

Business terms and conditions FAVI.co.uk

of

Favi online s.r.o.

with its registered office at Vodičkova 710/31, Nové Město, 110 00 Prague 1

CIN 048 57 402

registered in the Commercial Register kept by the Municipal Court in Prague, Section C, File 254682

for provision of promotional services through the website www.favi.co.uk

1. Introduction

1.1. These business terms and conditions (hereinafter the "T&C") stipulate, in the sense of Section 1751 (1) of Act No. 89/2012 Coll., the Civil Code, as amended (hereinafter the "Civil Code"), the mutual rights and obligations of Favi online s.r.o., a company with its registered office at Vodičkova 710/31, Nové Město, 110 00 Prague 1, Id. No.: 048 57 402, registered in the Commercial Register kept by the Municipal Court in Prague, Section C, File 254682 (hereinafter the "Operator"), and other persons (hereinafter the "Client") arising from service agreements concerning the provision of promotional services by the Operator (hereinafter the "Service Agreement") concluded through the Operator's website www.favi.co.uk (hereinafter the "Website") in their business activities.

1.2. The Website displays products to users of the Website, in particular products offered for sale by third parties that meet the aesthetic requirements of the Operator. Statistics related to display of third-party products on the Website and other information are stored in the Operator's information system (hereinafter the "information system").

1.3. In accordance with Section 1752 of the Civil Code, the Parties agree that the Operator may unilaterally amend the T&C to a reasonable extent. The Client will be notified of changes in the T&C by e-mail at its address specified in the user account (Art. 3) (hereinafter the "Client's address") not later than fifteen (15) days of such a change at the latest unless Regulation (EU) 2019/1150 of the European Parliament and of the Council of 20 June 2019 on promoting fairness and transparency for business users of online intermediation services (hereinafter "Regulation 2019/1150") allows for a change in the T&C before expiry of the notice period. The Client may reject a change in the T&C and, in such a case, terminate the Service Agreement by a one (1)-month written notice.

1.4. Upon acceptance of the new version of the T&C by the Client, previous T&C cease to be effective and the new version of the T&C becomes an integral part of the Service Agreement.

2. Conclusion of a service agreement

2.1. To receive a proposal for conclusion of a Service Agreement, the Client fills in a registration form on the Website. The Client sends the proposal for conclusion of a Service Agreement to the Operator after checking a check-box and by pressing the "Add store" button (hereinafter the "registration request"). Section 1740 (3) of the Civil Code does not apply. For the purposes of the T&C, the Operator deems data specified by the Client in the registration request to be correct, provided that the Operator may verify the Client's identity and the accuracy of the data provided by the Client (by telephone, e-mail, etc.) in any case.

2.2. Following receipt of a registration request, the Operator will send, to the Client's address, the information necessary for activating the user account (hereinafter the "acceptance"), also for the purpose of verification of the Client's address. The Service Agreement is concluded upon delivery of the acceptance to the Client.

2.3. The Client acknowledges that the Operator has no obligation to conclude a Service Agreement (the Operator may reject the Client's registration request), in particular with persons who have previously materially breached contractual relationships with the Operator.

3. User account

3.1. Conclusion of the Service Agreement allows the Client access to the Client's user interface on the Website and the information system. The user interface enables the Client, in particular, to manage its data, access information in the information system and change the settings of the service (hereinafter the "user account").

3.2. The Client's user account will be activated after conclusion of the Service Agreement.

3.3. The Client must update the data specified in the user account whenever the data change. The Operator deems the data provided by the Client in its user account to be accurate. Each person may only have one user account.

3.4. Access to the user account is secured by a username (i.e. e-mail address) and password. The Client must not disclose information required for accessing its user account and acknowledges that the Operator is not liable for any Client's breach of this obligation.

3.5. The Operator may prohibit the Client's access to the user account, especially if the Client breaches any obligation under the Service Agreement (including the T&C).

