

Summary of Business Terms

The online store at digibolt.online is operated by a company Elko Intelligence s.r.o., based in Děčínská 552/1, Střížkov, 180 00 Praha 8, ID number 14159635, recorded in the Commercial Register at the Municipal Court in Prague, Section C, File No. 361342, Tax Identification No. CZ14159635. You can contact us via our email or phone.

As soon as you send your order through the online store, a contract is concluded. We will confirm the acceptance of the order and the conclusion of the contract by email.

Make your payment within 2 days of entering the contract or later depending on the selected payment method.

The purchase of each of digital goods is subject to the terms and conditions set by the Retailer, in addition to these terms. We serve merely as a technical platform to deliver the digital goods to you. Refer to Article 3 of the full terms and conditions for detailed description of the nature of the goods/services offered to you, and respective rights and responsibilities, as well as limitations.

We will deliver all digital goods to you with your consent before the expiry of the statutory withdrawal period, which for this reason cannot be exercised after delivery of the content. Delivery of the digital goods will be made via an electronic link.

Please refer to the full terms and conditions below for liability rights.

General Provisions

- 1.1. **Scope of the Terms and Conditions.** These terms and conditions govern the conclusion of contracts between us as the merchant and you as the customer through the online store and our and your rights and obligations arising from the contracts. The terms and conditions also include mandatory information. Information about the processing of personal data can be found in a separate document on our website. The terms and conditions become effective on 8.04. 2024.
- 1.2. **Used Terms.** In our terms and conditions, we use the following terms:
 - 1.2.1. *We*, which means the merchant, namely a company Elko Intelligence s.r.o., based in Děčínská 552/1, Střížkov, 180 00 Praha 8, ID number 14159635, recorded in the Commercial Register at the Municipal Court in Prague, Section C, File No. 361342, Tax Identification No. CZ14159635.
 - 1.2.2. *You*, which means the customer, i.e., the second contracting party different from us, which may be one of the following entities:
 - 1.2.2.1. *consumer*, which is a person not acting within the scope of their business or self-employment,
 - 1.2.2.2. *entrepreneur*, which is a natural person or legal entity acting within the scope of their business or self-employment.
 - 1.2.3. *Online Store*, which is our web interface located at the web address digibolt.online, where you where you can see what we offer, and you can order goods from what we offer.
 - 1.2.4. *Email*, which is electronic mail that can be used to contact us at the email address available at the web address of our online store.
 - 1.2.5. *Phone*, which can be used to contact us at the telephone number available at the web address of our online store.

- 1.2.6. *Contracts*, which are contracts for the provision of digital goods.
- 1.2.7. *Goods*, i.e. digital goods from our offer listed in the online shop or described in the contract.
- 1.3. **The relationship of the Terms and Conditions and the contract.** The Terms and Conditions are an integral part of contracts. Different agreements in the contract have priority over the Terms and Conditions.
- 1.4. **The contract and the Terms and Conditions and legislation.** Rights and obligations not regulated by the Terms and Conditions or by the contract are governed by the laws of the Czech Republic, especially by Act No. 89/2012, The Civil Code, and Act No. 634/1992, on Consumer Protection, in accordance with the laws of the European Union, especially Directive 2011/83/EU on Consumer Rights and Directive 2000/31/EC on Electronic Commerce. In the case of a conflict between the Terms and Conditions, or the contract, and a law regulation, unless it is a matter which may be dealt with differently by a contract, the respective law regulation has priority.
- 1.5. **Severability of the Terms and Conditions and the contractual agreements.** If any of the clauses of the Terms and Conditions or the contractual agreements becomes invalid, ineffective, or not being taken into account, this shall not affect the validity and enforceability of the remaining clauses of the Terms and Conditions and the contractual agreements.
- 1.6. **Relations with an international element.** The legal relations between you and us are governed in the presence of an international element by the Czech law and Czech courts are competent for dealing with any disputes. The United Nations Convention on Contracts for the International Sale of Goods (Vienna Convention) shall not apply.
- 1.7. **Complaint resolution.** Any complaints and disputes between you and us can be resolved:
- 1.7.1. out-of-court in proceedings conducted by the Czech Trade Inspection Authority (adr.coi.cz) or via the online dispute resolution platform established by the European Commission (ec.europa.eu/consumers/odr),
- 1.7.2. via email on our e-mail address,
- 1.7.3. by phone at our phone number.
- 1.8. **Supervisory Authorities.** Our activities are monitored and supervised by state authorities of the Czech Republic, to which you can address your complaints in accordance with the laws governing their scope and powers. The state supervisory authorities include in particular:
- 1.8.1. The Czech Trade Inspection Authority,
- 1.8.2. trade authorities,
- 1.8.3. The Office for Personal Data Protection.

