



SECOM ANALYTICS ©

SECOM ANALYTICS General Terms and Conditions
I. Basic Provisions

These GTC regulate the relations between the parties to a purchase contract, where on the one hand is the supplier of the SECOM ANALYTICS software as a seller (hereinafter referred to as the "Seller") and on the other hand is the buyer, who may also be a consumer (hereinafter referred to as the "Buyer"). Further information about the Seller is available on the website www.secom.store.

The buyer is a consumer or entrepreneur.

A consumer is a natural person who, when concluding and performing a consumer contract, is not acting within the scope of his or her trade or other business activity.

Legal relations of the Seller with the Consumer not expressly regulated by these GTC shall be governed by the relevant provisions of Act No. 40/1964 Coll., Civil Code, as well as related regulations.

Entrepreneur means:

- a person registered in the commercial register,
- a person who operates on the basis of a trade licence,
- a person carrying on business on the basis of a licence other than a trade licence pursuant to special regulations,

For the purposes of the GTC, an entrepreneur is also understood to be one who acts in accordance with the preceding sentence in the course of their business activities. If the Buyer indicates his/her identification number (ID number) in the order, then the Buyer acknowledges that the rules set out in the GTC for entrepreneurs apply to him/her.

Legal relations of the Seller with the Buyer, who is an entrepreneur, not expressly regulated by these GTC or by the contract between the Seller and the Buyer, are governed by the relevant provisions of the Act No. 513/1991 Coll., the Commercial Code as amended, as well as related regulations. In the event of any differences between the GTC and the individual contract, the text of the contract shall prevail.

By placing an order, the Buyer confirms that he/she has read and agrees to these GTC, of which the Complaints Procedure forms an integral part, the terms and conditions of the ordered service and/or the license granted, in the version valid and effective at the moment of sending the order. The Buyer will receive a copy of the GTC as an attachment to the order confirmation to the email address provided.

The Buyer is aware that the purchase of the products included in the Seller's commercial offer does not give the Buyer any rights to use registered trademarks, trade names, company logos or patents of the Seller or other companies, unless otherwise agreed in a specific case by a specific contract.

II. Purchase contract

1. Conclusion of the Purchase Contract

If the buyer is a consumer, the proposal for the conclusion of the purchase contract is the placement of the offered goods by the seller on the site, the purchase contract is formed by the sending of the order by the consumer buyer and the acceptance of the order by the seller. The Seller shall immediately confirm this acceptance to the Buyer by an informative email to the specified email, however, this confirmation shall not affect the formation of the contract. In the informative email, the Buyer will also find a link to the current version of the GTC and the Seller's Complaints Procedure.



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The resulting contract (including the agreed price) may only be changed or cancelled by agreement of the parties or on the basis of statutory grounds. For an exception to this procedure, see section VI. Ordering.

If the Buyer is an entrepreneur, the proposal for the conclusion of the purchase contract is the dispatch of the order for the goods by the Buyer-entrepreneur and the purchase contract itself is concluded at the moment of delivery of the Seller's binding consent to the Buyer-entrepreneur's proposal to the Buyer-entrepreneur. The Seller shall not be liable for any errors in the data transfer. The contract is concluded in Slovak or English.

The concluded contract shall be archived by the Seller for at least five years from its conclusion, but no longer than the period according to the relevant legislation, for the purpose of its successful execution and shall not be accessible to third, non-interested parties. Information on the various technical steps leading to the conclusion of the contract is apparent from these terms and conditions, where the process is clearly described. The buyer has the opportunity to check and, if necessary, correct the order before the actual dispatch of the order. These T&C are available on the Seller's individual portals and can thus be archived and reproduced by the Buyer.

The cost of using remote means of communication (telephone, internet, etc.) to place an order is at the normal rate, dependent on the tariff of the telecommunications services used by the Buyer.

If services are ordered by the buyer-consumer, then he hereby agrees that they be provided to him before the expiry of the statutory withdrawal period.

2. Delivery of the object of purchase

In the purchase contract, the seller undertakes to hand over the item to the buyer, to provide the digital content/license that is the subject of the purchase and to allow the buyer to acquire a time-limited license to use it, and the buyer undertakes to take possession of the item/digital content and to pay the seller the purchase price.

The Seller reserves the right of ownership of the item and therefore the Buyer will only become the owner upon full payment of the purchase price. The same rule applies in the case of the purchase of a licence or service.

The Seller shall hand over to the Buyer both the item and the documents relating to the item and allow the Buyer to acquire ownership of the item/licence in accordance with the contract.

The Seller shall comply with the obligation to hand over the item to the Buyer if it allows the Buyer to dispose of the item at the place of performance and notifies the Buyer in due time.

