

GENERAL TERMS AND CONDITIONS

of the company MATISTOTELES s.r.o., with its registered office at Římská 1222/33, Vinohrady, 120 00 Prague 2, Company ID No. 245 92 269, registered in the Commercial Register maintained by the Municipal Court in Prague, Section C, Insert 443776 (hereinafter the “*Seller*” or “*Operator*”).

1. Introductory Provisions and Definitions

1.1. Purpose and Scope of the GTC: These General Terms and Conditions (“*GTC*”) govern the contractual relationships arising between the Operator and users of the websites and services operated by the Operator, especially in the sale of goods or provision of services through the online store (e-shop) and the use of the online community platform for photography contests (hereinafter the “*Platform*”). The GTC form an integral part of every contract concluded remotely between the Operator and a customer via the Operator’s websites. Any provisions in a contract that deviate from these GTC (e.g. in special contest terms or an individual purchase contract) take precedence over the wording of these GTC, provided that the Operator has expressly agreed to such provisions with the customer.

1.2. Definitions of Terms:

Seller / Operator: The company MATISTOTELES s.r.o., Company ID No. 24592269, with registered office at Římská 1222/33, Prague 2, Post Code 120 00, registered in the Commercial Register of the Municipal Court in Prague, Section C, Insert 443776. The Seller is an entrepreneur who operates an electronic shop via the web Platform and provides other related services.

Buyer / Customer: A natural person – consumer – who concludes a purchase contract or another contract with the Seller via means of distance communication (websites), or a person using the services of the Platform. A consumer is every individual who, outside the scope of their business activity or the independent exercise of their profession, concludes a contract with an entrepreneur or otherwise deals with an entrepreneur (see Section 419 of Act No. 89/2012 Coll., the Civil Code).

User: Any person who visits the Operator’s websites or registers on them for the purpose of participating in the community Platform (e.g. a contest participant, voter, etc.). Any user who also purchases goods or services is likewise considered a customer–consumer, if they meet the definition of a consumer.

Platform: The internet community platform operated by the Seller on its websites, aimed at organising photography contests, presenting users’ photographic works, and providing other related services (discussion forums, voting, community functions).

E-shop: The online store operated by the Seller on its websites www.matistoteles.cz (typically accessible via the “shop” section or by directly purchasing from presented products), through which the Seller offers goods for sale (e.g. themed merchandise –

calendars, clothing, etc.) and possibly digital content or services, and where purchase contracts are concluded by remote means.

Contest Terms and Conditions: Special and separately published terms and conditions for a specific consumer contest organised by the Seller (contest rules). These GTC contain general framework conditions for contests; however, the specific parameters, deadlines, and prizes of individual contests will be set out in their own Rules.

GDPR: Regulation (EU) 2016/679 of the European Parliament and of the Council (General Data Protection Regulation). This also refers to Act No. 110/2019 Coll., on Personal Data Processing.

Civil Code: Act No. 89/2012 Coll., the Civil Code, as amended (hereinafter also the “Civil Code”).

Consumer Protection Act: Act No. 634/1992 Coll., on Consumer Protection, as amended.

1.3. Acceptance of the GTC: Prior to placing each order in the e-shop, the Buyer is obliged to familiarise themselves with these GTC and to express their agreement with them (by ticking the appropriate box in the order form). Similarly, by registering on the Platform and initiating any interaction (entering a contest, adding content, etc.), the User confirms that they have acquainted themselves with the GTC and agree to them. The User is duly notified of the GTC and has the opportunity to save or print the full text. The GTC are available in the Czech language and can be provided in the English language upon request for the information of foreign users (however, the legally binding version remains the Czech version).

1.4. Contact Details of the Seller:

Postal address for delivery: Římská 1222/33, Prague 2, 120 00, Czech Republic.

E-mail: matistoteles@matistoteles.cz

Telephone: **(+420) 603 303 840.**

The Seller is not a VAT payer.

2. Conclusion of Contract (Order and Purchase Agreement)

2.1. Presentation of Goods and Services: All presentations of goods and services in the e-shop environment (such as product descriptions, prices, photographs) are of an informative nature. The Seller reserves the right to modify the assortment of offered goods and services. The Buyer's submission of a duly completed order via the e-shop website constitutes a proposal by the Buyer to conclude a contract. The purchase contract itself is concluded at the moment when the Seller's binding consent (acceptance) to this proposal is delivered to the Buyer, in the form of an e-mail confirmation of the order sent to the Buyer. This confirmation is sent to the e-mail address provided by the Buyer in the order and contains a summary of the order (the items purchased, price, payment and delivery terms, a link to the GTC,

etc.). **Without the order confirmation, no contract is concluded.** The Seller is not obliged to accept every received order, especially in the case of an obvious error in the price, ambiguities in the order, etc. In such a case, the Seller will promptly contact the Buyer to adjust or cancel the order.

