiguities. We are available at the e-mail address support@elly.com. We recommend that you occasionally review the General Terms and the [Personal Data Protection Notification](#) because the two documents together form the agreement between you and us regarding the use of this website.

1. Acceptance of the General Terms of Use

From the moment you start using this website independently, it is considered that you accept the content of these General Terms. These General Terms apply exclusively to the use of this website and do not regulate any other legal relations between you and us.

2. Elly POS, GoCrypto and other services

All information governing the use of the Elly POS Service, GoCrypto or other services is covered by business agreements between the user and the provider of such services. The provider of these services can be Eligma, its contractual partners or third parties. Contact the service provider for such information.

3. Copyright

This website is the intellectual property of Eligma or its contractual partners and as such subject to copyright or other forms of intellectual property protection. In addition to the text and data on the website, the entire visual identity with all the visual elements is also considered legally protected property. Eligma or its contractual partners are the copyright holder in connection with this website; as a user, you are granted a personal, temporary, non-exclusive and non-transferable right to commercial use of the website in accordance with these General Terms. Commercial use allows the use of the documents on the website including copying, transcribing, reproduction, modification or any kind of dissemination of the information, but only for internal use within your business, in which the documents must preserve all the notices regarding copyrights or other rights that are stated therein. Any attempt to tamper with, damage or cause permanent or temporary unusability of the data on this website is punishable.

The trademarks and service marks published on this website are our registered trademarks or we possess exclusive rights to their use.

4. Limitation of liability

Our fundamental principle is to try to the best of our ability and with due diligence to make the information on this website as accurate and current as possible; nevertheless, please note that all the texts are for informational purposes only.

The website with all its applications is accessible continuously (24 hours a day, 365 days a year) except in case of events beyond our control or for technical reasons (e.g. website maintenance), when short periods of disrupted access or functioning of the website can occur. Notifications on planned longer interruptions will be published on the website ahead of time.

Please note that you use this website at your own risk. Neither we nor any other legal or physical entity who has participated in the creation of this website is responsible for the damages and / or loss of profit that could be incurred:

- due to using inaccurate or incomplete information;
- as a consequence of an event beyond our control or an event that can not be avoided, stopped or averted;
- due to occasional non-functioning of the website;
- due to the data acquired through online links that are published on our website but are not our property.

We recommend you to ensure suitable software protection measures for uninterrupted and safe data access (e.g. protection against hacking, viruses and other malware).

5. Changes to General Terms

Due to constant development and improvements, certain changes of and / or amendments to these General Terms are occasionally required. In such cases, we reserve the right to change their provisions without prior notification. You will be suitably notified of any substantial changes in due course, e.g. by e-mail or through a website notification. If you find the provisions of the changed General Terms unsuitable for you, we advise you to no longer use the website from that point onwards.

6. Violation of General Terms

It is in our interest for this website to provide you with as pleasant user experience as possible as well as with ample useful information, which can be achieved by using the website in accordance with these General Terms. However, in the event of a violation of these General Terms and / or unauthorised use of this website, we reserve the right to take action in a manner considered appropriate, e.g. by reporting the suspected illegal actions to the competent law enforcement authorities, control authorities or other authorised entities. If so necessary or required by the applicable legislation, the aforementioned authorities will be revealed all the necessary information, e.g. names, e-mail addresses, IP addresses, search history, etc., in accordance with the [Personal Data Protection Notification](#).

7. Applicable legislation

For any questions regarding the structure, implementation and interpretation of these General Terms, the law of the Republic of Slovenia shall apply. Any disputes arising from the violation of these General Terms are settled by Eligma in an amicable manner. If that is not possible, the competent court is the Court of Ljubljana.

8. Contact

If you have any questions or comments in connection with these General Terms, we are available at support@elly.com.

Eligma Ltd.