

## GENERAL TERMS AND CONDITIONS

### Article I

#### Basic provision

1.1 These General Terms and Conditions (hereinafter referred to as the "GTC") are issued in accordance with the provisions of Act No. 89/2012 Coll., The Civil Code, as amended (hereinafter referred to as the "Civil Code"), Act No. 634/1992 Coll., on consumer protection, as amended (hereinafter referred to as the "Consumer Protection Act"), and other applicable legislation, the company: **Filipa, a.s.**

IČO: 25282875

Registration number: CZ25282875

with its registered office at Lázeňská 184, 507 81 Lázně Bělohrad registered at the Regional Court in Hradec Králové

under sp. No. B 3803.

e-mail: [info@biolive.cz](mailto:info@biolive.cz)

contact address: Lázeňská 184, 507 81 Lázně Bělohrad (hereinafter referred to as the "Seller")

1.2 In accordance with the provisions of § 1751 of the Civil Code, these GTC further regulate the contractual relations between the contracting parties to the purchase goods (hereinafter referred to as the "**purchase contract**"), conducted through a web interface (e-shop) located on the website available at [www.biolive.cz](http://www.biolive.cz) (hereinafter referred to as the "**online store**"), where on the one hand is the above seller and on the other hand the Buyer (hereinafter referred to as "**Buyer**").

1.3 According to these GTC, the Buyer is an independent person in the position of a consumer or a group of persons or business entity. Unless expressly stated otherwise, for the purposes of these GTC, in accordance with the Civil Code, any person who, outside the scope of their business activity or outside the scope of independent performance of their profession, creates a contract with the Seller or otherwise deals with them is considered a consumer. only "**consumer**"). An entrepreneur is a person who independently carries out a gainful activity on their own account and responsibility under a trade license or similar manner with the intention of doing so systematically for the purpose of making a profit, and also the one provided for by law. If the Buyer states their identification number in the order, then they acknowledge that they are always considered an entrepreneur in the contractual relationship with the Seller; for the Buyer of the Entrepreneur, the rights stipulated by these GTC do not apply to the Buyer in the legal status of the Consumer. If the term "Consumer" is used in these GTC below, it means exclusively the Buyer, who is a Consumer.

1.4 By concluding the purchase contract, the Buyer agrees with the GTC, and confirms that they have duly acquainted themselves with these GTC before concluding the purchase contract. These business conditions, including instructions on the processing and protection of personal data pursuant to Article VII of the GTC, are an integral part of every purchase contract. Deviating provisions in the purchase contract take precedence over the relevant provisions of these GTC.

### Article II

#### Ordering and concluding a purchase contract

2.1 The contractual relationship between the Seller and the Buyer is defined by the relevant legal regulations and the purchase contract, which also includes these GTC. By concluding the purchase contract, the Seller is obliged to hand over the goods to the Buyer and allow them to acquire ownership of the goods, the Buyer is obliged to take over the goods and pay the Seller the purchase price.

2.2 The Buyer agrees to the use and of means of distance communication when concluding the purchase contract. The costs incurred by the Buyer in the use and of means of distance communication in connection with the conclusion of the purchase contract (costs of internet connection, costs of telephone calls, etc.) shall be borne solely by the buyer. These costs do not differ from the basic rates according to the conditions of the Buyer's operator (the Seller does not charge any additional fees).

2.3 The purchase contract is created on the basis of the Buyer's order. The Buyer orders the goods in the following ways:

- 1) through their customer account, if they have previously registered in the online store,
- 2) by filling in the order form without registration.

2.4 When filling out (placing) an order, the Buyer chooses the goods according to the offer of the online store, the number of pieces of goods, the method of payment and delivery.

2.5 Before sending the order, the Buyer is allowed to check and change the data they have entered in the order. The Buyer sends the order to the Seller by clicking on the marked button ("send order"). The data listed in the order are deemed correct by the Seller. The condition for the validity of the order is the completion of all mandatory data in the order form and confirmation from the Buyer that they have read these GTC.

2.6 Immediately after receiving the order, the Seller will send the Buyer a confirmation of receipt of the order to the email address that the Buyer entered when ordering. The purchase contract is concluded upon delivery of the order confirmation to the Buyer's e-mail address.

