

GENERAL TERMS AND CONDITIONS for the MyWay by ND online store

These General Terms and Conditions of the MyWay by ND online store (*hereinafter also referred to as the "GTC"*), as defined below, govern the legal relations between the Seller and the Buyer arising upon the purchase of Goods through the E-shop. At the same time, they define the rights and obligations of the contracting parties relating to the ordering, delivery and complaint handling of the Goods, as well as further conditions for the use of the E-shop and of the services related thereto.

I. GENERAL PROVISIONS AND DEFINITION OF TERMS

1.1. For the purposes of these GTC, their annexes and the E-shop, the following terms have the following meaning:

- (i) **Price or Purchase Price** is the price stated in the E-shop for the relevant Goods at which such Goods are sold.
- (ii) **E-shop** is the Seller's website, or rather the online store at the domain: www.mywaynd.com.
- (iii) **Contact details** of the Seller are:
e-mail address: help@mywaynd.com (serves for resolving problems with an order or the goods, as customer support and for advice relating to the operated E-shop)
e-mail address: shop@mywaynd.com (serves for enquiries and for placing an order)
telephone number: +421 910 839 222.
- (iv) **Purchase Contract** is the purchase contract concluded between the Seller and the Buyer under the conditions agreed in these GTC, on the basis of which the Seller undertakes to deliver the Goods to the Buyer under the agreed conditions. These GTC form an integral part of the Purchase Contract.
- (v) **Buyer** is an Entrepreneur or a Consumer who, through the E-shop, enters into a business relationship with the Seller by placing an Order and who, by the subsequent submission of the order, confirms that they agree with these GTC and that these shall also apply to all relations between the Seller and the Buyer upon the ordering of the Goods, as well as upon any complaint regarding the Goods.
- (vi) **Unregistered User** is a Buyer who is not a Registered User and who has ordered Goods through the one-off or repeated use of the Operator's E-shop within the meaning of these GTC without registering in the E-shop.
- (vii) **Order** is an act of the Buyer carried out exclusively in the E-shop which expresses the Buyer's will to purchase Goods from the Seller through the E-shop.
- (viii) **Civil Code** is Act No. 40/1964 Coll., the Civil Code, as amended.
- (ix) **Commercial Code** is Act No. 513/1991 Coll., the Commercial Code, as amended.
- (x) **Entrepreneur** means a person entered in the relevant commercial register or a person entered in the trade register, carrying out business on the basis of a trade licence or on the basis of an authorisation other than a trade licence pursuant to special regulations, or a person who carries out agricultural production and is entered in the records pursuant to a special regulation. If the Buyer states a Company ID No. when drawing up the Order, the Buyer is deemed to be an entrepreneur for the purposes of these GTC.
- (xi) **Seller** or the **Operator** of the E-shop is MyWay by ND s. r. o., with its registered office at Ivanská cesta 30/B, Bratislava – Ružinov District, 821 04, Company ID No.: 56 198 337, VAT ID No.: SK2122230627, registered in the Commercial Register of the Municipal Court Bratislava III, Section: Sro, Insert No.: 183016/B. Address for service: *Ivanská cesta 30/B, 821 04, Bratislava, Slovak Republic*.
- (xii) **Complaint Form** is the document which the Buyer may use to lodge a complaint regarding a defect in the Goods. The Complaint Form is published in the E-shop. The Buyer may also request the Complaint Form at the Seller's e-mail address: help@mywaynd.com.
- (xiii) **Complaints Procedure** is the complaints procedure issued by the Operator and published in the E-shop, as well as at every other place where it is possible to order the Goods, which governs liability for defects, the manner of lodging and settling a complaint, the time limits for lodging and settling a complaint, the procedure upon rejection of a complaint and the entitlements arising from an accepted complaint. The Complaints Procedure is at the same time a separate annex to these GTC.

