

General Terms and Conditions of Business (hereinafter referred to as GTC).

1. Introductory Provisions

1.1. The operator of the online shop is Trefil Software s.r.o. with registered office at Suderova 2013/10A, Ostrava Mariánské Hory 709 00, ID No.: 26845369 (hereinafter referred to as the 'operator').

1.2. These Public Terms and Conditions of Business (hereinafter referred to as 'T&C') regulate the contractual relations between the Operator and the Customer exclusively when purchasing through the online shop operated on the domain <https://shared-albums.com/>. Relationships not regulated by these GTC are governed by the Civil Code (Act No. 89/2012 Coll., as amended) and other applicable laws.

1.3. In such a case, the provisions agreed in the contract shall prevail.

1.4 In business relations with a customer who is a consumer, in addition to these GTC, relations are governed by the laws of the Czech Republic, in particular the Civil Code and the Consumer Protection Act. For entrepreneurs who purchase goods for purposes related to their business activities, relations not governed by these GTC are governed by the Civil Code.

1.5 The Operator reserves the right to amend or supplement these GTC at any time. However, any amendments to these GTC shall not apply to contractual relationships already concluded, where the GTC in the version in force on the date of conclusion of the contract shall apply.

2. Definitions of terms

2.1. Contract - a purchase contract concluded between the operator Trefil Software s.r.o. as the seller, and the customer as the buyer, which is concluded through the online store <https://shared-albums.com/>.

2.2. Operator - a legal entity acting within the scope of its business or other commercial activity in the conclusion and performance of the contract. The operator directly offers the goods for sale on the basis of the contract.

2.3. A customer may be any person who purchases goods for a purpose unrelated to their business dealing with those goods. (ii) A business, a natural or legal person who enters into a contract related to their own trade or other business.

2.4 Conclusion of the contract - the customer's order is considered as a proposal for conclusion of a purchase contract. The contract is concluded at the moment when the Operator sends the Customer a confirmation of receipt of the order, which includes the Operator's binding acceptance of the offer. Goods - all products offered by the Operator for sale through the website <https://shared-albums.com/>, if specified under the conditions set out in these Terms and Conditions.

3. Information on the concluded purchase contract and general terms and conditions

3.1. These GTC are an integral part of the concluded purchase contract (order).

3.2. These Terms and Conditions are displayed on the website <https://shared-albums.com/> and are accessible to the Customer at all times, allowing the Customer to archive and reproduce them.

3.3 The General Terms and Conditions in force at the time of the Customer's order shall apply to the Customer's specific order. The Operator reserves the right to change the General Terms and Conditions. The customer will be informed in advance of any changes on the website of the shop.

4. Protection of personal data

4.1. The operator of the online shop <https://shared-albums.com/> Trefil Software s.r.o., is committed to the protection of personal data of customers. All personal data obtained in connection with the purchase are collected, processed and stored in accordance with the applicable laws of the Czech Republic, in particular the Personal Data Protection Act and the EU Regulation 2016/679 of the European Parliament and of the Council (GDPR).

4.2. Personal data are processed by the Operator for the purpose of exercising the rights and obligations arising from the contractual relationship between the Customer and the Operator, for

the purpose of operating the online shop, communication with the Customer and for the Operator's marketing purposes.

4.3. The operator may also process data for the purpose of providing information about news and commercial communications, provided that the customer has given his/her explicit consent.

4.5. Personal data is stored for the period necessary for the performance of the rights and obligations arising from the contractual relationship between the customer and the operator and the assertion of these rights (e.g. in dispute resolution). Data for which consent to processing for marketing purposes has been given is stored until the withdrawal of this consent.

4.6 Under the GDPR, the customer has the right to access their personal data, the right to rectification or erasure of personal data, the right to restriction of processing, the right to object to processing, and the right to data portability. The customer also has the right to withdraw consent to the processing of personal data at any time if the processing is based on consent. The right to withdraw consent does not affect the lawfulness of processing based on consent prior to its withdrawal. If the customer believes that his or her rights have been violated, he or she has the right to lodge a complaint with the Data Protection Authority.

