

První certifikační autorita, a.s.

Podvinný mlýn 2178/6, 190 00 Praha 9

E-mail: info@ica.cz

TERMS AND CONDITIONS

These terms and conditions apply to the purchase of Products and services through www.ica.cz.

They are issued in accordance with § 1751 of the Czech Civil Code and define the basic rights and obligations of the Providers and Customer.

1. INTRODUCTORY PROVISIONS

For the sale of Products and services through www.ica.cz, the following general Terms & Conditions (hereinafter as "Terms") apply that specify and clarify the rights and obligations of the Provider, namely the company První certifikační autorita, a.s., ID No.: 26439395, registered office at Podvinný mlýn 2178/6, Praha 9 – Libeň, 190 00, registered with the Municipal Court in Prague, Section B, Insert 7136, and its Customers. All contractual relations are concluded in accordance with the laws of the Czech Republic.

Relationships that are not explicitly set out by these Terms are governed by Law No. 89/2012 Coll., The Civil Code (hereafter as "Civil Code").

The Customer acquires products and services based on sending an electronic Order available at www.ica.cz, its acceptance by the Provider, and the payment of the purchase price (credited to the Provider).

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. THE PROCESSING OF PERSONAL DATA AND THEIR USE

Placement of an Order through www.ica.cz is associated with the provision of certain personal data of Customers or potential Customers. In this case, the Provider shall handle this information in compliance with applicable laws and regulations, in particular in accordance with Act No. 101/2000 Coll., On Personal Data Protection, as amended. Personal data will be fully protected against misuse. Data will be retained and will not be shared with third parties. The Provider – manager may entrust

the processing of the above personal information to a third party as a processor. The manager hereby informs the subject of the data and provides him with explicit instructions about rights under the Act No. 101/2000 Coll., On Personal Data Protection, as amended, i.e. in particular that the provision of personal data to the manager is voluntary, that the subject of the data has the right to their access, has the right to revoke the aforementioned agreement at any time in writing to the manager, and in the event of violation of their rights also has the right to contact the Office for Personal Data Protection and request appropriate rectification, such as cessation of such conduct by the administrator, removing the resulting condition, providing an apology, carrying out correction or addition, blocking, disposal of personal data, payment of monetary compensation, and the use of other rights arising from Section 11 and 21 of this Act. If the Customer wishes to correct the personal information that the Provider processes about him, he may request it in writing at the e-mail address info@ica.cz or at the above postal address.

4. ORDERING THE PRODUCT AND CLOSING THE CONTRACT

The condition for a valid electronic Order is the completion of all required data and information provided in the Order form. Before the Customer definitively confirms the Order, he will be entitled to check the entire Order and entered data. If he is interested in changing an item, he may do so using the "Back" button, which returns the Customer to the previous steps. If the Customer agrees with the information on the Order, pressing the "Submit Order" button will send the Order for processing with definite validity. This submission is binding.

The Provider shall send an e-mail with the acceptance of the Customer's Order (hereinafter referred to as "acceptance") to the Customer's e-mail address specified in the Order.

By placing an Order, the Customer accepts these Terms of the Provider as well as the price for the Product ordered. Once the Customer receives acceptance of the Order (via e-mail) from the Provider, the offer of the Provider regarding the ordered Product, including the price listed in the Order, is binding until delivery of the Product to the Customer, unless any provision of these Terms in a particular case is established otherwise. The Order is a proposal for a Contract, whereas the Contract itself is closed with the e-mail acceptance of the Order by the Provider to the Customer. From that moment, mutual rights and obligations arise between the Customer and Provider that are defined in the Contract and these Terms, which are an integral part of the Contract. In the event that the Customer fails to pay the agreed price within 10 working days, i.e. the corresponding transaction price is not credited to the account of the Provider, the closed Contract shall cease to be valid and both parties shall no longer be bound by it.

The Provider reserves the right not to accept the Customer's Order in the case of obvious errors regarding the price or description of the Product shown on the website of the Provider. The Customer will be informed of the non-acceptance of the Order due to obvious errors via e-mail (that the Customer entered when completing the electronic Order form). An error in the submitted written information submitted does not oblige the Provider, if the error is clear to the average consumer given the content of the Terms of the Provider and in context with other information administered by the Provider.

