

TERMS AND CONDITIONS

Vivid House Sport z. s. – for the provision of physical education and sports services and sale of goods/services through vividhockey.cz

1. INTRODUCTORY PROVISIONS

1.1. These Terms and Conditions (hereinafter the “Terms and Conditions”) of Vivid House Sport z. s., with its registered office at Návesní 233, Mladcová, 760 01 Zlín, Company ID No.: 296 87 535, registered in the Commercial Register maintained by the Regional Court in Brno, Section C, Insert 76752 (hereinafter the “Seller”), regulate, pursuant to Section 1751(1) of Act No. 89/2012 Coll., the Civil Code (hereinafter the “Civil Code”), the mutual rights and obligations of the contracting parties arising in connection with or on the basis of a purchase agreement (hereinafter the “Purchase Agreement”) concluded between the Seller and another natural person (hereinafter the “Buyer”) through the Seller’s online store. The online store is operated by the Seller on the website located at vividhockey.cz (hereinafter the “Website”), through the Website interface (hereinafter the “Store Web Interface”).

1.2. The Terms and Conditions do not apply to cases where the person intending to purchase goods/services from the Seller is a legal entity or a person acting, when ordering goods/services, in the course of their business activities or independent professional practice.

1.3. Provisions deviating from the Terms and Conditions may be agreed in the Purchase Agreement. Any deviating provisions agreed in the Purchase Agreement shall prevail over the provisions of these Terms and Conditions.

1.4. The provisions of the Terms and Conditions form an integral part of the Purchase Agreement. The Purchase Agreement and the Terms and Conditions are drawn up in the Czech language. The Purchase Agreement may be concluded in the Czech language.

1.5. The Seller may amend or supplement the wording of the Terms and Conditions. This provision does not affect rights and obligations arising during the period of effectiveness of the previous version of the Terms and Conditions.

2. USER ACCOUNT

2.1. Based on the Buyer’s registration on the Website, the Buyer may access their user interface. From their user interface, the Buyer may place orders for goods and services (hereinafter the “User Account”). Where the Store Web Interface permits it, the Buyer may also order goods/services without registration directly through the Store Web Interface.

2.2. When registering on the Website and ordering goods and services, the Buyer is obliged to provide all information correctly and truthfully. The Buyer is obliged to update the information provided in the User Account whenever any change occurs. The information provided by the Buyer in the User Account and when ordering goods and services shall be deemed correct by the Seller.

2.3. Access to the User Account is secured by an email address and password. The Buyer is obliged to keep confidential the information necessary to access their User Account.

2.4. The Buyer is not entitled to allow third parties to use the User Account.

2.5. The Seller may cancel the User Account, in particular if the Buyer has not used the User Account for more than one year, or if the Buyer breaches their obligations under the Purchase Agreement (including these Terms and Conditions).

2.6. The Buyer acknowledges that the User Account may not be continuously available, in particular due to necessary maintenance of the Seller’s hardware and software equipment, or necessary maintenance of third parties’ hardware and software equipment.

3. CONCLUSION OF THE PURCHASE AGREEMENT

3.1. All presentations of goods and services placed in the Store Web Interface are for informational purposes and the Seller is not obliged to conclude a Purchase Agreement regarding such goods and services. Section 1732(2) of the Civil Code shall not apply.

3.2. The Store Web Interface contains information about goods and services, including the prices of individual goods and services. Prices of goods and services include value added tax and all related fees. Prices remain valid for the period during which they are displayed in the Store Web Interface. This provision does not limit the Seller's ability to conclude a Purchase Agreement on individually agreed terms.

3.3. The Store Web Interface also contains information about costs associated with packaging and delivery of goods. Information about packaging and delivery costs stated in the Store Web Interface applies only where the goods are delivered within the territory of the Czech Republic.

3.4. To order goods or services, the Buyer shall complete an order form in the Store Web Interface. The order form contains, in particular, information about: 3.4.1. the ordered goods or services (the Buyer places the ordered goods or services into the electronic shopping cart of the Store Web Interface); 3.4.2. the method of payment of the purchase price for the goods or services; 3.4.3. the requested method of delivery of the ordered goods; and 3.4.4. information about costs associated with delivery of the goods (collectively, the "Order").

3.5. Before sending the Order to the Seller, the Buyer is allowed to check and change the information entered in the Order, including with regard to the Buyer's ability to identify and correct errors made when entering data. The Buyer sends the Order to the Seller by clicking the "Order" or "Place Binding Order" button. The information stated in the Order shall be deemed correct by the Seller. Immediately after receiving the Order, the Seller shall confirm receipt to the Buyer by email sent to the Buyer's email address stated in the User Account or in the Order (hereinafter the "Buyer's Email Address").