2.7 In the event that the Buyer orders goods that are unavailable and the goods cannot be delivered, the Seller will send the Buyer to their e-mail address, a message about unavailability of goods. By sending this e-mail messages to the Buyer according to the previous sentence, the Seller's obligation to deliver unavailable goods expires (and the Buyer loses the obligation to pay the purchase price for undelivered goods); all other parts to the order remain unaffected. If the goods that cannot be delivered have already been paid, the Seller will refund the Buyer immediately, but no later than 14 days from sending the e-mail message according to the previous sentence, all funds for undelivered goods (including shipping costs if the undelivered goods were to be transported separately), which they received from them under the contract, in the same way as they received these funds.

2.8 All orders accepted by the Seller are binding. The order can be canceled based on the agreement of the Buyer and Seller.

2.9 In the event that there is an obvious technical error on the part of the Seller when stating the price of goods in the online store or during ordering, the Seller is not obliged to deliver the goods to the Buyer for this obviously incorrect price, even if the Buyer was sent an order confirmation. according to these GTC. The Seller informs the Buyer of the error without undue delay and sends the amended offer to the Buyer to their e-mail address. The amended offer is considered a new draft of the purchase contract and in such a case the purchase contract is concluded by a confirmation of acceptance by the Buyer to the e-mail address of the Seller.

#### 2.10 Customer Account

- 1) Based on the Buyer's registration created in the online store, the Buyer can access their customer account. The Buyer can order goods from their customer account.
- 2) When registering for a customer account and when ordering goods, the Buyer is obliged to state all data correctly and truthfully. The Buyer is obliged to update the data specified in the user account in the event of any change. The data provided by the Buyer in the customer account and when ordering goods are considered correct by the Seller.
- 3) Access to the customer account is secured by username and password. The Buyer is obliged to maintain confidentiality regarding the information necessary to access his customer account. The Seller is not responsible for any misuse of the customer account by third parties.
- 4) The Buyer is not entitled to allow the use of the customer account to third parties.
- 5) The Seller may cancel the customer account, especially if the Buyer no longer uses their customer account or if the Buyer violates their obligations under the purchase agreement and these GTC.
- 6) The Buyer acknowledges that the customer account may not be available around the clock, especially with regard to necessary maintenance of hardware and software, equipment of the Seller, or necessary maintenance of third party hardware and software.

### Article III

#### Goods specification and price of goods

3.1 Information about the goods, including the prices of individual goods and their main properties, are given for individual goods in the online store catalog. The prices of goods are listed including value added tax and all related fees stipulated by law. However, the price of goods does not include any fees (payments) for shipping (cash on delivery)

and fees associated with payment of the purchase price of goods (according to the chosen method of payment of the purchase price), which are listed in the so-called shopping cart and the amount depends on the Buyer's choice. The prices of the goods remain valid as long as they are displayed in the online store.

- 3.2 All presentation of goods placed in the online store catalog is of an informative nature and the Seller is not obliged to enter into a purchase agreement regarding these goods. The presentation of goods in the Seller's online store does not constitute an offer to conclude a purchase contract or a proposal to deliver goods in the sense of § 1732 of the Civil Code.
- 3.3 The online store provides information on the costs associated with the delivery of goods and payment of the purchase price for the goods (see below). Information on costs associated with transport and payment of the purchase price for goods listed in the online store is valid only in cases where the goods are delivered within the territory of the Czech Republic. Delivery of goods is made only within the Czech Republic.
- 3.4 The Seller is entitled to unilaterally change the price of the goods, provided that such a change in price will not affect the already concluded purchase contract.
- 3.5 Promotional prices are valid until the Seller's stock is sold out or when the number of promotional items is stated until the specified number of promotional goods is sold out or until the end of the promotion, whichever occurs first.
- 3.6 Multiple discounts on the purchase price of goods cannot be combined with each other, unless the Seller agrees otherwise with the Buyer.
- 3.7 Gifts that are provided completely free of charge cannot be subject to any rights of the Buyer (even rights from defective performance). Such goods meet the conditions of the gift contract and are governed by applicable law. The gift contract is concluded between the Seller and the Buyer with the untying condition that if the Buyer withdraws from the purchase contract within 14 days according to § 1829 paragraph 1 of the Civil Code, the Buyer is obliged to return the gifts together with the purchased goods to the Seller.