- (xiv) **Consumer** is a natural person who is considered a consumer within the meaning of the applicable legal regulations, in particular a person who, when concluding and performing a consumer contract, does not act within the scope of their business activity or other entrepreneurial activity.
 - (xv) **Goods** are the goods offered through the E-shop.
 - (xvi) **GTC** are these general terms and conditions defining the basic rights, obligations as well as other conditions in relation to the E-shop.
 - (xvii) **Consumer Protection Act** is Act No. 108/2024 Coll. on Consumer Protection and on amendments to certain acts (*hereinafter referred to as the “Consumer Protection Act”*).
 - (xviii) **Registered User** is a Buyer who has registered in the Operator's E-shop or in another available manner for the purposes of the repeated use of the Operator's E-shop for placing Orders for the Goods, and for whom a user account has been created for this purpose within the meaning of these GTC. The benefits associated with registration in the Operator's E-shop, such as the loyalty programme, are determined exclusively by the Operator and may at any time be unilaterally supplemented and amended by the Operator.
 - (xix) **Contracting Parties** are jointly the Seller and the Buyer.
- 1.2. By concluding the Purchase Contract, the Buyer expresses their consent to these GTC as well as to their annexes, in particular to the Complaints Procedure and also to the Processing of Personal Data, and undertakes to comply with them as part of the relevant Purchase Contract.

II. ORDERING OF THE GOODS

- 2.1. Ordering of the Goods is possible exclusively through the E-shop.
- 2.2. The main characteristics of the Goods are stated in the E-shop for the individual Goods.
- 2.3. By confirming the Order through clicking on the option containing the wording “Order with an obligation to pay”, the Buyer submits the Order to the Seller and at the same time:
- (i) expresses consent to these GTC;
 - (ii) confirms the correctness of the data stated in the Order, including the quantity of the Goods;
 - (iii) consents to the processing of personal data within the meaning of these GTC (Annex No. 2) and of the data necessary for delivery;
 - (iv) agrees with the final price stated in the Order and undertakes to pay it.
- 2.4. The Purchase Contract arises upon the submission of the Order by the Buyer and its acceptance by the Seller. The Seller shall confirm the acceptance of the Order to the Buyer by sending an informative e-mail (order confirmation) to the e-mail address entered by the Buyer, by means of an automated system, without undue delay after the Order has been delivered to the Seller. By submitting the Order and confirming it, the Buyer incurs a legal obligation to pay the agreed purchase price for the ordered Goods.
- 2.5. The Seller bears no liability whatsoever for any errors in the transmission of data between the communication devices of the Buyer and the Seller's E-shop.
- 2.6. The Seller may require the Buyer to register in advance, before placing and submitting an Order, by entering their personal data through the Seller's E-shop. This personal data of the Buyer will further be used for the purposes of creating and executing the given Order and, at the same time, for the purposes of creating the Buyer's user account for the execution of Orders in the future, if the Buyer expresses their consent to such procedure.

III. PURCHASE PRICE AND PAYMENT TERMS

- 3.1. The Purchase Price includes VAT, unless stated otherwise, and is determined in the euro currency (EUR).
- 3.2. The Seller is entitled to change the prices unilaterally at any time.
- 3.3. The Purchase Price of the Goods stated in the E-shop is final; however, it does not include the costs of transport or the deposit for deposit-bearing packaging.
- 3.4. The Seller is entitled to charge a deposit for returnable or deposit-bearing packaging upon the sale of the Goods. The deposit is not part of the purchase price of the Goods and its amount is determined in accordance with the applicable legal regulations of the country from which the Goods are distributed. If the Goods in question fall under the deposit return system, the Buyer is informed of the amount of the deposit with the Goods and when creating the order. The deposit constitutes a separate item in the shopping cart which, together with the addition of the Goods to the cart, is automatically added and included in the final price of the Order according to the number of units of the Goods selected by the