2.2. User Account: The Customer may shop one-time without registration or create a user account on the website. When registering an account, the User must provide correct and complete required information (particularly an e-mail address and, where applicable, name and address for purchase purposes) and choose a secure password. The User is responsible for keeping their account login details confidential and for all activities carried out through their account. The Operator may cancel or block a user account if the User has not used it for more than 12 months, or if the User breaches their obligations under the GTC (especially the obligations set out in Article 5 regarding user content and contest rules). The Customer acknowledges that the user account may not be available continuously, especially due to necessary maintenance of the Operator's hardware and software, or necessary maintenance of hardware and software of third parties (e.g. hosting outages).

2.3. Order Conditions: To place an order, the Buyer fills out the order form in the e-shop, which includes in particular information about: (i) the goods or service ordered (by inserting them into the electronic shopping cart), (ii) the method of payment and delivery (the available options are displayed, e.g. payment by bank transfer, online card payment, cash on delivery; delivery of the parcel via the chosen carrier or personal collection, if offered), (iii) the Buyer's identification details necessary for processing the order (name, surname, address, e-mail, telephone). Before submitting a binding order, the Buyer has the opportunity to review and correct the details. The Buyer submits the order by clicking on a button marked, for example, "Order with obligation to pay" (or an equivalent unambiguous phrase). By submitting the order, the Buyer is bound by it and confirms by doing so that they were made aware of these GTC and agree to them. The Seller will promptly acknowledge receipt of the order by an automatic e-mail. However, the purchase contract is only formed upon the subsequent **order confirmation by the Seller** being delivered (not by mere receipt of the order by the system). If the Seller cannot meet any of the requirements specified in the order, the Seller will send the Buyer a new offer specifying any changes (and will require the Buyer's new confirmation); the contract is then concluded only upon the Buyer's acceptance of this new offer.

2.4. Electronic Record of Contract: The concluded contract is archived by the Seller in electronic form and is not accessible to third parties. Information on the individual technical steps leading to the conclusion of the contract is evident from this Article of the GTC and is displayed in the ordering process on the website. The Buyer has the opportunity to check and correct the order before it is submitted (see Article 2.3 above). These GTC are published on the Seller's website, and the Buyer

– if a consumer – is sent them as an attachment to the order confirmation (or the confirmation contains a link for downloading them in a permanent form).

2.5. Language, Governing Law, Jurisdiction: The contract may be concluded in the Czech language (and possibly in other languages if the web interfaces allow, with the Czech version being decisive). The legal relations arising from contracts are governed by the legal order of the Czech Republic, in particular the Civil Code and the Consumer Protection Act, even if the Buyer is not a citizen of the Czech Republic (this does not, however, deprive the consumer of the protection afforded by the law of the country of their habitual residence pursuant to Article 6(2) of Regulation (EC) No 593/2008 (Rome I), if such protection is more favourable to them). In cases under Section 89a of the Civil Procedure Code, for resolving any disputes arising from contracts concluded between the Seller, Buyer, or User, the local jurisdiction of the District Court for Prague 2 is agreed.

3. Price of Goods and Payment Terms

3.1. Prices: The prices of goods and services are stated on the website as final, including all taxes (particularly VAT, if the Seller is a VAT payer) and fees, except for any costs of delivering the goods or payment fees, which are displayed to the customer separately during the order process. In the case of digital content or services (e.g. paid functionalities on the Platform), prices are likewise stated as final. The Seller reserves the right that the obvious erroneous indication of a price (e.g. a clearly incorrectly low price caused by a typo) does not entitle the Buyer to conclude a contract at that evidently wrong price; in such a case, the Seller will request the Buyer's confirmation of the correct price before accepting the order.

3.2. Agreed Price: The contractual price is the price of the goods/services listed for the product at the moment the Buyer submits the order. This price is also indicated in the order confirmation. Prices in the e-shop may be updated; however, this does not affect contracts already concluded. Promotional prices remain valid while stocks last or for a time period specified.

3.3. Payment Methods: The Seller offers the following methods of paying the purchase price:

Cashless in advance – by payment card online (via a secure payment gateway), bank transfer to the Seller's account (advance payment), or via online payment services (e.g. PayPal, if offered). The purchase price is usually due within 7 calendar days from order confirmation, unless otherwise stated; for card or PayPal payments, payment is made immediately.

Cash on delivery – payment in cash or by card upon collection of goods from the carrier (if this option is available, it may be subject to a cash-on-delivery fee).

Cash on personal collection – in the establishment or at a place designated by the Seller (if the Seller allows personal collection and the place and time are agreed).

The Seller may, in individual cases, offer additional methods of payment (e.g. deferred payment, instalment sale in cooperation with a finance company, etc.), and the conditions of such methods will be specified in the particular offer. **The chosen payment terms are binding**, and the Buyer is obliged to make the payment properly and in a timely manner.

3.4. Documents and Electronic Sales Records: Together with the shipment, the Buyer will receive a tax document (invoice) either in electronic form (sent to their e-mail) or in printed form inside the package.

3.5. Retention of Title: Title to the goods passes to the Buyer only upon full payment of the purchase price and their taking possession of the goods. However, the risk of damage to the goods passes to the Buyer upon their receipt of the goods (see Article 4.5 below). Until title passes, the goods remain the property of the Seller.

