

**GENERAL TERMS AND CONDITIONS
AND COMPLAINTS PROCEDURES
FOR PROVISIONS OF SERVICES VIA INTERNET**

Terms of personal data protection

PORTAL WWW.ALBERT.PLUS

ESPRIT spol. s r.o.

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PART A) GENERAL TERMS AND CONDITIONS AND COMPLAINTS PROCEDURE FOR PROVISION OF SERVICES VIA INTERNETS

I. INTRODUCTORY PROVISIONS AND DEFINITIONS

1.1. By submitting an order for Services, the Customer confirms that (i) they consent to these Terms and Conditions and to the price of the offered Services as valid and effective at the time of sending the order to the Provider, (ii) they have read these Terms and Conditions and have no objections to them, otherwise they will not execute the order of the Services and (iii) they are aware of the obligation for the ordered Services provided by the Provider to make the payment before the actual provision of the Services.

1.2. These General Terms and Conditions and the Complaints Procedure for the Provision of Services via the Internet (hereinafter referred to as the "**Terms and Conditions**") regulate the conditions for the provision of Services and legal relations between the Provider and the Customer who orders the Services through the Provider's Internet portal www.albert.plus (hereinafter referred to as the "**Portal**") and they are an integral part of the Agreement concluded between the Provider and the Customer.

1.3. The operator of the Portal and the provider of the Services is the company **ESPRIT spol. s r.o.**, ID: 31 563 538, registered office: Pletiariska 2, 969 01 Banská Štiavnica, Slovak Republic, registered in the Commercial Register of the District Court of Banská Bystrica, section: Sro, file number: 421/S, email address: kocicky@esprit-bs.sk, phone number: +421 905 874 916, responsible person: Mgr. Dusan Kocicky, PhD. (hereinafter referred to as the "**Provider**").

1.4. Customer of the Service is a person who is interested in the Service provided by the Provider through the Portal in accordance with and under the conditions set out in these Terms and Conditions, and (i) has consumer status within the scope of consumer protection legislation or (ii) does not have consumer status (hereinafter referred to as the "**Customer**"); in such a case, the provisions of the Business Terms and Conditions resulting from the special legal regulations for consumer protection do not apply to the Customer referred to in point (ii) and the provisions of the Business Terms and Conditions shall not apply to the specified extent.

1.5. The Service is the provision of data on real estate located in the territory of the Slovak Republic through the Portal to the Customer in the scope, manner and under the conditions that will be published on the Portal (hereinafter referred to as the "**Service**").

1.6. The Service Provision Agreement means the agreement between the Provider and the Customer, the subject of which are the Services ordered by the Customer via the Provider's Portal as a means of long-distance communication, which will be concluded in accordance with Article II. Terms and Conditions (hereinafter referred to as the "**Agreement**").

1.7. Capitalized terms in these Terms and Conditions have the meanings defined in these Terms and Conditions.

II. THE METHOD OF ORDERING THE SERVICE AND CONCLUDING THE CONTRACT

2.1. Prior to submitting an order for the Services on the Portal to the Provider, the Customer is obliged to check the box "I agree with the general terms and conditions and the complaint procedure", whereby the Customer indicates that they have read the Terms and Conditions and they know the price of the offered services, they fully understand their content and consent to it. At the same time, the Customer acknowledges and confirms that the obligation to pay for the ordered Services is accompanied by a fee determined by the Provider to be paid in advance before the actual provision of the Service.

2.2. Ordering Services through the Portal can be made after registering the Customer in the Portal system, and the Customer is obliged to provide the data necessary for their proper identification and delivery of the Service to the Customer (registration and login email and password) and subsequent invoicing (name and surname, invoicing address, or phone number).

2.3. The Customer shall order the Services through the Portal by selecting the required Service of interest in the Provider's offer of Services published on the Portal. After completing the selection, the Customer will be guided to the correct completion of the Service order and to pay the price of the Service (selection of the service, filling in the data required for invoicing and delivery of the Service, method of payment and subsequent confirmation of the Service order with the obligation to pay for the ordered Services).

2.4. By paying the price of the Service, the Contract is concluded. At the Customer's email address specified during registration the Provider shall confirm to the Customer the acceptance of the order for the Services and the conclusion of the Contract. The confirmation shall include an invoice containing a description of the Services ordered and the Terms and Conditions valid at the time of submitting the order for the Services, or alternatively a link where the Terms and Conditions can be downloaded.

