

TERMS AND CONDITIONS

of Blackdog Beroun s.r.o.

Registered office: Česká 140, Beroun, 266 01

Company Registration Number: 093 553 41

entered in the Commercial Register kept by the Municipal Court in Prague, Section C, Insert 335015, for the sale of goods via an online shop located at the internet address: <http://www.blackdogs.cz/>

1. PREAMBLE

- 1.1. These terms and conditions (hereinafter referred to as “**Terms and Conditions**”) of the company Blackdog Beroun s.r.o., with its registered office at Česká 140, CRN: 093 553 41, entered in the Commercial Register kept by the Municipal Court in Prague, Section C, Insert 335 015 (hereinafter referred to as the “**Seller**”), in accordance with the provision of Section 1751 (1) of Act No. 89/2012 Coll., the Civil Code (hereinafter the “**Civil Code**”), regulate the mutual rights and obligations of the contracting parties arising in connection or based on the Sales Contract (hereinafter referred to as the “**Sales Contract**”) concluded between the Seller and another natural person (hereinafter referred to as the “**Buyer**”) via the online shop of the Seller. The online shop is operated by the Seller on a website located at the internet address: <http://www.blackdogs.cz/> (hereinafter referred to as the “**Website**”), via the Website interface (hereinafter the “**Shop Website Interface**”).
- 1.2. The subject of the purchase is mainly consumption gift cards in the restaurant Blackdog Bar&Grill and tickets for events held there.
- 1.3. The business conditions do not apply to cases where a person who intends to purchase goods from the Seller is a legal entity or a person who orders goods when pursuing their business activity or their independent profession.
- 1.4. Provisions deviating from the business conditions can be agreed in the Sales Contract. Deviating provisions in the Sales Contract take precedence over the Terms and Conditions.
- 1.5. The Terms and Conditions are an integral part of the Sales Contract. The Sales Contract and business conditions are drawn up in the Czech language. The Sales Contract may be concluded in the Czech language.
- 1.6. The wording of the Terms and Conditions may be changed or amended by the Seller. 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 its user interface. From its user interface, the Buyer can order goods (hereinafter referred to as the “**User Account**”). If the Shop Web Interface allows it, the Buyer can also order goods without registration directly from the Shop Web Interface.
- 2.2. When registering on the Website and when ordering goods, the Buyer is obliged to provide all data correctly and truthfully. The Buyer is obliged to update the data provided in the User Account in the

event of any changes. The data provided by the Buyer in the User Account and when ordering goods is considered by the Seller to be true data.

- 2.3. Access to the User Account is secured by a username and password. The Buyer is obliged to maintain confidentiality regarding the information necessary to access its User Account.
- 2.4. The Buyer is not entitled to allow the use of the User Account to third parties.
- 2.5. The Seller may cancel the User Account, especially if the Buyer does not use its User Account for more than 1 year, or if the Buyer violates its obligations under the Sales Contract (including Terms and Conditions).
- 2.6. The Buyer acknowledges that the User Account may not be available at all times, especially with regard to the necessary maintenance of the hardware and software equipment of the Seller, or necessary maintenance of hardware and software belonging to any third parties.

3. CONCLUSION OF THE SALES CONTRACT

- 3.1. All presentation of goods placed in the Shop Website Interface is of an informative nature and the Seller is not obliged to enter into a Sales Contract regarding these goods. The provisions of Section 1732 (2) of the Civil Code shall not be applied.
- 3.2. The Shop Website Interface contains information about goods, including the prices of individual goods and the cost of returning the goods, if the goods cannot, by their nature, be returned by regular mail. The prices of goods are provided including value added tax and all related fees. The prices of the goods remain valid as long as they are displayed in the Shop Website Interface. This provision does not limit the Seller's ability to enter into a Sales Contract under individually agreed conditions.
- 3.3. The Shop Website Interface also contains information on the costs associated with the packaging and delivery of goods. Information on costs associated with the packaging and delivery of goods listed in Shop Website Interface is valid only in cases where the goods are delivered within the territory of the Czech Republic.
- 3.4. To order goods, the Buyer fills in the order form in the Shop Website Interface. The order form contains mainly information on:
 - 3.4.1. ordered goods (the ordered goods are "added" by the Buyer into the electronic shopping cart of the Shop Website Interface),
 - 3.4.2. the method of payment of the purchase price of the goods, information on the required method of delivery of the ordered goods, and
 - 3.4.3. information on the costs associated with the delivery of goods (hereinafter collectively referred to as the "**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 in the Order, even with regard to the Buyer's ability to check and correct errors made when entering data into the Order. The Buyer shall send the Order to the Seller by clicking on the "Make a binding purchase of a gift voucher" button. The data listed in the Order is deemed correct by the Seller. Immediately after receiving the Order, the Seller will confirm its receipt to the

Buyer by e-mail, to the Buyer's e-mail address specified in the User Account or in the Order (hereinafter referred to as the "**Buyer's E-mail Address**").