4. Delivery Terms

4.1. Mode of Delivery: The Seller provides delivery of goods through contracted couriers (e.g. Czech Post, courier services like PPL/DHL/Zásilkovna, etc.) as selected by the Buyer in the order. Personal collection is also possible if offered. The current offer of delivery methods and their prices is listed on the website in the “Delivery and Payment” section or shown directly during the order process.

4.2. Delivery Period: Delivery times vary depending on the availability of goods and the chosen delivery method. Goods in stock are typically dispatched by the Seller within 2 working days from receipt of payment (for advance payment) or from contract conclusion (for cash on delivery). The overall delivery time then depends on the carrier (usually 1–3 working days within the Czech Republic, typically 3–7 days to EU countries). For goods on order or in case of temporary stock unavailability, the Buyer will be informed of the anticipated delivery date and, if the delivery time is significantly longer (e.g. more than 30 days), has the right to cancel the order. The Seller is not liable for delays caused by the carrier or for an incorrectly provided address by the Buyer.

4.3. Delivery Costs: The costs of delivery (postage and, where applicable, packing) are borne by the Buyer according to the rates indicated when ordering. For purchases above a certain value, the Buyer may be entitled to free delivery (according to the current commercial policy of the Seller, if stated – e.g. “free shipping over CZK 2,000”). These conditions are specified on the website and in the order summary.

4.4. Acceptance of Goods: The Buyer is obliged to accept the delivered goods and to check, upon receipt, the integrity of the packaging and any obvious damage to the shipment. If the packaging is markedly damaged (torn, soaked, etc.) and there is a risk that the contents may be damaged, it is recommended not to accept the

shipment or to accept the goods with reservations (to have the carrier draw up a damage report). The Buyer should promptly inform the Seller of any such damage to the goods during transport so that claims can be made against the carrier. By signing the delivery note (or confirming receipt of the parcel from the courier), the Buyer acknowledges that the parcel was delivered externally intact; this does not, however, affect the Buyer's rights regarding defects of the goods.

4.5. Transfer of Risk: The risk of damage to the goods passes to the Buyer at the moment the Buyer takes over the goods from the carrier or when the goods have been delivered to the Buyer and the Buyer was able to dispose of them. If the Buyer, without valid reason, refuses to accept duly delivered goods, they shall bear the costs associated therewith (return postage, etc.), and the Seller has the right to withdraw from the contract.

4.6. Repeated Delivery: If, for reasons on the part of the Buyer, it is not possible to deliver the goods on the first attempt (e.g. the Buyer was not present and does not collect the parcel within the storage period), the carrier will usually make a repeated delivery attempt or deposit the consignment at a pick-up point. The Buyer is obliged to collect the consignment within the designated period; if they fail to do so and the parcel is returned to the Seller, the Seller is entitled to withdraw from the contract. In the event the Buyer requests the parcel to be sent again, the Seller may require payment of the new shipping costs in advance.

5. Rights and Obligations in Using the Platform and Uploading User Content

5.1. Registration and Age Restriction: The Platform is intended exclusively for persons over 18 years of age. Registration of a user under the age of 18 is not permitted. The Operator is entitled, in case of doubt, to request proof of a user's age and, if it finds that the user does not meet the age requirement, to cancel the user's account and possibly delete all content uploaded by that user. Users register by providing at least the minimum details (usually an e-mail and a chosen username/nickname); additional optional details may be provided in their profile. The User must enter only truthful information and may not create accounts on behalf of third parties without their permission. Each natural person may have only one account on the Platform; creating duplicate or fake accounts is prohibited. The Operator reserves the right to verify the uniqueness of a user (e.g. by confirming the e-mail address or one-time verification via SMS).

5.2. Rules for Uploading Content (Photographs and Posts): A user who participates in photography contests or otherwise uploads content to the Platform (e.g. photographs, comments, texts) is obliged to adhere to the following conditions:

a) **Copyrighted Works and Third-Party Rights:** The User may upload only such content to which they have the necessary copyright or authorisation. The User hereby declares that they are the **author or exclusive rights holder** of any

uploaded photograph or other work, or that they have obtained from the author a licence in the scope according to Article 5.5 below, and that its publication will not infringe any third party's copyright. Furthermore, the User declares that **no persons are depicted in the photographs or other works without their consent** – i.e., that all persons captured in the photograph (if they are recognisable natural persons) have given **consent to the publication of their likeness** for the purposes of the contest and publication on the Platform. For persons younger than 18 years, the consent of their legal guardians is required. The User bears full responsibility that the content they upload does not infringe any intellectual property rights or personal rights of any third parties; should any damage nevertheless occur, the User undertakes to compensate in full any harm caused to the Operator or other persons as a result (see Article 5.7 – Indemnification).

