



**GENERAL TERMS AND CONDITIONS**

**of the company Mumo Health j. s. a.**

*Effective date: 1 July 2024*

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## 1. INTRODUCTORY PROVISIONS

- 1.1 These General Terms and Conditions regulate the rights and obligations of the Trader and the Customer in connection with the sale of goods and the provision of services of the Trader, where the process of concluding a Agreement takes place through the Online Store.
- 1.2 Legal relations between the Customer and the Trader arising in connection with the sale of goods and provision of services through the Online Store shall be governed by:  
the Agreement, which, upon acceptance of the Order by the Trader pursuant to paragraph 7.8, shall constitute:
- (i) Order;
  - (ii) these general terms and conditions;
  - (iii) other documents referred to in (i) and (ii) above;
- other documents referred to in the documents referred to in paragraph 0, in particular the *Personal Data Processing Policy*;  
generally binding legislation.
- 1.3 The Trader may change these General Terms and Conditions at its own discretion by publishing the new version on the *W e b s i t e*. The relationship between the Trader and the Customer in connection with a specific Agreement shall be governed by the General Terms and Conditions in force at the moment of sending the Order relating to that Agreement, in the wording to which the Customer agrees when sending the Order. The amendment of the General Terms and Conditions shall not affect the rights and obligations of the Trader and the Customer that arose during the validity of the previous version of the General Terms and Conditions.
- 1.4 Notwithstanding paragraph 1.3, the relationship between the Trader and the Customer in connection with the Agreement may be subject to the General Terms and Conditions which shall come into force after the Order relating to the Agreement has been sent, to the extent that this is necessary due to a change in generally binding legislation or a final decision of a public authority.

## 2. DEFINITIONS AND INTERPRETATION

- 2.1 Unless otherwise expressly stated in these General Terms and Conditions, capitalized terms shall have the meanings set out in Annex 1.
- 2.2 Counting of time is governed by § 122 of the Civil Code. If reference is made to a specific time in the Agreement, the time applicable in Bratislava, Slovak Republic shall be deemed to be the relevant time. Days of rest shall be determined according to the place Bratislava, Slovak Republic.
- 2.3 Unless otherwise expressly stated in these General Terms and Conditions, "delivery" or 'supply' means that the supply to which the supply relates has been handed over to the person entitled or that he has been enabled to dispose of the supply, in particular by delivery into the possession of the person entitled, irrespective of whether the person entitled has taken possession of the supply.
- 2.4 Unless otherwise stated in these General Terms and Conditions, a reference to a paragraph or article is a reference to a paragraph or article of these General Terms and Conditions.
- 2.5 Unless otherwise stated in these General Terms and Conditions, a reference to a generally binding regulation is a reference to such generally binding regulation as in force on the date to which the regulation applies.

## 3. IDENTIFICATION AND CONTACT DETAILS OF THE TRADER

- 3.1 Identification data of the Trader are:
- Business name: Mumo Health j. s. a.  
Registered seat: Senická 2, 811 04 Bratislava, Slovak Republic  
Identification number: 55 714 315  
Court of Registration: Commercial Register of the Municipal Court Bratislava III, Section Sja, Insert No. 297/B

3.2 The contact details of the Trader are listed on the Website in the "Contact" section.

#### **4. THE SUPERVISORY AUTHORITY**

4.1 The supervisory authority in connection with the provision of the Products is the SOI Inspectorate for the Bratislava Region  
Bajkalská 21/A, P. O. BOX No. 5, 820 07 Bratislava, Slovak Republic.

#### **5. WEBSITE, WEB APP, MOBILE APP**

5.1 The Customer acknowledges that the Website, the Web Application and the Mobile Application, including their components and user interface, are subject to protection under generally applicable intellectual property rights legislation. The person authorised to use these objects of protection is the Trader. The Customer acknowledges that by ordering the Products, the Customer does not acquire any rights to use these items of protection, unless otherwise agreed by a separate Agreement.

5.2 Further to clause 5.1, the Customer shall refrain from infringing the intellectual property rights related to the Website, the Web Application and the Mobile Application. In particular, the Customer undertakes to act in such a way that the functioning and structure thereof are not interfered with as a result of the Customer's actions, in particular by circumventing or violating security measures, uploading or distributing content containing malicious code or content contrary to good morals or the rules of decency, attempting to gain unauthorised access to the accounts of other persons, or taking any other action which may affect their functionality or which may cause damage to the Trader.

5.3 The Trader may interrupt the availability of the Website, the Web Application and the Mobile Application, in particular in case of maintenance of the hardware and software equipment of the Trader.

5.4 The Trader is not obliged to provide access to the Products via the Mobile App.

#### **6. CUSTOMER'S ACCOUNT**

6.1 The Trader may make the conclusion of the Agreement and delivery of the Products conditional upon the Customer creating an account on Platform.

6.2 The Customer is responsible for installing the appropriate software in connection with the use of the Platform. The inability to access the Trader's services provided via the Platform due to technical problems on the Customer's side or incompatibility of the Customer's software or equipment shall not constitute a defect in the Trader's performance and the Customer shall have no claims against the Trader for this reason.

6.3 Only natural persons over 18 years of age can create an account.

6.4 A customer may not create an account on behalf of another person.

6.5 The Customer is obliged to provide true, correct, complete and not misleading information in the Customer's account profile. The Customer is obliged to immediately update the information provided in the Customer's account profile after each change.

6.6 The Customer shall ensure that the Customer's Email Address is an address over which the Customer has sole control. The Customer must not allow any other person access to the Customer's Email Address. If the Customer loses control of the Customer's Email Address, or if the Customer believes for any reason that the Customer's Email Address may be or has been misused, the Customer must notify the Trader without undue delay. The Customer shall be liable for any misuse of the Customer's Email Address and for any damages incurred by the Customer and/or the Trader in connection with such misuse.

6.7 Customer is responsible for protecting the authentication means to access Customer's account and Customer's email address inbox. Actions that are performed from the Customer's account on the Platform and actions that are sent from the Customer's Email Address will be deemed to be Customer Actions. The Trader shall not be liable for any loss incurred by the Customer due to misuse of the Customer's account access details and the Customer's Email Address, loss of control of the Customer's account, and/or loss of control of the Customer's Email Address, unless the misuse of the Customer's

account access details or loss of control of the Customer's account is caused by the Trader.