- 3.6. The Seller is always entitled, depending on the nature of the Order (quantity of goods, 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 arises from the delivery of the acceptance of the Order (acceptance), which is sent by the Seller to the Buyer by e-mail, to the e-mail address of the Buyer.
- 3.8. The Buyer agrees to the use of means of distance communication when concluding the Sales Contract. The costs incurred by the Buyer when using means of distance communication in connection with the conclusion of the Sales Contract (costs of internet connection, costs of telephone calls) shall be borne by the Buyer itself, and these costs do not differ from the basic rate.

4. PRICE OF GOODS AND PAYMENT TERMS

- 4.1. The Buyer shall pay the price of the goods and any costs associated with the delivery of goods under the Sales Contract to the Seller in the following ways:
 - in cash at the Seller's business premises.
 - in cash on delivery at the place specified by the Buyer in the Order;
 - cashless transfer to the Seller's account kept with the company (hereinafter referred to as the "**Seller's Account**");
 - cashless payment via the payment system: **Gopay**
 - cashless payment by a payment card;
 - via a loan provided by a third party.
- 4.2. Along with the purchase price, the Buyer is obliged to pay the Seller the costs associated with packaging and delivery of goods in the agreed amount. Unless expressly stated otherwise, the purchase price also includes the costs associated with the delivery of goods.
- 4.3. The Seller does not require a deposit or other similar payment from the Buyer. This does not affect the provisions of Article 4.6 of the Terms and Conditions regarding the obligation to pay the purchase price of the goods in advance.
- 4.4. In the case of payment in cash or in the case of payment in cash on delivery, the purchase price is payable upon receipt of the goods. In the case of cashless payment, the purchase price is payable within the 1st day of concluding the Sales Contract.
- 4.5. In the case of cashless payment, the Buyer is obliged to pay the purchase price of the goods while stating the variable payment symbol. 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.

- 4.6. The Seller is entitled, especially in the event that the Buyer does not provide additional confirmation of the Order (Article 3.6), to demand payment of the full purchase price before sending the goods to the Buyer. The provisions of Section 2119 (1) of the Civil Code shall not apply.
- 4.7. Any discounts on the price of goods provided by the Seller to the Buyer cannot be combined with each other.
- 4.8. If this is customary in business relations or if stipulated by generally binding legal regulations, the Seller shall issue a tax document – an invoice – to the Buyer regarding payments made on the basis of the Sales Contract. The Seller is a payer of the value added tax. Tax document – the invoice will be issued by the Seller to the Buyer after payment of the price of the goods and sent in an electronic form to the Buyer's email address.

5. WITHDRAWAL FROM THE SALES 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 the Sales Contract for the supply of goods which was modified according to the wishes of the Buyer or for the Buyer, from the Sales Contract for the delivery of perishable goods and goods which has been irretrievably mixed with other goods after delivery, from the Sales Contract for the supply of goods in a sealed package which the consumer has removed from the packaging and cannot be returned for hygienic reasons, and from the Sales Contract for the supply of audio or video recordings or computer program if it has been removed from the original packaging.
- 5.2. If it is not a case referred to in Article 5.1 of the Terms and Conditions or another case where it is not possible to withdraw from the Sales Contract, the Buyer has the right to withdraw from the Sales Contract in accordance with Section 1829 (1) of the Civil Code, within fourteen (14) days from the receipt of the goods, and in the event that the subject of the Sales Contract is 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 Sales Contract must be sent to the Seller within the period specified in the previous sentence. To withdraw from the Sales Contract, the Buyer can use the sample form provided by the Seller, which is an annex to the Terms and Conditions. Withdrawal from the Sales Contract may be sent by the Buyer to the address of the Seller's office or to the Seller's e-mail address info@blackdogs.cz
- 5.3. In the event of withdrawal from the Sales Contract pursuant to Article 5.2 of the Terms and Conditions, the Sales Contract is cancelled from the beginning. The goods must be returned to the Seller within fourteen (14) days of withdrawal from the contract. If the Buyer withdraws from the Sales Contract, the Buyer bears the costs associated with the return of goods to the Seller, even if the goods cannot be returned due to its nature by regular mail.
- 5.4. In the event of withdrawal from the contract pursuant to Article 5.2 of the Terms and Conditions, the Seller will return the funds received from the Buyer within fourteen (14) days of withdrawal from the Sales Contract by the Buyer, in the same way in which the Seller received it from the Buyer. The Seller is also entitled to return the performance provided by the Buyer when returning the goods to the Buyer or in any other way, if the Buyer agrees and no additional costs incur to the Buyer. If the Buyer withdraws from the Sales Contract, the Seller is not obliged to return the funds received to the Buyer before the Buyer returns the goods or proves that it sent the goods to the Seller.
- 5.5. The Seller is entitled to unilaterally set off the right to compensation for damage caused to the goods

