

TERMS & CONDITIONS

company
ITFutuRe s.r.o.
based: Pardubická851/7, Kukleny, Hradec Králové, 500 04
Identification Number: 27490432
registered in the Trade Register in Hradec Králové section C, insert 22116
for the sale of goods via the online shop located at the Internet address
www.shopid.eu

1. INTRODUCTORY PROVISIONS

- 1.1. These Terms and Conditions (the "**Terms and Conditions**"), a company ITFutuRe s.r.o., based Pardubická 851/7, 500 04 Hradec Králové, Identification Number: 27490432, Tax ID CZ27490432, registered in the Trade Register in Hradec Králové, Section C, Insert 22116 (hereinafter referred to as "**Seller**") govern in accordance with § 1751 paragraph. 1 of Act no. 89/2012 Coll. Civil Code (the "Civil Code") mutual rights and obligations of the parties arising in connection with or pursuant to the purchase agreement (the "**purchase contract**") concluded between the Seller and another natural person (the "**Buyer**") through the online store vendor . Internet shop is operated by the seller on the website located on the Internet at <http://www.shopid.eu> (the "**Website**"), and via the web site (the "**Web interface trade**").
- 1.2. The Terms and Conditions further regulate the rights and obligations of the parties when using the Seller's website located at www.shopid.eu (hereinafter referred to as the "**Website**") and other related legal relations. Terms and conditions do not apply to cases where a person who intends to purchase goods from the seller is a legal entity or person acting in ordering goods within his business or in its separate profession.
- 1.3. Provisions derogating from the terms of trade can be agreed in the contract. Different arrangements in the contract of sale take precedence over those of business conditions.
- 1.4. The provisions of the commercial conditions are an integral part of the purchase contract.. Purchase contract may be concluded in the Czech language.
- 1.5. Text business conditions, the seller may modify or supplement. This provision shall not affect the rights and obligations arising during the term of the previous wording of the terms of trade.

2. USER ACCOUNT

- 2.1. By registering the buyer performed on the website, the buyer can access your user interface. From its user interface, the buyer can perform ordering goods (hereinafter referred to as "**user account**"). In the event that the web interface allows the buyer to perform ordering goods also without registration directly from the web interface.

- 2.2. When registering on the website and when ordering goods, the buyer is obliged to provide correct and truthful information. The buyer is obliged to update the information provided in the user account in case of any change. The information provided by the Buyer in the user account and when ordering goods is considered correct by the Seller.
- 2.3. Access to the user account is secured by a username and password. The Buyer shall maintain the confidentiality of the information necessary to access its user account and acknowledges that the Seller shall not be liable for any breach of this obligation by the Buyer.
- 2.4. The buyer is not entitled to allow the use of user account to third parties.
- 2.5. Seller may cancel user account, especially when the buyer your user account does not take more than a year, or when the purchaser breaches its obligations under the purchase contract (including terms of trade).
- 2.6. Buyer acknowledges that the user account may not be available continuously, especially with regard to the necessary maintenance of hardware and software vendor, eventually, necessary maintenance of hardware and software of third parties.

3. PURCHASE CONTRACT

- 3.1. The web interface of the shop contains a list of goods offered for sale by the Seller, including the prices of each offered item. The prices of the goods offered are inclusive of value added tax and all related charges. The offer for sale of goods and the prices of such goods shall remain valid for as long as they are displayed in the web interface of the Shop. This provision does not limit the seller's ability to conclude a purchase contract on individually agreed terms.
- 3.2. The web interface of the shop also contains information on the costs associated with the packaging and delivery of goods. The information on the costs associated with the packaging and delivery of goods listed in the web interface of the shop is valid only in cases where the goods are delivered within the Czech Republic.
- 3.3. For ordering goods, the buyer fills in the order form in the web interface business. Order form contains particular information on:
 - ordered goods (ordered goods are "inserted" by the buyer into the electronic shopping cart of the web interface of the store),
 - the method of payment of the purchase price of the goods, details of the required method of delivery of the ordered goods
 - information on the costs associated with the delivery of the goods (hereinafter collectively referred to as the "**Order**").
- 3.4. Before sending the order to the buyer to the seller is allowed to review and modify data in an order that the buyer entered, even with a view to permitting the purchaser to

detect and correct errors incurred when entering data into order. The buyer sends the order to the seller by clicking the "Buy". Data presented in order are considered correct by the seller. Immediately upon receipt of the order, the Seller shall confirm such receipt to the Buyer by electronic mail to the Buyer's electronic mail address specified in the user interface or in the order (hereinafter referred to as the "**Buyer's electronic address**").