#### Article IV

##### **Payment terms and delivery of goods**

- 4.1 The price of the goods and any costs associated with the delivery of goods under the purchase agreement, the Buyer may pay in the following ways (subject to the following):
  - 1) in advance, by bank card or by non-cash transfer of the amount to the bank account of the Seller kept with UniCredit Bank Czech Republic and Slovakia, a.s. account no. 1225282875/2700;
  - 2) cash on delivery when handing over the goods,
  - 3) in cash or by credit card for personal collection at the contact address of the Seller (Lázeňská 184, 507 81 Lázně Bělohrad),
  - 4) gift vouchers issued by the Seller (see below).  
The Seller reserves the right to limit the above methods of payment at its sole discretion.
- 4.2 Together with the purchase price, the Buyer is obliged to reimburse the Seller the costs associated with the delivery of goods in the agreed amount.
- 4.3 In the case of payment in cash, the purchase price is payable upon receipt of the goods. In the case of non-cash payment, the purchase price is payable within 14 days of concluding the purchase contract.
- 4.4 In the case of non-cash payment, the Buyer's obligation to pay the purchase price is fulfilled when the relevant amount is credited to the Seller's bank account.
- 4.5 The Seller does not require any advance payment or other similar payment from the Buyer. Payment of the purchase price before sending the goods is not a deposit.
- 4.6 According to the Act on the Registration of Sales, the Seller is obliged to issue a receipt to the Buyer. At the same time, they are obliged to register the received revenue with the tax administrator online; in the event of a technical failure, then within 48 (forty-eight) hours at the latest. For the avoidance of doubt, the Seller states that they issue receipts if the Act on the Registration of Sales so provides, ie depending on the method of payment for the goods according to the specific purchase contract. The agreement under this paragraph shall

apply only if the Seller will be subject to the obligation to record electronic sales (EET).

- 4.7 The goods will be delivered to the Buyer:
  - 1) to the address specified by the Buyer in the order,
  - 2) by means of a dispensing of consignments to the address of the dispensing office specified by the Buyer,
  - 3) by personal collection at the contact address of the Seller (Lázeňská 184, 507 81 Lázně Bělohrad).
- 4.8 The choice of delivery method is made during the ordering of goods.
- 4.9 The Buyer is duly informed about the costs of delivery of goods and fees associated with payment of the purchase price for the goods (depending on the method of dispatch and receipt of goods, or payment of the purchase price for the goods) before completing (sending) the goods order. The amount of these costs is stated in the sent order and in the order confirmation by the Seller. If the mode of transport is contracted on the basis of a special request of the Buyer, the Buyer bears the risk and any additional costs associated with this mode of transport.
- 4.10 If, according to the purchase contract, the Seller is obliged to deliver the goods to the place specified by the Buyer in the order, the Buyer is obliged to take over the goods upon delivery. In the event that for reasons on the part of the Buyer it is necessary to deliver the goods repeatedly or in another way than specified in the order, the Buyer is obliged to pay the costs associated with repeated delivery of goods, respectively and costs associated with another method of delivery. The Buyer agrees that the Seller shall provide the selected carrier with information concerning the Buyer, to the extent necessary for the proper delivery of the goods.
- 4.11 Upon receipt of the goods from the carrier, the Buyer is obliged to check the integrity of the packaging of the goods and in case of any defects immediately notify the carrier. In the case of finding a violation of the packaging indicating unauthorized entry into the shipment, the Buyer does not have to take over the shipment from the carrier.
- 4.12 The Seller issues a proof of sale to the Buyer. The document is sent to the Buyer's email address, which the Buyer states in the order. The Buyer agrees to this. In the case of a request to send a document in paper form, the Buyer contacts the Seller by e-mail specified in these terms and conditions.
- 4.13 If the Buyer is a consumer, ownership of the goods, as well as the risk of damage to the goods, always passes to the Buyer by taking over the goods.
- 4.14 If the Buyer is not a consumer, the Seller hands over the goods to the Buyer by handing over to the selected carrier for transport for the Buyer and allows the Buyer to exercise the rights under the contract of carriage against the selected carrier, with the Buyer who is not a consumer for transport to the destination specified in the order.
- 4.15 Gift Certificates. The Buyer is entitled to pay the purchase price of the goods or part thereof through gift vouchers issued by the Seller. Unless otherwise specified by special conditions issued by the Seller when issuing gift vouchers (eg on the back of the gift voucher), the Buyer will be entitled to use the gift vouchers under the following conditions:
  - 1) Gift vouchers are not exchangeable for money. The value of the purchase must be equal to or higher than the value of the gift voucher. If the value of the purchased goods is lower than the value of the gift voucher, the difference is not refunded.  
If the value of the purchased goods is higher than the value of the gift voucher, the difference must be paid.
  - 2) In the event of withdrawal from the purchase contract or in the event of a justified complaint, the amount (up to the amount of the applied gift voucher) may be returned to the Buyer by means of a replacement gift voucher.
  - 3) Each voucher is unique. The unique code on the gift voucher can only be used once.
  - 4) The gift voucher can be redeemed only until the date of its validity marked on the gift voucher. After the expiration date, the voucher becomes invalid and cannot be redeemed or returned. The validity of gift vouchers cannot be extended.
  - 5) The gift voucher cannot be used to pay for transport or other services.
  - 6) The gift voucher cannot be exchanged or returned.