4.7 The Operator undertakes to take the technical and organisational measures necessary to protect personal data. Personal data is not transferred to third countries outside the EU. All personal data in electronic form is stored in databases and systems that are secured by up-to-date technological standards for security.

5. Personal account

5.1. The Customer may order goods in the Operator's online shop from his/her personal account registered on the website <https://shared-albums.com/> (hereinafter referred to as 'personal account') or without registration directly from the web interface of the online shop.

5.2 When registering and setting up a personal account, as well as when ordering goods, the Customer is obliged to provide correct and complete information. The Customer is obliged to update the information provided in the personal account via the relevant function of the web interface of the online shop in the event of any change.

5.3 The Customer is obliged to maintain confidentiality regarding the information necessary to access his personal account. The Operator shall not be liable for any misuse of the personal account by third parties if this obligation is breached by the Customer.

5.4 The Operator has the right to terminate the Customer's personal account, in particular if the Customer breaches its obligations under the Purchase Agreement or these General Terms and Conditions, or if it uses its account in a way that may be detrimental to the Operator or third parties.

5.5 The Customer acknowledges that the personal account may not be available continuously, in particular due to necessary maintenance of the Operator's hardware and software equipment, or possibly a residual maintenance by third parties.

6. Subject matter of the contract

6.1 The subject matter of the contractual relationship is the obligation of the Operator to deliver the goods or services described in the contract (i.e. the order and its confirmation) and the obligation of the Customer to accept and pay the agreed price to the Operator. The contractual relationship arises between the customer and the operator upon delivery of the order confirmation by the operator to the customer (i.e. at the moment of conclusion of the contract).

6.2. This offer is published on the website <https://shared-albums.com/> and contains a detailed description of the goods and services available, including specifications and prices.

6.3 All information about the goods and services, including the prices of individual goods and services, is given in euros and includes all relevant fees and taxes (except for shipping charges, which are stated separately). The offer for sale of goods and services is valid for as long as it is displayed on the web interface of the shop. The Operator is under no obligation to enter into a contract of sale in respect of any goods and services and may amend or cancel the offer at any time without notice.

6.4 The Operator warrants that the goods and services conform to usual quality standards and comply with applicable Czech law. The information about the goods and services on the website of

the shop, including the description of their characteristics, is based on data provided by the manufacturers, and the operator is not responsible for their absolute accuracy.

7. Order and Purchase Contract

7.1. The order represents a unilateral proposal of the customer to conclude a contract, the subject of which is the sale of goods specified in the order, under the terms and conditions specified therein and in these General Terms and Conditions. The Customer is bound by the completed and sent order. An order for goods can be placed via the website <https://shared-albums.com/>.

7.2. To order goods or services, the Buyer selects the goods or services they wish to purchase by clicking on the relevant 'Add to Cart' button and completing the order form in the web interface of the Operator's online store. The order form contains, in particular, information about the goods ordered, the method of payment of the purchase price of the goods, the customer's contact details, the delivery address and a link to these General Terms and Conditions and a link to information on the processing of personal data (hereinafter referred to as the 'order'). Before sending the Order to the Operator, the Customer shall be given the opportunity to check and amend the data he has entered in the Order Form and to familiarise himself with these General Terms and Conditions and the Personal Data Processing Policy.

7.3. This confirmation contains the identification and contact details of the parties, the exact description and number of goods ordered, the final price, the method and date of delivery of the goods, the agreed method of payment.

7.4. The purchase contract between the Operator and the Customer is concluded by delivery of information about the acceptance of the order by the Operator to the Customer, by electronic mail, to the e-mail address specified in the Customer's personal account or in the order.

7.5. The Customer acknowledges that the Operator is not obliged to conclude a purchase contract, in particular with persons who have substantially breached their obligations towards the Operator or have ordered goods in excess of the usual quantity that an ordinary household can reasonably consume.

7.6. The resulting contract may be amended or cancelled only by agreement of the parties or on the basis of legal grounds. If the customer is in default in accepting the goods or paying the purchase price, the operator may keep the goods and subsequently claim the reasonable costs of keeping the goods.