b) **Objectionable Content and Prohibitions:** It is strictly **prohibited** to upload content that is unlawful, illegal, or contrary to good morals. In particular, it is forbidden to publish content that: i) is pornographic (especially any content depicting minors in sexual situations; erotic content is permissible only within legal and aesthetic limits – e.g. an artistic nude without pornographic elements and only of persons over 18), ii) contains violent or coarse themes inciting violence, iii) is hateful or discriminatory (inciting hatred towards a group or individual on the basis of race, nationality, religion, etc.), iv) violates the law (e.g. promotion of extremism, indecency, defamation), v) invades the privacy of other persons without their consent (e.g. photographs of third parties taken in a private setting without permission), vi) is advertising or spam content not intended as genuine participation in the contest but rather as a commercial message (using the Platform for third-party advertising without the Operator's consent). It is also prohibited to upload files containing **malicious code** (viruses, malware) or otherwise interfering with the functionality of the Platform. The User undertakes to strictly comply with these rules. **Knowingly uploading illegal content constitutes a fundamental breach of the GTC** and gives the Operator the right to immediately cancel the user's account and remove such content, and possibly to seek compensation for any damage or harm caused by the violation.

c) **Contest Submissions:** The User may participate in announced photography contests in accordance with the instructions of each contest (usually by registering for the contest and submitting a contest entry within the specified timeframe). Contest entries are typically submitted electronically – by e-mail or by uploading via a web form, according to the current contest setup. Each user may submit no more than the maximum number of entries specified for a given contest (usually one photograph, unless the contest rules state otherwise). The entry must correspond to the announced contest theme and meet all the above conditions (in particular, it must not violate the law). The Operator may conduct **moderation of submissions** before entry into the contest (i.e. check whether it meets technical and content

requirements). If a submission is unsuitable or does not comply with the rules, the Operator may disqualify it (not include it in the contest), or request that it be corrected (e.g. to supply missing information). The User has no legal entitlement for a particular submission to be included in a contest.

d) **Voting and Contest Mechanism:** Registered users of the Platform may vote for contest entries in the manner determined by the Operator (e.g. by casting a vote via a web form, “liking” a photo, etc.). The voting principle is usually “one user = one vote”; the Operator may, for fairness, require verification of the voter’s identity (e.g. confirmation of the vote via email) and implement measures against multiple voting from one account. Any **manipulation of voting** is prohibited – the User must not use automated scripts, purchase votes, create multiple accounts for multiple voting, etc. The Operator reserves the right, in case of suspected fraudulent votes, to subtract such votes or annul the voting. The Operator may also, in extreme cases, cancel the entire contest or modify the rules in the course of the contest if unintended serious circumstances occur that threaten fairness (the participants will be informed of this appropriately). The results of the contest (especially the identification of winners) are announced on the website after the contest round ends. **Prizes in the contest** do not constitute a legally enforceable claim; they are voluntary rewards provided by the organiser upon fulfilment of the designated contest conditions (a consumer contest is a marketing promotion, not a lottery). Winners will be contacted by the Operator via the e-mail provided for the purpose of prize delivery; if a winner does not respond or fails to provide cooperation in receiving the prize within 30 days of being contacted, their right to the prize expires. **Notice for contestants:** any prize may be subject to taxation under applicable legal regulations – a non-monetary prize exceeding a value of CZK 10,000 must be taxed by the winner as other income at a rate of 15%. The satisfaction of all tax obligations is always solely the participants’ responsibility, and participants are required to inform themselves in advance, before accepting the prize, of all tax implications.

5.3. Moderation and Operator’s Rights to Content: The Operator carries out **active moderation** of content on the Platform to ensure compliance with the above rules. This means the Operator has the right at any time, either before or after publication, to **refuse or remove** any user’s submission that, in the Operator’s judgment, violates the GTC or legal regulations or is otherwise inappropriate. The Operator is not obliged to justify such a decision to the user, especially in clearly problematic cases (although the Operator will usually inform the user of the reason for removal so that they may rectify the situation). The Operator may also **block or cancel the user’s account** of a user who repeatedly or seriously violated the GTC or individual rules (for example, repeatedly uploaded prohibited content, committed fraud in a contest, etc.). The Operator declares that it will endeavour to respond to notifications of objectionable content from other users or third parties – the Platform implements a “**notice & takedown**” mechanism whereby content violating the law

or rights can be reported, and if such a report is justified, the Operator will promptly remove the objectionable content. This procedure is in accordance with Section 5 of Act No. 480/2004 Coll., on certain Information Society Services, through which the Operator fulfils its statutory duty and is not responsible for data stored by users, provided it promptly takes corrective action upon obtaining credible notice of the content's illegality.

5.4. Licence to User Content: By uploading their copyrighted work (especially a photograph) to the Platform, the User grants the Operator a **licence** to use this work for the purposes of operating the Platform and related activities. The licence is granted as **non-exclusive, free of charge, with no time or territorial limitation**. This means the Operator is entitled to display the user's work **free of charge on its websites**, possibly on official social media related to the Platform, and further to use it for **promotional and marketing purposes** of its services. Typical purposes include: presenting winning or otherwise interesting submissions, advertising contests, producing merchandise (e.g. calendars featuring the year's best photographs), etc. If the Operator intended to use the work commercially beyond the promotion of the Platform (e.g. to provide it to a partner for separate marketing or sale), the Operator would seek the author's special consent (or a separate licence agreement with an arrangement for remuneration would be concluded with the author). The User agrees that the Operator may, under the granted licence, **modify** the work to the extent necessary for its use (e.g. changing the resolution or cropping a photo for display on the web, adding a contest logo to the photograph, creating a thumbnail, etc.), while the Operator undertakes not to interfere with the work's reputation or content in a disrespectful manner. The licence also includes the right of the Operator to **assign the work to a third party** or to grant a sub-licence, if this is part of the aforesaid uses (e.g. to a social network for displaying the photograph, to a printer for producing calendars, etc.). The User grants the licence for as long as the work is published on the Platform and for a further 5 years after its removal (so that the Operator can, for instance, continue to display winning works from past years in an archive); if the user deletes their content or revokes consent to further publication in writing, the Operator will not make any new use of it, but any printed materials or online materials already distributed may remain in circulation. **The User declares that they have full right to grant the above licence to the Operator** (as follows from the declaration under Article 5.2(a)) – otherwise, the User is liable for breaching this obligation.

