

Terms of Use

www.axyra.cloud

1. Introduction and acceptance

These Terms of Use (the "Terms") govern your access to and use of the websites operated by Axyra s. r. o. ("Axyra", "we", "us" or "our"). They apply to the following websites and to any apex-domain addresses that redirect to them:

- www.axyra.cloud and www.axyracloud.com (English)
- www.axyra.sk (Slovak)
- www.axyra.cz (Czech)

Collectively these are referred to as the "Website".

Please note that the legal documents for www.axyra.cz are provided in English.

By accessing or using the Website you confirm that you have read and understood these Terms and that you agree to be bound by them. If you do not agree with these Terms, please do not use the Website.

The Website is an informational and marketing presentation of our company. It does not, by itself, create any consulting, service or contractual relationship between you and Axyra. Any engagement for consulting, cloud, DevOps or other professional services is governed exclusively by a separate written agreement concluded between you and Axyra, and not by these Terms. In the event of any conflict between such a written agreement and these Terms, the written agreement prevails in respect of that engagement.

2. Operator identification

The Website is operated by the following company, which is also the provider of information society services within the meaning of Act No. 22/2004 Coll. on electronic commerce, Section 4, and provides the identification data required by Section 3a of the Commercial Code (Act No. 513/1991 Coll.):

Business name (obchodné meno): Axyra s. r. o.

Legal form: limited liability company (spoločnosť s ručením obmedzeným)

Registered seat (sídlo): Krasovského 14, 851 01 Bratislava - mestská časť Petržalka, Slovak Republic

Company ID (IČO): 57 083 517

Tax ID (DIČ): 2122570142

VAT ID (IČ DPH): SK2122570142

Registration: Commercial Register of the Municipal Court Bratislava III (Obchodný register Mestského súdu Bratislava III), section: Sro, insert no. (vložka č.) 190181/B

Contact e-mail: info@axyra.cloud

Contact phone: +421 903 641 808

Supervisory authority for business conduct (dozorný orgán): Slovenská obchodná inšpekcia (Slovak Trade Inspection), Bajkalská 21/A, 827 99 Bratislava, Slovak Republic

Please direct all enquiries relating to the Website or these Terms to info@axyra.cloud.

3. Website content

The content of the Website is provided for general information purposes only. It describes our company, our areas of expertise and the categories of services we offer.

Nothing on the Website constitutes professional, technical, legal or business advice, and it must not be relied upon as such. The Website does not constitute an offer, a public promise or a binding proposal to conclude a contract; it is an invitation for you to contact us so that specific requirements can be discussed and, where appropriate, formalised in a separate written agreement.

We may add to, change, suspend or remove any part of the Website content at any time and without prior notice. We make reasonable efforts to keep the information current, but we do not warrant that it is complete, accurate or up to date at any given moment.

4. Intellectual property

The Website and all of its content, including text, layout, design, graphics, generated imagery, illustrations, logos, icons and the arrangement and selection of that content, are owned by or licensed to Axyra and are protected by copyright, trademark and other intellectual property laws. The "Axyra" name and brand, together with the associated visual identity and generated artwork, are the property of Axyra or its licensors.

Subject to your compliance with these Terms, we grant you a limited, non-exclusive, non-transferable and revocable licence to access the Website and to view and, where technically offered, print individual pages for your own personal, non-commercial and informational use.

Except as expressly permitted above, you must not:

- copy, reproduce, republish, distribute, sell, license or otherwise commercially exploit any part of the Website content;
- scrape, harvest, mine or systematically extract content from the Website by any automated or manual means;
- frame, mirror or embed the Website or any part of it within another website or service;
- create derivative works from the Website content; or
- remove, obscure or alter any copyright, trademark or other proprietary notices.

Third-party names, trademarks, logos and product names that may appear on the Website are the property of their respective owners and are used for identification or descriptive purposes only. Their appearance does not imply any endorsement of, or affiliation with, Axyra unless stated otherwise.

5. Acceptable use

You agree to use the Website lawfully and only for its intended purpose. In particular, you must not:

- use the Website in any way that breaches applicable law or regulation, or that infringes the rights of any third party;
- attempt to gain unauthorised access to the Website, its server, or any system, network or data connected to it;
- interfere with, disrupt, damage or overload the Website or its underlying infrastructure, including by attempting to circumvent, defeat or overwhelm request rate limiting or other technical protection measures;
- use any automated system, bot, crawler, scraper or similar tool to access, harvest or index the Website except where we have given prior written consent;
- introduce or attempt to introduce any virus, malware, worm, trojan or other harmful or malicious code or material;
- misuse the contact form or any other communication feature, including by sending spam, unsolicited advertising, chain messages, or repeated or abusive submissions; or
- impersonate any person or entity, or misrepresent your identity or affiliation with any person or entity.

