

## **Terms and Conditions of the Business Company**

**ZOOKEE s.r.o.**

**Klimentská 2067/34**

**Praha 1, 110 00**

**ID No.: 26001217**

**VAT No.: CZ26001217**

**Commercial Register: Municipal Court in Prague, File No.: odd. C, vl.115886**

*for the sale of goods via the online shop located at the following Internet addresses:*

[www.zookee.cz](http://www.zookee.cz), [www.zookee.eu](http://www.zookee.eu), [www.sensor.cz](http://www.sensor.cz), [www.sensorclothing.com](http://www.sensorclothing.com),

[www.bikeporn.cz](http://www.bikeporn.cz), [www.bikeporn.cc](http://www.bikeporn.cc), [www.freshtrash.cc](http://www.freshtrash.cc)

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## **1. PRELIMINARY PROVISIONS**

**1.1.** These Terms and Conditions (hereinafter “Terms and Conditions”) of the business company ZOOKEE s.r.o., having its registered office at Klimentská 2067/34, Praha 1, 110 00, with identification number 26001217, registered in the Commercial Register maintained by the Municipal Court in Prague (file no.: odd. C, vl.115886) (hereinafter “Seller”), regulate, in accordance with § 1751 paragraph 1 of Act No. 89/2012 Coll., the Civil Code (hereinafter “Civil Code”), the mutual rights and obligations of the contracting parties arising in connection with or on the basis of the sales contract (hereinafter “Sales Contract”) concluded between the Seller and any natural person (hereinafter “Buyer”) through the Seller’s online shop. The online shop is operated by the Seller on one of the websites listed in the heading of this document (hereinafter “Website”) through the interface provided on the Website (hereinafter “Online Shop Interface”).

**1.2.** The Terms and Conditions do not apply in cases where the person intending to purchase goods from the Seller is a legal entity or a person who, when ordering goods, acts in the course of his/her business activities or in the exercise of an independent profession.

**1.3.** Provisions deviating from these Terms and Conditions may be agreed upon in the Sales Contract. Such deviating provisions shall take precedence over the provisions of these Terms and Conditions.

**1.4.** The provisions of these Terms and Conditions are an integral part of the Sales Contract. The Sales Contract and these Terms and Conditions are drawn up in the Czech language. The Sales Contract may be concluded in the Czech language.

**1.5.** The Seller may change or supplement the wording of these Terms and Conditions. Such modifications shall not affect rights and obligations that have already arisen under the previous version of the Terms and Conditions.

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## **2. USER ACCOUNT**

**2.1.** Based on the Buyer’s registration on the Website, the Buyer may access his/her personal user interface. From his/her user interface, the Buyer may place orders for goods (hereinafter

“User Account”). In cases where the Online Shop Interface permits, the Buyer may also place orders directly from the Online Shop Interface without registration.

**2.2.** When registering on the Website and when ordering goods, the Buyer is obliged to provide all required information correctly and truthfully. The Buyer shall update any changes to the information provided in the User Account. The information provided by the Buyer in the User Account and when ordering goods is deemed correct by the Seller.

**2.3.** Access to the User Account is secured by a username and password. The Buyer is obliged to keep confidential the information necessary to access his/her User Account.

**2.4.** The Buyer is not entitled to allow third parties to use his/her User Account.

**2.5.** The Seller may cancel a User Account, in particular if the Buyer does not use his/her account for more than 2 years or if the Buyer breaches his/her obligations under the Sales Contract (including these Terms and Conditions).

**2.6.** The Buyer acknowledges that the User Account may not be available continuously, especially due to the necessary maintenance of the Seller’s hardware and software, or that of third parties.

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### **3. CONCLUSION OF THE SALES CONTRACT**

**3.1.** All presentations of goods displayed in the Online Shop Interface are for informational purposes only, and the Seller is not obliged to conclude a Sales Contract for such goods. The provisions of § 1732 paragraph 2 of the Civil Code shall not apply.

**3.2.** The Online Shop Interface contains information about the goods, including the prices of individual goods. The prices are stated including value-added tax and all related fees. The prices remain valid for as long as they are displayed in the Online Shop Interface. This provision does not limit the Seller’s possibility to conclude a Sales Contract under individually agreed conditions.