- buyer. The return of the deposit is governed by the legal regulations of the home country of the e-shop and by the procedure established for the return of deposit-bearing packaging in the Slovak Republic.
- 3.5. The costs of transport will be charged to the Buyer separately according to the chosen method of delivery to the place of delivery.
- 3.6. The purchase price for the Goods in the Seller's E-shop may be paid exclusively in the following ways:
- (i) Payment in advance by bank transfer or by deposit into the Seller's account. In this case, the Seller shall send the data necessary for the payment to the Buyer's e-mail address without undue delay after receiving their Order. The Buyer shall pay the relevant amount arising from the Order in advance to the Seller's bank account. After this amount has been credited to the Seller's account, the Seller shall arrange for the dispatch of the Goods through the chosen deliverer.
 - (ii) Stripe – online card payment;
 - (iii) Apple Pay;
 - (iv) Google Pay;
 - (v) Payment in advance by transfer – the payment instructions will be sent automatically to the e-mail address stated in the order after its submission.
- 3.7. The Buyer's obligation to pay the price of the Order is fulfilled at the moment when the entire stated amount is credited to the designated bank account of the Seller.
- 3.8. If the funds for the given Order are not credited to the Seller's bank account within 14 (fourteen) days of receipt of the Seller's confirmation e-mail regarding the acceptance of the order, the Order shall automatically be deemed cancelled, unless the Seller determines otherwise.
- 3.9. The Buyer agrees that, should the Seller so decide, the Seller may send them an electronic invoice by electronic mail to the e-mail address which they stated when placing the order. An electronic invoice is a tax document within the meaning of Section 71(1)(b) of Act No. 222/2004 Coll. on Value Added Tax. For this purpose, the Buyer declares that they have exclusive access to this e-mail address. The Seller is not liable for any damage to the data of the document caused by a fault on the telecommunications route when using the internet. In case of doubt, an electronic invoice is deemed to have been delivered upon the expiry of three (3) days from the day of the demonstrable dispatch of the document to the Buyer. The Buyer is entitled to withdraw the consent to the delivery of electronic invoices granted in this way in writing, by delivering a letter to the Seller's address for service, or by e-mail to help@mywaynd.com.
- 3.10. Unless expressly agreed otherwise, the Buyer's billing details can no longer be changed after the Order has been submitted.

IV. DELIVERY TERMS

- 4.1. The Seller arranges the delivery of the Goods through carriers selected by the Operator within the Slovak Republic, as well as abroad. Delivery abroad is possible to the countries which are currently available for selection in the ordering process of the e-shop.
- 4.2. The delivery conditions (including the availability of delivery, transport prices, delivery times and the method of delivery) are governed by the information published in the Shipping and Payment section on the E-shop website, or by a separate agreement between the Seller and the Buyer and by the transport conditions of the relevant carriers.
- 4.3. The Seller delivers the Goods to the Buyer through courier companies and their dispatch/collection points (*hereinafter referred to as the "Deliverer"*), depending on the options stated in the E-shop or as mutually agreed between the Contracting Parties.
- 4.4. If delivery by the deliverer chosen by the Buyer in the Order is not possible, the Seller may change this deliverer at its own discretion, provided that the postage is guaranteed in the amount in which it was stated at the moment when the Buyer placed the Order.
- 4.5. The Goods will be dispatched, or rather handed over to the deliverer chosen pursuant to point 4.3 of this Article, within 24 hours, but no later than within 7 (seven) business days. The time limit for dispatch is counted from the moment of delivery of the duly completed Order to the Seller and from the moment when the full amount of the Order is credited in favour of the Seller's account.
- 4.6. The time for delivery of the Goods is determined by the usual delivery conditions of the relevant courier/transport company and may be longer depending on the place/country of delivery of the Goods. If neither the Goods nor a notice of the deposit of the Goods is delivered to the Buyer within 14 (fourteen) days of the Seller sending the information about the confirmed Order, the Buyer must immediately contact the Seller at the e-mail address: help@mywaynd.com, or lodge a complaint by means of the Complaint Form (published in the Seller's E-shop or also in the manner already stated above) and its subsequent sending to the e-mail address: help@mywaynd.com.