- 6.8 The Customer shall ensure that the Customer's Email Address is kept secure until all rights are terminated and obligations under the Agreement, capable of receiving the Trader's notices.
- 6.9 The Customer may cancel the Account upon request to the Trader. The request for cancellation of the Account shall be sent to the Trader in the manner set out in Article 17. Upon the request for cancellation of the Account, the Trader shall deliver to the Customer an export of the results of the Testing Services, if the Customer has used the Testing Services. Together with the cancellation of the account, the Trader shall delete all personal data relating to the Customer, including any results of the Testing Services; however, the Trader shall not be obliged to delete copies of the data made in the course of normal data backup in accordance with the Trader's normal *business continuity* procedure, which are only accessible to the Trader's IT management personnel. The Trader is also not obliged to delete the Customer's personal data to the extent necessary for the performance of the Trader's obligations under generally applicable law or if the Trader cannot be fairly required to do so. The Customer acknowledges that after cancellation of the account, the Trader will not be able to provide the Customer with any data related to the account.

## 7. AGREEMENT

- 7.1 The Agreement may only be concluded by a natural person who is 18 years of age or older on the date of sending the Order and who has full legal capacity.
- 7.2 The Agreement is concluded when all of the following conditions are met:  
The customer confirms his/her knowledge of and agreement to these general terms and conditions;  
The Customer confirms that he/she has read the *Personal Data Processing Policy* document;  
The Customer shall deliver to the Trader a proposal for the conclusion of a Agreement with the content specified in the Order and in other documents pursuant to paragraph 1.2 by sending the Order in the manner specified in the Online Shop; sending the Order shall be conditional upon payment of the price for the Products ordered and payment of any Related Costs;  
The Trader accepts the Customer's proposal to enter into the Agreement by sending a confirmation of acceptance of the proposal to enter into the Agreement expressed in the Order to the Customer's email address.
- 7.3 The order contains in particular the following information:  
identification of the Customer;  
delivery and contact details of the Customer;  
the Products ordered and their price;  
information on the Related Costs.  
the method of payment of the price for the Products ordered and the method of payment of the Related Costs;  
details of the method of delivery of the Products ordered.
- 7.4 Information to be provided by the Trader to the Customer pursuant to §5 and §15 of the Consumer Protection Act are set out in Annex 4.
- 7.5 The Customer is obliged to ensure that the Order contains complete, true, up-to-date and not misleading information. Once the Order has been placed, the data contained in the Order cannot be changed without the Trader's consent.
- 7.6 Shipment of an Order is not possible without prior payment of the price for the Products ordered and payment of any Related Costs.
- 7.7 Immediately upon fulfillment of the conditions pursuant to paragraphs 0 to 0 and 7.6, the Trader shall confirm delivery of the Order by email to the Customer's email address. Unless otherwise stated, confirmation of delivery of the Order pursuant to this clause shall not constitute acceptance of the proposal to enter into the Agreement; acceptance of the proposal to enter into the Agreement, and

therefore the conclusion of the Agreement, shall be confirmed separately by the Trader. However, the Trader may acknowledge receipt of the Order and accept the proposal to enter into a Agreement expressed in the Order in the same email.

- 7.8 Upon delivery of the Trader's notification of acceptance of the proposal for conclusion of the Agreement expressed in the Order, a Agreement for delivery of the ordered Products shall be formed between the Customer and the Trader. On the basis of the concluded Agreement for delivery of the ordered Products, the Trader's obligation to deliver the Products ordered and the Customer's obligation to accept the Products and pay the Trader the agreed price and Related Costs.
- 7.9 The Customer has no legal right to conclude the Agreement. The Trader may, at its sole discretion, not accept the Customer's proposal to enter into a Agreement as expressed in the Order. The Trader may not accept the Customer's proposal to enter into a Agreement, in particular on the grounds of an incorrectly stated price for the Product, an incorrect description of the Product, unavailability of the Product, limited laboratory capacity, failure to meet the conditions for entering into a Agreement based on the Customer's person (e.g., for the reason pursuant to clause 7.1), manifestly incorrectly stated data, and the like.
- 7.10 Together with the confirmation of the acceptance of the proposal for the conclusion of the Agreement expressed in the Order, the Trader is obliged to send to the Customer's email address:  
a summary of the Order, which shall include in particular:
- (i) Order number;
  - (ii) identification data of the Customer;
  - (iii) the Customer's delivery details and contact details;
  - (iv) a list of the Products ordered and their quantity;
  - (v) the price for each Product;
  - (vi) the total price for all Products;
  - (vii) information on the method of delivery;
  - (viii) information on Related Costs;
  - (ix) an indication of whether the Customer has agreed to commence the provision of the service before the expiry of the withdrawal period and confirmation that the Customer has been duly advised of the consequences of doing so.

the documents referred to in paragraphs 0 and 0;

other documents, if required by generally binding legislation.

## **8. PRICES AND PAYMENT OF MONETARY BENEFITS (PAYMENT TERMS)**

- 8.1 In the event of a discrepancy between the price of the Product and the Related Costs listed in the Online Shop and the price of the Product and the Related Costs listed in the Order, the price listed in the Order shall apply.
- 8.2 The Customer may only pay the price for the ordered Products and the Related Costs by cashless payment card online or, if the Trader allows it, by other methods that are allowed in connection with the payment in the Online Shop.
- 8.3 The Trader shall issue and deliver an invoice for the ordered Products or any other accounting document in accordance with generally applicable law in electronic form after payment of the price for the Products and any Related Costs to the Customer's Email Address.
- 8.4 The Customer's payments to the Trader under the Agreement must comply with all of the following:  
be paid by cashless payment card online or, if the Trader allows it, by any other method available in the Online Shop; the specific terms and conditions of the respective payment service provider may apply to the payment;  
be paid to the Trader's bank account specified when making the payment in the Online Shop;  
be paid in EUR or in another currency specified in the Order;  
be paid in the amount as specified in the Order;

contain the variable symbol assigned to the payment.

- 8.5 The Customer's payment to the Trader under the Agreement shall be deemed to have been duly made if it complies with the requirements under paragraph 8.4.
- 8.6 The Trader may refuse a payment that does not comply with any of the requirements under paragraph 8.4. The Trader shall send the rejected payment to the bank account from which the rejected payment was received.
- 8.7 In the case of a non-cash payment, the obligation to pay is fulfilled when the relevant amount is credited to the account of the beneficiary.