- 7) Gift voucher, resp. the unique code stated on the gift voucher must be protected by the Buyer, by using it in the online store, the voucher ceases to be valid; the Seller is not responsible for lost or stolen codes. In the event of loss or impairment, the gift voucher cannot be replaced in any way; a receipt for its purchase cannot be accepted as a refund.
- 8) Counterfeiting and / or alteration of vouchers is prohibited.

#### Article V

##### **The consumer 's right to withdraw from the contract**

- 5.1 The provisions of this article apply only to the contractual relationship concluded between the Seller and the Buyer in the legal status of the consumer.
- 5.2 The consumer has the right to withdraw from the purchase contract (or its part concerning the part of the goods), without giving a reason. The consumer can thus withdraw from the purchase contract within 14 days from the date of receipt of the goods. Withdrawal from the purchase contract is excluded in the cases specified in the applicable legal regulations, especially in the provisions of § 1837 of the Civil Code.
- 5.3 In order to comply with the withdrawal period, the consumer must send the withdrawal within the period specified in the previous paragraph.
- 5.4 Withdrawal from the purchase contract will be sent by the consumer to the email or contact address of the Seller specified in these GTC.
- 5.5 If the consumer withdraws from the purchase contract, they are obliged to send or hand over to the Seller without undue delay, no later than 14 days after withdrawal from the purchase contract, the goods received from them, to the contact address of the Seller specified in paragraph 1.1 of these GTC. In such a case, the consumer bears the costs associated with returning the goods to the Seller. If the consumer withdraws from the purchase contract concluded by means of distance communication, the consumer bears the cost of returning the goods if the goods cannot be returned by ordinary mail by their nature.
- 5.6 If the consumer withdraws from the purchase contract, the Seller shall return to them without delay, but no later than within 14 days of withdrawal from the contract (subject to paragraph 5.7 below), all funds, including delivery costs, received from them under the contract, in the same way. The Seller will return the money received from the consumer in another way only if the consumer agrees and if they do not incur additional costs. If the consumer has chosen a method other than the cheapest method of delivery of goods offered by the Seller, the Seller shall reimburse the consumer the cost of delivery of the goods in the amount corresponding to the cheapest method of delivery of goods offered.
- 5.7 If the consumer withdraws from the purchase contract, the Seller is not obliged to return the money received to the consumer before the consumer hands over the goods or proves that he sent the goods to the Seller.
- 5.8 The consumer must return the goods to the Seller complete, ie including all supplied accessories, with complete documentation, undamaged, unworn and uncontaminated and, if possible, in the original packaging. The consumer is obliged to pack the goods so that they are not damaged during transport back to the Seller. The Seller is entitled to unilaterally off set the right to compensation for damage caused to the goods against the consumer's right to a refund of the purchase price.
- 5.9 In accordance with the relevant provision of the Civil Code, the Seller informs the consumer that the consumer is entitled (but not obliged) to use the withdrawal form for withdrawal from the purchase contract within the meaning of this article, a model of which is attached to these GTC.
- 5.10 In the event that the Buyer is not a consumer, consumer protection under this article of these GTC shall not apply (withdrawal from the contract). Withdrawal from the contract in such a case is governed by the relevant provisions of the Civil Code.