**3.3.** The Online Shop Interface also contains information about the costs associated with packing and delivering the goods. The information regarding the costs for packing and delivering goods as stated in the Online Shop Interface applies only in cases where the goods are delivered within the territory of the Czech Republic.

**3.4.** To order goods, the Buyer completes the order form in the Online Shop Interface. The order form contains, in particular, information regarding:

**3.4.1.** the ordered goods (the Buyer “places” the ordered goods in the electronic shopping cart of the Online Shop Interface),

**3.4.2.** the method of payment for the purchase price, details regarding the requested method of delivery of the ordered goods, and

**3.4.3.** information about the costs associated with the delivery of the goods (together hereinafter “Order”).

**3.5.** Prior to sending the Order to the Seller, the Buyer is allowed to review and modify the information he/she has entered into the Order, including the opportunity to detect and correct any errors that occurred during data entry. The Order is sent by the Buyer to the Seller by clicking the “Buy” button. The information contained in the Order is deemed correct by the Seller.

**3.6.** Sending the Order is regarded as an act by the Buyer that unambiguously identifies the ordered goods, the purchase price, the identity of the Buyer, the method of payment, and constitutes a binding offer to conclude a Sales Contract by both contracting parties. A condition for the validity of the Order is that all required fields in the order form have been completed, that the Buyer has read these Terms and Conditions on the Website, and that the Buyer confirms having familiarized himself/herself with these Terms and Conditions.

**3.7.** Immediately after receiving the Order, the Seller shall confirm receipt to the Buyer by email, sent to the Buyer’s email address provided either in the User Account or in the Order (hereinafter “Buyer’s Email Address”).

**3.8.** Depending on the nature of the Order (e.g., the quantity of goods, the purchase price, the anticipated delivery costs), the Seller is always entitled to request additional confirmation of the Order from the Buyer (for example, in writing or by telephone).

**3.9.** The offer to conclude a Sales Contract in the form of an Order is valid for fifteen (15) days.

**3.10.** The contractual relationship between the Seller and the Buyer is established upon the delivery of the acceptance of the Order (i.e. the acceptance), which is sent by the Seller to the Buyer by email to the Buyer’s Email Address.

**3.11.** The Seller reserves the right to merge two or more Orders into one if the Buyer’s billing and delivery details in the Orders are identical. In such a case, the costs for delivery and any marketing actions shall be charged only once.

**3.12.** In the event that any of the requirements specified in the Order cannot be fulfilled by the Seller, the Seller shall send the Buyer a modified offer via the Buyer’s Email Address, indicating possible variants of the Order and requesting the Buyer’s opinion.

**3.13.** The modified offer is deemed a new proposal for a Sales Contract and, in such case, the Sales Contract is concluded only upon the Buyer’s acceptance via email.

**3.14.** The Buyer agrees to the use of remote communication means when concluding the Sales Contract. The Buyer shall bear any costs incurred by the use of such remote communication means (e.g., internet connection fees, telephone call charges) in connection with the conclusion of the Sales Contract; such costs shall not exceed the basic rate.

**3.15.** The Buyer agrees to receive invoices and other documents by email.

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## **4. PRICE OF THE GOODS AND PAYMENT TERMS**

**4.1.** The purchase price of the goods and any costs associated with the delivery of the goods under the Sales Contract may be paid by the Buyer to the Seller in cash on delivery to the transport company, by online payment via credit/debit card, or by pro forma invoice.

**4.2.** Together with the purchase price, the Buyer is obliged to pay the Seller the costs associated with packing and delivering the goods in the agreed amount. Unless expressly stated otherwise, the term “purchase price” shall also include the costs associated with the delivery of the goods.

**4.3.** The Seller does not require the Buyer to pay any deposit or any similar advance payment. This shall not affect the provision of Article 4.6 of these Terms and Conditions regarding the obligation to pay the full purchase price in advance.