- 3.5. The Seller is always entitled, depending on the nature of the order (quantity of goods, amount of the purchase price, estimated shipping costs) to ask the Buyer for additional order confirmation (for example, in writing or by phone).
- 3.6. The contractual relationship between the Seller and the Buyer is established by sending the order by pressing the "Buy" button.
- 3.7. The Buyer acknowledges that the Seller is not obliged to conclude the Purchase Contract, especially with persons who have previously materially breached the Purchase Contract (including the Terms and Conditions).
- 3.8. The Buyer agrees to the use of remote means of communication in concluding the Purchase Contract. The costs incurred by the Buyer in using remote means of communication in connection with the conclusion of the Purchase Contract (costs of internet connection, costs of telephone calls) shall be borne by the Buyer.

4. THE PRICE OF GOODS AND PAYMENT TERMS

- 4.1. The price of the goods and any costs associated with the delivery of the goods under the Purchase Contract may be paid by the Buyer to the Seller in the following ways:
 - cash on delivery at the place specified by the buyer in the order,
 - by bank transfer to the Seller's account No. 561274036/5500, maintained with Raiffeisen bank (hereinafter referred to as the "**Seller's account**"),
 - cashless payment by credit card using the e-shop payment gateway.
- 4.2. Together with the purchase price, the buyer and the seller is obliged to pay the costs associated with packaging and delivery of goods in the agreed amount. Unless expressly indicated otherwise, it is further purchase price and the costs associated with delivery of the goods.
- 4.3. In case of payment in cash or cash on delivery, the purchase price is payable upon receipt of the goods. In the case of non-cash payment, the purchase price is due within seven (7) days of the conclusion of the purchase contract.
- 4.4. In case of non-cash payment, the buyer is obliged to pay the purchase price of the goods together with the variable symbol of the payment. 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 account.

- 4.5. The seller is authorised, in particular in the case that a buyer does not occur to an additional confirmation of the order (Art. 3.5) will be required to remit the entire purchase price before sending the goods to the buyer.
- 4.6. The possible discounts on the price of goods provided by the seller to the buyer can not be combined with one another.
- 4.7. If it is customary in commercial relations or if it is provided for by generally binding legal regulations, the Seller shall issue a tax document - invoice to the Buyer in respect of payments made on the basis of the Purchase Agreement. The Seller is a payer of value added tax. The Seller shall issue the tax document - invoice to the Buyer after payment of the price of the goods and send it in electronic form to the Buyer's electronic address.

5. WITHDRAW FROM THE PURCHASE CONTRACT

- 5.1. The Buyer acknowledges that according to the provisions of Section 53 (8) of Act No. 40/1964 Coll., Civil Code, as amended (hereinafter referred to as the "**Civil Code**"), it is not possible, inter alia, to withdraw from a purchase contract for the supply of goods adapted to the wishes of the buyer, as well as goods that are subject to rapid deterioration, wear and tear or obsolescence, from a purchase contract for the supply of audio and video recordings and computer programs if the consumer has damaged their original packaging, and from a purchase contract for the supply of newspapers, periodicals and magazines.
- 5.2. Unless the case referred to in Article 5.1 or any other case where the Purchase Contract cannot be withdrawn from, the Purchaser has the right to withdraw from the Purchase Contract within fourteen (14) days of receipt of the goods in accordance with the provisions of Section 53(7) of the Civil Code. Withdrawal from the purchase contract must be delivered to the Seller within fourteen (14) days of receipt of the goods to the Seller's business address or to the Seller's e-mail address info@itfuture.cz.
- 5.3. In the event of withdrawal from the contract according to Article 5.2 of the Terms and Conditions, the purchase contract shall be cancelled from the beginning. The Goods must be returned to the Seller within ten (10) working days of sending the withdrawal to the Seller. In the event that the Buyer breaches the obligation under the previous sentence, the Seller shall be entitled to a contractual penalty of 20% (in words: twenty percent) for each day of delay, up to a maximum of the purchase price of the goods. This provision is without prejudice to the right to compensation for any damage resulting from the breach of the obligation to which the contractual penalty applies, even if the damage exceeds the contractual penalty. The goods must be returned to the seller undamaged and unworn and, if possible, in their original packaging.
- 5.4. Within thirty (30) days of the return of the goods by the Buyer pursuant to Article 5.3 of the Terms and Conditions, the Seller is entitled to examine the returned goods, in particular to determine whether the returned goods are damaged, worn out or partially consumed.