#### Article VI

##### **Defective product rights**

- 6.1 The Seller shall deliver the goods to the Buyer in the quantity, quality and design as agreed in the purchase contract. If the quality and design are not agreed, the Seller assigns the quality and design suitable for the purpose apparent from the purchase contract; otherwise for the usual purpose.
- 6.2 The Buyer's claims for defects in the goods (including the method of handling complaints) are governed by applicable law, in particular the Civil Code.
- 6.3 Provisions of paragraphs 6.4 to 6.19. of this Article VI. The GTC apply exclusively to the Buyer, who is a consumer. The rights arising from a defective product, if it is a Buyer who is a consumer, are further governed by the Civil Code, in particular the provisions of Sections 1914 to 1925, Sections 2099 to 2117 and Sections 2161 to 2174 and the Consumer Protection Act.
- 6.4 The Seller is responsible to the consumer that the goods are free of defects upon receipt. In particular, the Seller is responsible to the consumer that at the time when the consumer took over the goods,
  - 1) the goods have the characteristics agreed upon by the parties and, in the absence of an agreement, those characteristics which the Seller or manufacturer has described or which the consumer expected with regard to the nature of the goods and on the basis of their advertising,
  - 2) the goods are suitable for the purpose stated by the Seller for their use or for which goods of this type are usually used,
  - 3) the goods correspond in quality or design to the agreed sample or model, if the quality or design was determined according to the agreed sample or model,  
The goods are in the appropriate quantity, measure or weight; and
  - 5) the goods comply with the requirements of legal regulations.  
If the defect becomes apparent within six (6) months from receipt, it is considered that the goods were defective at the time of receipt.
- 6.5 If the consumer so requests, the Seller shall confirm to them in writing the extent and duration of their obligations in the event of defective performance. The Seller has obligations for defective products at least to the extent that the obligations from defective products of the manufacturer persist. The confirmation shall also state their name, registered office and identifying information, or other information necessary to establish their identity. If necessary, the Seller shall explain in a clear manner in the confirmation: the content, scope, conditions and duration of their liability, as well as the manner in which the rights arising therefrom may be exercised. In the confirmation, the Seller shall also state that other consumer rights related to the purchase of the item are not affected. Failure to comply with these obligations is without prejudice to the validity of the certificate. Unless prevented by the nature of the item, the above confirmation may be replaced by a proof of purchase containing the information.
- 6.6 The provisions of paragraph 6.4 of this Article VI. in accordance with the provisions of § 2167 of the Civil Code, the following shall not apply in particular:
  - 1) in the case of goods sold at a lower price for a defect for which a lower price has been agreed,
  - 2) wear and tear of the goods caused by their normal use,
  - 3) in the case of second - hand goods, for a defect corresponding to the degree of use or wear and tear that the goods had when taken over by the Buyer, or
  - 4) if it follows from the nature of the product.
- 6.7 The consumer is entitled to exercise the right to a defect that occurs in the goods within 24 (twenty-four) months from receipt. If, in accordance with other legislation, the period for which the goods can be used is indicated on the goods sold, on their packaging, in the instructions attached to the goods or in advertising, the provisions of the quality guarantee (ie the provisions of paragraph 6.13 et seq.) shall apply to Article VI of the GTC.
- 6.8 If the goods do not have the characteristics set out in paragraph 6.4 of this Article VI. GTC, the consumer may also request the delivery of new goods without defects, if this is not disproportionate due to the nature of the defect, but if the defect concerns only a part of the

goods, the consumer can only request a replacement of the part; if this is not possible, the consumer may withdraw from the contract. However, if this is disproportionate due to the nature of the defect, in particular if the defect can be rectified without undue delay, the consumer shall have the right to have the defect rectified free of charge.