4. Subject of the service agreement

4.1. In the Service Agreement, the Client agrees:

4.1.1. to provide information on its products to the Operator for displaying the products on the Website during the term of the Service Agreement, specifically in the form of a "product data feed". The Parties acknowledge that the form of a product data feed under the previous sentence may change during the term of the Service Agreement;

4.1.2. to pay to the Operator a fee for the display of selected information on the Client's products on the Website, in accordance with Art. 5 of the T&C.

4.2. In the Service Agreement, the Operator agrees:

4.2.1. to display selected information on the Client's products on the Website, including a hyperlink to the Client's site, unless specified otherwise;

4.2.2. to allow the Client access to information regarding the Client's products displayed on the Website within the scope recorded in the information system.

4.3. The Client may suspend its use of the service without terminating the Service Agreement by sending a request for suspension of the service by e-mail to the Operator's e-mail address: partner@favi.co.uk. During the suspension of service, certain information on the Client's products will not be displayed on the Operator's Website.

4.4. The Client acknowledges that the information provided by the Client to the Operator in the product data feed are displayed by the Operator on the Website as provided by the Client. The Client agrees to provide to the Operator true and accurate information in a product data feed. If inaccurate information is provided to the Operator in the product data feed (including incorrect product price, etc.), the Operator will display the inaccurate information the Website. The Operator is not obliged to verify, whether in advance or subsequently, the information provided by the Client in a product data feed.

4.5. The Operator may limit the provision of the services, subject to fulfilment of the conditions stipulated in Regulation 2019/1150, if the Client breaches any of its obligations following from the Service Agreement (including the T&C) or the generally binding legal regulations, including the Client's delay in payment of the Operator's fee. Subject to fulfilment of the conditions stipulated in Regulation 2019/1150, the Operator may further limit the provision of the service if the Client does not meet the technical requirements for use of the service or in the case that the Client provides (repeatedly) inaccurate or incorrect information a product data feed (Art. 4.4), including information on product delivery dates.

4.6. The Client agrees that its offer and sale of products (goods) and provision of services through the Client's website will comply with the generally binding legal

regulations, including the customer protection regulations, and that the Client will properly fulfil its legal and contractual obligations towards all its customers.

5. Operator's fee

5.1. For the displaying of the provided product information on the Website, the Client will pay to the Operator a fee per each customer click on a Client's product displayed on the Website (hereinafter a "click") in the amount specified in Art. 5.2 of the T&C.

5.2. The current minimum amount of the Operator's fee per click at the time of the click (hereinafter the "minimum fee") is specified and displayed in the Operator's price list at <https://favi.co.uk/partner-dashboard/category-list>. The minimum fee is also always displayed in the information system. The minimum fee may automatically change from time to time during the term of the Service Agreement, in particular to reflect the current market conditions and ensure an optimum number of visits to the Client's site. The Client can set a higher Operator's fee per click (exceeding the minimum fee) in its user account by specifying a multiplier of the minimum fee, which may increase the visits to the Client's site (Art. 9.3). In such a case, the Operator is entitled to the increased fee per click.

5.3. The decisive facts for the Operator's entitlement to a fee are recorded in the Operator's information system, where the Client can inspect them at any time. The Operator's information system shows to the Client the average fee per click for a period selected by the Client. After the end of each calendar month, the Operator sends to the Client a statement of the Operator's fees for the previous month as recorded in the information system.

5.4. The total Operator's fee is payable monthly by wire transfer to the Operator's bank account within ten (10) days after the date of the invoice for the previous calendar month.

5.5. The Client will receive the information for the payment (including the Operator's bank account number and the payment variable symbol) in the payment instructions displayed in the user account, or the Operator will send the information by e-mail to the Client's address. The Client is obliged to make payments in accordance with the payment instructions and specify the variable symbol.

5.6. The Operator is a payer of value added tax (hereinafter "VAT"); VAT will be charged to all amounts in accordance with the generally binding legal regulations.