3.6. The Seller is always entitled, depending on the nature of the Order (quantity of goods or services, purchase price, expected delivery costs), to request additional confirmation of the Order from the Buyer (for example, in writing or by telephone).

3.7. The contractual relationship between the Seller and the Buyer arises upon delivery of acceptance of the Order (acceptance) sent by the Seller to the Buyer by email to the Buyer's Email Address.

3.8. The Buyer agrees to the use of means of distance communication when concluding the Purchase Agreement. Any costs incurred by the Buyer in using means of distance communication in connection with the conclusion of the Purchase Agreement (internet connection costs, telephone call costs) shall be borne by the Buyer, and such costs shall not differ from the basic rate.

3.9. If an obvious technical error occurs on the Seller's side when stating the price in the online store or during the ordering process, the Seller is not obliged to provide the goods or services to the Buyer at such clearly erroneous price, even if an automatic Order confirmation has been sent to the Buyer pursuant to these Terms and Conditions. In such a case, the Seller shall inform the Buyer of the error without undue delay and send the Buyer an amended offer, which shall be deemed a new proposal for conclusion of the Purchase Agreement; the Purchase Agreement shall then be concluded upon the Buyer's acceptance.

4. PRICE OF GOODS/SERVICES AND PAYMENT TERMS

4.1. The price of goods or services and any costs associated with delivery of the goods under the Purchase Agreement shall be paid by the Buyer to the Seller by cashless payment through the GP Webpay payment system.

4.2. Together with the purchase price, the Buyer is obliged to pay the Seller the costs associated with packaging and delivery of the goods in the agreed amount. Unless expressly stated otherwise, the purchase price shall also include the costs associated with delivery of the goods.

4.3. The Seller does not require an advance payment or other similar payment from the Buyer. This does not affect Article 4.5 of the Terms and Conditions concerning the obligation to pay the purchase price for goods/services in advance.

4.4. In the case of cashless 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 entitled, in particular if the Buyer fails to provide additional confirmation of the Order (Article 3.6), to require payment of the full purchase price before dispatching the goods. Section 2119(1) of the Civil Code shall not apply.

4.6. Any discounts on the price of goods or services provided by the Seller to the Buyer may not be combined with each other.

5. WITHDRAWAL FROM THE PURCHASE AGREEMENT

5.1. The Buyer acknowledges that, pursuant to Section 1837 of the Civil Code, it is not possible, among other things, to withdraw from a Purchase Agreement for the supply of goods modified according to the Buyer's wishes or for their person, from a Purchase Agreement for the supply of goods subject to rapid deterioration, or goods which, after delivery, have been irreversibly mixed with other goods. It is likewise not possible to withdraw from a Purchase Agreement for the supply of goods in sealed packaging which the consumer has removed from the packaging and which cannot be returned for hygienic reasons, or where the original packaging of the goods has been damaged.

5.2. Unless the case referred to in Article 5.1 or another case in which withdrawal from the Purchase Agreement is not possible applies, the Buyer has the right, pursuant to Section 1829(1) of the Civil Code, to withdraw from the Purchase Agreement within fourteen (14) days of receipt of the goods; where the subject matter of the Purchase Agreement consists of several types of goods or delivery of several parts, this period runs from the date of receipt of the last delivery of goods. Withdrawal from the Purchase Agreement must be sent to the Seller within the period stated in the preceding sentence to the Seller's email address vividhouse@seznam.cz.

5.3. In the event of withdrawal from the Purchase Agreement pursuant to Article 5.2 of the Terms and Conditions, the Purchase Agreement is cancelled from the outset. The goods must be returned to the Seller within fourteen (14) days of withdrawal from the Purchase Agreement. If the Buyer withdraws from the Purchase Agreement, the Buyer bears the costs associated with returning the goods to the Seller, including where the goods cannot, due to their nature, be returned by ordinary postal service.

5.4. In the event of withdrawal from the Purchase Agreement pursuant to Article 5.2, the Seller shall return funds received from the Buyer within fourteen (14) days of the Buyer's withdrawal from the Purchase Agreement, using the same method by which the Seller received them from the Buyer. If the Buyer withdraws from the Purchase Agreement, the Seller is not obliged to return the received funds before the Buyer returns the goods or proves that the goods have been dispatched.