against the Buyer's right to be refunded the purchase price.

- 5.6. In cases where the Buyer has the right to withdraw from the Sales Contract in accordance with the provisions of Section 1829 (1) of the Civil Code, the Seller is also entitled to withdraw from the Sales Contract at any time, until the goods are taken over by the Buyer. In such a case, the Seller will return the purchase price to the Buyer without undue delay, in a cashless method to the account designated by the Buyer.
- 5.7. If a gift is provided to the Buyer together with the goods, the gift agreement between the Seller and the Buyer is concluded with the expiry clause that if the Buyer withdraws from the Sales Contract, the gift agreement for such a gift ceases to be effective and the Buyer is obliged to return also a given gift.

6. TRANSPORTATION AND DELIVERY OF GOODS

- 6.1. In the event that the method of transport is contracted on the basis of a special request of the Buyer, the Buyer bears the risk and any additional costs associated with this method of transport.
- 6.2. If, according to the Sales Contract, the Seller is obliged to deliver the goods to the place specified by the Buyer in the Order, the Buyer is obliged to take over 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 in another way than specified in the Order, the Buyer is obliged to pay the costs associated with repeated delivery of goods, more precisely costs associated with another method of delivery.
- 6.4. Upon receipt of the goods from the carrier, the Buyer is obliged to check the integrity of the packaging of the goods and in case of any defects immediately notify the carrier. In the case of finding that the packaging has been broken indicating unauthorized entry into the consignment, the Buyer does not have to take over the consignment from the carrier.
- 6.5. Other rights and obligations of the parties in the transport of goods may be governed by the special delivery conditions of the Seller, if issued by the Seller.

7. RIGHTS FROM DEFECTIVE PERFORMANCE

- 7.1. The rights and obligations of the contracting parties regarding the rights arising from defective performance are governed by the relevant generally binding legal regulations (especially the provisions of Sections 1914 to 1925, Sections 2099 to 2117 and Sections 2161 to 2174 of the Civil Code and Act No. 634/1992 Coll., on consumer protection, as amended).
- 7.2. The Seller is responsible with respect to the Buyer that the goods are free of defects upon receipt. In particular, the Seller is responsible to the Buyer that at the time the Buyer took over the goods:
 - 7.2.1. the goods have the characteristics agreed upon by the parties and, in the absence of an agreement, the characteristics described by the Seller or the manufacturer or which the Buyer expected with regard to the nature of the goods and on the basis of advertising made by them,
 - 7.2.2. the goods are fit for the purpose stated by the Seller for their use or for which goods of this kind are usually used,

- 7.2.3. the goods correspond in quality or design to the contracted sample or model, if the quality or design was determined according to the contracted sample or model,
- 7.2.4. the goods are in the appropriate quantity, amount, or weight, and
- 7.2.5. the goods comply with the requirements of legal regulations.
- 7.3. The provisions set out in Article 7.2 of the Terms and Conditions shall not apply to goods sold at a lower price with respect to a defect for which a lower price has been agreed, to wear and tear of the goods caused by its usual use, to used goods for a defect corresponding to the degree of use or wear and tear which the goods had when taken over by the Buyer, or if it arises from the nature of the goods.
- 7.4. If the defect becomes apparent within six months of receipt, the goods are deemed to have been defective at the time of receipt. The Buyer is entitled to exercise the right to a defect that occurs in consumer goods within twenty-four months of receipt.
- 7.5. The rights arising from defective performance are exercised by the Buyer with the Seller at the address of its business premises, where the acceptance of the complaint is possible with regard to the range of goods sold, or at the registered office or place of business.
- 7.6. Other rights and obligations of the parties related to the Seller's liability for defects may be regulated in the Seller's complaint rules of procedure.