2.5. After the payment of the price of the Services, the order for the Services is binding. Before paying the price of the Services, the Customer is not entitled to delivery of the ordered Services.

2.6. The Provider is entitled to refuse any orders for the Services to the Customer if (i) the Customer does not provide correct contact details without which the Service cannot be provided, (ii) the Customer has not paid the full price for the ordered Services or (iii) has not paid the price or part thereof for any from previous orders of the Services.

2.7. If the delivery of the Services ordered by the Customer who is a consumer (as defined in paragraph 1.4. of the Terms and Conditions) takes place within less than 14 days from the conclusion of the Contract (as defined in paragraph 2.4. Of the Business Conditions), the Customer who is a consumer (as defined in paragraph 1.4. Terms and

Conditions), hereby grants the Provider explicit consent to the provision of the Service before the expiration of the statutory period for the consumer to withdraw from the Contract. At the same time, the Customer, who is a consumer (as defined in paragraph 1.4. of the Terms and Conditions), acknowledges that by granting consent in accordance with this point, they lose the right to withdraw from the Contract after full delivery of the Services. The Customer, who is a consumer (as defined in paragraph 1.4. of the Terms and Conditions), hereby declares that they have been duly informed of the termination of the right to withdraw from the Contract under this clause, as well as their obligation to pay the price of the Services under the terms of these Terms and Conditions.

2.8. The Contract is concluded for a definite period, starting from the moment of payment of the price of the Service by the Customer according to paragraph 2.4. of Terms and Conditions until the time of delivery of the required Service to the Customer.

III. ORDER CANCELLATION AND WITHDRAWAL FROM THE CONTRACT

3.1. The Customer may cancel the Order for the Services free of charge no later than until the price for the ordered Service has been paid. After the payment of the price for the ordered Services, the Customer is not entitled to cancel the order for the Services, except in the cases specified in paragraph 3.3. or 3.4. of the Terms and Conditions, when the Customer, who is a consumer (as defined in paragraph 1.4. of the Terms and Conditions), is entitled to withdraw from the Contract.

3.2. If the provision of ordered or paid Services by the Provider is not possible for any reason or the Customer has not paid the price of the ordered Services in full, the Provider is entitled to cancel the order of Services, is obliged to immediately inform the Customer, and return the paid payment immediately, no later than 14 days.

3.3. The provisions of the Services by Provider to the Customer, who is a consumer (as defined in paragraph 1.4. of the Terms and Conditions) are governed by the § 7 paragraph 6 letter a) and l) of Act No. 102/2014 Coll. on Consumer Protection in the sale of goods or provision of services on the basis of a distance contract or a contract concluded outside the seller's premises according to which the Customer, who is a consumer (as defined in paragraph 1.4. of the Terms and Conditions) may not withdraw from the Contract, the subject of which is (i) provision of the Service, if its provision began with the express consent of the Customer before the expiration of the period specified by law for withdrawal from the Contract and the Customer has declared that they have been duly informed that by expressing this consent they lose the right to withdraw from the Contract after full provision of the Service; if the full provision of the Service has taken place or (ii) the provision of electronic content other than on a tangible medium, if its provision began with the express consent of the Customer and the Customer has stated that they have been duly informed that by expressing this consent they lose the right to withdraw from the Contract. The Customer's consent is set out in the paragraph 2.7. of the Terms and Conditions, whereby the Customer confirms such

consent by sending an order for the Services and the subsequent payment of their price.