7.7. The customer is sufficiently notified of these general terms and conditions before the actual conclusion of the purchase contract and has the opportunity to familiarize himself with them on the website of the operator.

7.8. The Customer agrees to the use of remote means of communication in concluding the Purchase Agreement. Costs incurred by the customer in the use of remote means of communication in connection with the conclusion and performance of the purchase contract (internet connection costs and any related costs such as telephone call costs) shall be borne by the customer. No special surcharges are charged for the internet or telephone connection with the operator and the standard rates of the customer's operator apply.

7.9. The Operator has the right to withdraw from the order also in case of an obvious error in the price of the goods (i.e. a price obviously different from the usual price for this type/type of goods). An obvious error in the price of the goods is considered to be, for example, a misstatement of the number of digits, an obviously low price of the goods (e.g. 50% lower than the usual price for this type and type of goods), and other obvious typing errors. In the event that this situation arises, the operator will contact the customer immediately to agree on further action. In the event that the customer has already paid part or all of the purchase price of the goods, this amount will be transferred back to the customer's account or address as soon as possible, but no later than 14 days after the cancellation of the order by the operator.

8. Price and payment terms

8.1. The price of the offered goods or services is always indicated on the operator's website. The price of the goods or services according to the specific concluded contract is always stated in the order and its confirmation and on the invoice attached to the goods. The price is always inclusive of the applicable rate of value added tax (VAT) and all other taxes and charges. The price may only be paid by the customer in the methods and under the conditions offered at the time of ordering in the 'Shipping and Payment' step, i.e. online.

8.2. In the case of payment by bank transfer, the customer shall pay all bank charges so that the operator is credited with the agreed price for the goods in full.

8.3. In the case of the use of a discount coupon, discount code or other promotion conditional on spending a certain amount of money ('promotion'), the operator reserves the right not to apply the benefit of the promotion if the actual value of the order falls below the amount conditional on the use of the promotion.

9. Withdrawal from the contractual relationship

9.1. The Operator is entitled to withdraw from the contract immediately in the event of a gross breach of the Customer's obligations arising from the concluded contract. In such a case, the operator is entitled to reimbursement of the costs incurred in connection with the performance of the concluded contract, set at a flat rate of 30% of the price of the service. Withdrawal from the contract must be made in writing, which shall be deemed to include e-mail.

9.2 The customer has the right to withdraw from the contract immediately in the following cases:

- a) In the event of a gross breach of the operator's obligations arising from the concluded contract.
- b) The customer who is a consumer has the right to withdraw from the contract within 14 calendar days of receipt of the performance, without giving any reason and without any penalty. If the customer decides to exercise this right, he must send the withdrawal to the operator no later than the 14th day after receipt of the goods.

Withdrawal from the purchase contract is excluded in the cases specified in the applicable legislation, in particular in the provisions of § 1837 of the Civil Code.

9.3 If the customer withdraws from the contract, he is obliged to send or hand over the goods received from the operator without undue delay, at the latest within fourteen days of withdrawal from the contract, at his own expense. The customer is obliged to return the goods complete, i.e. including any accessories, with complete documentation, undamaged and clean, including the original packaging if possible, in the condition and value in which the goods were received, unused and without signs of wear and tear. Returned goods may only be used to the extent that the customer is familiar with the nature, characteristics and functionality of the goods. The customer shall be liable to the operator for any diminution in the value of the goods resulting from handling them in a manner different from that which is necessary in view of their nature and characteristics. The operator may claim damages from the customer and set off its claim against the refunded purchase price and reimburse the customer for the reduced purchase price. In accordance with the provisions of Section 1833 of the Civil Code, the operator may offset the reduction in the value of the returned goods against the purchase price to be refunded to the purchaser.