**4.4.** In the case of cash payment or payment on delivery, the purchase price shall be due at the time of receipt of the goods. In the case of a cashless payment, the purchase price shall be due within 14 days of the conclusion of the Sales Contract.

**4.5.** In the case of a cashless payment, the Buyer is obliged to remit the purchase price of the goods together with the specified variable symbol for the payment. The Buyer’s obligation to pay the purchase price is deemed fulfilled at the moment when the corresponding amount is credited to the Seller’s account.

**4.6.** The Seller is entitled, especially in the event that the Buyer does not provide further confirmation of the Order (see Article 3.8), to require payment of the full purchase price even before dispatching the goods to the Buyer. The provisions of § 2119 paragraph 1 of the Civil Code shall not apply.

**4.7.** Any discounts on the purchase price granted by the Seller to the Buyer cannot be combined with one another.

**4.8.** If it is customary in business transactions or if generally binding legal regulations so provide, the Seller shall issue a tax document – an invoice – for payments made by the Buyer under the Sales Contract. The Seller is a VAT payer. The tax document – invoice – shall be issued by the Seller to the Buyer after the purchase price has been paid and shall be sent in electronic form to the Buyer’s email address.

**4.9.** In accordance with the Act on the Recording of Sales, the Seller is obliged to issue a receipt to the Buyer. The Seller is also obliged to record the received sale online with the tax authority; in the event of a technical failure, no later than within 48 hours.

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## **5. WITHDRAWAL FROM THE SALES CONTRACT**

**5.1.** The Buyer acknowledges that pursuant to § 1837 of the Civil Code, one may not, inter alia, withdraw from a Sales Contract for:

**5.1.1.** the delivery of goods whose price depends on fluctuations of the financial market independently of the Seller’s will and which may occur during the withdrawal period,

**5.1.2.** the delivery of alcoholic beverages, which may be delivered only after thirty days and whose price depends on fluctuations of the financial market independently of the Seller’s

will,

**5.1.3.** the delivery of goods that have been customized according to the Buyer's wishes or for his/her personal use,

**5.1.4.** the delivery of goods that are perishable or goods that, after delivery, have been irrevocably mixed with other goods,

**5.1.5.** the delivery of goods in a sealed package, which the Buyer has unsealed and which cannot be returned for hygienic reasons,

**5.1.6.** the delivery of an audio or audiovisual recording or computer program, if its original packaging has been broken,

**5.1.7.** the delivery of newspapers, periodicals, or magazines,

**5.1.8.** the delivery of digital content, if it was not provided on a tangible medium and was supplied with the Buyer's explicit prior consent before the expiry of the withdrawal period and the Seller informed the Buyer before the conclusion of the contract that in such a case the Buyer would not have the right to withdraw from the contract.

**5.2.** In cases other than those specified in Article 5.1 or any other cases where withdrawal from the Sales Contract is not possible, the Buyer shall have the right, in accordance with § 1829 paragraph 1 of the Civil Code, to withdraw from the Sales Contract within fourteen (14) days from the receipt of the goods, whereby in the event that the Sales Contract covers several types of goods or multiple deliveries, the withdrawal period shall run from the day of receipt of the final delivery. The withdrawal from the Sales Contract must be sent to the Seller within the period specified in the preceding sentence.

**5.3.** The Buyer may send the withdrawal from the Sales Contract to the address of the Headquarters – E-shop, which is provided in the contacts of the E-shop. The provisions regarding the delivery of withdrawal notifications are governed by Article 11 of these Terms and Conditions.

**5.4.** In the event of withdrawal from the Sales Contract in accordance with Article 5.2 of these Terms and Conditions, the Sales Contract shall be annulled from the outset. The goods must be returned to the Seller within fourteen (14) days from the notification of withdrawal. Should the Buyer withdraw from the Sales Contract, the Buyer shall bear the costs associated with returning the goods to the Seller, even in cases where the goods cannot be returned by ordinary postal service due to their nature.

