

TERMS AND CONDITIONS

of the company **Vivid House s.r.o.**,

with its registered office at 233 Návesní Street, Mladcová, 760 01 Zlín, identification number: 293 77 251, registered in the Commercial Register kept by the Regional Court in Brno, Section C, Insert 76752, for the provision of physical education and sports services in the field of ice hockey, fitness, yoga, tchai ti, health physical education and exercises for health and fitness through a web interface located at vividhouse.cz and vividhockey.cz

1. INTRODUCTORY PROVISIONS

1.1. These Terms and Conditions (hereinafter referred to as "Terms and Conditions") of the company Vivid House s.r.o. with its registered office at Návesní 233, Mladcová, 760 01 Zlín, identification number: 293 77 251, registered in the Commercial Register kept at the Regional Court in Brno, Section C, Insert 76752 (hereinafter referred to as "Seller") regulate, in accordance with the provisions of Section 1751(1) of Act No. 89/2012 Coll, Civil Code (hereinafter referred to as the "Civil Code"), the mutual rights and obligations of the parties arising in connection with or on the basis of the purchase contract (hereinafter referred to as the "Purchase Contract") concluded between the Seller and another natural person (hereinafter referred to as the "Buyer") through the Seller's online shop. The online shop is operated by the Seller on the website located on the internet address vividhouse.cz and vividhockey.cz (hereinafter referred to as the "Website"), through the interface of the website (hereinafter referred to as the "interface of the shop").

1.2. The Terms and Conditions do not apply to cases where the person who intends to purchase goods/services from the Seller is a legal person or a person who acts in the course of ordering goods/services in the course of his/her business or in the course of his/her independent exercise of his/her profession.

1.3. Provisions deviating from the terms and conditions may be agreed in the purchase contract. Deviating provisions in the contract of sale take precedence over the provisions of the terms and conditions.

1.4. The provisions of the terms and conditions are an integral part of the purchase contract. The Purchase Agreement and the Terms and Conditions are drawn up in the Czech language. The contract of sale may be concluded in Czech language.

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

2. USER ACCOUNT

2.1. Based on the buyer's registration made on the website, the buyer can access their user interface. From his/her user interface, the Buyer can order goods and services (hereinafter referred to as "user account"). If the web interface of the shop allows it, the Buyer can also order goods/services without registration directly from the web interface the shop.

2.2. When registering on the website and when ordering goods and services, the buyer is obliged to provide correct and truthful information. The buyer is obliged to update the information provided in the user account when making any changes. The information provided by the Buyer in the user account and when ordering goods and services is considered correct by the Seller.

2.3. Access to the user account is secured by email and password. The buyer is obliged to maintain confidentiality regarding the information necessary to access his 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 does not use the user account for more than 1 year or if the Buyer breaches his obligations under the purchase agreement. Of the contract (including commercial terms and conditions).

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

3. CONCLUSION OF THE PURCHASE CONTRACT

3.1. All presentation of goods and services placed in the web interface of the shop is of informative nature and the seller is not obliged to conclude a purchase contract regarding these goods and services. Section 1732(2) of the Civil Code shall not apply.

3.2. The web interface of the shop contains information about the goods and services, including the prices of the individual goods and services. The prices of goods and services are inclusive of value added tax and all related charges. The prices of goods and services 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.

3.3. The web interface of the shop also contains information on the costs associated with packaging and delivery of goods. The information on packaging and delivery costs provided in the web interface of the shop is only valid in cases where the goods are delivered within the territory of Czech Republic Republic.

3.4. To order goods or services, the buyer fills in the order form in the web Order form contains in particular information about:

3.4.1. the goods or services ordered (the goods or services ordered are "inserted" by the buyer into the electronic shopping basket of the web interface of the shop),

3.4.2. the method of payment purchase price for goods or services

3.4.3. Data on the required method delivery ordered goods

3.4.4. information on the costs associated with the delivery of the goods (hereinafter collectively referred to as "Order").