3.4. If the Provider changes the method of providing the Services and these Services provided by the Provider will not have the character specified in the paragraph 3.3. of the Terms and Conditions, the Customer, who is a consumer (as defined in paragraph 1.4. of the Terms and Conditions), is entitled to withdraw from the Contract without giving a reason within 14 days following the conclusion of the Contract. The Customer, who is a consumer (as defined in paragraph 1.4. of the Terms and Conditions), is obliged to notify the Provider of the exercise of the right to withdraw from the Contract by a clear statement sent in paper form by post or e-mail to the address specified in the paragraph 1.3. of the Terms and Conditions or through the Portal; for this purpose, the Customer, who is a consumer (as defined in paragraph 1.4. of the Terms and Conditions), may use the example of withdrawal from the Contract, which is an annex to these Terms and Conditions. The withdrawal period is maintained if the Customer, who is a consumer (as defined in paragraph 1.4. of the Terms and Conditions), sends a notice of the exercise of the right to withdraw from the contract before the expiration of the withdrawal period. The Provider shall without undue delay confirm to the Customer, who is a consumer (as defined in paragraph 1.4. of the Terms and Conditions), the acceptance of the withdrawal from the Contract. Withdrawal from the Contract gives the Customer, who is a consumer (as defined in paragraph 1.4. of the Terms and Conditions), the right to a refund of all payments made to the Provider for the ordered Services for which they withdraw from the Contract. If the right to withdraw from the Contract to the Customer, who is a consumer (as defined in paragraph 1.4. of the Terms and Conditions), does not belong or if the provision of Services began during the period for withdrawal from the Contract with the Customer's consent (paragraph 2.7 of the Terms and Conditions), the Customer, who is a consumer (as defined in paragraph 1.4. of the Terms and Conditions), is obliged to pay the Provider the price for the Services actually provided by the day of delivery of the notice of withdrawal from the Contract. Payment, reduced by the Provider's justified claims under the previous sentence, will be returned to the Customer, who is a consumer (as defined in paragraph 1.4. of the Terms and Conditions), without undue delay, no later than 14 days from the date of delivery of the notice of withdrawal from the Contract to the Provider. The account specified by the Customer, who is a consumer (as defined in paragraph 1.4. of the Terms and Conditions), shall be stated in the notice of withdrawal from the Contract, otherwise it shall be returned to the to the account from which they made the payment for the Services.

3.5. The Customer who does not have the status of a consumer (as defined in paragraph 1.4. of the Terms and Conditions) has no right to withdraw from the Contract and cancel the order of the Services after the price for the ordered Services has been paid in accordance with this article of the Terms and Conditions.

IV. PRICE AND PAYMENT TERMS

4.1. All prices of the Services offered by the Provider are listed including valid VAT and their approval is confirmed by the Customer when submitting the order of the Services to the

Provider. The Customer is obliged to pay the price for the ordered Services in the manner specified in this article of the Terms and Conditions.

4.2. Payment for the ordered Services is made via the Besteron payment system designed to make payments between the Provider and the Customer in a real time (hereinafter referred to as the "Besteron"), by clicking on the online payment button, filling out the form or through another electronic solution that allows payment and will be located directly on the Portal. The Besteron payment system is operated by Pay Solutions, a.s., ID number: 47 866 233, registered office: Líščie údolie 119, 841 04 Bratislava, registered in the Commercial Register of the District Court Bratislava I, section: Sa, file number: 6004/B.

4.3. From the list of all available options on the Portal through which the payment can be made the Customer chooses the form of payment. Subsequently, the Customer chooses online payment by card or payment through the bank in which they maintain their bank account. After choosing the selected bank, the Customer is automatically redirected to its internet banking, where they log in using the data required by the bank in which the Customer has a current account. After logging in to the internet banking, the Customer will be displayed a pre-filled payment order stating the amount, the variable symbol, and the bank account of the payee, which is Besteron. The Customer shall confirm the payment order in the manner required by their bank, in particular by clicking on the "Pay" or "Send Payment" button or a button with the same or similar meaning. By clicking on the above button, the Customer agrees to pay for the ordered Services.

4.4. The moment of acceptance of the payment order means the moment when the payment service provider of the Customer has accepted the payment order, which was submitted directly by the Customer. If the moment of the receipt is not the business day of the Customer's payment service provider, the payment order is considered accepted on the next business day. The payment service provider may specify a time before the end of the business day after which each payment order received shall be deemed to have been received on the following business day.

4.5. The Customer as a payment service user may not revoke the payment order after the moment of acceptance of the payment order by the Customer's payment service provider.

4.6. Besteron will credit the Provider's account no later than two business days, while (i) payments received by 6:00 p.m. on a business day will be transferred to the Provider on the same business day, (ii) payments received after 6:00 p.m. may not be transferred to the Provider until the next business day, and (iii) payments received during non-working days and public holidays will be transferred to the Provider on the next business day.