The contract shall be closed in the Czech language. The closed Contract shall be archived by the Provider in electronic form for a period of 5 years in order to successfully fulfill it, and will not be accessible to non-participating third parties. Information on the individual technical steps leading to the closing of a Contract are clear from these Terms, where the process is clearly described.

5. PRICE AND PAYMENT

The prices listed at www.ica.cz are given as final and include VAT. The price at the time when the contract is closed between the Provider and the Customer shall be the price stated for the Product at the time when it is ordered by the Customer.

The invoice issued under the Contract between the Provider and the Customer also serves as a delivery note. The Customer may use the Product essentially only after full payment, i.e. when payment is credited to the account of the Provider, unless agreed otherwise. In the event that the Customer has paid and the Provider is then unable to ensure Product delivery, the Provider shall immediately return payment to the Customer in an agreed manner. The deadline to return the expended funds depends on the chosen method of their return (by bank transfer or postal transfer), but may not exceed a period of 30 days from the time the impossibility arose.

6. DELIVERY TIME

Delivery time shall begin to run from the full payment of the purchase price, i.e. from the credit of the appropriate amount to the account of the Provider, and is 14 working days.

7. RIGHTS OF THE CUSTOMER IN THE EVENT OF DEFECTIVE FULFILLMENT AND SERVICE

The Customer is entitled to exercise his right from a defect which occurs in the Product within 12 months of receipt by the Customer. This contractually granted warranty period starts from the date of receipt of the Product by the Customer.

The Provider shall be liable to the Customer that the Product has no defects upon receipt. In particular, the Provider shall be liable to the Customer, at the time when the Customer receives the Product, that the Product has the properties that the parties have agreed upon; in the absence of agreement, then that the Products has the properties described by the Provider or expected by the Customer with regard to the nature of the Product and on the basis of advertising carried out by the Provider; that the item is suitable for the purpose for which the Provider states or that for which a Product of this kind usually used. The Product shall be in the appropriate quantity and degree, and the Product shall comply with legal requirements.

If the Product does not have the properties specified above, the Customer may also request delivery of a new Product without defects, unless this is disproportionate due to the nature of the defect; if this is not possible, then he may withdraw from the Contract. If, however, this is disproportionate given the nature of the defect, especially if the defect can be removed without undue delay, the Customer is entitled to have the defect removed free of charge.

The Customer is not entitled to rights from defective fulfillment if the Customer caused the defect himself, especially if the item was installed or used improperly or if the Product was used for other than its normal purpose or for a purpose other than that established by the Provider.

Liability for defects inherent to the items is furthermore does not apply to damage caused by negligence by the Customer, natural disaster or other external influences such as lightning or other atmospheric discharge, fire or water or by other non-standard phenomena such as overvoltage in the electrical or telephone network, i.e. not through the defective performance of the Provider.

In the event of defects for which the Provider is responsible, the Customer has the right to file a complaint through the e-mail address reklamace@ica.cz.

The Provider is required to issue to the Customer a confirmation of when the right was applied, what the content of the complaint is, and what method of claim handling is required, as well as a confirmation of the date and method of handling the complaint or a written justification for rejecting the claim.

The Provider shall decide on the legitimacy of the complaint immediately, or in complicated cases within three working days. This period does not include the time required for expert assessment of the defect. Claims, including the removal of defects, must be handled without undue delay, within 30 days of the claim, unless the Provider and Customer both agree on a longer period of time. Non-observance of this period shall be deemed a fundamental violation of the Contract.

8. PRODUCT RETURN – WITHDRAWAL FROM THE CONTRACT

8.1 Right of withdrawal from the Contract

A Customer who has entered into a Contract with the Provider through www.ica.cz has the right to withdraw from the Contract without providing a reason within 14 days from the date of Contract.

The Provider hereby informs that this right does not serve as a method of dealing with delivery of a defective Product.

To exercise the right of withdrawal from the Contract, the Customer must inform the Provider of his decision to withdraw from this Contract by sending a notice of withdrawal from the Contract within the aforementioned period of 14 days to the Provider as an unequivocal statement (e.g. a letter sent by post or e-mail) to the address above or by e-mail at info@ica.cz.

In Order to meet the deadline for withdrawal from this Contract, it is sufficient to send a notice on the application of the right of withdrawal prior to the relevant deadline.

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.