- 4.7. In the case of delivery of an Order which has been paid for in advance, the Seller or its contractual partner arranging the delivery of the Goods in question may require the presentation of an identity document (a valid identity card or a valid passport) for the purpose of preventing the occurrence of any damage and of preventing the laundering of proceeds of crime. If the Buyer is a legal person, the release of the ordered Goods will be permitted only to its statutory body or to a person who presents a power of attorney. Without the presentation of one of the said documents, the Seller or its contractual partner may refuse to release the Goods to the Buyer.
- 4.8. The Buyer acknowledges that, when ordering the Goods, they are obliged to ensure that the consignment is taken over without undue delay so that the Goods are not spoiled.
- 4.9. If the Buyer does not take over the consignment with the Goods and the consignment is returned to the Seller, the Goods will be sent to the Buyer again only if the Buyer so requests and pays the price in advance by bank transfer, including the transport costs for the delivery of both the original and the new consignment, unless the Contracting Parties agree otherwise.
- 4.10. The Goods are packaged with regard to their nature as a foodstuff product. Upon taking over the consignment, the Buyer is obliged to check its condition, in particular the integrity of the packaging and its conformity with the Order, and not to take over the consignment if it is visibly damaged.
- 4.11. If the consignment is damaged (even where the Buyer takes it over despite this fact), it is necessary to report the damage in question to the deliverer immediately and to describe it as precisely as possible in the handover protocol or in another document which the deliverer has with them for this purpose. The Buyer is obliged to keep, and if necessary to present to the Seller, a copy of the document recording the damage incident concerning the consignment of the Goods.
- 4.12. The Buyer is obliged to notify the Seller of an incomplete or damaged consignment without undue delay and to send documentation (e.g. photographs). Failure to follow this procedure may constitute grounds for rejecting the complaint.
- 4.13. The Buyer is fully liable for the Goods immediately after taking over the consignment in which the Goods are contained.
- 4.14. The Seller reserves the right to offer the Buyer discounted prices within its promotions. The prices of the Goods may be reduced in the form of a time-limited promotional price. The new price of the Goods will be displayed to the Buyer upon purchase. A promotional price need not be offered on all Goods. The Seller reserves the right to decide which Goods will be offered at a promotional price. Promotional prices apply only where the established conditions applicable to the promotional price of the Goods are complied with, either in the form of a reduction of the purchase price of the Goods or also by means of a discount code or an overall discount on the entire purchase of the Goods. All promotions apply until stocks are sold out, unless stated otherwise for the specific Goods. Individual promotions and discount codes cannot be combined with one another.
- 4.15. The Seller bears no liability for:
- (i) the delayed delivery of the Goods caused by the Carrier;
 - (ii) the delayed delivery of the Goods caused by the Buyer;
 - (iii) damage to the Goods caused by the Carrier;
 - (iv) damage to the Goods caused by improper storage on the part of the Buyer after taking over the Goods.

V. LOYALTY PROGRAMME

- 5.1. Basic provisions of the MW Money and MW currency loyalty programme.
- 5.1.1 The Seller provides Registered Users with the possibility of joining the loyalty programme "MYWAY Money" (*hereinafter referred to as "MW Money" and/or "MW peníze"*) and "MW mena" and/or "MW currency" (*hereinafter referred to as "MW" and/or "MW currency"*).
- 5.1.2. Buyers and/or potential customers and/or Registered Users and/or potential future Registered Users may receive from the Seller or from third parties authorised by the Seller, in any form whatsoever, whether by post and/or in person and/or in another manner, an "MW Money Voucher" or "MW Money Vouchers" (*hereinafter referred to as an "MW Money Voucher"*). Such an MW Money Voucher consists of information on the nominal value which it contains in MW currency and of a QR code or a code or another form of uploading the relevant nominal value of the MW Money Voucher into the Registered User's system in the E-shop, and may also contain further supplementary information and/or marketing information, the inclusion of which the Seller reserves the full right to determine.
- 5.1.3. The MW Money programme enables customers to obtain MW Money for purchases made, in the form of credit usable for further orders in the E-shop.