4.7. The execution of a payment operation through Besteron is subject to the "General Terms and Conditions for the Provision of Besteron Payment Services" valid version of which is published on the website <https://www.besteron.sk/vseobecne-obchodne-podmienky>.

4.8. The price of the Services is considered paid in the moment of sending the payment by the Customer in accordance with the paragraph 4.3. of the Terms and Condition.

4.9. In the event of an obvious error in entering the price of the Service on the Portal (e.g., mistyping, error of system settings in the moment of entering the price, etc.), the Provider is not obliged to provide the Customer with the Service for such incorrectly stated price, even if the Service order is confirmed to the Customer. In the meantime, if the incorrect price of the Services is paid by the Customer, the Provider is entitled to withdraw from the Contract and return the paid price to the Customer.

V. DELIVERY OF THE SERVICE

5.1. The Service will be delivered to the Customer no later than within three business days from the crediting of the paid price of the Services in full to the Provider's bank account. If the Customer, who is a consumer (as defined in the paragraph 1.4. of the Terms and Conditions), does not give explicit consent to the delivery of the Service before the expiration of the statutory period for withdrawal from the Contract, the Service will be delivered to the Customer, who is a consumer (as defined in the paragraph 1.4. of the Terms and Conditions), within three business days after the expiration of the statutory period for withdrawal from the Contract.

5.2. Delivery of the Service to the Customer will take place in the electronic format ".pdf" or in another suitable format enabling the provision of the Service to the Customer, via the email entered by the Customer upon registration on the Portal or via the Portal.

5.3. The Service is considered delivered to the Customer in the moment when it will be made available to the Customer according to the paragraph 5.2. of the Terms and Conditions.

VI. Return policy

6.1. The Provider is liable for defects in the Service that the Service has provided at the time of its delivery to the Customer (hereinafter referred to as the "**Complaint**").

6.2. The Provider is not liable for defects of the Service that were caused, invoked, or otherwise given rise to by the Customer or a person close to him (hereinafter referred to as the "**Unjustified Complaint**"), third parties not related to the Provider or as a result of an unavoidable event, natural disaster, use of the Service contrary to the nature of the Service or the intervention of an unauthorized person.

6.3. For the purposes of the Complaint, defects of each delivered Service are assessed separately regardless of the fact that several Services have been ordered by one order, while defects of one Service do not establish a claim for defects from other Services provided properly and without defects in accordance with the Terms and Conditions; this does not apply only if the defective Service is an integral part of other Services which cannot be properly used due to a defect of this Service.

6.4. The Customer is obliged to file a Complaint of the provided Service directly with the Provider, either through the Portal, in writing by mail, or by email at the address specified in

the paragraph 1.3. of the Terms and Conditions, and the Customer is obliged to describe the defect accurately and unambiguously. When making a Complaint, the Customer must submit to the Provider an invoice delivered to it by the Provider and a confirmation of a payment for the Service provided, or another credible document proving the legitimacy of the Complaint, if required by the Provider. In case of non-fulfillment of the conditions stated in this paragraph, the Customer's Complaint will not be accepted. The Complaint does not apply to the Besteron payment system operator.

6.5. In the event of a defect that can be removed, the Customer has the right to have it removed properly, in a timely manner and free of charge. The Provider decides on the method of handling the Complaint while taking into account the rights of the Customer, and the Provider is obliged to eliminate the defect of the Service without undue delay. The Customer may, instead of eliminating the defect, request a replacement of the Service, if the Provider does not incur disproportionate costs due to the price of the Service or the severity of the defect. Instead of eliminating the defect the Provider may always replace the defective Service with a faultless one if this does not cause serious difficulties for the Customer. If the defect of the Service cannot be removed and it prevents the Service from being properly provided as a defect-free Service, the Customer has the right to exchange the Service or has the right to withdraw from the Contract. The same rights belong to the Customer in case of remediable defects of the Service, if the Service cannot be properly provided to the Customer due to a larger number of defects; a larger number of defects is considered when the Service has at least three remediable defects at the same time, each of these defects hindering the proper provision of the Service. If it is an irreparable defect of the Service, the Customer is entitled to a reasonable discount on the price.

6.6. The Provider shall without undue delay confirm to the Customer the acceptance of the Complaint either through the Portal, in writing by mail, via email, or in another suitable manner; or at the latest together with the proof of the handling of the Complaint, while in the confirmation the Provider shall precisely indicate the defect of the Service alleged by the Customer.