## **9. DELIVERY OF PRODUCTS AND TEST KITS**

- 9.1 The Trader will only dispatch the Goods to the Customer after the price for the Goods and any Related Costs have been duly paid.
- 9.2 In the case of ordering Testing Services, the Trader will only start providing Testing Services (send the Testing Kit to the Customer) after the price for the Testing Product and any Related Costs have been duly paid. However, if the Customer has not agreed to commence the Testing Services before the expiry of the withdrawal period under paragraph 0, the Trader shall not send the Testing Kit to the Customer until after the expiry of the relevant withdrawal period under paragraph 0.
- 9.3 The Customer may use the Goods solely for personal non-commercial use.
- 9.4 The Trader delivers the Goods only to addresses in the Slovak Republic through contracted transport service providers.
- 9.5 The Customer chooses the method of delivery of the Goods in the Order from among the methods available in the Online Shop.
- 9.6 The Trader shall dispatch the Goods to the Customer without undue delay after the conclusion of the Agreement (clause 7.8) and the fulfilment of the condition under clause 9.1.
- 9.7 The Customer shall be obliged to take delivery of the Goods ordered by it, except pursuant to paragraph 9.8 last sentence. Acknowledgement of receipt of the Goods shall be governed by the specific terms and conditions of the relevant delivery agent for the Goods. In particular, the Delivery Agent may require confirmation of the Customer's identity by means of the relevant identity document; the Delivery Agent may also, on the Trader's instructions or on its own initiative, require confirmation of acceptance of the Goods in writing or by other customary means.
- 9.8 Upon receipt of the Goods, the Customer is obliged to inspect the Goods and the Customer is obliged to immediately notify the delivery agent and the Trader of any defects detectable upon receipt of the Goods. If the Goods have defects detectable on acceptance, the Customer may refuse to accept the Goods.
- 9.9 The risk of accidental destruction, accidental deterioration and loss of and other damage to the Goods shall pass to the Customer upon delivery of the Goods to the Customer (as to the time of delivery, see clause 2.3).
- 9.10 Title to the Goods shall pass to the Customer upon delivery of the Goods to the Customer (see clause 2.3 for the time of delivery).
- 9.11 Delivery of the Goods shall be governed by the terms and conditions of the relevant delivery agent for the Goods according to the chosen method of delivery of the Goods. The Customer undertakes to provide the necessary cooperation in the delivery of the Goods, in particular to provide a complete and correct address and to be available to receive the shipment. Any costs incurred as a result of the Customer's breach of these obligations shall be borne by the Customer.
- 9.12 Except as otherwise expressly provided in this clause 9, the provisions of this clause 9 relating to the Goods shall apply accordingly to the supply of Test Kits as part of the provision of the Testing Services.

## 10. SPECIAL PROVISIONS FOR TESTING SERVICES

- 10.1 The Customer acknowledges that:
- The Trader does not have access to the Customer's complete medical records and medical history. The results are based solely on the Sample and selected information provided by Customers on the Platform (see clause 11.1).
- Testing Services are not healthcare.
- Testing Services are not a substitute for health care.
- The results of the Testing Services are for informational value only and are not intended for use in the provision of health care or to make decisions regarding the provision of health care.
- The results of the Testing Services may vary depending on when the Sample is taken.
- Your health status, the results of Testing Services, and any lifestyle changes based on Results should consult with your healthcare provider.
- Testing services are limited to the provision of the Results and their basic interpretation. Trader does not provide advice or consultation based on the Results. The Client shall be solely responsible for the further handling of the Results, the drawing of conclusions therefrom, and what actions are taken in reliance thereon.
- It is the Customer's sole responsibility to act on the Results, which will reveal any need for medical care or other special treatment.
- In particular, as research and development progresses, the Trader may change the interpretation of the Results and the resulting recommendations.
- 10.2 The Customer further acknowledges that:
- The test product can only be ordered after creating and logging into the Customer's account on the Platform.
- The results are delivered by the Trader exclusively through the Customer's account on the Platform.
- Delivery of the Results is subject to the Customer having an active account on the Platform.
- 10.3 In light of the facts under paragraph 10.1, the Customer agrees not to use the results of the Testing Services for diagnostic, therapeutic or other similar purposes and decisions and procedures related thereto without first seeking the professional advice of its healthcare provider.
- 10.4 The Customer may use the Testing Services solely for personal, non-commercial use.
- 10.5 The individual benefits provided under the Test Products are interdependent, interdependent, and indivisible. By ordering a Test Product, the Customer orders an indivisible set of performances included in the respective Test Product. The termination of the Trader's obligation to provide any of the performance comprising the Testing Product for any reason other than to fulfill the obligation shall result in the termination of all of the Trader's obligations comprising the Testing Product.

## 11. PROVIDING SELECTED INFORMATION ABOUT THE CUSTOMER'S HEALTH STATUS

- 11.1 The Testing Services include obtaining selected information about the Customer's health that is relevant to the evaluation of the Samples in order to provide a basic interpretation of the Results. The Customer will provide the above information via a form on the Platform.
- 11.2 The customer is obliged to provide complete, accurate and not misleading information. Providing incomplete, inaccurate or misleading information may result in incomplete and inaccurate Results.
- 11.3 In case of changes, the Customer is obliged to update this information.

## 12. SPECIAL PROVISIONS CONCERNING SAMPLES

- 12.1 The Customer is obliged to follow the instructions of the Trader when collecting, registering and sending the Sample. Instructions regarding the collection of the Sample will be indicated on the packaging of the Test Kit. Instructions for registration and submission of the Sample will be available



on the Web App and the Mobile App. The Trader may also send instructions regarding registration and sending of the Sample to the Customer by email; in case of disagreement, the instructions in the Web App shall be binding.