- 5.5. In the event of withdrawal from the contract pursuant to Article 5.2 of the Terms and Conditions, the Seller shall refund the purchase price (excluding the costs incurred for delivery of the goods) to the Buyer within fourteen (14) days of the end of the period for examination of the goods pursuant to Article 5.4 of the Terms and Conditions, without cash to the account designated by the Buyer. The Seller is also entitled to refund the purchase price in cash upon return of the goods by the Buyer.
- 5.6. The Buyer acknowledges that if the goods returned by the Buyer are damaged, worn out or partially consumed, the Seller is entitled to compensation for the damage incurred by the Buyer. The Seller is entitled to unilaterally set off the claim for payment of the damage against the Buyer's claim for reimbursement of the purchase price. Similarly, the Seller is entitled to unilaterally offset the claim for contractual penalty pursuant to Article 5.3 of the Terms and Conditions against the Buyer's claim for reimbursement of the purchase price.

6. TRANSPORT AND DELIVERY OF GOODS

- 6.1. The method of delivery of the goods is determined by the Seller, unless otherwise specified in the Purchase Agreement. If the method of delivery is agreed upon at the request of the Buyer, the Buyer bears the risk and any additional costs associated with this method of delivery.
- 6.2. If the Seller is obliged under the Purchase Contract to deliver the goods to the place specified by the Buyer in the order, the Buyer is obliged to take delivery of the goods upon delivery. If the Buyer fails to take delivery of the goods, the Seller is entitled to demand a storage fee of CZK 500 (five hundred Czech crowns) and is further entitled to withdraw from the Purchase Contract.
- 6.3. In the event that for reasons on the part of the Buyer it is necessary to deliver the goods repeatedly or in a different way than specified in the order, the Buyer is obliged to pay the costs associated with the repeated delivery of the goods, or the costs associated with a different method of delivery.
- 6.4. Upon receipt of the goods from the carrier, the buyer is obliged to check the integrity of the packaging of the goods and in the event of any defects immediately notify the carrier. In the event that the packaging is found to be damaged, indicating that the shipment has been tampered with, the Buyer may not accept the shipment from the carrier. By signing the delivery note, the buyer confirms that the shipment of goods has met all conditions and requirements and that any subsequent claims regarding the breach of the packaging of the shipment cannot be taken into account.
- 6.5. Other rights and obligations of the parties in the carriage of goods may be regulated by the Seller's delivery conditions.

7. LIABILITY FOR DEFECTS, WARRANTY

- 7.1. The rights and obligations of the contracting parties with regard to the seller's liability for defects, including the seller's warranty liability, are governed by the applicable generally binding regulations (in particular the provisions of § 612 et seq. of the Civil Code).

- 7.2. The Seller is liable to the Buyer for the fact that the sold item is in conformity with the Purchase Agreement, in particular that it is free of defects. Conformity to the purchase contract means that the sold item has the quality and performance required by the contract, described by the seller, the manufacturer or his representative or expected on the basis of their advertising, or the quality and performance of the item of the type usual for the item, that it conforms to the requirements of the legal regulations, is in the appropriate quantity, measure or weight and corresponds to the purpose for which the seller states the item is used or for which the item is usually used.
- 7.3. In the event that the item is not in conformity with the Purchase Contract upon acceptance by the Buyer (hereinafter referred to as "Contradiction with the Purchase Contract"), the Buyer shall have the right to have the Seller restore the item to the condition corresponding to the Purchase Contract free of charge and without undue delay, either by replacing the item or by repairing it, as requested by the Buyer; if such procedure is not possible, the Buyer may demand a reasonable discount from the price of the item or withdraw from the Contract. This does not apply if the buyer knew of the non-conformity with the purchase contract before taking delivery of the item or caused the non-conformity with the purchase contract. A conflict with the contract of sale which becomes apparent within six (6) months of the date of acceptance of the goods shall be deemed to have existed at the time of acceptance, unless this is contradicted by the nature of the goods or the contrary is proven.
- 7.4. Unless the goods are perishable or second-hand, the seller is liable for defects that manifest themselves as a breach of the purchase contract after acceptance of the goods within the warranty period (warranty).
- 7.5. The Buyer's rights arising from the Seller's liability for defects, including the Seller's warranty liability, shall be exercised by the Buyer at the Seller's business address Pardubická 851/7, Kukleny, Hradec Králové, 500 04.