5.7. Where the Operator's fee is paid by wire transfer, the Client's obligation to pay the Operator's fee is deemed fulfilled upon crediting the Operator's account with the relevant amount.

5.8. In the case of the Client's delay with payment of the Operator's fee, the Operator is entitled to default interest at the rate of 0.03% of the outstanding amount for each day of delay.

5.9. In the event the Client's delay with the payment of the Operator's fee, the Operator may suspend the performance of any of its obligations towards the Client until all Client's liabilities are paid.

6. Information from the Google Analytics system

6.1. In its user account, the Client can turn on "automatic product sorting by conversions", which enables provision of information on the visitors to the Client's site from the Google Analytics system to the Operator (hereinafter the "visitor rates"). This option can be turned off at any time, ending the provision of information on number of visits to the Operator.

6.2. The Operator agrees that:

6.2.1. it will not disclose visitor rates to third parties;

6.2.2. it will use the visitor rates solely for more efficient sorting of the Client's products on the Website and only to the extent necessary for this purpose;

6.2.3. it will perform only automatic (machine) processing of the visitor rates data, i.e. the Operator will not process the information manually;

6.2.4. the visitor rates will be provided to the Operator for the term of the Service Agreement as the maximum.

7. Licence arrangements

7.1. The Client represents that it is authorised to grant to the Operator a licence to all the provided product information and its individual elements, i.e. including all product photographs and other product-related documents protected by copyright or other intellectual property rights (hereinafter the "provided works" or "provided work").

7.2. The Client hereby grants to the Operator the authorisation to exercise the right to use the provided works (licence) under the below-specified terms and conditions.

7.3. The licence to the provided works includes the right to use and communication of the provided works to the public (especially through the internet) free of charge and with no territorial limitation. The Operator may use the provided works in advertising or other promotional activities and may grant sublicences to the provided works to third parties for this purpose. The licence to the provided works is granted for the term of the Service Agreement, and also for the time after the termination of the Service Agreement, on the condition that the provided work is accompanied with a hyperlink to the Client's site.

7.4. The Operator agrees not to allow access to the Client's product data feed to third parties.

8. Use of the service

8.1. The Client acknowledges that the Operator is not liable for the Client's settings of its user account.

8.2. Within the service, the Client may not use any mechanisms, tools, programs or processes intended to negatively affect or capable of negatively affecting the functionality of the Operator's devices, internet safety or safety of other internet users.

8.3. The Client may not engage in or assist any third party engaging in any activities aiming to limit or disable the functioning of the Operator's server hosting the service or in any attacks directed at the server. The Client must not use the user account and the service in any manner that would unreasonably limit the use of the service by other Operator's clients or otherwise unreasonably limit the Provider. In particular, the Client must not burden the Operator's server where the service is hosted with automated requests.

9. Information pursuant to regulation 2019/1150

9.1. The Operator uses, inter alia, the following additional distribution channels and potential affiliate programmes through which The Operator markets the products (goods) offered by the Client: third-party PPC advertising systems, online display advertising, third-party social networks and e-mailing services (direct e-mail marketing).

9.2. The effects of the T&C on the ownership and control of intellectual property rights of the Client are stipulated in Art. 7 of the T&C. The Service Agreement does not prejudice the right to exercise the author's proprietary rights to the provided works.

9.3. A combination of two (2) basic factors determines the order of offers in the product catalogue on the Website: the qualitative customer rating of a product (goods) offered by the Client within the service, and the amount of the Provider's fee per click as set by the Client in its user account (Art. 5.2). The qualitative customer rating of a specific product offered by the Client within the service corresponds to customers' interest in the product, which is determined based on the product click rate, the popularity of the product among the customers, the price of the product, availability of the product, the Client's delivery time for the product, and other parameters. A higher qualitative rating of a product offered by the Client translates to a better ranking among the products offered in the product catalogue on the Website. A higher Operator's fee per click set by the Client in its user account (Art. 5.2) translates to a better ranking in the product catalogue on the Website. The Operator thus offers the possibility to influence ranking against a direct remuneration in the framework of the service.