5.5. The Seller is entitled to unilaterally set off any claim for compensation for damage caused to the goods against the Buyer's claim for return of the purchase price.

5.6. Until the goods are taken over by the Buyer, the Seller is entitled to withdraw from the Purchase Agreement at any time. In such a case, the Seller shall return the purchase price to the Buyer without undue delay, by cashless transfer to the account from which the purchase price was received.

5.7. If a gift is provided to the Buyer together with the goods or services, the gift agreement between the Seller and the Buyer is concluded subject to a condition subsequent that, if the Buyer withdraws from the Purchase Agreement, the gift agreement concerning such gift ceases to be effective and the Buyer is obliged to return the gift provided to the Seller.

6. TRANSPORT AND DELIVERY OF GOODS/SERVICES

6.1. If the method of transport is agreed based on a special request of the Buyer, the Buyer bears the risk and any additional costs associated with such method of transport.

6.2. If the Seller is obliged under the Purchase Agreement to deliver the goods to a place designated by the Buyer in the Order, the Buyer is obliged to accept the goods upon delivery.

6.3. If, for reasons attributable to the Buyer, it is necessary to deliver the goods repeatedly or by a method other than that specified in the Order, the Buyer is obliged to pay the costs associated with repeated delivery or the costs associated with the alternative delivery method.

6.4. Upon taking over the goods from the carrier, the Buyer is obliged to check the integrity of the packaging and immediately notify the carrier of any defects. If the packaging shows signs of unauthorized access to the shipment, the Buyer need not accept the shipment from the carrier.

6.5. Other rights and obligations of the parties concerning transport of goods may be regulated by the Seller's special delivery terms, if issued by the Seller.

7. RIGHTS ARISING FROM DEFECTIVE PERFORMANCE

7.1. The rights and obligations of the contracting parties concerning rights arising from defective performance are governed by applicable generally binding legislation (in particular Sections 1914 to 1925, 2099 to 2117 and 2161 to 2174 of the Civil Code).

7.2. The Seller is liable to the Buyer for the goods being free from defects upon receipt. In particular, the Seller warrants that, at the time the Buyer received the goods: 7.2.1. the goods have the characteristics agreed by the parties and, in the absence of such agreement, have the characteristics described by the Seller or manufacturer or expected by the Buyer with regard to the nature of the goods and based on advertising by the Seller or manufacturer; 7.2.2. the goods are suitable for the purpose stated by the Seller or for which goods of that type are normally used; 7.2.3. the goods correspond in quality or design to the agreed sample or template, where the quality or design was determined according to an agreed sample or template; 7.2.4. the goods are in the appropriate quantity, dimensions or weight; and 7.2.5. the goods comply with the requirements of applicable legislation.

7.3. The provisions of Article 7.2 do not apply to goods sold at a lower price due to a defect for which the lower price was agreed, to wear and tear caused by ordinary use, to used goods in respect of a defect corresponding to the degree of use or wear the goods had upon receipt by the Buyer, or where this follows from the nature of the goods.

7.4. If a defect becomes apparent within twelve months of receipt, the goods shall be presumed to have been defective upon receipt.

7.5. The Buyer shall exercise rights arising from defective performance with the Seller via the email address vividhouse@seznam.cz. A complaint shall be deemed exercised at the moment the Seller receives the goods subject to the complaint from the Buyer.

7.6. Further rights and obligations of the parties related to the Seller's liability for defects may be regulated by the Seller's complaints procedure.

8. OTHER RIGHTS AND OBLIGATIONS OF THE CONTRACTING PARTIES

8.1. The Buyer acquires ownership of the goods upon payment of the full purchase price for the goods.

8.2. Out-of-court handling of consumer complaints is provided by the Seller via vividhouse@seznam.cz. The Seller shall send information about the handling of the Buyer's complaint to the Buyer's email address.

8.3. The Seller is authorized to sell goods and provide services on the basis of a trade license. Trade licensing supervision is carried out, within its competence, by the relevant Trade Licensing Office. Supervision of personal data protection is carried out by the Office for Personal Data Protection. The Czech Trade Inspection Authority carries out, to the extent defined by law, among

other things, supervision of compliance with Act No. 634/1992 Coll., on Consumer Protection, as amended.

8.5. The Buyer hereby assumes the risk of a change in circumstances within the meaning of Section 1765(2) of the Civil Code.

9. PERSONAL DATA PROTECTION

9.1. The protection of the personal data of a Buyer who is a natural person is governed by Act No. 110/2019 Coll., on the Processing of Personal Data, as amended.

