

## Consumer Information

### 1. Mandatory disclosures

The Intermediary shall provide the Interested Party, who is a consumer within the meaning of Section 419 of Act No. 89/2012 Coll., as amended—that is, a person who enters into a Contract outside the scope of their business activities or outside the scope of the independent practice of their profession—with the following information:

- 1.1. The Intermediary's website contains information about the Intermediary's identity, including all contact details (phone number, registered office, etc.).
- 1.2. The Intermediary's website contains a list of services offered by the Intermediary for sale or brokerage.
- 1.3. The costs of remote communication services are the same as the standard rate (including internet and telephone connections, subject to your provider's terms and conditions); these costs are borne by the Interested Party. The Intermediary does not charge any additional fees.
- 1.4. The Intermediary requires payment of the Fee prior to commencing the provision of services to the Interested Party.
- 1.5. The prices of the Intermediary's services are listed on the Intermediary's website both inclusive and exclusive of VAT, including all fees required by law. The Interested Party is required to pay the price of the goods, including VAT and all fees required by law.
- 1.6. Prices for services, including taxes, and the duration of these prices are based on the current offer.
- 1.7. The Contract is entered into for a fixed term, as agreed upon individually; the terms of termination are specified in the Contract.
- 1.8. The method of payment is specified in the Contract.
- 1.9. If the Interested Party is a consumer, they have the right to withdraw from the Contract concluded with the Intermediary within fourteen days of the Contract's conclusion; such withdrawal must be sent in writing in a manner that reliably identifies the Interested Party, i.e., via an authorized ticket, a data box, or a registered letter sent to the Intermediary's place of business.
- 1.10. The executed Contract, or the relevant tax document, will be stored in the Intermediary's electronic archive, and the Intermediary's registered users will have access to this information in their profile.
- 1.11. The consumer cannot cancel the Contract:
  - a) regarding the delivery of goods for which the price depends on fluctuations in the financial market beyond the control of the Intermediary and which may occur during the withdrawal period,
  - b) regarding the delivery of goods that have been customized according to the consumer's specifications or for the consumer's personal use,

- c) regarding the delivery of perishable goods, as well as goods that have been irrevocably mixed with other goods after delivery,
- d) regarding repairs or maintenance performed at a location specified by the consumer at their request; however, this does not apply in the event that repairs other than those requested are subsequently performed or spare parts other than those requested are supplied,
- e) regarding the delivery of goods in sealed packaging that the consumer has removed from the packaging and cannot be returned for hygiene reasons,
- f) regarding the delivery of an audio or video recording or a computer program, if the original packaging has been opened,
- g) regarding the delivery of newspapers, periodicals, or magazines,
- h) regarding transportation or leisure activities, provided that the business provides such services within the specified timeframe,
- i) regarding the delivery of digital content, provided that 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 seller informed the consumer prior to the conclusion of the Contract that in such a case the consumer has no right to withdraw from the Contract.

In the event of withdrawal from the Contract, the consumer shall bear the costs associated with returning the goods; and, in the case of a Contract concluded by means of distance communication, the costs of returning the goods if, due to their nature, the goods cannot be returned by standard mail;

- 1.12. A consumer may file a complaint with a supervisory authority or a government regulatory agency.
- 1.13. The Intermediary hereby states that in all cases where, pursuant to this Contract, digital content is delivered on a non-tangible medium prior to the expiration of the withdrawal period, the Interested Party shall not have the right to withdraw from this Contract if they consent to such delivery prior to the expiration of the withdrawal period.
- 1.14. The Intermediary is liable to the Interested Party for defects in the services provided, consisting primarily of the failure to provide the service in the scope or to the extent ordered.
- 1.15. The Interested Party is entitled to exercise their right to claim for defects in the services without undue delay with the Intermediary and has the right to request:
  - a) If the defect is repairable, the consumer may either demand that the defect be repaired or request a reasonable price reduction. If the defect cannot be repaired and the item cannot be used properly as a result, the consumer may either cancel the Contract or request a reasonable price reduction..
  - b) If the defective service or delivery is a significant breach of Contract, the Interested Party has the right to:
    - i. request removal of the defect

