

## TERMS OF SERVICE

4-INDUSTRY welcomes you on our [www.4-construction.com](http://www.4-construction.com) web portal and related sites. We provide services to you subject to the following Terms of Service, which may be updated by us from time to time without notice to you. You can review the most current version of the Terms of Service at any time at: [www.4-industry.com/documents/4INDUSTRY\\_TOS\\_EN.pdf](http://www.4-industry.com/documents/4INDUSTRY_TOS_EN.pdf).

By using this site, you agree to the following Terms of Service:

### 1. You agree to not use the Service to:

a) Upload, post, e-mail, transmit or otherwise make available any Content that is unlawful, harmful, threatening, abusive, harassing, tortuous, defamatory, vulgar, obscene, libelous, invasive of another's privacy, hateful, or racially, ethnically or otherwise objectionable; harm minors in any way; harass another; and/or collect or store personal data about other users in connection with the prohibited conduct and activities;

b) guide or host, or falsely state or otherwise misrepresent your affiliation with a person or entity; forge headers or otherwise manipulate identifiers in order to disguise the origin of any Content transmitted through the Service; upload, post, email, transmit or otherwise make available any Content that you do not have a right to make available under any law or under contractual or fiduciary relationships (such as inside information, proprietary and confidential information learned or disclosed as part of employment relationships or under nondisclosure agreements); upload, post, email, transmit or otherwise make available any Content that infringes any patent, trademark, trade secret, copyright or other proprietary rights ("Rights") of any party;

c) upload, post, e-mail, transmit or otherwise make available any unsolicited or unauthorized advertising, "junk mail," "spam," "chain letters," "pyramid schemes," or any other form of solicitation;

d) upload, post, e-mail, transmit or otherwise make available any material that contains software viruses or any other computer code, files or programs designed to interrupt, destroy or limit the functionality of any computer software or hardware

or telecommunications equipment; interfere with or disrupt the Service or servers or networks connected to the Service, or disobey any requirements, procedures, policies or regulations of networks connected to the Service; intentionally or unintentionally violate any applicable local, state or international law.

### 2. Registration information

In consideration of your use of the Service, you represent that you are of legal age to form a binding contract and are not a person barred from receiving services under the laws.

You also agree to a) provide true, accurate, current and complete information as prompted by the Service's registration form, b) maintain and promptly update the Registration Data to keep it true, accurate, current and complete. If you provide any information that is untrue, inaccurate, not current or incomplete, or 4-INDUSTRY has reasonable grounds to suspect that such information is untrue, inaccurate, not current or incomplete, 4-INDUSTRY has the right to suspend or terminate your account and refuse any and all current or future use of the Service (or any portion thereof).

### 3. Objection to use the data available on the site

No user of this site is permitted to use the data available on the site to formulate printed or electronic products or information for sale, to compile mass mailing lists or otherwise to compete with any of 4-INDUSTRY products or services. You agree not to reproduce, duplicate, copy, sell, trade, resell or exploit for any commercial purposes, any portion of the Service (including your ID), use of the Service, or access to the Service. All Services are non-executive, non-transferable basis for internal use only within own organization. If we believe you are using this site or its content for purposes we consider inappropriate, we may deny you access, in addition to any other legal remedies we may have.

### 4. Account, password and security

You will receive a password upon completing the Service's registration process. You are responsible



for maintaining the confidentiality of the password and are fully responsible for all activities that occur under your password or account. You agree to a) immediately notify 4-INDUSTRY of any unauthorized use of your password or account or any other breach of security, and b) ensure that you exit from your account at the end of each session. 4-INDUSTRY cannot and will not be liable for any loss or damage arising from your failure to comply with this Section 4.

## 5. Termination

You agree that 4-INDUSTRY may, under certain circumstances and without prior notice, immediately terminate your account and access to the Service. Cause for such termination shall include, but not be limited to a) breaches or violations of the Terms of Services or other incorporated agreements or guidelines, b) requests by law enforcement or other government agencies, c) a request by you (self-initiated account deletions), d) discontinuance or material modification to the Service (or any part thereof), e) unexpected technical or security issues or problems, f) extended periods of inactivity, g) engagement by you in fraudulent or illegal activities, and/or h) nonpayment of any fees owed by you in connection with the Services. Termination of your 4-INDUSTRY account includes a) removal of access to all offerings b) deletion of your password and all related information, files and content associated with or inside your account (or any part thereof), and c) barring of further use of the Service. Further, you agree that all terminations for cause shall be made in 4-INDUSTRY's sole discretion and that 4-INDUSTRY shall not be liable to you or any third party for any termination of your account or access to the Service.

## 6. Modification to Service

4-INDUSTRY reserves the right at any time and from time to time to modify or discontinue, temporarily or permanently, the Service (or any part thereof) with or without notice. You agree that 4-INDUSTRY shall not be liable to you or to any third party for any modification, suspension or discontinuance of the Service.

## 7. Information and data on this site

We attempt to ensure that the information and data at this site is comprehensive and accurate. However, you agree that it is up to you to verify information and data that you use and that we will not be liable for any omissions or errors. Inclusion in this site of a product, service or provider of any

products or services does not, in any way, represent or imply our approval of a determination as to the quality of that product, service or provider. We disclaim any and all liability that may be claimed arising out of reliance upon the information presented in this site.

The Service may provide, or third parties may provide, links to other World Wide Web sites or resources. Because 4-INDUSTRY has no control over such sites and resources, you acknowledge and agree that 4-INDUSTRY is not responsible for the availability of such external sites or resources, and does not endorse and is not responsible or liable for any Content, advertising, products or other materials on or available from such sites or resources. You further acknowledge and agree that 4-INDUSTRY shall not be responsible or liable, directly or indirectly, for any damage or loss caused or alleged to be caused by or in connection with use of or reliance on any such Content, goods or services available on or through any such site or resource.