**5.5.** In the event of withdrawal from the Sales Contract pursuant to Article 5.2 of these Terms and Conditions, the Seller shall refund the monetary funds received from the Buyer within fourteen (14) days from the date of withdrawal from the Sales Contract, using the same method by which the Seller received payment from the Buyer. The Seller is also entitled to recover any performance already provided by the Buyer either at the time of the return of the goods or by another method if the Buyer agrees and no further costs are incurred by the Buyer. Should the Buyer withdraw from the Sales Contract, the Seller is not obliged to refund the received funds until the Buyer returns the goods or provides evidence that the goods have been dispatched to the Seller.

**5.6.** The Seller is entitled to unilaterally set off any claim for damages arising from defects in the goods against the Buyer's claim for a refund of the purchase price.

**5.7.** Until the Buyer takes possession of the goods, the Seller is entitled to withdraw from the Sales Contract at any time. In such a case, the Seller shall refund the Buyer's purchase price without undue delay by a cashless transfer to the account designated by the Buyer.

**5.8.** In the event that a gift is provided to the Buyer along with the goods, the gift agreement between the Seller and the Buyer is concluded with the condition precedent that if the Buyer withdraws from the Sales Contract, the gift agreement shall become ineffective and the Buyer is obliged to return the gift to the Seller together with the goods.

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## **6. TRANSPORT AND DELIVERY OF GOODS**

**6.1.** In the event that the method of transport is agreed upon based on a special request of the Buyer, the Buyer shall bear the risk and any additional costs associated with this mode of transport.

**6.2.** If, according to the Sales Contract, the Seller is obliged to deliver the goods to a location designated by the Buyer in the Order, the Buyer is obliged to accept the goods at the time of delivery.

**6.3.** In the event that, for reasons attributable to the Buyer, it becomes necessary to deliver the goods repeatedly or in a manner different from that stated in the Order, the Buyer shall be obliged to pay the costs associated with the repeated delivery or with the alternative method of delivery.

**6.4.** Upon receipt of the goods from the carrier, the Buyer is obliged to check the integrity of the packaging. In the event of any damage, the Buyer shall immediately report the damage to the carrier. If damage to the packaging is found that indicates unauthorized tampering with the shipment, the Buyer may refuse to accept the shipment from the carrier.

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## **7. RIGHTS ARISING FROM DEFECTIVE PERFORMANCE**

**7.1.** The rights and obligations of the contracting parties regarding defective performance shall be governed by the applicable generally binding regulations (in particular, the provisions of §§ 1914–1925, §§ 2099–2117, and §§ 2161–2174 of the Civil Code).

**7.2.** The Seller warrants to the Buyer that, upon receipt, the goods are free from defects. In particular, the Seller warrants that at the time the Buyer takes possession of the goods:

**7.2.1.** the goods possess the characteristics agreed upon by the parties, and in the absence of such agreement, have the characteristics described by the Seller or manufacturer or which the Buyer reasonably expected in light of the nature of the goods and any advertising,

**7.2.2.** the goods are suitable for the purpose indicated by the Seller or for the use to which goods of this kind are ordinarily put,

**7.2.3.** the goods conform in quality or workmanship to the sample or model agreed upon, if the quality or workmanship was determined according to such sample or model,

**7.2.4.** the quantity, measure, or weight of the goods is as agreed, and

**7.2.5.** the goods comply with the requirements of applicable legal regulations.

**7.3.** The provisions stated in Article 7.2 shall not apply to goods sold at a lower price on account of a defect for which the lower price was agreed, to wear and tear resulting from the normal use of the goods, to used goods with defects corresponding to the extent of use or wear present at the time of delivery to the Buyer, or if it is inherent in the nature of the goods.

**7.4.** If a defect manifests itself within six months from the date of delivery, it shall be presumed that the goods were defective at the time of delivery.

**7.5.** The Buyer shall assert any rights arising from defective performance with the Seller at the address of the Seller's place of business where the acceptance of complaints is possible with respect to the assortment of goods sold, or alternatively at the Seller's registered office or business address. The moment the Seller receives the complained-about goods from the Buyer shall be considered the moment the complaint is made.

**7.6.** Additional rights and obligations of the parties related to the Seller's liability for defects may be regulated by the Seller's Complaints Procedure.