- 6.9 The consumer has the right to receive new goods or replace parts even in the case of a remediable defect, if they cannot use the goods properly due to the recurrence of the defect after repair or due to a larger number of defects. In this case, the consumer also has the right to withdraw from the contract.
- 6.10 If the consumer does not withdraw from the contract or does not exercise the right to the delivery of new goods without defects, to the replacement of its parts or to the repair of the goods, they may request a reasonable discount. The consumer is entitled to a reasonable discount even if the Seller cannot deliver new goods without defects, replace its part or repair the goods, as well as if the Seller does not remedy the situation within a reasonable time or if arranging redress would cause the consumer considerable difficulties.
- 6.11 The right to defective product performance does not belong to the consumer if the consumer knew before taking over the goods that the goods were defective, or if the consumer themselves caused the defect.
- 6.12 If the goods have a defect from which the Seller is obliged, and if the goods are sold at a lower price or as used goods, the consumer is entitled to a reasonable discount instead of the right to exchange the goods.
- 6.13 In the event that a quality guarantee is provided, the Seller undertakes that the goods will be fit for normal use for a certain period of time or that they will retain their usual properties. These properties are also indicated by the warranty period or the shelf life of the goods on the packaging or in advertising. The warranty can also be provided for an individual part of the goods. If the contract and the warranty statement specify different warranty periods, the longest period shall apply. However, if the parties agree on a different warranty period than the one marked on the packaging as the shelf life, the agreement of the parties takes precedence.
- 6.14 The warranty period for the provided warranty is a maximum of 24 (twenty-four) months and runs from the delivery of the goods to the consumer.
- 6.15 The consumer is not entitled to a guarantee if the defect was caused by an external event after the risk of damage to the goods passed to the consumer. This does not apply if the defect was caused by the Seller.
- 6.16 The rights arising from defects in the goods as well as the rights under the quality guarantee apply to the Seller:
  - 1) by post to the contact address of the Seller.
- 6.17 The Seller is obliged to issue a written confirmation to the consumer about when the consumer has exercised the right, what is the content of the complaint and what method of handling the complaint the consumer requires; and a confirmation of the date and manner of handling the complaint, including a confirmation of the repair and its duration, or a written justification for rejecting the complaint.
- 6.18 The Seller or an employee authorized by them shall decide on the complaint immediately, in complex cases within 3 (three) working days. This period does not include the time appropriate to the type of goods needed for a professional assessment of the defect. Complaints, including the elimination of defects, must be settled without undue delay, no later than 30 (thirty) days from the date of the complaint, unless the Seller agrees with the consumer on a longer period. The expiration of this period is considered a material breach of contract. The Seller shall notify the Buyer in writing of the settlement of the complaint within 30 (thirty) days from the date of the complaint.

## Article VII

### Instructions on the processing and protection of personal data

- 7.1 This guidance on the processing and protection of personal data corresponds to Regulation (EU) 2016/679 of the European Parliament and of the Council on the protection of individuals with regard to the

processing of personal data and on the free movement of such data and repealing Directive 95/46 / EC ("**Regulation**").

- 7.2 For the purposes of this instruction, "administrator" means the Seller, ie the company Filipa, a.s., with its registered office at Lázeňská 184, 507 81 Lázně Bělohrad, ID number 25282875.
- 7.3 Contact details of the administrator:  
Delivery address: Lázeňská 184, 507 81 Lázně Bělohrad, ID 25282875  
E-mail address: [info@biolive.cz](mailto:info@biolive.cz)
- 7.4 The following personal data of the Buyer will be processed (the Buyer is also referred to as the "**data subject**"): name and surname (including title, middle name), residential address or delivery address, contact details (phone number, e-mail), invoicing data (bank account number, bank) and in the case of a buyer who is not a consumer also a company, registered office address, ID number, VAT number, data on VAT registration, or data on registration in the Commercial Register) these data are collectively referred to as "**personal data**".
- 7.5 Personal data will be processed (i) for the fulfillment of the purchase contract to which the Buyer and the administrator are parties as the Seller (purchase contract) and (ii) for the fulfillment of legal obligations that apply to the administrator (eg obligations in accounting and tax). Personal data will be processed in this way on the basis of meeting the conditions under the provisions of Article 6 (1) (a), (b) and (c) of the Regulation.
- 7.6 The provision of personal data is a requirement necessary for the conclusion and performance of the purchase contract, respectively. a legal requirement to fulfill the legal obligations that apply to the administrator. For the above reasons, the Buyer is obliged to provide personal data. Failure to provide personal data will prevent the valid conclusion of the purchase contract and / or the proper performance of the purchase contract and / or will prevent the fulfillment of the legal obligation that applies to the administrator.
- 7.7 Personal data can be processed manually or automatically. In order to ensure the protection of the Buyer, the Administrator shall use and ensure appropriate technical and organizational measures and secure the Buyer's personal data in such a way as to prevent their misuse, unauthorized or unlawful processing (or processing for other purposes) or access to, loss, damage or destruction.
- 7.8 Recipients of personal data may be entities through which or against which the controller fulfills the legal obligations that apply to the controller and further selected carriers (Article IV. Of these GTC). Personal data may be provided by the controller to entities providing sufficient guarantees of personal data protection, which the controller has entrusted on the basis of a written contract with the processing of personal data (ie processors).
- 7.9 The controller does not intend to transfer personal data to a third country outside the European Union or an international organization.
- 7.10 Personal data will be stored by the administrator for the period which for the administrator follows from the relevant legal regulations, if the administrator is not entitled by law or Regulation to store personal data for a longer period (for example in the case of the administrator's claim, which still persists).
- 7.11 Rights related to the processing of personal data:
  - 1) **Right of access to personal data.** The data subject has the right to obtain confirmation from the controller whether or not his personal data are processed by the controller. Where personal data are processed, it shall also have the right to access them together with the following information on: (a) the purposes of the processing, (b) the categories of personal data concerned, (c) the recipients or categories of recipients to whom the personal data have been or will be disclosed; (d) the planned period for which the personal data will be stored or, if this cannot be determined, the criteria used to determine this period; (e) the existence of a right to request the controller to correct or delete personal data, restrictions on their processing or the right to object. processing, (f) the right to lodge a complaint with the supervisory authority, (g) all available information on the source of personal data, (h) whether there is automated decision-making, including profiling, on the procedure used, as well as the significance and (i) expected consequences such processing. At the request of the data subject, the controller shall provide the data subject with a copy of the personal data processed. For