5.5. Attribution of Authorship: The User agrees that their contest submission may be published on the website or social networks with their name or username (nickname) indicated as the author. The User is not entitled to any remuneration for the publication of the work (the contest prize is only what is officially announced as the contest award). Users who do not win in the contest have no right to any

compensation. The User also acknowledges that the Operator may contact the winners or selected authors with an offer of further co-operation (e.g. the possibility of exhibiting their work at an exhibition, an offer to participate in a commercial project, etc.), but such co-operation is always voluntary and subject to a separate agreement – the GTC do not establish any **right to future commercial co-operation** for users, nor do they impose any obligation on the Operator to provide any future opportunities.

5.6. Exclusion of Liability for User Content: The Operator is not responsible for content that users have uploaded to the Platform, in particular is not liable for any infringement of copyrights or personal rights that a user might commit – such liability is borne solely by the user as the person who provided the content to the Platform. In accordance with the law, the Operator is also not liable for any statements made by users in discussions or comments; however, if notified of illegal or objectionable content, the Operator will use its moderator rights under Article 5.3. Users acknowledge that the Platform is provided “**as is**” (on a *best effort* basis), which means that the Operator does not guarantee uninterrupted operation, error-free functionality of all features, or the security of stored data against loss (the Operator will, however, expend all reasonable efforts to technically secure the system). The Operator is also not liable for any harm incurred by a user as a result of using the Platform or participating in contests, unless such harm was caused intentionally or through the gross negligence of the Operator.

5.7. Indemnification of the Operator: In the event that any third-party rights are asserted against the Operator due to content uploaded by a user (for example, the photographer of a photo claims that the user has handled their work without authorisation; a person depicted in a photograph objects to an invasion of privacy; a rights holder alleges copyright infringement; a supervisory authority or the police address illegal content), the **User undertakes to provide the Operator with all cooperation** necessary to resolve such a matter and, at the same time, to **indemnify the Operator** for all harm (including the costs of legal representation, any fines or damages) that the Operator incurs due to the user’s unlawful conduct or breach of these GTC. This provision does not relieve the user of their liability directly towards the injured parties or public authorities.

6. Withdrawal from the Contract (Order Cancellation) – Consumer Information

6.1. Withdrawal from Contract within 14 Days: If the Buyer is a consumer, they have, in accordance with Section 1829 of the Civil Code, the right to withdraw from a purchase contract concluded by means of remote communication (i.e. via the internet) without giving any reason within a period of **14 days**. The withdrawal period is counted from the day following the day on which the Buyer or a third party designated by the Buyer (other than the carrier) **takes over the goods**; if the

contract involves several types of goods or the delivery of several parts, the period runs from the receipt of the last delivery of goods. For contracts for the provision of services or digital content not supplied on a tangible medium, the period runs from the conclusion of the contract. If the consumer was not informed of their right of withdrawal in accordance with the law, the withdrawal period is extended up to 1 year; however, because the Seller duly provides such information in these GTC as well as separately, the standard 14-day period applies.

6.2. Method of Withdrawal: To exercise the right of withdrawal, the Buyer must inform the Seller of their withdrawal by an unequivocal statement (e.g. a letter sent by post or e-mail). The Buyer may use a **model withdrawal form** available on the Seller's website (or provided via e-mail) for the withdrawal, but it is not required – any clear declaration of withdrawal will suffice. The withdrawal must be sent to the Seller no later than the last day of the 14-day period (it is sufficient to send the withdrawal notice before the period expires). The Seller will without undue delay confirm to the consumer by e-mail the receipt of the withdrawal notice.

6.3. Consequences of Withdrawal – Return of Goods and Refund: If the Buyer withdraws from the contract, they **must, no later than 14 days** from such withdrawal, **send or hand over to the Seller the goods received**. The goods should be returned complete, with all accessories and preferably in the original packaging. The costs associated with returning the goods (postage) are borne by the Buyer, unless the Seller has stated that it will bear them. The Seller **will return all payments** received from the Buyer, including the costs of delivery (except for any additional costs incurred if the Buyer chose a delivery method other than the cheapest standard delivery method offered by the Seller). The Seller will refund the money without undue delay, no later than 14 days from the withdrawal, using the same means of payment that the Seller received from the Buyer (unless the parties agree otherwise); **however, the refund may be refused** until the Seller has received the returned goods or the Buyer proves that they have sent the goods back – whichever occurs first.