- 12.2 Each Test Kit has a specified expiration date. The expiry date is indicated on the outer packaging of the Test Kit. Analysis of the Sample can only be performed if the Sample is analyzed no later than the expiration date of the Test Kit. The Customer is obliged to collect the Sample via the Test Kit at the latest seven days before the expiry date of the Test Kit; the time limit for subsequent shipment of the collected Sample is regulated in paragraph 12.5. If the Customer fails to make a Sample within the time limit set out in this paragraph 12.2, paragraph 12.7 shall apply; if the Customer fails to make a Sample even no later than the expiry date of the Test Kit, paragraph 15.1 shall apply.
- 12.3 A unique code is assigned to each Test Set. This code allows the Trader to associate the Sample taken through the relevant Test Kit to the Customer. The Customer is required to enter this code into the designated form on the Web App or Mobile App as instructed.
- 12.4 After taking and registering the Sample, the Customer is obliged to pack and send the Sample according to the relevant instructions to the Trader in the enclosed envelope at the address shown on the envelope by the designated carrier.
- 12.5 The sample collected by the Test Kit has a limited lifetime. Sample analysis is only possible during the lifetime of the Sample. The Customer shall send the Sample to the Trader in accordance with the instructions **no later than the end of the day following the day on which the Sample Collection Time occurred.**
- 12.6 The Trader will confirm the receipt of the Sample to the Customer via email.
- 12.7 Except as provided in Section 12.8, if the Customer fails to comply with the time limit for taking a Sample pursuant to Section 12.2, or the time limit for sending a Sample pursuant to Section 12.5, or both, the Trader shall, notwithstanding the Customer's failure to comply with such obligations, analyze the Samples; however, the Trader shall not be liable if it is not possible to analyze the Samples and deliver the results. In such case, paragraph 15.1 shall apply.
- 12.8 Notwithstanding clause 12.7, if the Customer fails to meet the time limit for taking the Sample under clause 12.2 by taking the Sample after the expiry date of the Test Kit, the Trader shall not be obliged to even analyse the Sample and clause 15.1 shall apply.
- 12.9 Immediately after the analysis of the Sample, the Trader shall deliver the Results to the Customer via the Platform. The Trader shall notify the Customer by email when the Results are made available on the Platform.
- 12.10 The Customer acknowledges that:  
 The Trader is not responsible for any adverse events that occur in connection with the collection of a Sample,  
 unless it is caused by a defect in the Test Set for which the Trader is responsible.  
 Failure to follow the instructions for Sample collection and registration may result in inaccurate results or no Sample analysis at all.  
 In particular, in the event of failure to meet the time limit for the collection of the Sample (paragraph 12.2) and in the event of failure to meet the time limit for the submission of the Sample (paragraph 12.5), the Results may be inaccurate or it may not be possible to perform the analysis of the Sample at all.  
 The Trader shall at all times consider the biological material on the Sample to be biological material of the Customer and the Customer is obliged to collect its own biological material for the Sample.  
 Incorrectly entered Test Set code results in inability to assign analysis results to Samples to the Customer and deliver the Results to the Customer.
- 12.11 The Trader shall not be liable for the inaccuracy of the Results, the incompleteness of the Results, the impossibility of analysing the Sample, or the impossibility of delivering the Results to the Customer, if these are caused by the Customer, in particular in the cases pursuant to paragraphs 0 to 0. In such cases, the Customer shall have no claims against the Trader.

### 13. LIABILITY FOR DEFECTS

- 13.1 If the Trader is liable for defects in the Product, the Customer may complain about a defect in the Product under the terms of generally binding legislation (in particular under § 618 et seq. of the Civil Code) and these General Terms and Conditions to the extent that the generally binding legislation allows for a derogation.
- 13.2 The Trader shall not be liable for defects which arise after the risk of damage to the Goods has passed to the Customer (clause 9.9) as a result of accidental occurrence, wear and tear, improper use or other improper handling of the Goods, in particular as a result of use contrary to the Trader's instructions.
- 13.3 The Trader shall not be liable for defects in the Testing Services resulting from improper use of the Test Kits or failure by the Customer to comply with the instructions.
- 13.4 The goods are defective if:  
does not meet the requirements of § 616 and § 617 of the Civil Code;  
if its use is prevented or restricted by the rights of a third party, including intellectual property rights; in the case of a Test Product, if the Test Kit is delivered to the Customer less than three days before expiry of the Test Kit (see paragraph 12.2).
- 13.5 The test product is defective in particular if it does not correspond to the description in the Online Shop or in the Agreement, or does not have the characteristics specified in the Agreement, or does not have the characteristics that the Customer could reasonably expect due to the nature of the Test Product, taking into account the Trader's public statements regarding the Test Product.
- 13.6 Notwithstanding paragraph 13.4, the Goods are not defective if the Goods do not comply with the requirements under Section 617 of the Civil Code if the Trader has expressly advised the Customer at the conclusion of the Agreement that a particular feature of the Product does not comply with the general requirements under Section 615 and the Customer has expressly and specifically agreed to the non-compliance.
- 13.7 The Trader shall be liable for defects in the Goods which exist at the time of delivery of the Goods to the Customer and which become apparent within two years of delivery of the Goods or within the shelf life of the Goods as stated on the Goods, their packaging, or the accompanying instructions, whichever expires first.
- 13.8 The Trader shall be liable for defects in the Testing Services at the time of performance of the Testing Services. However, clause 13.7 shall apply accordingly to defects in the Testing Kit provided as part of the Testing Services.
- 13.9 The Customer is obliged to complain about the defect of the Product within two months from the discovery of the defect, at the latest by the expiration of the time period according to 13.7, otherwise the right to exercise the rights for liability for defects shall expire. The Customer is obliged to point out defects in the Test Kit before taking a Sample via the Test Kit.
- 13.10 The trader is obliged to issue the Customer with a confirmation of the defect after the defect has been pointed out.
- 13.11 If the Trader is liable for defects in the Goods, the Customer shall have rights against the Trader pursuant to § 623 and § 624 Civil Code.
- 13.12 If the Customer withdraws from the Agreement pursuant to Section 624 of the Civil Code due to defects in the Product, Sections 14.7, 14.8 and 14.9 shall apply accordingly.
- 13.13 The Customer shall make a complaint of a defect by sending a notice pursuant to Article 17 to the Trader. The Customer shall, upon it may use the form in Annex 2.
- 13.14 The Customer is obliged to provide the following data in particular in the complaint (hereinafter also referred to as "complaint"): identification data of the Customer in the scope of name, surname, permanent residence;  
Order number;  
The product to which the defect relates;  
a detailed description of the defect;

contact details for the purpose of informing you about the handling of the complaint;  
where possible and practicable, evidence of the alleged defect, in particular photographs and videos;  
if the Customer has the right to choose the method of redress, an indication of the desired method of redress pursuant to § 623 and § 624 Civil Code.

- 13.15 The Trader shall provide the Customer with a written confirmation of the defect immediately after the defect has been identified. In the confirmation, the Trader shall specify the period within which the defect shall be rectified in accordance with Section 507(1) of the Civil Code. The period notified pursuant to the preceding sentence may not be longer than 30 days from the date of the defect, unless a longer period is justified by an objective reason beyond the Trader's control.
- 13.16 The time limits for processing a claim under these General Terms and Conditions shall commence on the day when the Trader receives the defective Goods together with the information and documents pursuant to paragraph 13.14. If the Complaint is incomplete or otherwise indefinite, the Trader shall ask the Customer to complete it. The time limits for processing the complaint in such case shall commence on the date of receipt of the completed submission. If the Customer fails to complete the complaint without undue delay after receipt of the Trader's request, the complaint shall be deemed unfounded and the Trader may reject it.
- 13.17 If the Trader refuses liability for defects, the reasons for the refusal shall be notified in writing to the Customer. If the Customer proves the Trader's liability for the defect by an expert opinion or a professional opinion issued by an accredited person, authorised person or notified person, the Customer may raise the defect repeatedly and the Trader may not refuse liability for the defect; the repeated raising of the defect is not covered by clause 13.9. Section 509(2) of the Civil Code shall apply to the Customer's costs associated with the expert report and expert opinion.
- 13.18 The Trader is obliged to issue the Customer a written proof of the complaint within 30 days from its the submission and inform him of the result via email.
- 13.19 Unless otherwise stated, the provisions of this clause 13 which relate to the Goods shall apply accordingly to Test Kits as part of the provision of Testing Services.

