

První certifikační autorita, a.s.

Podvinný mlýn 2178/6, 190 00 Praha 9

E-mail: info@ica.cz

TERMS AND CONDITIONS

These General Terms and Conditions apply to the purchase of products and services through the e-shop www.ica.cz.

They are issued in accordance with the provisions of Section 1751 of the Civil Code, and define the basic rights and obligations of the Provider and the Customer.

1. INTRODUCTORY PROVISIONS

For the sale of products and services through www.ica.cz, the following General Terms and Conditions (hereinafter referred to as the "GTC") apply, specifying and specifying the rights and obligations of the Provider, which is the company První certifikační autorita, a.s., IČ: 26439395 Podvinný mlýn 2178/6, Prague 9 - Libeň, 190 00, registered at the Municipal Court in Prague in Section B, Insert 7136, and the Customer. All contractual relations are concluded in accordance with the laws of the Czech Republic.

Legal relations not expressly regulated by these Terms and Conditions are governed by Act No. 89/2012 Coll., The Civil Code (hereinafter referred to as the "Civil Code"). The Customer obtains products and services based on sending an electronic order available at www.ica.cz, its acceptance by the Provider and payment of the purchase price (credited to the Provider's account).

2. DEFINITION OF TERMS

- **Price list** means the price list of the Product as listed on www.ica.cz.
- **Certification policy** means a document containing the terms for the provision and use of a Product and services available on www.ica.cz.
- **Order** means a proposal for closing a Contract for provision of the Product sent through an electronic Order available on www.ica.cz.
- **Provider** means První certifikační autorita, a.s. (hereinafter also as "I.CA").
- **Product** means products and services of I.CA offered through www.ica.cz.
- **Contract** means a Contract on the provision of the Product consisting of an Order and an e-mail in which the Provider informs the Customer on the acceptance of an Order.
- **Customer** means a person who has closed a Contract on the provision of a Product with I.CA.

3. PERSONAL DATA PROCESSING AND USE

Placing an Order through www.ica.cz is associated with the provision of certain personal data of the Customers or potential Customers. In such a case, the Provider shall handle these data in accordance with applicable legal regulations, in particular in accordance with EU Regulation 2016/679 (General Data Protection Regulation) and Act No. 110/2019 Coll. on the processing of personal data, as amended. Personal data will be fully secured against misuse. The data will be stored and will not be shared with third-party applications. The Provider - Administrator may authorize a third party to process the above personal data as a processor.

The controller hereby informs the data subject (Customer) and provides him with explicit instruction on the rights arising from the EU Regulation 2016/679 and the Act No. 110/2019 Coll., On the processing of personal data. I.e. in particular that the processing of personal data of the Provider entitles either the preparation or performance of a contract with the data subject, compliance with legal obligations, legitimate interests of the Provider, or consent of the data subject to the processing of personal data. In particular, the data subject shall have the right to access, rectify or delete personal data and to object or to withdraw consent to the processing of personal data.

In the event of a violation of his / her rights, he / she has the right to contact the Office for Personal Data Protection (Supervisory Authority) and request appropriate remedy. If the Customer wishes to exercise his / her rights above to the Provider, he / she can do so at the email address info@ica.cz or at the above-mentioned postal address.

4. ORDERING THE PRODUCT AND CLOSING THE CONTRACT

The condition of a valid electronic Order is the completion of all required data and particulars specified in the order form. Before the Buyer finally confirms the Order, he will have the right to check the entire Order and enter the entered data. If he wishes to change an item, he can do so by using the "Back" button to return the Customer to the previous steps. If the Customer agrees with the form of the Order, the Order shall be definitively sent for processing using the "Send Order" button. This dispatch is binding.

The Provider shall send an e-mail to the Customer's e-mail address specified in the Order with acceptance of the Customer's Order (hereinafter referred to as "acceptance"). By placing an order, the Customer accepts these GTC of the Provider and the price for the ordered Product. As soon as the Customer receives from the Provider the acceptance of the Order (via e-mail), the Provider's offer for the ordered Product including the price specified in the order is binding until the Product is delivered to the Customer, unless stipulated otherwise by these provisions. The Order is a draft Contract, where the Contract itself is concluded by e-mail acceptance of the Order by the Provider to the Customer. From this moment, mutual rights and obligations defined by the Contract and these GTC, which are an integral part of the Contract, arise between the Customer and the Provider. If the Customer fails to pay the agreed price within 10 working days, ie the amount corresponding to the agreed price is not credited to the Provider's account, the concluded Contract loses its validity and both parties are no longer bound by it.

The Provider reserves the right not to accept the Purchaser's Order in case of an obvious error regarding the price or description of the Product stated on the Provider's website. The Customer will be informed about non-acceptance of the Order due to an obvious error by e-mail (which the Customer stated when filling in the electronic order form). An error in the information submitted in writing does not bind the Provider if it is obvious to the ordinary consumer due to the content of the Provider's GTC and in the context of other information provided by the Provider.

The contract is concluded in the Czech language. The concluded Contract is archived by the Provider for the purpose of its successful fulfilment in electronic form for a period of 5 years and is not accessible to third parties not involved. Information on the individual technical steps leading to the conclusion of the Contract is evident from these GTC, where this process is clearly described.

5. PRICE AND PAYMENT

The prices listed on www.ica.cz are stated as final prices, including VAT. As the price at the conclusion of the Contract between the Provider and the Customer, the price stated for the Product at the time of ordering by the Customer shall apply.