6.7. The Provider will process the Complaint immediately and in complex cases no later than within three (3) business days from the date of the Complaint being lodged by the Customer. In justified cases, the Provider will process the Complaint no later than thirty (30) days from the date of the Complaint being lodged by the Customer; the day of lodging the Complaint is considered to be the day of its notification to the Provider in accordance with the paragraph 6.4. of the Terms and Conditions. After the expiration of the time limit for processing the Complaint, the Customer has the right to withdraw from the Contract.

6.8. The Customer will be informed about the handling of the Complaint no later than thirty (30) days from the date of lodging the Complaint via the Portal, in writing by mail, via email, or in another suitable manner. At the same time the Customer will receive a

document with the confirmation of handling of the Complaint.

6.9. In the event of lodging an Unjustified Complaint by the Customer, the Provider is entitled to demand from the Customer a payment of all costs associated with its processing.

6.10. The provisions of this Section of the Terms and Conditions shall apply mutatis mutandis also in the event of a Complaint or motion of the Customer.

6.11. If the Customer, who is a consumer (as defined in the paragraph 1.4. of the Terms and Conditions), is not satisfied with the manner of handling the complaint or if they consider that the Provider has violated their rights, they are entitled to contact the Provider with a request for redress. In the event of the Provider rejecting this request or not responding to it within thirty (30) days from the date of its submission, the Customer, who is a consumer (as defined in the paragraph 1.4. of the Terms and Conditions), may submit a proposal to initiate alternative dispute resolution to the ADR (Alternative Dispute Resolution) entity. The costs associated with the alternative resolution of the dispute shall be borne by each of the parties to the dispute separately without the possibility of reimbursement. There is no fee for initiating an alternative dispute resolution with the Slovak Trade Inspection Authority; in the case of other entities, it may not exceed the amount of five euros, including VAT. The list of ADR entities is available on the website of the Ministry of Economy of the Slovak Republic <https://www.mhsr.sk/obchod/ochrana-spotrebitela/alternativne-riesenie-spotrebitelskych-sporov-1/zoznam-subjektov-alternativneho-riesenia-spotrebitelskych-sporov-1>.

The Customer, who is a consumer (as defined in the paragraph 1.4. of the Terms and Conditions), may use the dispute resolution platform available on the website <https://ec.europa.eu/consumers/odr> to submit a proposal for alternative dispute resolution.

6.12. The supervisory authority is the Slovak Trade Inspection, Bajkalská 21/A, 827 99 Bratislava.

VII. PERSONAL DATA PROTECTION

7.1. The conditions for the processing of the Customers personal data by the Provider in connection to provision of Services through the Portal and the Customer's rights in connection with the processing of their personal data by the Provider are set out in Part B) of the Terms of Personal Data Protection.

7.2. The conditions for the processing of personal data in connection with the use of the Besteron payment system are set out in the "Pay Solutions Privacy Policy", the valid wording of which is published on the website <https://www.besteron.sk/ochrana-osobnych-udajov>.

VIII. Copyright

8.1. The Service, as well as its individual components, are subject to copyright and the Customer is not entitled to further transfer the Service to a third party in any way, or to allow

its use by third parties or dissemination by third parties without the written consent of the Provider.

8.2. 8.2. The Provider pursuant to § 65 et seq. Act No. 185/2015 Coll. on Copyright and Related Rights, as amended (hereinafter referred to as the "Copyright Act") grants the Customer a non-exclusive license to use the Service or any part of the data contained therein, to an unlimited extent without material, territorial, time or other restrictions lasting after the termination of the Contract.

8.3. The Customer is entitled to use the Service, including all data specified in it, for its own use (writing, reading, and archiving data, exporting and importing data, generating print and digital outputs). The Customer is not entitled to process, combine, include in another database, publicly distribute, or make public, reproduce or modify, publicly display, perform or transmit the Service or individual data in all usual ways, including its extraction or re-utilization, without the written consent of the Provider. Likewise, the Customer is not entitled to transfer the Service or individual data contained therein to any third party.

IX. FINAL PROVISIONS

9.1. In case of any doubts about the provided Service, the Customer may contact the Provider directly via the Provider's contact details specified in the paragraph 1.3. of the Terms and Conditions or via the Portal to provide more detailed information about the offered Services.