6.4. Diminished Value of Returned Goods: The Buyer is liable for any decrease in the value of the goods which results from handling the goods in a manner other than that necessary to familiarise oneself with the nature, characteristics, and functioning of the goods (i.e. handling in a way other than one would in a physical shop). Therefore, if the goods have been used beyond the extent described above, the Seller may take such wear and tear into account and return the price to the Buyer reduced by an amount corresponding to the diminished value. Typically, for example: if the Buyer returns goods that are damaged or incomplete.

6.5. Cases in which Withdrawal is Not Possible: The consumer does **not** have the right to withdraw within 14 days in cases specified in Section 1837 of the Civil Code, in particular these types of contracts:

- **for the provision of services**, if they have been fully performed with the consumer's prior express consent before the expiration of the withdrawal period and the entrepreneur informed the consumer prior to concluding the contract that in such a case they would not have the right to withdraw from the contract;
- **for the supply of goods or services** the price of which is dependent on fluctuations of the financial market independent of the entrepreneur's will and which may occur during the withdrawal period;
- **for the supply of goods that have been adjusted according to the consumer's wishes** or for their person (custom-made items);
- **for the supply of goods which are liable to deteriorate rapidly** (e.g. perishable food) or goods with a short shelf-life, as well as goods that were, after delivery, **inseparably mixed** with other goods;
- **for the supply of goods in a sealed package**, which the consumer removed from the package and which cannot be returned for health or hygiene reasons (e.g. certain cosmetic and medical products after the hygienic seal has been broken);
- **for the supply of an audio or video recording or computer program in a sealed package**, if the consumer has broken that package;
- **for the supply of newspapers, periodicals or magazines** (withdrawal from a subscription is not permitted);
- **for transport, catering or leisure services**, where the entrepreneur undertakes to provide these performances at a specified date or period (e.g. tickets to events, accommodation reservations for a specific date, etc.);
- **for digital content**, if it was not delivered on a tangible medium and was delivered with the consumer's prior express consent before the expiration of the withdrawal period and the entrepreneur informed the consumer before concluding the contract that in such case they would not have the right to withdraw.

6.6. Withdrawal by Buyer before Delivery of Goods (Order Cancellation): The Buyer has the option, even before the goods are delivered, to withdraw from the contract by contacting the Seller (e.g. via e-mail): if the Seller has not yet dispatched the goods and agrees to the cancellation, such withdrawal becomes effective upon delivery of the notice to the Seller. In the case of a price already paid, the Seller will return the money within 14 days by the same method of payment. The Seller reserves the right to condition its consent to withdrawal on reimbursement of provable costs (e.g. for goods already packed and labour expended).

6.7. Withdrawal by the Seller: The Seller is entitled to withdraw from the contract in cases provided by law or these GTC. In particular, the Seller may do so if:

- the Buyer has not paid the purchase price properly and on time (a delay in payment longer than 14 days);
- the Buyer did not accept the goods upon delivery and, even after a notice, did not remedy the failure to accept within an additional period (see Articles 4.5 and 4.6);
- the goods are no longer manufactured or available or the supplier's price has changed significantly and the Buyer does not accept the price change – in such situations the Seller will propose a solution, and if no agreement with the Buyer is reached, the Seller has the right to withdraw and return any monies received to the Buyer.

The Seller's withdrawal is effective upon delivery to the customer. The Seller will return to the Buyer any price already paid, using the same method of payment. This provision does not affect the Seller's statutory rights to withdraw in other situations (e.g. due to impossibility of performance, force majeure, etc.).

7. Rights from Defective Performance (Product Complaints)

7.1. Conformity upon Receipt: The Seller is liable to the Buyer that the goods have no defects upon receipt and have the qualities that were agreed or, if not specified, the usual qualities, that they conform to the requirements of legal regulations, are in the appropriate quantity, measure or quality, and are suitable for the purpose which the Seller declares. If a defect manifests within the period set by the Civil Code from receipt, it is presumed that the goods were defective already at the time of receipt (unless proven otherwise); this period does not apply to items with a shorter shelf-life or used goods, where the parties may agree on a shorter period for exercising rights from defects.

7.2. Statutory Warranty (Liability for Defects): The Seller is liable for defects that become apparent after the goods have been received, within a period of **24 months** (or longer for some products if a longer warranty is provided by the manufacturer or the Seller). For used goods, this period may be reduced to 12 months, which would be explicitly stated in the offer. For consumable goods that are quickly used or perishable, a period is set instead of the warranty period for which the goods can be used in the usual way (e.g. foods with an expiration date, batteries with a certain lifespan, etc.). The Seller does not guarantee any particular lifetime for goods where it is determined by their natural properties (e.g. flowers, food). Upon the consumer's request, the Seller will provide a warranty in written form (warranty certificate); however, a proof of purchase containing the information required by law is sufficient. The warranty does not cover wear and tear of the item caused by its normal use.