3.5. Before sending the order to the Seller, the Buyer is allowed to check and change the data that the Buyer has entered into the order, including with regard to the Buyer's ability to detect and correct errors arising from the data entered into the order. The Buyer sends the order to the Seller by clicking on the "Order or Binding Order" button. The data provided in the order is considered correct by the Seller. The Seller shall confirm receipt of the order to the Buyer immediately upon receipt by e-mail to the Buyer's e-mail address specified in the user interface or in the order (hereinafter referred to as referred to as "electronic address of the Buyer").

3.6. The Seller is always entitled, depending on the nature of the order (quantity of goods or services, amount of the purchase price, estimated shipping costs) to ask the Buyer for additional confirmation of the order (for example in writing or by telephone).

3.7. The contractual relationship between the Seller and the Buyer is established by delivery of the acceptance of the order (acceptance), which is sent by the Seller to the Buyer by electronic mail to the following address electronic e-mail of the Buyer.

3.8. The buyer agrees to the use of remote communication means in concluding the purchase contract. The costs incurred by the Buyer in using distance communication means in connection with the conclusion of the Purchase Contract (internet connection costs, telephone call costs) shall be borne by the Buyer, without any difference from the basic rate.

3.9. In the event that there is an obvious technical error on the part of the Seller when quoting 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 for this obviously erroneous price, even if the Buyer has been sent an automatic order confirmation according to these Terms and Conditions. In such a case, the Seller shall inform the Buyer of the error without undue delay and shall send the Buyer an amended offer, which shall be deemed to be a new draft purchase contract, in which case the purchase contract shall be concluded by the Buyer's confirmation of acceptance.

4. PRICE OF GOODS/SERVICES AND PAYMENT TERMS

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

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

4.3. The Seller does not require a deposit or other similar payment from the Buyer. This is without prejudice to the provisions of Article 4.5 of the Terms and Conditions regarding the obligation to pay the purchase price of the goods/services in advance.

4.4. In the case of non-cash payment, the Buyer's obligation to pay the purchase price is fulfilled at the moment of crediting the relevant amount to the account of the seller.

4.5. The Seller is entitled, especially if the Buyer fails to confirm the order (Article 3.6.), to demand payment of the full purchase price before the goods are shipped. 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 cannot be combined.

5. WITHDRAWAL FROM THE PURCHASE CONTRACT

5.1. The Buyer acknowledges that according to the provisions of Section 1837 of the Civil Code, it is not possible to withdraw from, among other things, a contract for the delivery of goods that have been modified according to the Buyer's wishes or for the Buyer's person, a contract for the delivery of perishable goods, as well as goods that have been irreversibly mixed with other goods after delivery. Similarly, a contract for the supply of goods in sealed packaging which the consumer has removed from the packaging and which cannot be returned for hygiene reasons or where the original packaging has been damaged cannot be withdrawn.

5.2. Unless the case referred to in Article 5.1 or any other case in which the purchase contract cannot be withdrawn from, the buyer 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 1829(1) of the Civil Code, provided that if the subject of the purchase contract is several types of goods or the delivery of several parts, this period shall run from the date of receipt of the last delivery of goods. Withdrawal from the purchase contract must be sent to the seller within the period specified in the previous sentence to the electronic address Seller's [.vividhouse@seznam.cz](mailto:vividhouse@seznam.cz)

5.3. In the event of withdrawal from the purchase contract according to Article 5.2 of the Terms and Conditions, the purchase contract is cancelled from the beginning. The goods must be returned to the Seller within fourteen (14) days of the withdrawal from the contract. If the Buyer withdraws from the Purchase Contract, the Buyer shall bear the costs of returning the goods to the Seller, even if the goods cannot be returned due to their nature by the usual postal means.

5.4. In the event of withdrawal from the contract pursuant to Article 5.2 of the Terms and Conditions, the Seller shall return the funds received from the Buyer within fourteen (14) days of the Buyer's withdrawal from the contract in the same manner as the Seller received them from the Buyer. If the Buyer withdraws from the Purchase Contract, the Seller shall not be obliged to return the funds received to the Buyer until the Buyer has returned the Goods to the Seller or provided evidence that the Seller has dispatched the Goods.