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## **8. OTHER RIGHTS AND OBLIGATIONS OF THE CONTRACTING PARTIES**

**8.1.** The Buyer acquires ownership of the goods upon full payment of the purchase price.

**8.2.** The Seller is not bound to the Buyer by any code of conduct within the meaning of § 1826 paragraph 1 letter e) of the Civil Code.

**8.3.** The Seller ensures the out-of-court handling of consumer complaints via the email address: info@zooke.cz. The Seller will send the Buyer information regarding the handling of the complaint to the Buyer's email address.

**8.4.** The Seller is entitled to sell goods on the basis of a trade license. The trade license is subject to inspection by the competent trade authority. Oversight in the area of personal data protection is exercised by the Office for Personal Data Protection. The Czech Trade Inspection Authority exercises oversight, among other things, regarding compliance with Act No. 634/1992 Coll., on Consumer Protection, as amended.

**8.5.** The Buyer hereby assumes the risk of changes in circumstances within the meaning of § 1765 paragraph 2 of the Civil Code.

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## **9. PROCESSING AND PROTECTION OF PERSONAL DATA**

**9.1.** The Buyer acknowledges that the Seller, in its role as the controller of personal data, processes the Buyer's personal data (in particular, identification, address, authentication, and contact details as well as data relating to the performance of contractual relationships) for the following purposes:

**9.1.1.** the conclusion and performance of contracts;

**9.1.2.** registration in the online shop;

- 9.1.3.** the operation of the Seller's online shop;
- 9.1.4.** the protection of its own rights and legal claims;
- 9.1.5.** administrative needs, record keeping, and statistical purposes;
- 9.1.6.** the fulfillment of generally mandated legal obligations.

**9.2.** The legal bases for the processing of personal data for the purposes listed above are as follows:

**9.2.1.** for the purpose referred to in 9.1.1, the necessity of processing for the performance of contracts in relation to the Buyer's data as a natural person, and, in respect of data concerning other persons, the Seller's legitimate interest in performing concluded contracts;

**9.2.2.** the Seller's legitimate interest in providing its services as per 9.1.2, the Terms and Conditions, and in operating the online shop as per 9.1.3;

**9.2.3.** the Seller's legitimate interest in the proper protection and enforcement of its rights and claims as per 9.1.4;

**9.2.4.** the Seller's legitimate interest in the administration, record keeping of concluded contracts, and in generating statistics for the purposes of 9.1.5;

**9.2.5.** the necessity for the performance of the Seller's statutory obligations, particularly in the areas of taxation and accounting, for the purpose referred to in 9.1.6.

**9.3.** Personal data shall be processed for as long as is necessary to fulfill the relevant purpose or for as long as the purpose remains current, in particular:

**9.3.1.** for the purposes referred to in 9.1.1, 9.1.2, 9.1.3, 9.1.4, and 9.1.5, for the duration of the contractual relationship or for as long as the Buyer's registration remains valid;

**9.3.2.** for the purpose referred to in 9.1.6, for the duration of the fulfillment of the applicable statutory obligations.

**9.4.** The personal data of the persons mentioned in paragraph 9.1 shall, for the purposes stated above, be transferred to other recipients acting as controllers and processors. Such recipients may include:

**9.4.1.** the Seller's business partners;

**9.4.2.** public authorities, such as the police, bailiffs, the Financial Administration, in cases where this is imposed on the Seller by law or where it is necessary for the protection of the Seller's rights and legal claims;

**9.4.3.** persons involved in communication processes, such as those ensuring postal and e-mail distributions;

**9.4.4.** persons acting as IT administrators, service providers, website operators and related service providers responsible for technical operations or other processing operations and their subcontractors;

**9.4.5.** other categories of recipients as specified on the Seller's website.

**9.5.** The Buyer is entitled to:

**9.5.1.** request access to his/her personal data;

**9.5.2.** request the correction, completion, or deletion of personal data;

**9.5.3.** request the restriction of processing of personal data;

**9.5.4.** request an explanation regarding the processing of personal data;

**9.5.5.** object to the processing of personal data, including for marketing purposes – such an objection may be raised by the data subject at the time of concluding the contract, and, if applicable, with each individual commercial communication, or at any other time;

**9.5.6.** exercise the right to data portability;



**9.5.7.** exercise the right to lodge a complaint regarding the processing of personal data with the Office for Personal Data Protection.