#### **14. WITHDRAWAL FROM THE AGREEMENT BY THE CUSTOMER WITHIN THE STATUTORY FOURTEEN-DAY PERIOD**

- 14.1 Unless in the cases referred to in clause 14.4, the Customer may withdraw from the Agreement without giving any reason within 14 days:  
from the date of conclusion of the Agreement, to the extent that the Agreement relates to the Testing Services.  
from the date of acceptance of the Goods, to the extent that the Agreement relates to the Goods.
- 14.2 The customer may also withdraw from the Agreement before the withdrawal period according to Section 0.
- 14.3 The Customer may also withdraw from the Agreement only in relation to a specific Product or Products if The Trader has supplied or is to supply several Products under the Agreement.
- 14.4 The Customer may not withdraw from the Agreement pursuant to paragraph 14.1:  
to the extent that the Agreement relates to Testing Services, after breaking the seal of the outer packaging of the Testing kits, for health and hygiene reasons;  
to the extent that the Agreement relates to Testing Services, if the Customer has requested the Testing Services before the expiry of the withdrawal period and the Testing Services have been fully provided;  
to the extent that the Agreement relates to the Goods, if the Goods have been delivered in sealed protective packaging and the sealed protective packaging has been breached after delivery, for health and hygiene reasons;  
in other cases according to §19 of the Consumer Protection Act.

- 14.5 If an Order consists of multiple items or multiple parts which are delivered to the Customer on different days, the withdrawal period under clause 14.1 shall commence on the day on which the last item or part of the Order is delivered. However, if the Order consists of multiple items, one or more of which is a Test Product, Clause 0 shall apply to the exercise of the right of withdrawal under Clause 14.1 in respect of the Test Products and the first sentence of this Clause 14.5 shall apply only in respect of the Goods.
- 14.6 The Customer shall have the right to test the Goods within the time limit pursuant to paragraph 14.1 upon receipt in a manner similar to that customary for purchases in a bricks-and-mortar shop to the extent necessary to ascertain the nature, characteristics and functionality of the Goods; however, this shall be without prejudice to paragraph 0. For the avoidance of doubt, the Customer shall not have the right to unpack and test the Test Set; such action shall result in the termination of the Customer's right to withdraw from the Agreement pursuant to clause 14.1 (see clause 0).
- 14.7 The Customer may withdraw from the Agreement by sending an email to the contact address of the Trader according to paragraph 3.2; in particular, the Customer may use the form according to Annex Annex 3 of these General Terms and Conditions.
- 14.8 Withdrawal from the Agreement shall terminate all rights and obligations of the parties under the Agreement to the extent that the Customer has withdrawn from the Agreement. However, the withdrawal from the Agreement does not affect the right to compensation for damages arising from the breach of the Agreement, nor the Agreemental provisions relating to the choice of law, dispute resolution between the parties and other provisions which, by their nature, are intended to survive the termination of the Agreement.
- 14.9 Withdrawal from the Agreement must contain in particular the following data and requirements:  
 identification data of the Customer in the scope of the Customer's name, surname and address;  
 an unambiguous statement that the Customer wishes to withdraw from the Agreement;  
 the extent to which the Customer wishes to withdraw from the Agreement if the Customer wishes to withdraw from the Agreement in respect of only certain Products;  
 the Order number and the date of the Order;  
 the Customer's telephone number and email address for the purpose of informing the Customer about the fulfilment of the Customer's withdrawal rights;  
 if the Customer is entitled to a refund and the Customer wishes to have such refund paid into an account other than the account from which the Customer provided the benefits under the Agreement, the details of such other account in IBAN format; if it is not possible to provide the number of such other account in IBAN format, any other account details on the basis of which the Trader will be able to make the payment.
- 14.10 Upon withdrawal from the Agreement, the Customer is obliged to return the Goods to the Trader or a person designated by the Trader within 14 days from the date of withdrawal by sending the Goods to the address designated by the Trader. The time limit is maintained if the Goods have been handed over for shipment no later than on the last day of the time limit. The cost of returning the Goods shall be borne by the Customer. The Customer shall also bear the cost of returning Goods which, due to their nature, cannot be returned by post.
- 14.11 The Customer is obliged to return the Goods undamaged and complete. The Customer shall be liable for any diminution in the value of the Goods resulting from handling of the Goods which is beyond that necessary to ascertain the characteristics and functionality of the Goods (see clause 14.6).
- 14.12 If:  
 are the subject of a Testing Services Agreement; and  
 the Customer has consented, prior to the commencement of the Testing Services, to the commencement of the Testing Services prior to the expiry of the withdrawal period under paragraph 0; and  
 and the Customer has exercised the right to withdraw from the Agreement to the extent relating to the Testing Services,  
 The Customer is obliged to pay the Trader the price for the actual services provided within the Testing services until the date of delivery of the notice of withdrawal.
- 14.13 Within 14 days of the return of the Goods, the Trader may examine the returned Goods, in particular to determine whether the Goods are damaged, worn out or otherwise diminished in value beyond the scope

of paragraph 14.5.

- 14.14 If the value of the Goods is reduced upon return, the Trader shall be entitled to compensation from the Customer for damages consisting in particular in the value by which the value of the Goods has been reduced and the costs incurred by the Trader in connection with the repair of the Goods and their restoration to their original condition.
- 14.15 Except as provided in clause 14.16, the Trader shall, within 14 days of the effective date of withdrawal from the Agreement, refund to the Customer all payments received from the Customer under or in connection with the Agreement, including the Related Costs, to the extent of the extent of the withdrawal from the Agreement. The Trader shall return the payments in the manner in which the Customer made the payments, unless the Trader and the Customer agree on a different method of return.
- 14.16 The Trader shall not be obliged to refund payments to the Customer under clause 14.15: before the Goods are returned to the Customer; to the extent of additional costs, if the Customer has expressly chosen a delivery method other than the cheapest normal delivery method offered by the Trader.
- 14.17 Unless otherwise stated, clauses 14.10, 14.11, 14.13, 14.14 to 14.16 shall apply accordingly to Test Kits if the Customer has withdrawn from the Test Services Agreement.