If the seller is to ship the item, the seller shall hand over the item to the buyer-entrepreneur by handing it over to the first carrier for carriage to the buyer and shall allow the buyer to exercise his rights under the contract of carriage against the carrier, the seller shall not hand over the item to the buyer-consumer until the item has been handed over to him by the carrier.

The Seller shall hand over to the Buyer the object of purchase in the quantity, quality and design specified.

If it is not specified how the item is to be packaged, the seller shall package the item according to custom; if there is no custom, then in a manner necessary for the preservation of the item and its protection. In the same way, the seller shall arrange for the thing to be transported.

In order to minimize damages and to ensure a smooth supply, the Seller reserves the right to deliver the goods to the Buyer, who has ordered the goods for the total value within one order and/or one day, only after full payment of the total purchase price. Once the Buyer has paid the total purchase price of the Goods purchased, the Seller shall make dispatch in accordance with the Buyer's requirements as set out in the Purchase Order.



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The Buyer hereby agrees that the purchased goods may not be accompanied by an instruction manual in English.

The Buyer shall comply with the obligations set forth in these GTC (for the purposes of the GTC, including SW, etc.) and the laws governing copyright works and the specific license terms of the product in question when using all electronic content purchased. If the purchaser breaches the obligations set out in this way, then the purchaser shall be liable to pay any damages, and such conduct may also have criminal consequences.

The Buyer is entitled to use all electronic works exclusively for his/her personal use, unless otherwise stated in the license conditions, and the purpose of such use is not to obtain direct or indirect economic or commercial benefit. The Buyer is also not entitled to copy the purchased electronic content, or otherwise reproduce it, make copies, excerpts or otherwise deal with it in violation of copyright, other laws or the license terms of the product. Access to electronic content may be prohibited or the license may be disabled if the electronic content was obtained as a result of illegal activity.

III. Security and Information Protection

The Seller declares that all personal data is confidential, will be used only for the performance of the contract with the Buyer and the Seller's marketing actions and will not be otherwise disclosed, disclosed to a third party, etc., except in situations related to distribution or payment related to the ordered goods (notification of the name, account number and delivery address). The Seller shall act in such a way that the Data Subject is not prejudiced in respect of his/her rights, in particular the right to preserve human dignity, and shall also take care to protect against unauthorised interference with the private and personal life of the Data Subject. Personal data that are voluntarily provided by the Buyer to the Seller for the purpose of order fulfilment and marketing actions of the Seller are collected, processed and stored in accordance with the applicable laws of the Slovak Republic, in particular Act No. 122/2013 Coll, on the protection of personal data, as amended and in force. The Buyer gives the Seller its consent to the collection and processing of such personal data for the purpose of fulfilling the subject matter of the Purchase Contract and use for marketing purposes, until the Buyer's written expression of disagreement with such processing sent to the Seller's address. In this case, the electronic form, in particular via the contact form on the website www.secom.store, shall also be deemed to be a written statement. The Buyer has the right of access to his personal data and the right to rectification (via the contact form cited above), including the right to request an explanation and rectification of the non-compliance and other legal rights in relation to this data.

The terms and conditions of the processing of personal data and the specification of the specific personal data to the processing of which the Buyer hereby consents are contained on the Seller's website.

In the context of the complaints procedure, the following data is required from customers: name, surname, address, telephone number, e-mail and signature or digital signature. All personal data thus obtained are processed solely for the purpose necessary for the processing of the complaint and in accordance with Act No. 122/2013 Coll., on the protection of personal data, as amended and in force.

The buyer has the right of access to his/her personal data and the right to rectification, including the right to request an explanation and rectification of the defective condition and other legal rights to this data.

Furthermore, the Seller may, when consent is given, incorporate so-called "cookies" to facilitate the provision of services information society, in accordance with the provision of Directive 95/46/EC on the purpose of cookies or similar tools, and it is ensured that users are aware of the information that is stored on the terminal equipment they use, the Seller shall set out separate conditions for the use of cookies for this purpose here. Users have the possibility to refuse that "cookies" or similar tools are stored on their end devices, e.g. by activating the anonymous browsing functionality in their browser.

The Seller reserves the right to refuse an order created by the Buyer from a blocked IP address, in case this IP address is on the so-called blacklist, in order to prevent crime and minimize damages. In case of problems with the order, the buyer can contact the seller via the contact form or call center.



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IV. Operating hours

Internet orders:

In the event of an information system failure or force majeure, the Seller shall not be liable for non-compliance with the operating hours.