9.2. Unless otherwise stated directly in the conditions of specific Services published on the Portal, the Service, including individual information and data contained therein, is for information purposes only and serves only for the purposes of the Customer. Use of the Service for legal purposes is possible only based on a special contract concluded between the Provider and the Customer on the basis of more detailed conditions and requirements of the Customer.

9.3. The individual potential risks listed in the Service are generated from input data with different positional accuracy. The information provided in the Service is not binding and does not provide a legal framework for activities such as land valuation, determination of current property conditions in relation to the quality of the territory, preparation of documents for the provision of bank loans, guarantees, documents for mining business, etc. The customer will use the available information at their own risk and risk. The Provider is not liable for any damages that would arise from the reckless use, evaluation, or possible misuse of the above information.

9.4. Legal relations that are not regulated by these Terms and Conditions are governed by Act No. 102/2014 Coll. on Consumer Protection in the sale of goods or provision of services on the basis of a distance contract or a contract concluded outside the seller's premises, as amended, Act No. 250/2007 Coll. on Consumer Protection, as amended, Act No. 22/2004 Coll. on Electronic Commerce, as amended, Act No. 391/2015 Coll. on Alternative Resolution of Consumer Disputes, as amended, Act No. 40/1964 Coll. Civil Code

as amended. If the Customer is not a consumer (paragraph 1.4. of the Terms and Conditions), the relations not regulated by these Terms and Conditions are governed by Act No. 513/1991 Coll. on The Commercial Code, as amended, and consumer protection legislation does not apply in this case. The provisions of Act No. 18/2018 Coll. on Personal Data Protection as amended, and Act No. 185/2015 Coll. on Copyright Law as amended, as well as other generally binding legal regulations also apply to legal relations.

9.5. The Provider is entitled to unilaterally change these Terms and Conditions, the price of the Service, delivery or payment terms at any time without prior notice to the Customer, except for those parts for which legal regulations require the consent of both parties. The Terms and Conditions and the price of the Services valid at the time of sending the order of the Services by the Customer will apply to the contractual relationship between the Provider and the Customer. The Provider may, if it is more favorable for the Customer, apply the wording of the new Terms and Conditions to the contractual relationship.

9.6. Documents are delivered by post or email; in this case, the documents are delivered to the Provider at the address specified in the paragraph 1.3. of the Terms and Conditions and the documents are delivered to the Customer to the address specified in the order or to the email used by the Customer during their registration. If a consignment sent by post to the address specified in this paragraph fails to be delivered, it is also possible to send them to the address specified in the Commercial Register or another register. Documents can also be delivered via the Portal.

9.7. By submitting an order for Services, the Customer confirms that (i) they consent to these Terms and Conditions and to the price of the Services offered as valid and effective at the time of submitting the order to the Provider, (ii) they have read these Terms and Conditions and have no objections to them, otherwise they will not execute the order of the Services and (iii) they are aware of the obligation to make the payment for the ordered Services provided by the Provider before the actual provision of the Services.

9.8. These Terms and Conditions shall enter into force and effect on 25. 11. 2020.

Annex No. 1 to the Terms and Conditions

THE EXAMPLE OF WITHDRAWAL FROM THE CONTRACT

(fill in and send this form only if you are a consumer and wish to withdraw from the Contract and at the same time if withdrawal from the Contract is possible in accordance with Act No. 102/2014 Coll. on Consumer Protection in the sale of goods or provision of services on the basis of a distance contract or a contract concluded outside the seller's premises or in accordance with the paragraph 3.4 of the Terms and Conditions)

The Customer [*name and surname of the Customer, address of the Customer*] hereby notifies the Provider, ESPRIT spol. s r.o., ID: 31 563 538, registered office: Pletárska 2, 969 01 Banská Štiavnica, Slovak Republic, registered in the Commercial Register of the District Court of Banská Bystrica, section: Sro, file number: 421/S, that they withdraw from the Service Agreement, the subject of which the Service was ordered by the Customer by the Customer's order from [*date*], order number [*number*].

I request to pay the payment for the ordered service to the account number [*fill in the account number*].