- additional copies at the request of the data subject, the controller may charge a reasonable fee based on administrative costs.
- 2) **The right to rectification or addition.** The data subject has the right to have only accurate personal data processed. Related to this is the data subject's right to have the controller correct inaccurate personal data concerning you without undue delay. Taking into account the purposes of the processing, the data subject also has the right to supplement incomplete personal data, including by providing an additional statement.
  - 3) **The right to erasure ("the right to be forgotten").** The data subject shall have the right for the controller to delete without undue delay personal data concerning the data subject if one of the following reasons arises: (a) the personal data are no longer needed for the purposes for which they were collected or otherwise processed; personal data have been processed unlawfully, (c) personal data must be deleted in order to comply with a legal obligation laid down in Union or Member State law which applies to the controller. The right of erasure shall not apply if an exception is made under the Regulation or the law, in particular because the processing of personal data is necessary to (a) fulfill a legal obligation requiring processing under European Union or Member State law applicable to the controller; for the determination, exercise or defense of legal claims.
  - 4) **The right to restrict processing.** The data subject has the right to have the controller restrict the processing of personal data in any of the following cases: (a) the data subject denies the accuracy of the personal data processed, the processing being limited to the time necessary for the controller to verify the accuracy of the personal data; ) the processing is unlawful and the data subject refuses to delete the personal data and instead requests restrictions on their use, (c) the controller no longer needs the personal data for processing purposes, but the data subject requires them to determine, enforce or defend legal claims. Where processing has been restricted, personal data, with the exception of their storage, may be processed only with the consent of the data subject, or for the purpose of determining, enforcing or defending legal claims, or for the protection of other natural or legal persons, Union or a Member State.
  - 5) **Right to object.** The data subject shall have the right at any time to object to the processing of personal data concerning him or her on the grounds relating to his or her specific situation, pursuant to Article 6 (1) (a), e) or f) of the Regulation (including profiling based on these provisions). The controller shall not further process personal data unless it demonstrates serious legitimate reasons for the processing which outweigh the interests or rights and freedoms of the data subject or for the determination, exercise or defense of legal claims.
  - 6) **Right to data portability.** The data subject has the right to have the controller transfer his personal data processed automatically with the data subject's consent to another controller in a structured, commonly used and machine-readable format. In exercising its right to data portability, the data subject shall have the right to have the personal data processed, to the extent determined by him, transferred directly by one controller to the controller, if technically feasible.
  - 7) **How to exercise the rights.** The personal data subject may exercise his / her rights arising from the processing of personal data at any time by contacting the controller (see contact details in paragraph 3 of this Article IX.)
  - 8) **Method of providing information.** The administrator provides the information in writing in paper form. If you contact the administrator electronically to his email address, the information will be provided to you electronically, unless you request it in paper form.
  - 9) **The right to file a complaint.** The data subject has the right to file a complaint with the supervisory authority in the sense of the Regulation, ie in particular the Office for Personal Data Protection, with its registered office in Lt. Col. Sochora 27, 170 00 Prague 7, Czech Republic, e-mail address [posta@uoou.cz](mailto:posta@uoou.cz), web <https://www.uoou.cz>.