Ordering goods and contract conclusion

- 2.1. **Ordering goods from the online shop.** The goods in our online shop can be ordered by submitting your order for the goods described in our online shop via the online shop. This order is binding and its delivery to us constitutes a contract. Acceptance of our offer with an amendment or deviation is not possible and is considered a counteroffer on your part.
- 2.2. **Ordering goods via the Internet.** You can order goods through the online shop by selecting the goods offered, logging into your user account or creating a new user account, filling in the required data and submitting your order using the "Checkout" button, which will conclude the contract. Before submitting your order, you will be given the opportunity to check and, if necessary, change the details you have entered.

2.3. **Confirmation of order acceptance.** We will confirm the successful acceptance of your order and the conclusion of the contract by sending an email to your email address with the email message. This email will include:

2.3.1. confirmation of the contract's conclusion and its content,

2.3.2. our terms and conditions, which also include mandatory information.

In case of incompleteness or incorrectness of the order, we will ask you to complete it or inform you of the impossibility of conclusion the contract.

2.4. **Language and contract storage.** Contracts are concluded in the English language. We save the concluded contracts for our own use, and they are not accessible.

Concluded contracts and their content

3.1. **Change and termination of the contract.** Concluded contracts cannot be unilaterally changed or terminated; such actions can only be taken based on mutual agreement, legal regulations, or terms and conditions.

3.2. **Content of the digital goods supply contract.** Under the agreement to deliver digital goods, we are obliged to make the ordered digital goods available to you for your own use in the agreed manner on an intangible medium, and you are obliged to allow us to deliver such goods and pay us the total price, which consists of the price of the ordered goods, the price of payment, the price of delivery of the goods and the price of any additional services ordered.

3.3. **Method of provision.** We provide the digital goods via an electronic link sent or otherwise displayed to you. If you are a consumer, you agree that we can commence the provision of digital goods before the expiry of the withdrawal period, resulting in the termination of the right of withdrawal.

3.4. **Nature of digital goods.** When you purchase digital goods from us, remember that they are issued by third-party retailers ("Retailers"). The purchase of each of digital goods is subject to the terms and conditions set by the Retailer, in addition to these terms. We serve merely as a technical platform to deliver the digital goods to you. Retailers determine the expiration dates and other conditions for their digital goods. Furthermore, we do not make any guarantees regarding scope, quantity, or quality of content/other goods on platforms/stores operated by the Retailers, where our digital goods can be redeemed. Make sure to read the Retailer's terms and conditions before buying any digital goods from our online store.

3.5. **Responsibility for digital goods.** If you have any questions about the Retailer's terms, reach out to the Retailer directly. Retailers, not us, are responsible for any costs or liabilities you or others may incur due to the Retailer or their products or services. We are not obligated to mediate any disputes between you and any Retailer. You understand and agree that we are exempt from any liabilities related to any actions or lack thereof by a Retailer. After you purchase a digital good, we are not responsible or liable if a Retailer discontinues it or refuses to redeem it (including due to insolvency, external administration, or forced closure).

3.6. **Top-up transactions.** In certain cases, our obligation from the agreement is to facilitate a top-up transaction to credit some funds on a target account. In such cases, you instruct us to make the transaction and act as the solely responsible person, and represent and warrant that such transaction will not any way lead to fraud and/or circumvent applicable regulations, sanctions, and export restrictions.

3.7. **Protection of intellectual property.** If we deliver goods protected by intellectual property rights (especially copyrights, trademarks, industrial designs, patents, and utility models), the contract does not grant you a license to exercise intellectual property rights. Goods protected by copyright can only

be used for personal use by individuals and for the internal needs of legal entities. Especially, you are not allowed to reproduce, further sell, rent, or otherwise provide access to third parties.

- 3.8. **Discounts and promotions.** For discount or other marketing events, individual discounts and benefits cannot be combined unless stated otherwise.
- 3.9. **Gifts and bonuses.** If gifts or other bonuses are provided under the contract, it is done based on a gift contract, and we are not responsible for defects in these gifts or bonuses. The existence of a gift contract depends on the existence of the main contract, and the gift contract is concluded with the condition of its termination in case of the termination of the main contract.
- 3.10. **Discount coupons and gift vouchers.** Discount coupons and gift vouchers can be used under agreed conditions or the conditions stated on the coupon or voucher. Unless specified otherwise, they can only be used with us, and their validity period is limited to one year from the date of issuance.