V. Prices

All prices are contractual. The prices in the online shop are always current and valid. The prices are final, i.e. excluding VAT and all other taxes and fees that the consumer must pay to obtain the goods, but not including any charges for transport etc., which are indicated in the shopping cart and their amount depends on the Buyer's choice.

The promotional prices are valid until the stock is sold out when the number of pieces of the promotional goods is indicated or for a period of time specified.

Original price means the price of the goods/service/license at which the goods/service/license in question was offered by SECOM ANALYTICS without taking into account any possible bonuses, marketing campaigns to promote sales and other discount promotions on the e-shop operated by it or the price non-bindingly recommended by the manufacturer or distributor, whereby the price displayed will always be the one that better reflects the price level of the product in question on the market.

VI. Ordering

The buyer will receive the goods at the price valid at the time of ordering. The Buying Consumer shall have the opportunity to acquaint himself with the total price excluding VAT and any additional charges before placing an order. This price will be stated in the order and in the message confirming receipt of the order of goods. The Buying Consumer shall have the opportunity before placing an order to know for how long the offer or price remains valid.

You can place an order in the following ways:

- in person at the seller's premises
- online on the website www.secom.store

The Buyer acknowledges that there may be cases when the contract between the Seller and the Buyer is not concluded, especially in the case when the Buyer orders goods at a price published in error due to an error in the Seller's internal information system. In such a case, the Seller shall inform the Buyer of such fact.

The Seller reserves the right to declare the contract of sale null and void if there has been misuse of personal data, misuse of payment card, etc., or due to the intervention of an administrative or judicial authority, the Buyer will be informed of such procedure.

The Buyer acknowledges that in the above cases the purchase contract cannot be validly concluded.

VII. Withdrawal from the contract

Withdrawal from the contract by the buyer who is a consumer

Pursuant to the provisions of § 7 of the Act on Consumer Protection in the Sale of Goods or Provision of Services under a Distance Contract or a Contract Concluded Outside the Seller's Premises and on Amendments and Additions to Certain Acts (Act No. 102/2014 Coll.), the buyer has the right to withdraw from the contract concluded in this way



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without giving any reason within 14 calendar days from the date of receipt of the goods or from the conclusion of the contract for the provision of services, whereby it is necessary to send a letter of withdrawal to the seller within the aforementioned time limit. The Buyer shall also have this right if the goods ordered via the Internet are collected in person at the Seller's dispensing point.

Instructions on exercising the consumer's right to withdraw from the contract of sale, together with the withdrawal form, can be found on the website www.secom.store.

Withdrawal and goods should be sent to:

SECOM ANALYTICS, Priemysel'ná 10, 918 38 TRNAVA

The goods should be returned by the buyer to the consumer no later than 14 days from the date of withdrawal from the contract, complete, with full documentation, undamaged, clean, preferably including the original packaging, in the condition and value in which the goods were received. In the event that the returned goods are incomplete or damaged, the seller may charge the buyer an amount corresponding to the reduction in value of the goods (in accordance with §10 paragraph (4) of the Consumer Protection in the Sale of Goods Act or the provision of services under a distance contract or a contract concluded away from the seller's business premises and on amendment and supplementation of certain laws).

In the case of consumer goods (e.g. hardware, etc.), the contract can only be withdrawn if the buyer delivers the goods undamaged and unused in the original packaging intact.

The money for the returned goods will be refunded to the consumer within 14 days of receipt of the notice of withdrawal.

Except where withdrawal is expressly agreed, the consumer may not withdraw from contracts:

- (a) for the provision of a service, where the provision of the service has been commenced with the express consent of the consumer and the consumer has declared that he has been duly informed that by giving that consent he loses the right to withdraw from the contract once the service has been fully provided and where the service has been fully provided,
- (b) the sale of goods or the provision of services the price of which depends on price movements on the financial market which are beyond the control of the seller and which may occur during the withdrawal period,
- (c) the sale of goods made to the consumer's specific requirements, custom-made goods or goods specifically intended for a single consumer,
- (d) the performance of urgent repairs or maintenance which the consumer has expressly requested the seller to carry out; this shall not apply to service contracts and contracts for the sale of goods other than spare parts necessary for the performance of the repair or maintenance, if they were concluded during the seller's visit to the consumer and the consumer has not ordered those services or goods in advance,
- (e) the sale of sound recordings, visual recordings, phonograms, books or computer software sold in protective packaging, if the consumer has unwrapped the packaging,
- (f) the sale of periodicals, with the exception of sales under a subscription agreement and the sale of books not supplied in protective packaging,
- (g) the provision of electronic content other than on a tangible medium, where the provision has been initiated with the express consent of the consumer and the consumer has declared that he has been duly informed that he loses the right of withdrawal by expressing that consent.