5.5. The seller is entitled to unilaterally set off the claim for payment for damage to the goods against the claim of the buyer for reimbursement the purchase price price.

5.6. The seller is entitled to withdraw from the purchase contract at any time until the buyer takes delivery of the goods. In this case, the Seller shall refund the purchase price to the Buyer without undue delay, in cash to the account from which the purchase price has been received.

5.7. If a gift is provided to the buyer together with the goods or services, the gift contract between the seller and the buyer is concluded with the condition that if the buyer withdraws from the purchase contract, the gift contract regarding such gift shall cease to be effective and the buyer shall be obliged to return the seller and the gift provided.

6. TRANSPORT AND DELIVERY OF GOODS/SERVICES

6.1. In the event that a method of transport is agreed upon at the specific request of the Buyer, the Buyer shall bear the risk and any additional costs associated with such method of transport.

6.2. If the seller is obliged under the contract of sale 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.

6.3. In the event that for reasons on the part of the Buyer it is necessary to deliver the goods repeatedly or by a different method than that 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 and, in the event of any defects, to notify the carrier immediately. If the packaging is found to be damaged, indicating unauthorized access to the shipment, the buyer is not obliged to accept the shipment from the carrier.

6.5. Other rights and obligations of the parties in the carriage of goods may be governed by special delivery terms and conditions of the seller, if issued by the seller.

7. RIGHTS ARISING FROM DEFECTIVE PERFORMANCE

7.1. The rights and obligations of the contracting parties with regard to rights arising from defective performance are governed by the relevant generally binding regulations (in particular the provisions of §§ 1914 to 1925, §§ 2099 to 2117 and §§ 2161 to 2174 of the Civil Code Code).

7.2. The seller shall be liable to the buyer, that the goods upon receipt are free from defects. In particular the seller shall be liable to the buyer, that at the time the buyer takes over the goods:

7.2.1. the goods have the characteristics agreed between the parties and, in the absence of an agreement, have the characteristics described by the seller or manufacturer or expected by the buyer having regard to the nature of the goods and on the basis of advertising by them carried out,

7.2.2. the goods are fit for the purpose for which the seller states they are to be used or for which the goods are of this kind usually used,

7.2.3. the goods correspond in quality or workmanship to the agreed sample or specimen, if they have been quality or workmanship determined according to the agreed sample or pattern,

7.2.4. the goods are in the corresponding quantity, measure or weight and

7.2.5. the goods satisfies the requirements of legal regulations.

7.3. The provisions referred to in Article 7.2 of the Terms and Conditions shall not apply to goods sold at a lower price for a defect for which the lower price was agreed, for wear and tear caused by normal use, for used goods for a defect corresponding to the level of use or wear and tear that the goods had when taken over by the buyer, or if this results from the nature of the goods.

7.4. If the defect becomes apparent within twelve months of receipt, the goods shall be deemed to have been defective already when receipt.

7.5. The rights from defective performance are exercised by the buyer with the seller via the electronic address vividhouse@seznam.cz . The moment of the claim is considered to be the moment when the seller received from the buyer the claimed goods.

7.6. Other rights and obligations of the parties related to the seller's liability for defects may be regulated by the seller's complaint rules.

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. Out-of-court settlement of consumer complaints is provided by the Seller through the electronic address vividhouse@seznam.cz . Information on the settlement of the Buyer's complaint shall be sent by the Seller to the electronic address of the buyer.

8.3. The seller is entitled to sell goods and provide services on the basis of a trade license. Trade control is carried out within the scope of its competence by the competent trade authority. Supervision of the protection of personal data is carried out by the Office for Personal Data Protection. The Czech Trade Inspection Authority supervises, among other things, compliance with Act No 634/1992 Coll., on Consumer Protection, as amended. Regulations.

8.5. The Buyer hereby assumes the risk of change of circumstances within the meaning of § 1765 paragraph 2 of the Civil Code.