9.4. The Operator offers no ancillary goods or services to consumers in the sense of Article 6 of Regulation 2019/1150.

9.5. Neither the Operator nor business users which the Operator controls offer the same services as the Client through the Website and there is no differentiated treatment in the sense of Article 7 of Regulation 2019/1150.

9.6. Considering the nature of the service, the Client will not have access to the information provided or generated by the Client which the Operator maintains after expiry of the Service Agreement, except for billing information. Considering the nature of the service, the Client has no access to any personal data or other data, or both, which users provide for the use of the service or which are generated through the provision of those services.

9.7. The Operator has access to any personal data or other data, or both, which users provide for the use of the service or which are generated through the provision of those services. Specifically, the Operator has access to e-mail addresses and names of users who subscribed for the newsletter on the Website and to information on the use of these addresses for marketing purposes. The Operator collects the data independently of its relationship with the Client (the data are collected through the Website). The data under the previous sentence are transferred to third parties as this is necessary for the provision of marketing services to the Operator by the third parties. The Client has access to the Client's identification details entered in the information system and to statistical data in the information system for the service billing.

9.8. The Operator does not restrict the ability of the Client to offer the same products (goods) and services to consumers (users) under different conditions through other means than through the service.

9.9. The Operator's easily accessible and charge-free internal system for handling of the Client's complaints in the sense of Article 11 of Regulation 2019/1150 is available at <https://help.favionline.com>. The website also contains information on the access to and functioning of the Operator's internal complaint-handling system, which information forms an integral part of these T&C. Through the Operator's internal complaint-handling system, the Client may lodge with the Operator complaints regarding any of the following issues:

9.9.1. alleged non-compliance by the Operator with any obligations laid down in Regulation 2019/1150 which affects the Client;

9.9.2. technological issues which relate directly to the provision of the service, and which affect the Client;

9.9.3. measures taken by, or behaviour of, the Operator which relate directly to the provision of the service, and which affect the Client.

10. Other rights and obligations of the parties

10.1. The rights and obligations of the Parties regarding the Operator's liability for defective services are governed by the relevant generally binding legal regulations, in particular Section 1914 et seq. of the Civil Code. The Operator is liable to the Client only for a culpable breach of legal obligations. The Client may enforce its rights following from the Operator's liability for defective services with the Operator in particular at the Operator's registered office.

10.2. The Client further acknowledges that the Operator is not responsible for the functioning of the Client's data network, the functioning of the public data network, the functioning of the Client's hardware, the state of the Client's software, for keeping back-ups of data by the Client and for any potential interference with the Client's software by third persons.

10.3. With regard to the terms and conditions of the provision of the service, the Parties have agreed that if the Client incurs damage in connection with the Operator's liability for defective services, the compensation for any such Client's damage is limited in that the total amount of damages, including compensation for lost profits, is limited to one half of the fee actually paid by the Client for the use of the service in the month preceding the event that caused the Client's damage; the limitation does not apply to any damage caused by the Operator intentionally or by gross negligence. Considering all the circumstances of the conclusion of the Service Agreement, the Parties agree that the total foreseeable damage, including lost profits, which the Client may incur due to defective service cannot exceed one half of the fee actually paid by the Client for the use of the service in the month preceding the event that caused the Client's damage.

10.4. The Client grants its consent to the use of its anonymised data stored in the framework of the service for analytical purposes even after expiry of the Service Agreement.

10.5. The compliance with the Operator's information obligations towards an individual Client in the sense of Article 13 of Regulation (EU) of the European Parliament and the Council 2016/679 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) (hereinafter the "GDPR") in connection with the processing of the Client's personal data for the purposes of fulfilment of the Service Agreement, negotiations on the Agreement, and fulfilment of the Operator's public-law obligations is ensured by means of a special document.