Payment terms and delivery terms

- 4.1. **Payment methods.** The total price can be paid by the methods that can be found on the corresponding page in our online store.
- 4.2. **Time for payment.** You are obliged to pay the total price either before delivery of the goods, on receipt of the goods, or later, depending on the agreed payment method. If the total price is to be paid before delivery of the goods, you are obliged to pay it within 2 days of the conclusion of the contract. If the total price is to be paid through a payment service provider, the total price is paid by crediting the amount of money to our account with the payment service provider.
- 4.3. **Electronic transmission of tax documents.** You agree that we will issue and send you an invoice (tax document) in electronic form to your e-mail address provided at the time of ordering.
- 4.4. **Delivery restrictions.** Delivery of the goods will be made only to the country which has been marked as target territory when selecting the digital goods from our catalogue.
- 4.5. **Time for delivery of goods.** The agreed time for delivery of the goods starts from the payment of the total price. We will make the goods available to you without undue delay, usually within the next business day after the payment.
- 4.6. **Consent to the delivery and provision of digital goods.** Depending on the agreed delivery time, the goods may be delivered to you before the expiry of the withdrawal period, whereby you as a consumer have no right to withdraw from such contracts within 14 days, to which you agree.

Right of withdrawal

- 5.1. **General withdrawal.** Withdrawal from a concluded contract shall terminate the contract from the outset and the parties shall be obliged to reimburse each other for everything they have provided on the basis of the cancelled contract. The withdrawal from the contract also cancels the contract of gift dependent on it. The right of withdrawal may be exercised subject to the conditions set out in the terms and conditions or where provided for by law.
- 5.2. **Our right to withdraw from the contract.** We have the right to withdraw from the concluded contract at any time from the date of conclusion of the contract until the moment you take over the goods from us, for the following reasons:
 - 5.2.1. failure to provide information or other cooperation,
 - 5.2.2. misuse of our online shop ordering system or sales channel,

- 5.2.3. providing incorrect information when ordering,
 - 5.2.4. ordering at a price significantly lower than the normal price, if our offer at this price was made as a result of an error or mistake by our online shop or sales channel,
 - 5.2.5. other worthy of special consideration.
- 5.3. **The consumer's legal right to withdraw from the contract.** If you are a consumer, you have the right to withdraw from a concluded contract for the supply of digital goods within 14 days from the date of conclusion of the contract.
- 5.4. **Impossibility to withdraw from the contract.** You do not have the right to withdraw from contracts:
- 5.4.1. for the delivery of digital goods that is not delivered on a tangible medium after performance has begun,
 - 5.4.2. for the provision of services if they have been provided in full,
 - 5.4.3. others, if so provided by law.
- 5.5. **Method of withdrawal.** If you have a right of withdrawal and wish to withdraw from the contract, you may do so by a unilateral legal act delivered to us, preferably by
- 5.5.1. by filling in the sample withdrawal form attached to the terms and conditions and sending it
 - 5.5.1.1. by post to our registered office,
 - 5.5.1.2. by e-mail to our e-mail address.
- 5.6. **Preservation of the time limit.** If you are a consumer, it is sufficient to meet the withdrawal deadline if you send us your withdrawal on the last day of the withdrawal period.
- 5.7. **Refund after withdrawal.** If you withdraw from the contract as a consumer, we will refund the money you have paid within 14 days of receipt of your withdrawal. We will return the funds to you in the same way we received them from you or in any other way we agree, provided that you do not incur additional costs.
- 5.8. **Obligations after withdrawal from a digital goods contract.** If you withdraw from the digital goods Agreement, you are obliged to refrain from using the digital goods, including providing it to a third party, and we may prevent you from further use of the digital goods, in particular by making the digital goods or your user account unavailable to you. If a tangible medium has been handed over to you in connection with the provision of the digital goods, you will hand it over to us without undue delay upon our request.

Claims for defects in goods

Defects in the goods (digital goods)

- 6.1. **Our liability for defects in digital goods.** We are responsible for ensuring that the digital good is free from defects for the duration of the obligation to provide it. If the digital good is not to be provided for a specific period of time, but if the performance consists only of a single act or a sequence of acts, we are liable to you for the digital goods being free from defects at the time it is made available. In particular, we are responsible for ensuring that the digital good:
- 6.1.1. conforms to the agreed description and scope, as well as quality, functionality, compatibility, interoperability and other agreed characteristics,
 - 6.1.2. it is fit for the purpose for which you require it and to which we have agreed, and that

6.1.3. is provided with the agreed accessories and instructions for use, including installation instructions, and user support.