- 5.1.4. MW Money does not constitute electronic money, a real electronic currency within the meaning of banking regulations, a payment service or a financial product within the meaning of the applicable legal and banking regulations; it does, however, constitute the electronic MW currency, which always reflects the current value of the EUR currency and is usable exclusively within the loyalty programme in the E-shop.
- 5.2. The conditions of participation in the programme for obtaining MW Money and for trading in MW currency in the form of paying part of the Purchase Price in the E-shop work as follows.
- 5.2.1. Every customer is automatically enrolled in the MW Money programme who:
has a customer account created in the E-shop and is logged into their customer account in the E-shop during the purchase.
- 5.2.2. MW Money is not credited for purchases made without registration or without logging into a customer account.
- 5.2.3. The Seller reserves the right to refuse participation in the programme to persons who breach these conditions or act contrary to good morals.
- 5.3. Obtaining MW Money and MW currency in the E-shop works as follows.
- 5.3.1. The customer obtains MW Money for every duly paid purchase made in the E-shop.
- 5.3.2. The amount of the reward in the form of credit credited to the Registered User's account is 0.08 MW money for each €1 of the value of the Order.
- 5.3.3. The obtaining of MW Money is calculated from the final value of the Order paid by the Registered User, without including the MW Money used; for the avoidance of any doubt, the obtaining of MW Money is calculated exclusively from the value of the Order paid exclusively in the EUR currency after deducting the MW Money applied.
- 5.3.4. MW Money is credited to the Registered User after the successful payment and completion of the Order.
- 5.3.5. In the event of the cancellation of an Order, withdrawal from the Purchase Contract or the return of goods, the Seller reserves the right not to credit or to deduct the relevant value of MW Money.
- 5.4. The use of MW Money and MW currency works as follows.
- 5.4.1. MW Money obtained in the current Order may be used as a means of payment in a further purchase in the E-shop; alternatively, MW Money already obtained from previous Orders or from MW Money Vouchers may be used as a means of payment in any Order.
- 5.4.2. In a single Order, MW Money may be applied up to a maximum of 20 % of the total value of the Order.
- 5.4.3. In the event that the Registered User has a higher balance of MW Money, the unused part remains recorded in their user account and may be used in further Orders in accordance with the conditions under this Article of the GTC.
- 5.4.4. MW Money and MW currency:
- cannot be exchanged for a financial payment,
 - cannot be paid out in cash or electronically by transfer to the Registered User's bank account,
 - is not transferable to another person or to another Registered User,
 - may be used exclusively for purchases of Goods in the E-shop.
- 5.5. Combining discounts.
- 5.5.1. MW Money cannot be combined with discount coupons, promo codes or other marketing discounts, unless the Seller determines otherwise.
- 5.5.2. The Seller reserves the right, should it so decide, to determine the Goods or categories of Goods to which MW Money cannot be applied.
- 5.6. Records and validity of MW Money.
- 5.6.1. The current balance of MW Money is available to the Registered User after logging into their user account.
- 5.6.2. MW Money has no time-limited validity and does not expire, unless the Seller decides otherwise.
- 5.6.3. The Seller reserves the right to amend the rules of the MW Money programme, the amount of the rewards or the manner of their use.
- 5.7. Amendment, suspension and termination of the MW Money and MW currency loyalty programme.
- 5.7.1. The Seller reserves the right to amend, suspend or terminate the MW Money and MW currency programme at any time.
- 5.7.2. Legal relations not governed by this Article are subject to the GTC of this E-shop and to the relevant legal regulations of the Slovak Republic.
- 5.7.3. These MW Money and MW currency mechanisms come into effect on the day of their publication on the MYWAY website.