- ii. demand a reasonable discount on the price, or
  - iii. withdraw from the Contract.
- c) The Interested Party shall inform the Intermediary of the right they have chosen either at the time of reporting the defect or without undue delay after reporting the defect. The Interested Party may not change their choice without the Intermediary's consent; this does not apply if the Interested Party requested the repair of a defect that proves to be irreparable. If the Intermediary fails to remedy the defects within a reasonable time or notifies the Interested Party that the defects will not be remedied, the Interested Party may, instead of having the defect remedied, request a reasonable discount on the price or may withdraw from the Contract.
- d) If the Interested Party does not exercise their right in a timely manner, they shall have the rights set forth in iii).
- 1.16. If the defective service or delivery is a minor breach of Contract, the Interested Party is entitled to have the defect remedied or to a reasonable price reduction.
- 1.17. Unless the Interested Party exercises the right to a price reduction or withdraws from the Contract, the Intermediary may deliver the missing item or remedy the legal defect. The Intermediary may remedy other defects, at its discretion, by repairing the item or delivering a new one; this choice must not result in unreasonable costs for the Interested Party.
- 1.18. If the Intermediary fails to remedy the defect in a timely manner or refuses to do so, the Interested Party may request a price reduction or may withdraw from the Contract. The Interested Party may not change this decision without the Intermediary's consent..
- 1.19. Until the defect is remedied, the Interested Party is not required to pay the portion of the price that is reasonably estimated to correspond to their right to a discount.
- 1.20. The Interested Party is not entitled to remedies for defective service or delivery if he or she caused the defect.
- 1.21. If the Interested Party so requests, the Intermediary shall confirm in writing the scope and duration of its obligations in the event of defective performance. The confirmation shall also include the Intermediary's name, registered office, and identification number, as well as any other information necessary to verify its identity.
- 1.22. Claims arising from defects must be filed with the Intermediary in writing at the following address: INTERNET CZ, a.s., with its registered office at Ktiš No. 2, 384 03 Ktiš, ID No.: 26043319, or via the Intermediary's email: sales@forpsi.com, specifically by describing the defect or how it manifests itself. If the Interested Party exercises their rights arising from defective service or delivery, the Intermediary shall confirm in writing when the right was exercised, as well as the performance of the repair and its duration.
- 1.23. Procedure for Reporting Defects – Filing a Complaint
- a) Complaints Procedure
    - a. When filing a complaint, it is necessary to notify the Intermediary in writing of the objections and describe them in detail without undue delay after discovering the

Intermediary's defective performance. The written objection must include at least:

- i. first and last name, company name, and business ID of the Interested Party
- ii. identification information
- iii. description of the defect or complaint
- iv. proposed resolution of the claim, including a specification of the claim for liability for defects

b. If the documents sent by the Interested Party to the Intermediary's address do not contain the above-mentioned information necessary for the proper filing of a complaint, they will not be considered a complaint.

c. The written complaint will be sent to the Intermediary's address.

b) Procedure and deadlines for handling complaints

a. The Intermediary is obliged to resolve a complaint (including, where applicable, the removal of the defect) filed by a Interested Party who is a consumer without undue delay, within a timeframe appropriate to the complexity and nature of the alleged defect, and no later than 30 days from the date the complaint was filed, unless the Intermediary and the Interested Party have agreed on a longer period.

b. After reviewing the submitted documents, the Intermediary may handle the complaint as follows:

- i. accept the complaint as valid and take corrective action
- ii. not accept the complaint as valid

The Interested Party will be informed of the final resolution of the complaint.

c. In the event of an unjustified complaint, the Intermediary has the right to charge the Interested Party an amount corresponding to the reasonable costs incurred in handling the complaint (this applies only to Interested Parties who are not consumers).

## **2. Notice regarding the right to withdraw from the Contract in accordance with Section 1820(1) of Act No. 89/2012 Coll. and Section 1829 of Act No. 89/2012 Coll..**

### 2.1. Right to withdraw from the Contract

a) You have the right to withdraw from this Contract within 14 days without giving any reason.

b) You have the right to withdraw from this Contract without giving any reason within 14 days from the day following the date of conclusion of the Contract. To exercise your right of withdrawal, you must notify the Intermediary of your withdrawal from this Contract by means of a unilateral legal act (such as a letter sent via a postal service provider, email, or a data box).

- c) To meet the deadline for withdrawing from this Contract, it is sufficient to send your notice of withdrawal before the deadline expires.

## 2.2. Consequences of Withdrawal from the Contract

- d) If you withdraw from this Contract, we will refund to you without undue delay, and no later than 14 days from the date on which we received your notice of withdrawal, all payments we have received from you, including delivery costs (except for any additional costs resulting from your choice of a delivery method other than the cheapest standard delivery method we offer) . We will use the same payment method you used for the initial transaction to refund the payments, unless you have expressly specified otherwise. In no event will this result in any additional costs for you.
- e) Since we provide services, there are no costs associated with returning goods; you are responsible for the costs of exercising your right of withdrawal (i.e., primarily shipping costs, etc.).
- f) If the consumer withdraws from a Contract concluded with the Intermediary (the subject of which is the provision of services) and the Intermediary has begun performance at the consumer's express request prior to the expiration of the withdrawal period, the Consumer shall pay the Intermediary a proportionate portion of the agreed price for the services provided up to the time of withdrawal from the Contract. If the agreed price is unreasonably high, the consumer shall pay the Intermediary a proportionate part of the price corresponding to the market value of the performance provided.

## 3. Consumer Declaration of Interest

- 3.1. The Interested Party expressly requests that the Intermediary commence providing the service under the Contract being concluded with the Intermediary prior to the expiration of the 14-day withdrawal period under the Civil Code and acknowledges that by granting this consent, their right to withdraw from the Contract pursuant to Section 1837(l) of the Civil Code is waived. The interested consumer further agrees and acknowledges that if digital content is delivered to him/her under the Contract on a non-tangible medium before the expiration of this withdrawal period, he/she has no right to withdraw from the Contract.
- 3.2. In the event of a conflict, the provisions of these Terms and Conditions and the legal provisions that are more favorable to the consumer and serve the consumer's interests shall apply to the consumer..