8. OTHER RIGHTS AND OBLIGATIONS OF THE PARTIES

- 8.1. The buyer acquires ownership of the goods by paying the full purchase price of the goods.
- 8.2. The Buyer acknowledges that the software and other components of the web interface (including photographs of the goods offered) are protected by copyright. The Buyer undertakes not to carry out any activity that could enable him or third parties to interfere with or make unauthorised use of the software or other components of the web interface of the Shop.
- 8.3. The Buyer is not entitled to use mechanisms, software or other procedures that could have a negative impact on the operation of the web interface of the shop. The web interface of the Shop may only be used to the extent that it does not infringe the rights of other customers of the Seller and that is consistent with its purpose.
- 8.4. The Seller is not bound by any codes of conduct in relation to the Buyer within the meaning of Section 53a(1) of the Civil Code.

- 8.5. The Buyer acknowledges that the Seller shall not be liable for errors resulting from third party interference with the Website or from the use of the Website contrary to its intended use.

9. DATA PROTECTION AND SENDING COMMERCIAL COMMUNICATIONS

- 9.1. Information on the protection and processing of personal data can be found in a separate category at: <https://www.shopid.eu/Business-conditions/>
- 9.2. We determine your satisfaction with your purchase by means of e-mail questionnaires within the framework of the Verified by Customers program, in which our e-shop is involved. These are sent to you each time, unless you refuse to receive our commercial communications or withdraw your previously granted consent in accordance with § 7 (3) of Act No. 480/2004 Coll. on certain information society services. We use a processor for sending questionnaires, evaluating your feedback and analysing our market position, which is the operator of the Heureka.cz portal; we may pass on information about the goods you have purchased and your e-mail address to this processor for these purposes.

10. DELIVERING

- 10.1. Unless otherwise agreed, all correspondence related to the Purchase Contract must be delivered to the other party in writing, either by electronic mail, in person or by registered mail through a postal service provider (at the sender's choice). The Buyer shall be delivered to the e-mail address indicated in his/her user account.

- 10.2. The message is delivered:

- in the case of delivery by electronic mail, the moment of its receipt on the incoming mail server; the integrity of messages sent by electronic mail may be ensured by a certificate,
- in the case of delivery in person or through a postal service operator, by acceptance of the parcel by the addressee,
- in the case of delivery in person or through a postal service operator, also by refusing to accept the consignment if the addressee (or a person authorised to accept the consignment on his/her behalf) refuses to accept the consignment,
- in the case of delivery through a postal service operator, the expiration of the period of ten (10) days from the deposit of the consignment and the giving of a notice to the addressee to take delivery of the deposited consignment, if the consignment is deposited with the postal service operator, even if the addressee has not been informed of the deposit.

11. FINAL PROVISIONS

- 11.1. If the relationship related to the use of the Website or the legal relationship based on the Purchase Agreement contains an international (foreign) element, then the parties agree

that the relationship is governed by Czech law. This is without prejudice to the consumer's rights under generally binding legislation.

11.2. The Seller is entitled to sell goods on the basis of a trade licence and the Seller's activity is not subject to any other authorisation. Trade control is carried out within the scope of its competence by the competent trade authority.

11.3. If any provision of the Terms and Conditions is or becomes invalid or ineffective, the invalid provision shall be replaced by a provision whose meaning is as close as possible to the invalid provision. The invalidity or ineffectiveness of one provision shall not affect the validity of the other provisions. Amendments and supplements to the contract of sale or the terms and conditions shall be in writing.

11.4. The Purchase Contract, including the Terms and Conditions, is archived by the Seller in electronic form and is not accessible.

11.5. Contact details of the Seller: ITFutuRe s.r.o., Pardubická 851/7, Kukleny, Hradec Králové, 500 04, info@itfuture.cz, phone +420 604 434 934.

In Hradec Králove on 1.1.2014

ITFutuRe s.r.o.