7.3. Rights in Case of Defects: If the goods have a defect, the Buyer may demand its rectification. At their option, they may request **delivery of a new item** free of defects (replacement) or **repair** of the item, unless the chosen method is impossible or disproportionately expensive compared to the other (this assessment is made by the Seller). If neither replacement nor repair is possible, the Buyer may request a **reasonable discount on the price** or **withdraw from the contract** and demand a refund. The right to withdraw (refund) also arises if: a) the Seller refuses to remove the defect or fails to remove it within a reasonable time (up to 30 days from the complaint, unless otherwise agreed), b) the defect reoccurs or the goods have multiple defects, or c) the defect constitutes a substantial breach of contract. If the defect is minor, the Buyer is entitled to either have the defect remedied or a discount; withdrawal is permitted only if the Seller does not remedy the defect in time or refuses to remedy it. When a new item is delivered, the Buyer shall return the original item to the Seller at the Seller's expense.

7.4. Complaint Procedure: The Buyer shall claim defects (file a complaint) with the Seller without undue delay after discovering the defect. A recommended procedure is: notify the Seller (in writing or by e-mail) about the defect with a description or photo documentation, and provide the goods for complaint handling (by delivering them in person or sending them to the Seller's address). The Seller will issue a written confirmation indicating when the Buyer submitted the complaint, what the content of the complaint is, and what resolution the Buyer requests. The Seller will decide on the complaint no later than 30 days from its receipt (more complex cases within 30 days). If the Seller does not inform the Buyer of the handling of the complaint within the set period, it is considered that the complaint was accepted and the Buyer has the right to the requested form of resolution. In the case of a justified complaint, the Buyer is also entitled to reimbursement of necessary costs incurred in connection with making the claim (especially postage if the Buyer had to send the goods back).

7.5. Complaints Procedure: More detailed information on the complaints process, including contact details and addresses for sending complaints, is provided in a separate document "**Complaints Procedure**" (*Reklamační řád*), which is available on the Seller's website and forms an integral part of these GTC. By ticking the relevant box when placing an order, the Buyer acknowledges and agrees to the Complaints Procedure, as well as to these GTC.

8. Personal Data Protection (GDPR)

8.1. Processing of Personal Data: In connection with the conclusion of the contract and the provision of services, the Seller processes the personal data of the Buyer/User as a controller. Complete information on personal data processing is provided in a separate document "**Personal Data Processing Policy**" (Privacy

Policy), which is available on the Seller's website. The Buyer/User acknowledges that the Seller processes their personal data to the extent necessary for contract performance (e.g. to process the order, deliver goods, handle complaints – legal basis being the performance of a contract), to fulfil legal obligations (e.g. retaining accounting documents, recording complaints – legal basis being legal obligation), possibly on the basis of legitimate interest (e.g. internal customer records, service improvements) or on the basis of consent (sending commercial communications, if no other legal basis applies).

8.2. Purposes and Categories of Data: Personal data are processed for the following purposes:

Order Fulfilment and Contract Performance: identification and contact details (name, address, e-mail, telephone) for delivering goods and communication, details of the ordered goods, payment details.

Registration and Administration of User Account: e-mail, login credentials, and any additional information voluntarily provided in the profile.

Operation of the Platform (contests): data necessary for organising a contest (e.g. the name/nickname of the author of a work for evaluating and announcing the results), contact details for communication with winners; when participating in a contest, the provision of consent to data processing for the event may be required, especially regarding the marketing use of information about winners (e.g. publication of the winner's name and town of residence on the website).

Marketing Communication: sending newsletters and commercial information by e-mail – only if the data subject has given consent (or, in the case of existing customers, on the basis of legitimate interest an offer of similar goods may be sent, unless the recipient has refused it). The user has the right to unsubscribe from the newsletter at any time.

Cookies and Online Identifiers: Cookies are used on the website. Necessary cookies (for the functioning of the site, login, shopping cart) are processed on the basis of legitimate interest; analytical and marketing cookies only with the user's prior consent, which can be set via the cookie banner. Details of the cookies used are provided in the Personal Data Processing Policy or in a separate Cookies Policy on the website.

8.3. Data Retention Period: Personal data are stored only for the period strictly necessary: data for order fulfilment and contract performance until the expiration of the warranty period and thereafter for the period required by law (e.g. accounting documents for 5–10 years); user account data for the period of its active existence; contest data for the duration of the contest and shortly thereafter (e.g. 1 year for the winners' archive); marketing data until consent is withdrawn or the subscription is cancelled. After the relevant periods elapse, the data are securely deleted or anonymised.

8.4. Rights of Data Subjects: The data subject (user, customer) has the right to access their personal data, the right to rectification of inaccurate or outdated data, the right to erasure of personal data (to be “forgotten”) if the purpose has ended and there is no legal reason for further processing, the right to restriction of processing, the right to data portability to another controller (for data processed electronically on the basis of consent or contract), and the right to object to processing carried out on the basis of legitimate interest (including an objection to processing for direct marketing purposes). Furthermore, the data subject has the right to withdraw any consent given for processing at any time, without affecting the lawfulness of processing based on consent before its withdrawal. The data subject can exercise all their rights by contacting the Seller via the above contact details (preferably in writing or by e-mail). The Seller will handle the requests without undue delay, at the latest within 1 month (in complicated cases within 2 months, with information about the extension of the deadline).