## 15. TERMINATION OF CONTRACTUAL OBLIGATIONS FOR OTHER REASONS

### *Termination of the Trader's obligations due to impossibility of performance*

- 15.1 The Trader's obligation to provide the Testing Services shall cease due to the additional impossibility of performance:
- if it is not possible to perform the Testing Services due to an incorrectly collected Sample, in particular as a result of non-compliance with the Sample collection instructions;
  - if it is not possible to perform the Testing Services due to a failure to meet the time limits under Section 12.2 or Section 12.5, or both;
  - if the Customer fails to take a Sample before the expiry date of the Test Kit;
  - if it is not possible to assign the Sample to the Customer Account due to an incorrectly entered code attached to the Test Suite or failure to follow the instructions when entering the code;
  - if the Customer withdraws consent to the processing of special category personal data pursuant to Article 9(2)(a) GDPR.
- 15.2 In cases under paragraph 15.1, the Customer shall not be entitled to a refund of the performance provided to the Trader in connection with the Agreement.

### *Withdrawal from the Trader's Agreement*

- 15.3 The trader may withdraw from the Agreement:
- if the circumstances precluding liability on the part of the Trader pursuant to Article 18 have lasted for more than three months without interruption;
  - if the Customer fails to pay the price for the Products and Related Costs properly before the commencement of the Testing Services or the commencement of delivery of the Goods;
  - if it is not possible to deliver the Test Kit to the Customer within a reasonable time while exercising reasonable care.

### *Withdrawal from the Agreement for breach of Agreement*

- 15.4 Either party to the Agreement may withdraw from the Agreement if the other party materially breaches the Agreement if it gives notice without undue delay after becoming aware of the breach. A breach shall be deemed to be material if the breaching party knew at the time of the conclusion of the Agreement, or could reasonably have foreseen at that time having regard to the purpose of the Agreement as evidenced by its contents or the circumstances in which the Agreement was concluded, that the other party would not have an interest in the performance of its obligations in the event of such a breach of the Agreement. When in doubt, the breach of Agreement shall be presumed not to be material.

- 15.5 Either party to the Agreement may withdraw from the Agreement if the other party breaches the Agreement in a non-substantial manner and fails to perform its obligation even within a reasonable additional period of time granted to it to do so. However, if the breaching party declares that it will not perform its obligation, the party entitled may withdraw from the Agreement without giving or before the expiry of a reasonable additional period of time for performance.
- 15.6 Either party to the Agreement may also withdraw from the Agreement if the other party repeatedly breaches the Agreement in a non-substantial manner.
- Consequences of withdrawal*
- 15.7 In the event of withdrawal pursuant to this Article 15, paragraphs 14.7 to 14.11 and paragraphs 14.13 to 14.16 shall apply accordingly.
- 15.8 The Trader may unilaterally set off the Trader's claims arising in connection with withdrawal from the Agreement pursuant to this Clause 15, against the Customer's claims.

## 16. DATA PROTECTION

- 16.1 The processing of the Customer's personal data is governed by the *Personal Data Processing Policy* document. For information on the processing of personal data pursuant to Articles 13 and 14 of the GDPR, please refer to the *Personal Data Processing Policy* document.

## 17. ANNOUNCEMENTS

- 17.1 Unless otherwise specified in the Agreement, any communication relating to the Agreement shall be delivered in the manner set out in clause 17.2 to the address of the Party-addressed Party referred to in clause 17.3.
- 17.2 Unless otherwise specified in the Agreement, service of notices shall be by email or by paper to the addresses specified in clause 17.3.
- 17.3 The Parties are obliged to deliver notices to the following addresses:  
notices addressed to the Customer: to the addresses specified in the Order;  
notices addressed to the Trader: to the addresses specified in paragraph 3.2.
- 17.4 The Trader's notices must be in the Slovak language. Notices of the Customer must be in Slovak or English.
- 17.5 The notification shall be deemed to have been delivered as follows:  
in the case of delivery by email:  
(i) on the day of sending, if the email was sent before 14:00 on that day;  
(ii) on the day after the day of dispatch, if it was dispatched at 14:00 or later;  
in the case of delivery by post or courier service:  
(iii) the date of receipt of the notification by the Agreement party-addressee;  
(iv) the date on which the Party addressed refuses to accept the notification; or  
(v) the date on which the notice is returned to the sending Party as not received within the retention period or marked "addressee unknown" or as undelivered, or when the notice is returned to the sender as undelivered for any other similar reason.
- 17.6 The Customer is obliged to notify the Trader in writing without undue delay of any change in its contact details.

## 18. CIRCUMSTANCES EXCLUDING LIABILITY

- 18.1 No party to a Agreement shall be liable for breach of Agreement by reason of an obstacle which has arisen independently of the will of the obligor and prevents it from performing its obligation, if it cannot reasonably be assumed that the obligor would have averted or overcome the obstacle or its consequences and, furthermore, that the obligor would have foreseen the obstacle at the time the

obligation arose.

## 19. APPLICABLE LAW AND ADJUDICATION OF DISPUTES

- 19.1 Legal relations between the Customer and the Trader arising out of or in connection with the Agreement, including non-Agreementual relations, are governed by the law of the Slovak Republic, unless generally binding legal regulations, which cannot be derogated from, provide otherwise.
- 19.2 Disputes arising between the Customer and the Trader arising out of or in connection with the Agreement shall be adjudicated by the general courts of the Slovak Republic, unless generally binding legal regulations, which may not be derogated from, provide for a different jurisdiction. The local jurisdiction of the court shall be determined according to the registered office of the Trader, unless the generally binding legal regulations, which cannot be derogated from, provide for a different jurisdiction.
- 19.3 The Customer and the Trader may also agree on a dispute resolution pursuant to paragraph 19.2: mediation according to the Act of the National Council of the Slovak Republic No. 420/2004 Coll. on mediation.  
through consumer arbitration proceedings pursuant to the Act of the National Council of the Slovak Republic No. 335/2014 Coll. on Consumer Arbitration;
- 19.4 The Customer also has the right to submit a request for redress to the Trader if a dispute arises between the Customer and the Trader arising from the exercise of rights under liability for defects or if the Customer believes that the Trader has violated other rights of the Customer, in accordance with § 11 et seq. of the Act of the National Council of the Slovak Republic No. 391/2015 Coll. on Alternative Dispute Resolution for Consumer Disputes (for more information on this, for example, see <https://www.soi.eu/en/alternativne-riesenie-spotrebiteľských-sporov.soi>) or by means of alternative dispute resolution pursuant to Article 14(1) and (2) of Regulation (EU) No 524/2013 of the European Parliament and of the Council of 21 May 2013 on online dispute resolution for consumer disputes, through which the Customer may submit a proposal for the initiation of alternative dispute resolution (available online at <https://ec.europa.eu/consumers/odr/main/?event=main.adr.show2>). The possibility to resolve the dispute by means of the means provided for in clauses 19.2 and 19.3 is not affected