We are also responsible for ensuring that the digital good meets the following requirements in addition to the agreed features; this does not apply if we have advised you before the conclusion of the contract that certain features of the digital goods are different, and you have agreed to this:

6.1.4. is provided with the agreed accessories and instructions for use, including installation instructions, and user support.

6.1.5. it is fit for the purpose for which digital good of this kind is normally used, including with regard to third party rights, legislation, technical standards or industry codes of conduct, where there are no technical standards,

6.1.6. the scope, quality and other features, including functionality, compatibility, accessibility, continuity and security, are consistent with the usual characteristics of digital goods of the same type that you can reasonably expect, including with respect to public statements made by us or by another person in the same contractual chain, in particular advertising or signage; we are not bound by a public statement if we were not aware of it or it was modified at the time of the conclusion of the contract in a manner at least comparable to the way in which it was made or it could not have influenced the decision to conclude the contract,

6.1.7. is supplied with the accessories and instructions for use that you can reasonably expect and corresponds to the trial version or preview that we made available to you before you entered into the Contract.

6.2. **Limitation of liability for defects in digital goods.** We are not liable to you for defects that

6.2.1. have arisen as a result of the failure to carry out the necessary updating,

6.2.2. caused by your inadequate hardware, software or network connection to access or use the digital goods necessary for the digital goods to function properly.

6.3. **The period for exercising the right.** You are obliged to view the digital goods as soon as possible to ascertain its characteristics and scope. You are obliged to assert your right under the liability for defects in the digital goods with us without undue delay, as soon as you are able to discover the defects, within the duration of our obligation to provide the digital goods and, if it is a one-off performance, you may assert a defect that becomes apparent in the digital goods within two years of making it available.

6.4. **The right to have the defect removed.** If the digital good is defective, you have the right to have the defect removed free of charge, unless it is impossible or unreasonably expensive to remove the defect.

6.5. **The right to a reasonable discount and to withdraw from the contract.** If we refuse or fail to remedy the defect, or the defect remains after remedy, or the defect is a material breach of contract, or it is clear from our statement or the circumstances that the defect will not be remedied within a reasonable time or without substantial inconvenience to you, you may claim a reasonable discount or rescind the contract. You do not have a right of withdrawal if the defect is insignificant. If you withdraw from the contract, paragraph 5.8 of these terms and conditions will apply.

6.6. **Refunds.** We shall refund any sums of money which we are required to return to you on account of defective performance at our own expense without undue delay, but at the latest within fourteen days of the date on which you exercised the relevant right on account of defective performance. In doing so, we shall use the same method as you used to pay us the total price, unless you expressly agree to a different method and incur no costs.

Complaints

- 6.7. **Method of claim.** If you wish to exercise your right under the liability for defects, you may do so:
- 6.7.1. by sending an e-mail to our e-mail address,
 - 6.7.2. by calling our phone number.
- 6.8. **Claim requirements.** When making a claim, you must:
- 6.8.1. prove that the digital good was purchased from us,
 - 6.8.2. tell us what defect you are complaining about and how you want the complaint to be handled. The requested method of handling the complaint cannot be subsequently changed without our consent.
- 6.9. **Complaint handling.** If you are a consumer, the claim will be settled within a reasonable time, no later than 30 days from the date of the claim, otherwise you have the right to withdraw from the contract or request a reasonable discount on the price. In other cases, your claim will be settled without undue delay, but no later than 45 days.
- 6.10. **Reimbursement of claim costs.** In the event that your claim is accepted, you are entitled to compensation for the necessary costs that have been reasonably incurred in exercising the right of liability for defects.
- 6.11. **Confirmation of claim.** If you are a consumer, when you exercise your right under the liability for defects, we will issue you with a written confirmation of when you exercised the right, what is the content of the claim and what method of claim settlement you require, as well as a confirmation of the date and method of claim settlement, including confirmation of the repair and the duration of the repair, or a written justification for the rejection of the claim.

Attachments

Withdrawal from the agreement

Addressee:

Elko Intelligence s.r.o.,
based in Děčínská 552/1, Střížkov, 180 00 Praha 8,
ID number 14159635,
Tax Identification No. CZ14159635

I / We *) hereby withdraw from the agreement on purchase of the following goods *) / provision of the following services *):

Order ID (optional, for faster handling of the request):

Date of order *) / Date of receiving goods *):

Name and surname of the consumer/consumers:

Address of the consumer/consumers:

Date:

Consumer's/consumers' signature (only if this form is sent on paper):

() Strike out irrelevant or fill in data.*