Your correspondence or business dealings with, or participation in promotions of advertisers found on or through the Service, including payment and delivery of related goods or services, and any other terms, conditions, warranties or representations associated with such dealings, are solely between you and such advertiser. You agree that 4-INDUSTRY shall not be responsible or liable for any loss or damage of any sort incurred as the result of any such dealings or as the result of the presence of such advertisers on the Service.

## 8. 4-INDUSTRY's proprietary rights

You acknowledge and agree that the Service and any necessary software used in connection with the Service ("Software") inclusive of database rights contain proprietary and confidential information that is protected by applicable intellectual property and other laws. You further acknowledge and agree that Content contained in sponsor advertisements or information presented to you through the Service or by advertisers is protected by copyrights, trademarks, service marks, patents or other proprietary rights and laws. Except as expressly authorized by 4-INDUSTRY or advertisers, you agree not to modify, rent, lease, loan, sell, distribute or create derivative works based on the Service or the Software, in whole or in part.

You agree not (and do not allow any third party to) to copy, modify, create a derivative work from, reverse engineer, reverse assemble or otherwise attempt to discover any source code, sell, assign, sublicense, grant a security interest in or otherwise

transfer any right in the Software. You agree not to modify the Software in any manner or form, nor to use modified versions of the Software, including (without limitation) for the purpose of obtaining unauthorized access to the Service. You agree not to access the Service by any means other than through the interface that is provided by 4-INDUSTRY for use in accessing the Service.

User shall acknowledge that all Registration Data, as well as the data and information provided subsequently, shall be entered in database set up by 4-INDUSTRY's on an executive –ownership basis.

For entire length of the Service, you shall provide 4-INDUSTRY with the right, on a free of charge basis, non-exclusive and with no territorial limitations, to use one or more distinguishing marks, including Trademarks, with the purpose of complying with the obligation inherent to the Terms of Service.

## 9. Disclaimer of warranties

You expressly understand and agree that use of the Service is at your sole risk. 4-INDUSTRY expressly disclaim all warranties of any kind, whether express or implied, including, but not limited to the implied warranties of merchantability, fitness for a particular purpose and non-infringement.

4-INDUSTRY and its subsidiaries, affiliates, employers, partners and licensors make no warranty that a) the Service will meet your requirements, b) the Service will be uninterrupted, timely, secure or error-free c) the results that may be obtained from the use of the Service will be accurate or reliable; d) the quality of any products, services, information or other material purchased or obtained by you through the Service will meet your expectations; and e) any errors in the software will be corrected.

Any material downloaded or otherwise obtained through the use of the Service is accessed at your own discretion and risk, and you will be solely responsible for any damage to your computer system or loss of data that results from the Download of any such material.

No advice or information, whether oral or written, obtained by you from 4-INDUSTRY or through or from the Service shall create any warranty not expressly stated in the Terms of Service.

## 10. Limitation of liability

4-INDUSTRY and its subsidiaries, affiliates, employers, partners and licensors shall not be liable to you for any direct, indirect, incidental, special, consequential or exemplary damages, including but not limited to, damages for loss of profits, missed earn-

ings, damage to company prestige, goodwill, use, data or other intangible losses (even if 4-INDUSTRY has been advised of the possibility of such damages), resulting from: a) the use or the inability to use the Service; b) the cost of procurement of substitute goods and services resulting from any goods, data, information or services purchased or obtained or messages received or transactions entered into through or from the Service; c) unauthorized access to or alteration of your transmission or data; d) statements or conducts of any third party on the Service; e) "Force Majeure", that is to say, by way of example only: failure of power supply or telephone lines or network connection caused by third parties, strikes, industrial unrest, wars, government or civil or military reasons, embargoes, acts of vandalism and terrorism, epidemics, floods, earthquakes, fires and other natural disasters or f) breakdown of 4-INDUSTRY's information technology systems, telecommunications and/or computing equipment or g) any other matter relating to the Service.

The Service is provided for informational purposes only, and no Content included in the Service is intended for trading or investing purposes. 4-INDUSTRY and its licensors shall not be responsible or liable for the accuracy, usefulness or availability of any information transmitted or made available via the Service, and shall not be responsible or liable for any trading, investment decisions or commercial contracts based on such information.

## 11. General information

Entire Agreement: The Terms of Service constitutes the entire agreement between you and 4-INDUSTRY and governs your use of the Service, superseding any prior agreements between you and 4-INDUSTRY with respect to the Service. You also may be subject to additional terms and conditions that may apply when you use or purchase certain other 4-INDUSTRY services, affiliate services, third-party content or third-party software.

Choice of Law and Forum: The Terms of Service and the relationship between you and 4-INDUSTRY shall be governed by the laws of Slovakia without regard to its conflict of law provisions. You and 4-INDUSTRY agree to submit to the personal and exclusive jurisdiction of the courts located within the county of Bratislava, Slovakia.

Waiver and Severability of Terms: The failure of 4-INDUSTRY to exercise or enforce any right or provision of the Terms of Service shall not constitute a waiver of such right or provision. If any provision of the Terms of Service is found by a court of competent jurisdiction to be invalid, the parties neverthe-



less agree that the court should endeavor to give effect to the parties' intentions as reflected in the provision, and the other provisions of the Terms of Service remain in full force and effect.

The section titles in the Terms of Service are for convenience only and have no legal or contractual effect.

## **12. Violations**

Please report any violations of the Terms of Service on [www.4-construction.com/contactus](http://www.4-construction.com/contactus).