An invoice issued under the Agreement between the Provider and the Customer also serves as a delivery note. In principle, the Customer may use the Product only after its full payment, ie crediting the payment to the Provider's account, unless agreed otherwise. In the event that the Customer makes a payment and the Provider is subsequently unable to ensure delivery of the

Product, the Provider shall promptly return the performance to the Customer in an agreed manner. The time spent for reimbursement of the funds depends on the method of reimbursement chosen (bank transfer, postal transfer), but must not exceed 30 days from the moment when this impossibility arose.

6. DELIVERY TIME

6.1 Delivery methods

I.CA provides or mediates the following delivery methods:

- Personal collection at the branch.....0,00 Kč (Praha 9)
- Transporter (within the EU)..... 399,00 Kč
- Transporter (outside the EU).....799,00 Kč (the price does not include any customs duties)

Individual modes of transport are offered according to the current availability of individual services and with regard to capacity and travel options. In case of force majeure or failure of the information system, I.CA is not responsible for delayed delivery of goods.

6.2 Other conditions

When picking up an order at a prepaid branch, I.CA may require the presentation of an identification card (OP or passport), in order to prevent damage and to prevent money laundering following criminal activity. Without presenting any of these documents, I.CA may refuse to release the goods. This authorization follows from the provisions of Section 2900 of the Civil Code, which stipulates the obligation of prevention and prudence.

The buyer is obliged to check the condition of the shipment together with the carrier immediately upon delivery. The buyer is entitled to refuse to accept shipments that are not in accordance with the purchase contract by the fact that the shipment is, for example, incomplete or damaged. If the Buyer accepts such a damaged consignment from the carrier, it is necessary to describe the damage in the carrier's handover protocol.

Incomplete or damaged shipment must be reported immediately by e-mail to objednavky@ica.cz, write a damage report with the carrier and send it without undue delay by fax, e-mail or I.CA. An additional claim for incompleteness or external damage to the shipment does not deprive the Buyer of the right to complain about the item, but to make I.CA the opportunity to prove that it is not in conflict with the purchase contract.

7. LICENSE AGREEMENT FOR LICENCED PRODUCTS

The Customer has the right to use it for his / her internal use only if he ordered the licensed Product. The Customer is not entitled to:

- modify, remove, or make a secondary Product of the Program Code or other component of the Product without the consent of I.CA, unless the supplier of such activities is I.CA,
- use the Product in any manner other than as agreed in this Agreement; provide the Product, or its sub-license, to third parties,
- use the Product in more than the number of installations ordered. Installation means the installation and use of the Product using a single license file,
- use the software for development, compilation, debugging, or similar design purposes,

- decompile, reverse engineer, reverse engineer, disassemble, unlock, or otherwise attempt to disclose the source code or underlying algorithms of the software, or attempt to perform any of the above in connection with the object code of the software,
- modify, alter, translate, or create any derivative works of the Software, or merge or combine the Software with any other software.

Intellectual property and copyright are exercised by I.CA. I.CA grants to the Customer a non-exclusive, portable, unlimited time and purpose license to use the Product, the subjective intellectual property rights of the authors of the product are not affected. In addition to the statutory cases, a breach of the scope and limitations of the Product license granted by the Customer shall be considered a material breach of the Contract.

8. RETURNS - WITHDRAWAL

8.1 Right of withdrawal from the Contract

The Customer who concluded the Contract with the Provider via www.ica.cz has the right to withdraw from the Contract without giving a reason within 14 days from the date of conclusion of the Contract.

The Provider hereby warns that this right does not serve as a way of solving the delivery of the defective Product.

For the purpose of exercising the right to withdraw from the Contract, the Customer must notify the Provider of its decision to withdraw from this Contract by sending a notice of withdrawal within 14 days of the Provider in the form of a clear statement (eg a letter sent by post or e-mail). above or by email to info@ica.cz.

In order to comply with the withdrawal period, it is sufficient to send notice of the exercise of the right of withdrawal before the expiry of the relevant period.

8.2 Consequences of withdrawal from the Contract

If the Customer withdraws from the Contract with the Provider, the Provider shall return to the Customer, without undue delay but within 14 days from the date when the Provider receives information on the decision to withdraw from the Contract, all payments received, but only if the Product or part thereof has not been removed or consumed by the Customer. In the event that the Customer removed or consumed part of the Product, the Provider shall return the adequate part of the price of the Product.

9. FINAL PROVISIONS

In the event that the Customer feels that his rights have been violated, he may address his complaints to the Provider via the e-mail address info@ica.cz in order to settle the matter out of court. The Provider, the company První certifikační autorita, a.s., as the operator of www.ica.cz, in consistent with Act. No. 121/2000 Coll., the Copyright Act, is entitled to exercise the copyrights to this website.

These Terms are displayed on the website www.ica.cz thus allowing for archiving and reproduction by the Customer. The Terms apply to the extent and wording that is shown on the Provider's website on the day that the electronic Order is sent. By sending the electronic Order, the Customer confirms to the Provider that he is familiar with these Terms and agrees with them. The Customer is thus sufficiently informed of these Terms prior to actually executing the Order and has the opportunity to become acquainted with them.

The rights and obligations of the contractual parties arising from the Contract shall be governed by these GTC, unless the Contract stipulates otherwise. If the Contract contains a different arrangement from the GBC, the wording of the Contract shall prevail over the wording of the GBC.