In on the

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Customer

Part B) Terms of personal data protection

I. INTRODUCTORY PROVISIONS AND DEFINITIONS

1.1. These conditions regulate the rules of protection of the Affected Person's personal data processed by the Operator in connection with providing services through the Operator's internet portal www.albert.plus (hereinafter referred to as "**Portal**") and the rights of the Affected Person in connection with the processing of their personal data by the Operator (hereinafter referred to as to "**Privacy Policy**").

1.2. The Operator of the Portal and the processor of personal data is the company **ESPRIT spol. s r.o.**, IČO: 31 563 538, registered office: Pletiariska 2, 969 01 Banská Štiavnica, Slovak Republic, registered in the Commercial Register of the District Court of Banská Bystrica, section: Sro, file number: 421/S, e-mail address: kocicky@esprit-bs.sk, phone number: +421 905 874 916, responsible person: Mgr. Dusan Kocicky, PhD. (hereinafter referred to as the "**Operator**").

1.3. The Affected Person means the person whose personal data will be provided to the Operator in the manner specified in Article II. of the Privacy Policy (hereinafter referred to as the "Affected Person").

1.4. The Affected Person provides their personal data via the Portal voluntarily, being responsible for the accuracy, completeness, and veracity of the personal data provided. The Operator is not liable for any damages that may occur to the Affected Person or any third party in connection with the provision of incorrect, incomplete, or false personal data via the Portal.

1.5. The processing of personal data of the Affected Person shall take place in accordance with Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016 on the protection of individuals with regard to the processing of personal data and on the free movement of such data (General Data Protection Regulation) (hereinafter referred to as "**GDPR**") and Act No. 18/2018 Coll. on Personal Data Protection and on Amendments to Certain Acts, as amended (hereinafter referred to as the "Act").

II. THE SCOPE OF PROCESSING AND OBTAINING PERSONAL DATA

2.1. The Operator processes the personal data of the Affected Person to the extent necessary and to the extent of the name, surname, billing address, registration email address, mobile number that the Operator obtains when Affected Person (i) registers on the Portal, (ii) completes the service order on the Portal, (iii) fills in the contact form on the Portal, (iv) conducting email, postal or telephone communication with the Operator or using the Portal.

2.2. When using the Portal, the Operator processes data that may indirectly identify the Affected Person, in particular data from the use of cookies, beacons, pixels and other similar programs operated on the Portal, in particular (i) information and data from

devices used by the Affected Person to access the Portal, which may include general information about the Affected Person's equipment, (ii) log data, which represents data and information that the Portal server automatically stores whenever the Affected Person accesses the Portal (in particular IP address, access time, hardware and software data , the number of clicks, the pages that the Affected Person will see or their order and the time that the Affected Person will spend on the site, and others), (iii) geolocation information about the location of the facility from which the Affected Person accesses the Portal and (iv) information obtained through cookie files and other programs for monitoring visitors, including cookies and monitoring programs of the Portal partners or the operators in social networks.

2.3. Cookies are small data files that are stored in a special browser mailbox on the Affected Person's computer. They are necessary for some functions of the Portal, such as logging in, and can also be used to monitor the behavior of the Affected Person on the Portal. Their use can be disabled in a web browser. These files are used by the Operator to identify the Affected Person's computer and to monitor the way they access the Operator's Portal. This allows the Operator to improve its services and better modify the Portal. The Operator does not use cookies that expose information stored on the hard drive or damage or otherwise endanger the computer of the Affected Person. By using the Portal, the Affected Person agrees to the use of cookies.

III. PURPOSE OF PERSONAL DATA PROCESSING

3.1. The Personal Data of the Affected Person shall be used by the Operator for the purpose of (i) concluding and fulfilling the contract between the Operator and the Affected Person and proper provision of services to the Affected Person (fulfillment of obligations of the Operator as a Service Provider, purchase history), (ii) providing customer support on the Portal and answering questions, inquiries, requests from the Affected Person, including exercising the rights of the Affected Person under the GDPR and taking action in connection with the inquiry, question or request, (iii) fulfilling the Operator's legal obligations towards the generally binding legal regulations, (iv) sending business and advertising information about other services or offers of the Operator and (v) protection of the legitimate interests of the Operator.