VI. CANCELLATION OF AN ORDER

- 6.1. The Buyer has the right to cancel free of charge an Order which has not yet been processed and dispatched by the Seller. In such case, the Buyer must inform the Seller of this fact without undue delay at its e-mail address: help@mywaynd.com and state the exact number of the relevant Order. If the price for the Goods has already been paid in advance by the Buyer, the Buyer reserves the right to a refund of the money by transfer to the relevant account of the Buyer, within 14 (fourteen) days of the due delivery of the e-mail on the cancellation of the Order.
- 6.2. In the event of the cancellation by the Buyer of an Order which has already been dispatched, the Seller reserves the right to charge costs in the amount of the relevant transport costs and other demonstrably incurred costs. If the price has already been paid, the Seller has the right to set them off against the purchase price already paid and only subsequently to send the purchase price thus reduced to the Buyer's account. The purchase price reduced by the demonstrably incurred costs will be returned to the Buyer's account only after the cancelled Goods have been delivered to the Seller's address.
- 6.3. The Seller reserves the right to cancel the Buyer's Order, in particular where it is unable to deliver the Goods to them because the Goods have been sold out. The Seller shall inform the Buyer of the cancellation of the Order without undue delay. In the event that the Buyer has paid the purchase price or a part thereof, the Seller shall return these funds to the Buyer within 14 (fourteen) days to the account from which the Buyer made the payment, unless expressly agreed otherwise.
- 6.4. The Seller also reserves the right to cancel an Order where a manifestly incorrect or disproportionately low price was stated in the E-shop for the Goods as a result of a technical error, a system error or human error, where such price is manifestly different from the usual price of the Goods. Upon the cancellation of the order, the Seller shall proceed in the same manner as stated in point 6.3 of these GTC.

VII. RIGHTS AND OBLIGATIONS OF THE CONTRACTING PARTIES

- 7.1. The Seller and the Buyer are considered to be the contracting parties.
- 7.2. The Buyer acquires the ownership right to the Goods only after the due payment of the entire purchase price for the Goods.
- 7.3. The risk of damage to the Goods passes to the Buyer at the time when they take over the Goods from the Seller or from the deliverer designated by the Seller, or, where they fail to do so in time, at the time when the Seller enables them to dispose of the Goods and the Buyer does not take the Goods over.
- 7.4. The Seller is obliged in particular:
 - (i) to deliver the Goods to the Buyer in the required quality and quantity and at the agreed price;
 - (ii) to send the Buyer, together with the Goods or subsequently, all necessary documents relating to the Goods.
- 7.5. The Buyer is obliged in particular:
 - (i) to take over the ordered Goods;
 - (ii) to pay the agreed consideration for the Goods to the Seller;
 - (iii) to check the integrity of the packaging, or rather also the Goods themselves, when taking them over;
 - (iv) to store the Goods according to the instructions stated on the packaging or in the storage instructions in the E-shop, whereby the Buyer is liable for the consequences of improper storage, including the spoilage or reduction of the quality of the Goods.
- 7.6. Through its contact details, the Seller provides the buyer with information and answers to the extent required by the relevant legal regulations, in particular in connection with the conclusion and performance of the contract, the exercise of rights arising from liability for defects, withdrawal from the contract, the handling of submissions and other rights of the customer laid down by law. The Seller is not obliged to answer all requests, in particular where these are general, repeated, disproportionate, vexatious, offensive, manifestly pointless questions, requests or messages of the customer, or ones unrelated to the contractual relationship, unless the obligation to answer arises for the Seller from legal regulations or from the concluded contract. This is at the same time without prejudice to the seller's statutory information obligations or to the consumer's rights to have the buyer's submissions envisaged by law dealt with in accordance with the relevant legal regulations.