9.2. The Buyer agrees to the processing of the following personal data: first name and surname, residential address, identification number, tax identification number, email address, telephone number and date of birth (hereinafter collectively the "Personal Data").

9.3. The Buyer agrees to the processing of Personal Data by the Seller for the purposes of exercising rights and obligations under the Purchase Agreement and for maintaining the User Account. Unless the Buyer chooses another option, the Buyer also agrees to the processing of Personal Data by the Seller for the purpose of sending information and commercial communications. Consent to the processing of Personal Data in the full scope of this Article is not a condition that, in itself, would prevent conclusion of the Purchase Agreement.

9.4. The Buyer acknowledges that they are obliged to provide their Personal Data (upon registration, in their User Account, and when placing an Order through the Store Web Interface) correctly and truthfully and to inform the Seller without undue delay of any change in their Personal Data.

9.5. The Seller may entrust a third party, as a processor, with the processing of the Buyer's Personal Data. Apart from persons transporting goods or providing services, the Seller shall not transfer Personal Data to third parties without the Buyer's prior consent.

9.6. Personal Data shall be processed for an indefinite period. Personal Data shall be processed electronically by automated means or in printed form by non-automated means.

9.7. The Buyer confirms that the Personal Data provided are accurate and that they have been informed that providing Personal Data is voluntary.

9.8. If the Buyer believes that the Seller or processor (Article 9.5) processes their Personal Data in a manner contrary to the protection of the Buyer's privacy and personal life or contrary to law, in particular if the Personal Data are inaccurate with regard to the purpose of their processing, the Buyer may: 9.8.1. request an explanation from the Seller or processor; 9.8.2. require the Seller or processor to remedy the situation.

9.9. If the Buyer requests information about the processing of their Personal Data, the Seller is obliged to provide such information. The Seller is entitled to charge a reasonable fee for providing such information, not exceeding the costs necessary to provide it.

10. SENDING COMMERCIAL COMMUNICATIONS AND STORAGE OF COOKIES

10.1. The Buyer agrees to receive information related to goods or services or the Seller's business at the Buyer's email address and further agrees to receive commercial communications from the Seller at the Buyer's email address.

10.2. The Buyer agrees to the storage of so-called cookies on their computer. If a purchase can be made on the Website and the Seller's obligations under the Purchase Agreement can be fulfilled without storing cookies on the Buyer's computer, the Buyer may withdraw the consent under the preceding sentence at any time.

11. DELIVERY

11.1. Notices may be delivered to the Buyer at the email address stated in their User Account or provided by the Buyer in the Order.

12. OUT-OF-COURT SETTLEMENT OF CONSUMER DISPUTES

Pursuant to Section 1820(1)(s) of the Civil Code and Section 14(1) and Section 20d et seq. of Act No. 634/1992 Coll., on Consumer Protection, the Seller informs the Buyer that a consumer may submit a proposal for out-of-court settlement of a consumer dispute to the body responsible for out-of-court settlement of consumer disputes, namely the Czech Trade Inspection Authority, via its website www.coi.cz. The Czech Trade Inspection Authority handles proposals for out-of-court settlement of consumer disputes in accordance with the applicable legal regulations and conditions. For the avoidance of doubt, no provision of these Terms and Conditions excludes the possibility for a consumer to assert a claim before a civil court.

The Czech Trade Inspection Authority, with its registered office at Štěpánská 44, 120 00 Prague 2, Company ID No.: 000 20 869, www.coi.cz, is competent for out-of-court settlement of consumer disputes arising from the Purchase Agreement. The online dispute resolution platform at <http://ec.europa.eu/consumers/odr> may be used to resolve disputes between the Seller and the Buyer arising from the Purchase Agreement.

13. FINAL PROVISIONS

13.1. If the relationship established by the Purchase Agreement contains an international (foreign) element, the parties agree that the relationship shall be governed by Czech law. This does not affect the rights of consumers arising from generally binding legal regulations.

13.2. If any provision of the Terms and Conditions is invalid or ineffective, or becomes invalid or ineffective, the invalid provision shall be replaced by a provision whose meaning is as close as possible to that of the invalid provision. The invalidity or ineffectiveness of one provision shall not affect the validity of the remaining provisions. Amendments and supplements to the Purchase Agreement or the Terms and Conditions must be made in writing.

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

13.4. Seller's contact details: delivery address Vivid House, Návesní 233, Mladcová, 760 01 Zlín, email vividhouse@seznam.cz, telephone +420 731 513 258.

In Zlín, 22 October 2024