8.5. Additional Information: The Seller declares that all personal data it processes are considered confidential and are secured by appropriate technical and organisational measures against misuse. Personal data are accessible only to authorised persons (employees or contracted processors, e.g. carriers for parcel delivery, IT service providers, accountants, etc.), and the Seller has concluded a data processing agreement with each processor in accordance with Article 28 of the GDPR. Personal data are not transferred to third countries outside the EU, except in situations where such a service itself requires it (e.g. an e-mail newsletter platform with servers in the USA) – in such a case, the Seller will ensure compliance with the conditions under the GDPR (standard contractual clauses or other legal instruments). If the Buyer believes that their data are being processed unlawfully, they have the right to file a complaint with a supervisory authority. The supervisory authority in the Czech Republic is the **Office for Personal Data Protection (ÚOOÚ)**, in Slovakia the **Office for Personal Data Protection of the Slovak Republic**, and in Poland the **Personal Data Protection Office (Urząd Ochrony Danych Osobowych)** – (the Seller provides these customary contacts due to the cross-border nature of the website). Contact information for the Data Protection Officer: (not appointed – not applicable if the Seller is not legally required to have one). For further details, see the Personal Data Processing Policy.

9. Other Provisions

9.1. Electronic Communication: The Buyer/User agrees to the use of remote communication means for concluding the contract as well as for subsequent communication. Contracts, orders, invoices, and other communications from the Seller may be executed in electronic form, in particular via e-mail or by publication in the user’s account, unless a written form is required by law. The Buyer likewise accepts that all communications within the performance of the contract (including

complaints, withdrawals, etc.) may take place electronically to the e-mail address provided by the Buyer.

9.2. Copyright in Website Content: The Operator's websites (including photographs, texts, graphics, etc., with the exception of user content defined in Article 5) are protected by the copyright of the Seller or its suppliers. Any use of the website content beyond what is permitted by statutory licence (e.g. for personal use) is allowed only with the prior consent of the Seller. In particular, it is prohibited to further download, copy or distribute the content of the website (including user-uploaded photographs published on it) for commercial purposes without the consent of the rights holders.

9.3. Service Limitations and Technical Downtime: The Operator reserves the right to reasonable time-limited technical downtime of the website necessary for maintenance or system updates. Users will be notified in advance in a timely manner on the website or by e-mail of any planned longer outages. The Operator is not liable for temporary inability to use the services due to such unavoidable downtime.

9.4. Out-of-Court Dispute Resolution: In the event that a consumer dispute arises between the Seller and the Buyer (consumer) from a purchase contract or a service contract, which cannot be resolved by mutual agreement, the Buyer may submit a proposal for out-of-court resolution of such a dispute to the competent entity for out-of-court consumer dispute resolution. In the Czech Republic, this entity is the **Czech Trade Inspection Authority** (Central Inspectorate – ADR Department, Štěpánská 15, 120 00 Prague 2, web: www.coi.cz, email: adr@coi.cz). The online dispute resolution platform operated by the European Commission can be found at <https://ec.europa.eu/consumers/odr/>. The Seller is obliged to participate in out-of-court dispute resolution if the consumer requests it. This provision arises from Act No. 634/1992 Coll., on Consumer Protection, and is not intended to deprive the consumer of their right to bring a claim before a court.

9.5. Service of Documents: The contracting parties may deliver routine communications to the electronic addresses given in the contact information (to the Buyer, typically to the e-mail provided in the order; to the Seller, to the e-mail address listed on the website for customer inquiries). In the event that it is necessary to serve a document of a legal nature, this may be done by registered post through a postal service provider; delivery is considered effected even by refusal of the parcel or by the parcel not being collected within 10 days of it being stored.

9.6. Final Provisions: If a relationship established by a purchase contract contains an international (foreign) element, then the parties agree that it shall be governed by Czech law. This does not affect the consumer's rights arising from generally binding legal regulations. If any provision of the GTC is invalid or ineffective, or becomes so, a provision whose meaning is as close as possible to the invalid provision shall

replace it (the so-called severability clause). The invalidity or ineffectiveness of one provision does not affect the validity of the other provisions. **The Seller reserves the right to unilaterally amend or supplement the GTC** (particularly in the event of changes in legislation or changes to its business model). The new wording of the GTC will be published on the Seller's websites at least 14 days prior to the effective date of the change; for registered users and customers, the change may be communicated by e-mail. If a customer does not agree with the new version of the GTC, they have the right to terminate their user account or to terminate their framework relationship with the Seller without penalty (provided no specific contract is ongoing at that time). Otherwise, after the specified effective date, the customer is deemed to have agreed to the changed GTC.

9.7. Contact Details and Effectiveness: These GTC become valid and effective on 01.05.2026. The current version of the GTC is published at <https://www.matistoteles.com/vseobecne-obchodni-podminky> . The version of the GTC that is binding for the Buyer is the one in effect on the day the order is sent (or the day of user registration or other legal act with the Seller).