IV. PRÁVNÝ ZÁKLAD SPRACÚVANIA OSOBNÝCH ÚDAJOV

4.1. The legal basis for the processing of personal data is (i) the fulfillment of the contract for the purpose of providing the service to the Affected Person within the meaning of Article 6 paragraph 1 letter b) GDPR, (ii) fulfillment of legal obligations within the meaning of Article 6 paragraph 1 letter c) GDPR, in particular tax, accounting and archiving obligations, (iii) the legitimate interest of the Operator within the meaning of Article 6 paragraph 1 letter f) GDPR, which has a legitimate interest in ensuring the proper operation of the Portal and all its functionalities, optimizing and improving the Operator's services and providing quality customer services and services that are interesting and attractive to customers, preventing and protecting the Portal from fraudulent and other

illegal actions, damage, destruction or other disruption, protection and defense of the Operator's rights and claims, provision of direct marketing, increase of Portal traffic and promotion of the Portal, analysis of own services and products and their improvement; consent of the Affected Person within the meaning of Article 6 para. 1 letter a) GDPR with sending commercial and advertising information about other services or offers of the Operator.

V. PERSONAL DATA RETENTION PERIOD

5.1. The Operator will keep the personal data of the Affected Person for as long as necessary for the purposes for which the personal data of the Affected Person in connection with the provision of services are processed, for the (i) duration of the Affiliate's registration on the Portal, (ii) or the time necessary for the exercise of claims under the contract, (iii) stipulated by generally binding legal regulations for their retention, (iv) the duration of the Operator's legitimate interest or (v) duration of consent to their processing, until its expiration or revocation, if this consent was not limited in time.

VI. RECIPIENTS OF PERSONAL DATA

6.1. Personal data may be provided only to the extent necessary and always in confidentiality to recipients of personal data, namely to Operator's subsidiaries or parent companies, employees or subcontractors who process personal data as part of their services and activities for the Operator (e.g., accountants, payment system operators, banks, etc.).

6.2. Personal data may also be provided to public authorities in the event of exceptions to the duty of confidentiality, if such an obligation arises from generally binding legal regulations, in particular at the request of law enforcement authorities or courts, or other public authorities or other authorized persons.

VII. TRANSMISSION OF PERSONAL DATA

7.1. There is no cross-border transfer of personal data to third countries outside the European Economic Area.

VIII. RIGHTS OF THE AFFECTED PERSON

8.1. In the case of processing personal data with the consent of the Affected Person, the Affected Person has the right to withdraw their consent at any time. Withdrawal of consent does not apply to those cases where the Operator may process personal data without the consent of the Affected Person on other legal bases of their processing in accordance with the Article 6 of the GDPR.

8.2. The Affected Person is entitled, under the conditions laid down by the GDPR, to (i) withdraw their consent at any time if personal data are processed with their consent (Article 7 of the GDPR), (ii) request access to personal data (Article 15 of the GDPR), (iii) request rectification of incorrect or incomplete personal data (Article 16 of the GDPR); (vi) exercise the right to the transfer of personal data in a manner and subject to compliance with legal conditions (Article 20 GDPR), (vii) object to the processing of personal data (Article 21 GDPR) and (viii) file a personal data protection procedure (complaint, motion) with the Office for

Personal Data Protection of the Slovak Republic, Hraničná 12, 820 07 Bratislava.

8.3. The Affected Person has the right to object at any time (Article 21 of the GDPR) on grounds relating to their specific situation against the processing of personal data concerning him which is carried out pursuant to Article 6 paragraph 1 letter (e) or (f) GDPR, including objections to profiling based on those provisions. The Operator may not further process personal data unless Operator demonstrates the necessary legitimate reasons for the processing which outweigh the interests, rights, and freedoms of the data subject or the reasons for proving, asserting or defending legal claims. Where personal data are processed for the purposes of direct marketing, the data subject shall have the right at any time to object to the processing of personal data concerning them for the purposes of such marketing, including profiling to the extent that they relate to such direct marketing.

IX. FINAL PROVISIONS

9.1. The Operator is entitled to unilaterally change or modify the Privacy Policy at any time. The new wording of the Privacy Policy will be published on the Portal without delay, and the new wording will enter into force on the date specified by the Operator.

9.2. The Affected Person may contact the Operator regarding the protection of their personal data by telephone, post or e-mail at the address specified in paragraph 1.2. of Privacy Policy.

9.3. This Privacy Policy shall enter into force and effect on 25. 11. 2020.