**9.6.** All rights may be exercised using the following contact details of the Seller:

**9.6.1.** E-mail: [mj@zookee.cz](mailto:mj@zookee.cz);

**9.6.2.** Delivery Address: the registered office of the Company.

**9.7.** The Seller is obliged to inform the Buyer about the processing of his/her personal data to the extent set out in this Article of the Terms and Conditions and shall, without undue delay, inform the Buyer of any transfer of the Buyer's personal data to any recipients or processors. The Seller shall provide such information in a form that is easily understandable, taking into account the circumstances and the Buyer's capacity.

**9.8.** The Seller's obligation to inform the data subjects pursuant to paragraph 9.7 shall similarly apply to any changes regarding the information on the processing of personal data.

**9.9.** Both the Seller and the Buyer acknowledge that the information contained in this Article of the Terms and Conditions does not constitute a contractual agreement. The Seller is obliged to keep this information on processing up to date and, for that reason, any subsequent changes shall not be subject to limitations or additional rights of the Buyer. The Seller is entitled to change this information at any time and shall inform the Buyer by the means provided in these Terms and Conditions.

**9.10.** Information concerning the processing, protection, and security of personal data is set forth in the "Information on the Processing of Personal Data of Zookee s.r.o." and is published on the websites: [www.zookee.cz](http://www.zookee.cz) and [www.zookee.eu](http://www.zookee.eu).

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## **10. DELIVERY**

**10.1.** Any notifications concerning the relationship between the Seller and the Buyer, in particular those regarding withdrawal from the Sales Contract, must be delivered by post in the form of a registered letter, unless otherwise specified in the Sales Contract. Such notifications shall be delivered to the appropriate contact address of the other party and shall be deemed received and effective at the time they are delivered by the postal service, with the exception of withdrawal notifications made by the Buyer, where the withdrawal shall be effective if the notification is sent by the Buyer within the withdrawal period.

**10.2.** A notification shall also be deemed delivered if its receipt has been refused by the addressee, if it has not been collected within the designated storage period, or if it has been returned as undeliverable.

**10.3.** The contracting parties may deliver routine correspondence to each other via e-mail, using the e-mail address provided in the Buyer's User Account or provided by the Buyer in the Order, or the address stated on the Seller's website.

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## **11. FINAL PROVISIONS**

**11.1.** In cases where the Sales Contract contains an international (foreign) element, the parties agree that the relationship shall be governed by Czech law. This shall not affect the rights of the consumer arising from generally binding legal regulations.

**11.2.** In the event of a dispute between the Buyer as a consumer and the Seller, the consumer may also use alternative dispute resolution. In such a case, the Buyer as a consumer may contact the alternative dispute resolution body, which is the Czech Trade Inspection Authority ([www.coi.cz](http://www.coi.cz)), and proceed in accordance with the rules provided therein. More information on alternative dispute resolution may also be found on the Czech Trade Inspection Authority's website. Initiation of an alternative dispute resolution procedure is also possible via the online form at: <https://webgate.ec.europa.eu/odr/>.

**11.3.** Should any provision of these Terms and Conditions be or become invalid or unenforceable, such invalid or unenforceable provision shall be replaced by a provision that most closely approximates the original intent of the invalid provision. The invalidity or unenforceability of any single provision shall not affect the validity of the remaining provisions. Any modifications or supplements to the Sales Contract or these Terms and Conditions shall require written form.

**11.4.** The Sales Contract, including these Terms and Conditions, is archived by the Seller in electronic form and is not accessible to the Buyer.

**11.5.** The Seller's contact details, the address for delivery and handling of complaints are as follows:

ZOOKEE s.r.o.  
Milady Horákové 46  
Svitavy, 568 02  
Tel.: +420 461 530 983  
E-mail: [info@zookee.cz](mailto:info@zookee.cz)

Dated in Svitavy on: 18.4.2023