8. OTHER RIGHTS AND OBLIGATIONS OF THE CONTRACTING PARTIES

- 8.1. The Buyer acquires ownership of the goods by paying the full purchase price of the goods.
- 8.2. In relation to the Buyer, the Seller shall not be bound by any codes of conduct within the meaning of the provisions of Section 1826 (1)(e) of the Civil Code.
- 8.3. The Czech Trade Inspection Authority, with its registered office at Štěpánská 567/15, 120 00 Praha 2, CRN: 000 20 869, internet address: <http://www.coi.cz>, is responsible for the out-of-court settlement of consumer disputes arising from the Sales Contract.
- 8.4. The Seller is entitled to sell goods on the basis of a trade license. Trade licensing is carried out within the scope of its competence by the relevant trade licensing office. The Office for Personal Data Protection supervises the area of personal data protection. To a limited extent, the Czech Trade Inspection Authority also supervises compliance with Act No. 634/1992 Coll., on consumer protection, as amended.
- 8.5. The Buyer hereby assumes the risk of a change of circumstances within the meaning of Section 1765 (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. 101/2000 Coll., on the protection of personal data, as amended.

- 9.2. The Buyer agrees to the processing of the following personal data: name and surname, residential address, identification number, tax identification number, e-mail address, telephone number, 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 Sales Contract and for the purposes of maintaining a User Account. Unless the Buyer chooses another option, it agrees to the processing of Personal Data by the Seller also for the purpose of sending information and business messages to the Buyer. Consent to the processing of Personal Data in full according to this article is not a condition that would in itself make it impossible to conclude a Sales Contract.
- 9.4. The Buyer acknowledges that it is obliged to state its Personal Data (during registration, in its User Account, when ordering from the Shop Website Interface) correctly and truthfully and that it is obliged to inform the Seller without undue delay of any changes in its Personal Data.
- 9.5. The Seller may authorize a third party to process the Buyer’s Personal Data as a processor. Apart from the persons transporting the goods, Personal Data will not be passed on to third parties by the Seller without the prior consent of the Buyer.
- 9.6. Personal Data will be processed indefinitely. Personal Data will be processed in an electronic form in an automated manner or in a printed form in a non-automated manner.
- 9.7. The Buyer confirms that the Personal Data provided is accurate and that the Buyer was informed that the provision of Personal Data is voluntary.
- 9.8. In the event that the Buyer believes that the Seller or processor (Article 9.5) performs the processing of its Personal Data which is contrary to the protection of private and personal life of the Buyer or contrary to law, especially if Personal Data is inaccurate with respect to the purpose of their processing, it may:
 - 9.8.1. ask the Seller or processor for an explanation,
 - 9.8.2. request that the Seller or processor makes a remedy to the situation thus caused.
- 9.9. If the Buyer requests information about the processing of its Personal Data, the Seller is obliged to provide such information. The Seller has the right to demand a reasonable payment for the provision of information according to the previous sentence, not exceeding the costs necessary for the provision of information.

10. SENDING COMMERCIAL MESSAGES AND SAVING COOKIES

- 10.1. The Buyer agrees to the sending of information related to the goods, services or business of the Seller to the electronic address of the Buyer and further agrees to the sending of commercial communications by the Seller to the electronic address of the Buyer.
- 10.2. The Buyer agrees to the saving of so-called cookies on his computer. If it is possible to make a purchase on the website and fulfil the Seller’s obligations under the Sales Contract without storing so-called cookies on the Buyer’s computer, the Buyer may revoke the consent under the previous sentence at any time.

11. DELIVERY

11.1. The Buyer may receive letters at its email address.

12. FINAL PROVISIONS

12.1. If the relationship established by the Sales Contract contains an international (foreign) element, then the parties agree that the relationship is governed by the Czech law. This does not affect the consumer's rights arising from generally binding legal regulations.

12.2. If any provision of the Terms and Conditions is or becomes invalid or ineffective, the invalid provision will be replaced by a provision the meaning of which is as close as possible to the invalid provision. The invalidity or ineffectiveness of one provision shall not affect the validity of other provisions.

12.3. The Sales Contract, including business conditions, is archived by the Seller in an electronic form and is not accessible.

12.4. The appendix to the business conditions is a sample form for withdrawal from the Sales Contract.

12.5. Seller's contact details: delivery address Česká 140, Beroun, 266 01, electronic email address info_beroun@blackdogs.cz, telephone +420 724 742 966.

In Beroun, on 24th August 2020