10. Liability for defects and claims

10.1. The Operator is obliged to ensure the delivery of goods or services to the Customer in accordance with the concluded contract, these General Terms and Conditions and generally binding legal regulations. The Operator shall be liable for the fact that the goods:

- has the characteristics agreed between the parties and, in the absence of an agreement, those characteristics described by the seller or the manufacturer or expected by the customer in view of the nature of the goods and on the basis of the advertising carried out,
- is fit for the purpose for which the seller states for its use or for which goods of this kind are usually used,
- corresponds in quality or workmanship to the agreed sample or pattern, if the quality or workmanship was determined according to the agreed sample or pattern,
- is in the appropriate quantity, measure or weight, and
- complies with the requirements of the law.

10.2 If the operator fails to fulfil its obligations under the contract properly and in a timely manner, the customer is obliged to complain to the operator without undue delay about defects in the goods or services provided. If the goods or service have not been delivered at all, the customer is obliged to submit a claim without undue delay, but no later than 14 days from the first day on which the goods or service should have been delivered.

10.3 The Customer may submit a claim in writing (whereby for the purposes of contracts concluded between the Operator and the Customer, written form includes e-mail form) and it is necessary to indicate the number of the goods and describe the defects of the goods.

10.4 The Operator shall settle the claim without undue delay, but no later than 30 days from the date of its proper submission. In case of rejection of the complaint, the Operator shall issue a written justification to the Customer (whereby for the purposes of the complaint procedure, written form shall also mean e-mail form).

10.5 If the goods or service have a defect and if the defect can be rectified without undue delay, the Customer shall be entitled to have the defect rectified free of charge. If the goods or services are defective, the customer may also demand the delivery of new goods or services without defects, unless this is unreasonable in view of the nature of the defect, but if the defect relates only to a part of the goods or services, the customer may only demand the replacement of the part; if this is not possible, the customer may withdraw from the contract. However, if this is disproportionate in view of the nature of the defect, in particular if the defect can be remedied without undue delay, the customer shall be entitled to have the defect remedied free of charge.

10.6 Every customer is entitled to contact the independent consumer dispute resolution centre of the Czech Trade Inspection Authority in the event of non-acknowledgement of a complaint or any other dispute with the operator and to initiate a free out-of-court negotiation process. For details on the conditions and procedure for initiating out-of-court negotiations, please visit www.coi.cz.

10.7 The Customer shall be obliged to take receipt of the complaint without undue delay within 30 calendar days of the date on which he was informed of its settlement. However, this period shall not expire earlier than 60 days from the date of the complaint.

11. Refund and return of goods

11.1 When purchasing via the online shop, the customer may return the goods within 14 days of receipt without giving reasons. This right of withdrawal allows the customer to return the goods if for any reason they do not meet their expectations or needs, without the need for justification.

11.2 If the Customer withdraws from the Purchase Agreement, the Operator shall return to the Customer without undue delay, and no later than 14 days after withdrawal, all monies, including delivery costs, received from the Customer under the Purchase Agreement in the same manner as received. The Operator shall only reimburse the funds received by other means if the Customer has agreed to this and if no additional costs are incurred by the Customer. However, the Operator shall not be obliged to return the funds received before the Customer has handed over the goods to the Seller or can credibly prove that the goods have been duly dispatched to the Seller.

11.4 If the Customer has chosen a delivery method other than the cheapest delivery method offered by the Operator, the Operator shall only refund the delivery costs to the Customer in the amount corresponding to the cheapest delivery method offered.

11.5 In the case of a refund for goods that are no longer in stock, the refund period is no later than 14 days. This deadline is set to ensure the efficiency and satisfaction of customers who decide to return the goods.

11.6 The customer acknowledges that if gifts are provided with the goods, the gift contract between the operator and the customer is concluded with the condition that if the right to withdraw from the purchase contract is exercised within 14 days, the gift contract will cease to be effective and the customer is obliged to return the related gifts provided, including anything he/she has enriched himself/herself with the returned goods. In the event that these are not returned, these values will be treated as unjust enrichment of the customer. If the return of the object of unjust enrichment is not readily possible, the operator shall be entitled to monetary compensation in the amount of the normal price. In the event of withdrawal from a gift contract, the contract of sale is not terminated and the contracts are treated separately in this respect.

These general terms and conditions are effective from 01.03.2025.