VIII. QUALITY AND LABELLING OF THE GOODS

- 8.1. The Seller undertakes to supply the buyer with Goods which meet the quality requirements under the applicable legal regulations of the Slovak Republic, which are duly labelled and placed on the market in accordance with the legal regulations governing the production, import and labelling of products.
- 8.2. The Seller is obliged to ensure that the Goods are packaged in packaging meeting the requirements of the applicable legal regulations in the territory of the Slovak Republic and of the European Union, in particular hygiene standards, in such a way that the quality of the goods is preserved and, at the same time, their safe transport and handling is ensured.
- 8.3. Upon taking over the consignment, the Buyer is obliged to check the Goods duly and, in the case of apparent defects, to notify the Seller thereof without undue delay.
- 8.4. The Buyer is obliged to store the Goods in accordance with the instructions stated on their packaging or in the documentation handed over by the seller. Where such instructions are not stated, the buyer is obliged to store the goods in a dry, cool and ventilated place, away from sources of heat, always with regard to the character and nature of the goods.
- 8.5. Goods purchased through the e-shop which are delivered within the Slovak Republic and are packaged in metal containers or PET bottles are subject to the deposit obligation under Act No. 302/2019 Coll. on the deposit return scheme for single-use beverage packaging and on amendments to certain acts. Deposit-bearing packaging is duly marked with the letter "Z" or with the word "ZÁLOHOVANÉ". The Buyer may return deposit-bearing packaging at any place where such packaging is collected. The deposit for the deposit-bearing packaging will be paid out to the Buyer by the operator of that collection point or through the deposit return system in accordance with the applicable legal regulations; the Seller does not refund the packaging deposit to the Buyer. In the case of the purchase of Goods through the e-shop which are delivered outside the Slovak Republic, the deposit return scheme for packaging is governed by the applicable legislation of the Slovak Republic.

IX. COMPLAINTS REGARDING DEFECTS

- 9.1. All information concerning complaints and the lodging of grievances or submissions is set out in the Complaints Procedure, which is an integral annex to these GTC.
- 9.2. If the Buyer reports information by e-mail to the e-mail address help@mywaynd.com which, under the applicable legal regulations, these GTC or the Complaints Procedure, constitutes a complaint, a submission or a grievance, the procedure shall follow the rules laid down in the Complaints Procedure.

X. WITHDRAWAL FROM THE CONTRACT

- 10.1. Pursuant to the provisions of Section 20 of the Consumer Protection Act, the Consumer has the right to withdraw from the Purchase Contract without stating a reason within 14 (fourteen) calendar days of the day of taking over the Goods. This time limit is deemed to have been observed if the notice of withdrawal from the Purchase Contract was sent to the Seller no later than on the last day of the time limit. The Goods are deemed to have been taken over by the Buyer Consumer at the moment when the Buyer Consumer, or a third party designated by them with the exception of the deliverer, takes over the consignment with the Goods from the deliverer.
- 10.2. The Consumer exercises their right to withdraw from the Purchase Contract pursuant to point 10.1. of this Article of the GTC as follows:
 - (i) in writing at the address of the Seller's registered office stated in these GTC;
 - (ii) by e-mail at the address: help@mywaynd.com.For withdrawal from the Purchase Contract pursuant to point 10.1. of this Article of the GTC, the Consumer may use the form which constitutes Annex No. 3 to these GTC.
- 10.3. In the event that the Consumer exercises their right to withdraw from the contract pursuant to point 10.1. of this Article of the GTC, they shall return the Goods to the Seller by sending them to the address of the Seller's registered office stated in these GTC, no later than within 14 (fourteen) days of the day on which they exercised their right to withdraw from the contract. The Goods being returned to the Seller cannot be sent cash on delivery, and a parcel sent in this way will not be accepted.
- 10.4. The returned Goods must be undamaged, complete, closed and must be sent to the Seller with a copy of the proof of purchase and of the taking over of the Goods, complete, in the original packaging and in the condition and of the value in which the Goods were taken over.
- 10.5. The Seller shall return to the Buyer consumer the payments related to the withdrawal from the contract which it received from them on the basis of the Purchase Contract or in connection therewith, within a

time limit of 14 (fourteen) days of the day of delivery of the Consumer's withdrawal pursuant to point 10.1. of this Article of the GTC or of the return of the Goods to which the withdrawal relates, whichever occurs later. The Seller shall return the payment to the Consumer pursuant to the preceding sentence in the same manner as was used by the Buyer consumer when paying for the Goods, unless the Consumer and the Seller agree otherwise.