## 20. MISCELLANEOUS

- 20.1 The Trader may assign the rights and obligations under the Agreement if the assignment does not impair the enforceability or security of the Customer's claims. The Customer may assign the rights and obligations under the Agreement only with the prior written consent of the Trader.
- 20.2 The parties may not set off their mutual claims arising in connection with the Agreement, unless the Agreement expressly provides for, or if the parties expressly agree on, set-off.
- 20.3 If any provisions of the Agreement are rendered invalid, ineffective or unenforceable in whole or in part, the validity, effectiveness or enforceability of the remaining provisions shall not be affected to the maximum extent possible under generally applicable law.
- 20.4 The Agreement constitutes the entire agreement of the Customer and the Trader with respect to the subject matter hereof and supersedes any agreements, understandings of mutual relations and acts of the Customer and the Trader with respect to the subject matter hereof that arose prior to the effective date of the Agreement, unless the Agreement expressly provides otherwise.
- 20.5 The Customer's waiver or failure to exercise the Trader's right in connection with a breach of Agreement shall not result in a loss of the ability to exercise such right in the event of future breaches of Agreement by the Customer.

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[ATTACHMENTS FOLLOW]

## ANNEX 1 DEFINITIONS

Unless otherwise expressly stated in these General Terms and Conditions, terms beginning with a capital letter have the following meaning:

**Sample collection time** is the moment the Customer places the first drop of blood on the Test Kit.

**The Customer's email address** is:

- a) the email address provided by the Customer as identification when setting up the Customer's account, if The order was placed through the Customer's account on the Platform;
- b) the email address provided by the Customer in the Order, if the Order was placed without logging into the Customer's account.

**EUR** stands for euro, the legal tender in the Eurozone, currency code EUR.

**GDPR** means Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016 on the protection of natural persons with regard to the processing of personal data and on the free movement of such data and repealing Directive 95/46/EC (General Data Protection Regulation).

**The Online Store** is an online store operated by the Trader available through the Website, the Web App, and the Mobile App.

**A mobile application** is a mobile application operated by the Trader through which the Trader offers its products and makes its services available.

**Civil Code** means Act No. 40/1964 Coll. of the Federal Assembly of the Czech and Slovak Federative Republic Civil Code.

**Trader** means the person identified in paragraph 3.1.

**Commercial Code** means Act of the Federal Assembly of the Czech and Slovak Federative Republic No. 513/1991 Coll. Commercial Code.

**An order** is a proposal by the Customer to conclude a Agreement for the delivery of the relevant Products, which the Customer submits to the Trader by completing and submitting the order form in the Online Store.

**The platform** is a Website, a Web App, and a Mobile App.

**Product** means any product offered in the Online Shop, in particular Testing Products and Goods.

**Related Costs** are the costs associated with the delivery of the Product (for example, the cost of delivery of the Goods).

**A Test Product** is a specific Test Services product offered by the Trader in the Online Store.

**Testing Services** are services of the Trader, the purpose of which is to provide the Customer with an overview of the status of selected nutritional parameters of the Customer within the scope of the relevant Testing Product. To this end, the Testing Services consist mainly of the following successive integral performances:

- a) arranging delivery of the Test Kit to the Customer for the purpose of taking the Sample;
- b) arranging delivery of the Customer's Sample to the laboratory service provider;
- c) ensuring that the analyses of the Sample are carried out by the laboratory service provider in the scope of the ordered Test Product;
- d) delivery of the Results to the extent of the ordered Test Product to the Customer;
- e) Providing a basic interpretation of the Results.

**A test kit** is a kit for taking a so-called dry drop of blood, which the Trader delivers to the Customer for the purpose of performing blood collection and analyses within the scope of the selected Test Product.

**Goods** are goods offered by the Trader through the Online Shop. For the avoidance of doubt, Test Products are not Goods.



**Results** means the results of performing the relevant analyses on the Sample and the underlying professional and personalised interpretation of those results based on the information provided pursuant to Article 11.

**Sample** means a sample of the Customer's blood taken via the Test Kit.

**The Customer** is a natural person identified in the Order who has entered into a Agreement with the Trader on the basis of the relevant Order, or, as the context may require, the natural person who has expressed an interest in entering into the Agreement.

**The Consumer Protection Act** is the Act of the National Council of the Slovak Republic No. 108/2024Z. z. on the protection of consumer.

**The Personal Data Processing Policy** is a document of the Trader marked *Personal Data Processing Policy* or other document of the Trader, in which the Trader regulates and informs about the manner in which it processes the personal data of Customers.

**Web Application** means the Trader's web application accessible at <https://app.mumo.health>, including all its components and subpages, and any other web applications operated by the Trader for the purpose of providing the Testing Services and selling the Goods.

**Website** means the website <https://mumo.health> including all its components and sub-sites, and any other websites operated by the Trader for the purpose of providing the Testing Services and selling the Goods.

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ANNEX 2 COMPLAINT FORM

MAKING A CLAIM

<b>Addressee:</b>	Mumo Health j. s. a., Senická 2, 811 04 Bratislava, Slovak Republic
<b>Customer's name and surname:</b>	
<b>Customer's address:</b>	
<b>Customer's email address:</b>	
<b>Customer's telephone number:</b>	
<b>Order number:</b>	
<b>Date of ordering the Product:</b>	
<b>Date of receipt of the Product:</b>	
<b>Complained Product: (name and code):</b>	
<b>Description of defects of the Product:</b>	
<b>I demand that my complaint be handled in the following manner (§ 623 and § 624 of the Civil Code)</b>	
<b>Attachments:</b>	

Date:

Signature: *(only if the withdrawal is in paper form):*

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**ANNEX 3 WITHDRAWAL FORM**

**WITHDRAWAL FROM THE AGREEMENT**

In accordance with Act No. 108/2024Z. z. on Consumer Protection (hereinafter referred to as the "Consumer Protection Act"), I hereby withdraw from the Agreement:

<b>Addressee:</b>	Mumo Health j. s. a., Senická 2, 811 04 Bratislava, Slovak Republic
<b>Customer's name and surname:</b>	
<b>Customer's address:</b>	
<b>Customer's email address:</b>	
<b>Customer's phone number:</b>	
<b>Order number:</b>	
<b>Date of ordering the Product:</b>	
<b>Date of receipt of the Product:</b>	
<b>The product to which the withdrawal relates: (name and code) if the withdrawal relates to only part of the Order:</b>	
<b>Reason for returning the Product:</b>	
<b>Return the money to your bank account (in IBAN format):</b>	

**Notice to the consumer:** Under the Consumer Protection Act, the trader is entitled to claim from the consumer reimbursement of the reduction in the value of the goods resulting from such treatment of the goods which is beyond the treatment necessary to ascertain the characteristics and functionality of the goods.