We reserve the right to restrict, suspend or terminate your access to the Website, and to take any other lawful measures, if we reasonably believe that you have breached these Terms.

6. Contact form and submissions

The Website provides a contact form and a newsletter sign-up so that you can reach us or receive occasional technical content. When you submit information through these features, you are responsible for ensuring that the information you provide is accurate, that it is lawful, and that you are entitled to share it.

You must not submit content that is unlawful, defamatory, infringing, misleading, or that contains malicious code. You must not use these features to send unsolicited commercial communications or otherwise to abuse them.

We may ignore, filter or delete any submission that we consider abusive, unlawful, automated or otherwise in breach of these Terms, and we are under no obligation to respond to any submission.

The personal data you provide through the contact form, the newsletter sign-up or a careers application is processed in accordance with our Privacy Policy at </legal/privacy-policy>. Please review it before submitting any personal data.

7. Third-party links

The Website may contain links to third-party websites and services, including our company page on LinkedIn (<https://www.linkedin.com/company/axyracloud>). These links are provided for your convenience only.

We do not control, and are not responsible for, the content, products, services, availability, security or privacy practices of any third-party website or service. The inclusion of a link does not imply our endorsement of the linked website or service. When you follow a link away from the Website, the terms and policies of the relevant third party apply, and you access that website or service at your own risk.

8. Personal data and cookies

We process personal data and use cookies only to the limited extent necessary to operate and secure the Website. How we handle personal data is described in our Privacy Policy at /legal/privacy-policy, and our use of cookies is described in our Cookie Policy at /legal/cookie-policy. Those documents form part of the information governing your use of the Website and should be read together with these Terms.

9. Disclaimer of warranties

The Website is provided on an "as is" and "as available" basis. To the maximum extent permitted by applicable law, we make no representations or warranties of any kind, whether express or implied, in relation to the Website or its content.

In particular, we do not warrant that the Website content is accurate, complete, reliable or current, that the Website will be available without interruption or free from errors or defects, that any defects will be corrected, or that the Website or the server that makes it available are free of viruses or other harmful components. You are responsible for maintaining your own protective measures, such as up-to-date security software.

10. Limitation of liability

To the maximum extent permitted by the law of the Slovak Republic, Axyra shall not be liable for any indirect, incidental, special or consequential damage, or for any loss of profit, revenue, data, goodwill or business opportunity, arising out of or in connection with your access to, use of, or inability to use the Website, or your reliance on any content on the Website, whether based in contract, tort or otherwise.

Nothing in these Terms limits or excludes any liability that cannot be limited or excluded under applicable mandatory law. This includes, without limitation, liability for damage caused intentionally, and liability for harm to life or health. Where our liability cannot be excluded but can be limited, it is limited to the minimum extent permitted by law.

11. Changes to these terms

We may amend these Terms at any time. The amended version becomes effective when it is published on the Website; the current version is always the one published at /legal/terms-of-use.

Your continued use of the Website after an amended version has been published constitutes your acceptance of the amended Terms. We recommend that you review these Terms from time to time so that you are aware of any changes.

12. Governing law and jurisdiction

These Terms and any non-contractual obligations arising out of or in connection with them are governed by, and construed in accordance with, the law of the Slovak Republic, without regard to its conflict-of-law rules.

Any dispute arising out of or in connection with these Terms or your use of the Website shall be subject to the jurisdiction of the competent courts of the Slovak Republic. This does not affect any mandatory consumer-protection rights that may entitle a consumer to bring proceedings before, or to rely on the law of, the courts of their country of residence.

13. Final provisions

If any provision of these Terms is found to be invalid, unlawful or unenforceable, that provision shall be severed and the remaining provisions shall continue in full force and effect. Where possible, the invalid provision shall be replaced by a valid provision that most closely reflects its original intent.

These Terms constitute the entire terms governing your use of the Website and supersede any prior understandings relating to that use. They do not govern any consulting or service engagement, which is subject to a separate written agreement as described in section 1.

If you have any questions about these Terms, please contact us at info@axyra.cloud.