- 10.6. If the Consumer withdraws from the Purchase Contract, they shall bear the costs of returning the Goods to the Seller pursuant to Section 21(3) of the Consumer Protection Act and, at the same time, if the Buyer consumer withdraws from the Purchase Contract, they shall also bear the costs of returning the Goods which, given their nature, cannot be returned by post.
- 10.7. The Consumer may not withdraw from the Purchase Contract in the cases stated in Section 19(1) of the Consumer Protection Act.
- 10.8. A Buyer who is not a consumer may withdraw from the Purchase Contract only in the cases laid down by the relevant legal regulation, in particular the Commercial Code.
- 10.9. A withdrawal by a Buyer who is not a Consumer, or a withdrawal by a Buyer on grounds other than those under Section 20 of the Consumer Protection Act, may be delivered to the Seller:
- (i) in writing to the address of the Seller's registered office stated in these GTC;
 - (ii) by e-mail to the Seller's e-mail address: help@mywaynd.com.
- The above conditions for withdrawal from the contract shall apply mutatis mutandis.

XI. PERSONAL DATA PROTECTION

- 11.1. For the purposes of using the E-shop and ordering the Operator's Goods, the Buyer acknowledges the processing of their personal data and other data in accordance with Annex No. 2 to these GTC.

XII. SENDING OF NEWSLETTERS

- 12.1. In accordance with the provisions of Section 3(3) of Act No. 147/2001 Coll. on advertising and on amendments to certain acts, as amended, and in accordance with the provisions of Section 116 of Act No. 452/2021 Coll. on electronic communications, the Buyer hereby grants the Operator consent to the sending of "newsletters" (information concerning the Operator's Services) to the e-mail address entered by the Buyer upon the Order or registration.
- 12.2. The withdrawal of the consent pursuant to point 12.1. of these GTC may be notified by E-mail, or the newsletter subscription may be cancelled in the manner stated in the e-mail message by which the newsletter is delivered.

XIII. ALTERNATIVE DISPUTE RESOLUTION AND SUPERVISORY AUTHORITY

- 13.1. The Consumer has the right to file a motion to initiate alternative dispute resolution within the meaning of Act No. 391/2015 Coll. on alternative resolution of consumer disputes and on amendments to certain acts, as amended. The Consumer has the right to turn to the Operator with a request for redress if they are not satisfied with the manner in which the Operator settled their complaint or if they believe that the Operator has infringed their rights. The Consumer has the right to file a motion to initiate alternative dispute resolution with an alternative dispute resolution entity if the Operator responded to their request under the preceding sentence with a rejection or failed to respond to it within 30 (thirty) days of the day on which it was sent.
- 13.2. The list of alternative dispute resolution entities can be found on the website of the Ministry of Economy of the Slovak Republic:
<https://www.mhsr.sk/obchod/ochrana-spotrebitela/alternativne-riesenie-spotrebitelskych-sporov-1>
- 13.3. The supervisory authority is the Slovak Trade Inspection Authority, SOI Inspectorate for the Bratislava Region, Bajkalská 21/A, P. O. BOX No. 5, 820 07 Bratislava.

XIV. FINAL PROVISIONS

- 14.1. By submitting an Order or by registering in the E-shop, the Buyer expresses their express consent to the wording of these GTC and their annexes and undertakes to comply with them as part of the Purchase Contract.
- 14.2. The Contracting Parties have expressly agreed that the legal relations as well as any disputes between the Seller and the Buyer are governed by the legal order of the Slovak Republic.

- 14.3. Legal relations and conditions not governed by these GTC are governed by the relevant provisions of the Civil Code, the Consumer Protection Act and the Commercial Code. If any of the provisions of these GTC becomes or is declared invalid or ineffective, this fact shall not affect the validity or effectiveness of the remaining provisions of these GTC.
- 14.4. The Goods are sold on the basis of the image of the Goods shown on the page of the Seller's E-shop. The images of the individual Goods are illustrative only. If there are differences between the images and the delivered Goods, these do not constitute grounds for withdrawal from the Purchase Contract by the Buyer, provided that the Seller delivers to the Buyer the ordered Goods in accordance with the relevant Order.
- 14.5. Unless the legal regulations of the Slovak Republic provide otherwise, the Operator is entitled at any time to unilaterally supplement and amend the provisions of these GTC, whereby their amendment is effective at the moment of the publication of their new wording in the E-shop.
- 14.6. The Seller reserves the right to communicate with the Buyer exclusively in the Slovak or English language.