9. PROTECTION OF PERSONAL DATA

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

9.2. The Buyer consents to the processing of the following personal data: name and surname, home address, identification number, tax identification number, e-mail address, telephone number and date of birth (hereinafter collectively referred to as "Personal Data").

9.3. The Buyer agrees to the processing of Personal Data by the Seller for the purposes of exercising the rights and obligations under the Purchase Agreement and for the purposes of maintaining the User Account. He/she does not choose-unless the Buyer chooses otherwise, the Buyer also consents to the processing of personal data by the Seller for the purpose of sending information and commercial communications to the Buyer. Consent to the processing of personal data in its entirety pursuant to this Article is not a condition that would in itself prevent the closing purchase contract.

9.4. The Buyer acknowledges that he/she is obliged to provide his/her personal data (during registration, in his/her user account, when placing an order from the web interface of the shop) correctly and truthfully and that he/she is obliged to inform the Seller without undue delay of any change in their personal information.

9.5. The seller may entrust a third party as a processor to process the buyer's personal data. Except for persons transporting goods or providing services, personal data will not be transferred to third parties by the Seller without the prior consent of the Buyer.

9.6. Personal data will be processed for an indefinite period of time. Personal data will be processed in electronic form by automated means or in hard copy form by non-automated means. In an automated manner.

9.7. The purchaser confirms that the personal data provided is accurate and that he/she has been informed of this, that it is voluntary Provided to personal data.

9.8. In the event that the Buyer believes that the Seller or the Processor (Article 9.5) carries out processing of his/her personal data which is contrary to the protection of the Buyer's private and personal life or contrary to the law, in particular if the personal data are inaccurate with regard to in relation to the purpose their processing, may:

9.8.1. request the seller or the processor ask for an explanation,

9.8.2. require the seller or processor to remedy the situation.

9.9. If the buyer requests information about the processing of his/her personal data, the seller is obliged to provide him/her with this information. The seller shall be entitled to demand a reasonable remuneration for the provision of the information pursuant to the preceding sentence not exceeding the costs necessary to provide the information.

10. SENDING COMMERCIAL COMMUNICATIONS AND STORING COOKIES

10.1. The Buyer consents to the sending of information related to the Seller's goods or services or business to the Buyer's electronic address and further consents to the sending of business communications by the Seller to the Buyer's electronic address.

10.2. The Buyer agrees to the storage of cookies on his/her computer. In the event that 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 his consent according to the previous sentence at any time.

11. SUBMISSION

11.1. The Buyer may be served at the e-mail address indicated in his user account or specified by the buyer in the order.

12. OUT-OF-COURT SETTLEMENT OF CONSUMER DISPUTES

Pursuant to the provisions of Section 1820(1)(s) of the Civil Code and Section 14(1) and Section 20d et seq. Of Act No. 634/1992, on Consumer Protection, the Seller informs that the consumer may apply for out-of-court settlement of a consumer dispute to the consumer dispute resolution body, which is the Czech Trade Inspection Authority, namely website www.coi.cz. The Czech Trade Inspection Authority handles proposals for out-of-court settlement of consumer disputes in the manner and under the conditions set out in the relevant legislation. For the avoidance of doubt, nothing in these terms and conditions excludes the possibility for consumers to bring their claims before a civil court.

The Czech Trade Inspection Authority (Česká obchodní inspekce), with its registered office at Štěpánská 44, 120 00 Prague 2, ID No: 000 20 869, internet address: www.coi.cz, is competent for the out-of-court settlement of consumer disputes arising from a purchase contract. The online dispute resolution platform located at <http://ec.europa.eu/consumers/odr> can be used to resolve disputes between the seller and the buyer under the purchase contract.

13. FINAL PROVISIONS

13.1. If the relationship established by the Purchase Contract contains an international (foreign) element, the parties agree that the relationship is governed by Czech law. This is without prejudice to the consumer's rights arising from generally binding legal regulations.

13.2. 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 to the contract of sale or commercial terms and conditions require written form.

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**, e-mail **vividhouse@seznam.cz**, telephone **+420 731 513 258**.

In Zlín on 22.10.2024