If the buyer decides to withdraw within the above mentioned period, we recommend that the goods be delivered to the seller's address together with an accompanying letter with the possible reason for withdrawal from the purchase contract (not a condition), with the number of the purchase receipt and the bank account number or with an indication of whether the amount will be paid in cash or whether it will be drawn for further purchase, in order to speed up the processing of the withdrawal.

The consumer acknowledges that if he withdraws from the contract, he will bear the cost of returning the goods to the seller and, if he withdraws from a distance contract, the cost of returning goods which, due to their nature, cannot be



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returned by post.

The Buyer acknowledges that if gifts are provided with the goods, the gift contract between the Seller and the Buyer is concluded with the condition that if the right of withdrawal is exercised, the gift contract shall cease to have effect and the Buyer shall be obliged to return the related gifts provided together with the returned goods. In the event that these are not returned, these values will be understood as unjust enrichment of the buyer. In the event of withdrawal from the gift contract, the contract of sale is not terminated and the contracts are treated separately in this respect.

If all of the above conditions for the return of the goods are met, the buyer shall be entitled to a refund of the sums paid in connection with the returned goods, which shall be returned to the buyer no later than 14 days after the withdrawal from the contract. If no account number is provided, the amount is automatically ready to be drawn down within the same period by means of a further purchase or for cash collection on presentation of the original credit note, which is sent to the customer without undue delay after the withdrawal from the contract of sale has been resolved.

Withdrawal from the contract by a buyer who is an entrepreneur

If the buyer is an entrepreneur, the buyer may be offered an alternative withdrawal from the purchase contract depending on the condition of the returned goods, the loss of warranty and the current price of the returned goods. The condition of the goods is assessed by the seller. In the event of failure to agree terms acceptable to both parties, the goods will be returned at the seller's expense. The Seller shall be entitled to charge the Buyer for any additional costs incurred.

When issuing a credit note, the buyer (both consumer and business) may be required to show ID in order to protect the buyer's property rights. By submitting the OP, the buyer agrees to the processing of personal data according to point II (within the meaning of Act 122/2013 Coll., On the Protection of Personal Data).

In order to protect the buyer's rights, if the buyer is a legal entity and will request a refund through the reimbursement of the credit note directly at the store, the relevant amount will be paid only to persons authorized to act for the legal entity in question, i.e. to the statutory body or to a person who proves himself with an officially certified power of attorney.

VIII. Payment terms

The Seller accepts the following payment terms:

- a. payment in advance by bank transfer,
- b. payment via the payment gateway on the website www.secom.store,
- c. payment in cash at the company's registered office upon receipt of goods/services,
- d. payment to the shipping company on delivery.

The goods shall remain the property of the seller until full payment and acceptance, but the risk of damage to the goods shall pass upon acceptance of the goods by the buyer.

The Buyer's billing details cannot be changed retrospectively after the order has been placed.

IX. Terms of Delivery

1. Methods of delivery

The Seller provides or arranges the following delivery methods:



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- sending by transport service
- sending by post to an address or directly to the post office

The different modes of transport are offered according to the current availability of each service and taking into account capacity and driving possibilities. In the event of force majeure or failure of the information system, SECOM ANALYTICS shall not be liable for late delivery. All offered shipping methods, their current conditions and prices will be sent to the Buyer by e-mail upon request from the Seller.

2. Other conditions

The buyer is entitled to refuse to accept a shipment that does not comply with the purchase contract, e.g. because the shipment is incomplete or damaged. If the Buyer accepts such a damaged shipment from the carrier, it is necessary to describe the damage in the carrier's handover report.

Incomplete or damaged shipment must be reported immediately by e-mail to info@sanl.eu, a damage report must be drawn up with the carrier and sent by e-mail or by post to the seller without undue delay. Additional claims of incompleteness or external damage to the consignment do not deprive the buyer of the right to claim the item, but give the seller the opportunity to prove that there is no breach of the contract of sale.

X. Warranty Conditions

Warranty conditions for goods are governed by the Seller's Complaints Procedure and applicable Slovak law. The purchase document serves as a warranty certificate.

XI. Final Provisions

Any disputes between SECOM ANALYTICS and the Buyer may also be settled out of court. In this case, the Buyer - consumer can contact the out-of-court dispute resolution entity, which is, for example, the Slovak Trade Inspection or resolve the dispute through a designated platform. The Seller recommends the Buyer to first use the contact of SECOM ANALYTICS to resolve the situation before the out-of-court dispute resolution is proceeded with.

These General Terms and Conditions are valid and effective as of 1.1.2023. The Seller reserves the right to change the GTC without prior notice.