## Article VIII

### Out-of-court dispute resolution

- 8.1 The Czech Trade Inspection Authority, with its registered office at Štěpánská 567/15, 120 00 Prague 2, IČ: 000 20 869, Internet address: <https://adr.coi.cz/cs>, is responsible for the out-of-court settlement of consumer disputes arising from the purchase contract. Dispute resolution platform online at <http://ec.europa.eu/consumers/odr> can be used to resolve disputes between the Seller and the Buyer under a purchase agreement.
- 8.2 European Consumer Center Czech Republic, with its registered office at Štěpánská 567/15, 120 00 Prague 2, Internet address: <http://www.evropskypotrebitel.cz> is a contact point pursuant to Regulation (EU) No. 524/2013 of the European Parliament and of the Council of 21 May 2013 on online dispute resolution and amending Regulation (EC) No 2006/2004 and Directive 2009/22 / EC (Online Consumer Dispute Resolution Regulation).
- 8.3 The Seller is entitled to sell goods on the basis of a trade license. Trade licensing is carried out within the scope of its competence by the relevant trade licensing office. To a limited extent, the Czech Trade Inspection Authority also supervises compliance with the Consumer Protection Act.

## Article IX

### Delivery

- 9.1 Unless otherwise stipulated in these GTC or unless expressly agreed otherwise between the contracting parties, correspondence between the Seller and the Buyer takes place by e-mail.
- 9.2 The Buyer delivers correspondence to the Seller's e-mail address specified in these GTC. The Seller delivers correspondence to the Buyer's e-mail address specified in their customer account or in the order.
- 9.3 The agreement according to this article does not affect the possibility of delivery to the address of the registered office of the Seller or the residence / registered office of the Buyer.

## Article X

### Final Provisions

- 10.1 All agreements between the Seller and the Buyer are governed by the laws of the Czech Republic. If the relationship established by the purchase contract contains an international element, then the parties agree that the relationship is governed by the law of the Czech Republic. This does not affect the consumer's rights arising from generally binding legal regulations.
- 10.2 The Seller has issued a Code of Ethics, by which they are voluntarily bound in relation to the Buyer in the sense of the provisions of § 1826 par. e) of the Civil Code. The Code of Ethics is published on the website [www.filipa.cz](http://www.filipa.cz).
- 10.3 All rights to the Seller's website, in particular the copyright to the content, including page layout, photos, films, graphics, trademarks, logos and other content and elements, belong to the Seller. It is forbidden to copy, modify or otherwise use the website or any part thereof without the consent of the Seller.
- 10.4 The Seller is not responsible for errors caused by third party interventions in the online store or as a result of its use contrary to its purpose. When using the online store, the Buyer may not use procedures that could adversely affect its operation and may not perform any activity that could allow them or third parties to interfere or use the software or other components that make up the online store and use the online store, or its parts or software in such a way that would be contrary to its purpose or purpose.
- 10.5 The purchase contract is archived by the Seller in electronic form and is not accessible.
- 10.6 The wording of the GTC may be unilaterally changed or supplemented by the Seller. This provision does not affect the rights and obligations arising during the period of validity of the previous version of the GTC.
- 10.7 These terms and conditions take effect on

Sample form for withdrawal from the purchase contract according to  
Government Decree No. 363/2013 Coll., As amended.

NOTICE OF WITHDRAWAL FROM THE CONTRACT

Addressee:

•

Registered office: •

ID: •

E-mail: •

I / we declare (\*) that I hereby withdraw (\*) from the contract for the  
purchase of these goods (\*):

Date of order (\*)

or

Date received (\*)

Name and surname of consumer (s):

Consumer address (es):

Signature of the consumer (s) (only if this form is sent in paper form):

Date:

(\*) Strike out what does not apply or complete the information.