Date:

Signature: *(only if the withdrawal is in paper form):*

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**ANNEX 4 INFORMATION TO THE CONSUMER PURSUANT TO §5 AND §15 OF ACT NO. 108/2024 Z. Z.**

Pursuant to § 5 of the Consumer Protection Act, the Trader is obliged to notify the Customer of the information pursuant to § 5(1) of the Consumer Protection Act prior to the conclusion of the Agreement. Pursuant to §15 of the Consumer Protection Act, the Trader is obliged, before concluding a distance Agreement or a Agreement concluded outside the trader's business premises or before the Consumer sends an order, if the Agreement is concluded on the basis of the Customer's order, in addition to the information pursuant to §5, to communicate to the Customer in a clear and comprehensible manner the information pursuant to §15(1) of the Consumer Protection Act. In this Annex 4, the Trader fulfils the above obligations under the Consumer Protection Act.

**Information pursuant to Section 5 of the Consumer Protection Act:**

- a) *The main characteristics of the product to the extent appropriate to the type and nature of the product and the form of disclosure:*  
The product description is always given for the respective product in the Internet shop.
- b) *The business name and registered office or place of business of the trader or the person on whose behalf the trader acts:*  
The information is set out in paragraph 3.1 of the General Terms and Conditions and on the Website Trader in the Contact section.
- c) *Trader's phone number:*  
The information is listed on the Web site in the Contact section.
- d) *The selling price of the product, the manner in which it is calculated if, due to the nature of the product, the selling price cannot be determined in advance, the cost of transport, delivery, postage and other costs and charges and the fact that other costs and charges may be included in the total price if the costs and charges cannot be determined in advance:*  
The information is provided in the Order Summary before the Order is placed.
- e) *The terms of performance, payment terms, delivery terms and the period within which the trader undertakes to deliver or provide the product:*  
The information is given:
  - (i) in Articles 7, 8, 10, 11 and 12 of the General Terms and Conditions regarding the terms of performance and payment conditions;
  - (ii) in Articles 9 and 12.9 of the General Terms and Conditions, regarding the delivery terms and the time by which the Trader undertakes to provide the Goods and the Testing Services.
- f) *The existence and duration of the trader's statutory liability for defects in the goods, digital content or the digital service and the availability of a consumer guarantee if the trader or manufacturer provides one:*  
The information is set out in Article 13 of the General Terms and Conditions.
- g) *The existence and duration of liability for defects in service and the procedure for exercising rights under liability for defects in service:*  
The information is set out in Article 13 of the General Terms and Conditions.
- h) *Terms of after-sales service, if provided by the trader or manufacturer:*  
Not applicable.
- i) *The duration of the Agreement, if it is a fixed-term Agreement, or the conditions for terminating the Agreement, if it is an open-ended Agreement or a Agreement which is automatically renewed:*  
Not applicable.

- j) *Details of the functionality of the digital item, digital content and digital service, including available technical safeguards:*  
Not applicable.
- k) *Details of the compatibility and interoperability of the item with digital elements, digital content and digital services known or reasonably expected to be known to the trader:*  
Not applicable.
- l) *An indication of the consumer's right to submit a request for redress to the trader pursuant to a specific regulation, with a link to the website on which information about the relevant alternative dispute resolution body is published:*  
The information is set out in Article 19 of the General Terms and Conditions.

**Information pursuant to Section 15 of the Consumer Protection Act:**

- a) *The trader's e-mail address:*  
The information is listed on the Web site in the *Contact* section.
- b) *Another means of online communication that allows the consumer to store on a durable medium the content of written communications with the trader, including the date and time of the communication, if the trader uses it to communicate with the consumer:*  
Not applicable.
- c) *The address of the trader or of the person on whose behalf the trader is acting, at which the consumer may exercise product liability rights, withdraw from the Agreement, request redress or make any other complaint, if different from the address referred to in § 5(1)(b):*  
The information is listed on the Web site in the *Contact* section.
- d) *Information that the selling price is intended for a particular consumer or group of consumers to on the basis of automated decision-making, including profiling:*  
Not applicable.
- e) *The price for the use of the means of long-distance communication which may be used at the conclusion of the Agreement, if the price is calculated on the basis of an increased rate:*  
Not applicable.
- f) *Instructions on the consumer's right to withdraw from the Agreement pursuant to Article 19(1), the conditions, time limit and procedure for exercising the right of withdrawal; the trader shall also provide the consumer with a model withdrawal form as set out in Annex 2:*  
Information on the consumer's right of withdrawal, conditions, time limit and procedure for exercising the right of withdrawal is provided in Article 14 of the General Terms and Conditions.  
The withdrawal form is attached as Annex 3 to the General Terms and Conditions.
- g) *Instruction on the consumer's obligation to bear the costs of returning the goods after withdrawal pursuant to Article 19(1) and, if the consumer withdraws from a distance Agreement, the costs of returning goods which, due to their nature, cannot be returned by post:*  
The information is set out in paragraph 14.10 of the General Terms and Conditions.
- h) *Instruction on the consumer's obligation to reimburse the trader for the price of the performance actually provided pursuant to Article 21(5) if the consumer withdraws from a Agreement pursuant to Article 19(1), the subject matter of which is the provision of a service, after having given his express consent to the trader pursuant to point (c) of Article 17(10):*  
The information is set out in paragraph 14.12 of the General Terms and Conditions.

- i) *An indication that the consumer is not entitled to withdraw from the Agreement pursuant to Article 19(1), or an indication of the circumstances in which the consumer loses the right to withdraw from the Agreement:*

The cases and circumstances in which the Consumer is not entitled to withdraw from the Agreement are set out in clause 14.4 General Terms and Conditions.

- j) *The minimum duration of the consumer's obligation, if the Agreement implies such an obligation for the consumer:*

Not applicable.

- k) *Instructions on the consumer's obligation to pay an advance payment or provide other financial security at the trader's request and on the conditions for providing them, if the Agreement imposes such an obligation on the consumer:*

The information is set out in paragraph 7.5 and Article 8 of the General Terms and Conditions.

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-----[END OF TERMS AND CONDITIONS]-----