10.6. In the case the Parties cooperate in determining customer satisfaction, the rights and obligations of the Parties in processing the customers' personal data are stipulated by personal data processing agreement in accordance with Article 28 (3) and (4) of the GDPR, which forms **Annex 1** and an integral part of these T&C.

11. Sending of commercial communications and use of cookies

11.1. The Client grants to the Operator a consent to sending information and commercial communications concerning the service and the Operator's business to the Client's address and to sending of third-party commercial communications to the Client's address in the sense of Section 7 (2) of Act No. 480/2004 Coll., on certain information society services, and amending certain acts (the Information Society Services Act), as amended.

11.2. The Client grants its consent to the storage of cookies on its computer. A cookie is a small file serving the Operator to identify the Client's internet browser used in communication with the service and for subsequent use of certain functions of the service. To the extent that the Operator's obligations under the Service Agreement can be fulfilled without storing cookies in the Client's computer, the Client may revoke its consent pursuant to the first sentence of this paragraph at any time.

12. Term of the service agreement

12.1. The Service Agreement becomes effective upon its conclusion.

12.2. The Service Agreement is concluded for an indefinite term and can be terminated by any Party for any reason or without stating the reason. The notice period is thirty (30) days and commences on the day of delivery of the notice to the other Party.

12.3. In the case the Client breaches any of its obligations following from the Service Agreement (including the T&C) or from the generally binding legal regulations, the Operator may terminate the Service Agreement, subject to fulfilment of the conditions stipulated in Regulation 2019/1150. The notice period is thirty (30) days and commences on the day of delivery of the notice to the Client. Unless agreed otherwise, the Service Agreement terminates upon expiry of the notice period.

12.4. The Client acknowledges that all the data entered by the Client or by the Operator for the Client, as appropriate, in the framework of the service may be deleted in the case of termination of the Service Agreement.

13. Delivery

13.1. Unless agreed otherwise, all correspondence concerning legal acts relating to with the Service Agreement must be delivered to the other Party in writing or by e-mail.

Notices intended for the Client are addressed to the Client's address, i.e. the e-mail address specified in the Client's user account.

13.2. Notices sent by e-mail are deemed delivered upon their receipt at the incoming mail server.

14. Final provisions

14.1. Where an international (foreign) element is present in the relationship concerning the use of the Website or the legal relationship established by the Service Agreement, the Parties agree that the relationship is governed by Czech laws, in particular the Civil Code. For the purpose of the relationship between the Client and the Operator:

14.1.1. the application of established business customs in the sense of Section 558 (2) of the Civil code is excluded;

14.1.2. Sections 557, 1748, 1799 and 1800 of the Civil Code are disappplied.

14.2. The Parties have agreed on the competence and jurisdiction of the courts of the Czech Republic. For resolution of disputes concerning the rights and obligations arising from or in connection with the Service Agreement, the District Court of Prague-East and Regional Court in Prague have jurisdiction in matters falling in the competence of district and regional courts, respectively, in the first instance.

14.3. If any provision of the T&C is or becomes invalid or ineffective, such invalid provision will be replaced with a provision that is as close as possible in its sense to the invalid provision. The invalidity or ineffectiveness of a provision does not prejudice the validity of other provisions.

14.4. The Operator may assign its rights and obligations under the Service Agreement to a third party, and the Client agrees with such an assignment.

Annex 1 to the Business terms and conditions – Determining customer satisfaction – Personal data processing agreement

1. The Parties are in a contractual relationship regarding the determination of customer satisfaction by the Operator for the Client (hereinafter referred to as the "relevant contractual relationships"). Since personal data will be processed by the Operator on the basis of the relevant contractual relationships according to the Client's instructions, the Client hereby authorizes the Operator in accordance with the GDPR under the below-specified terms and conditions.

2. The Client has not appointed a data protection officer.

3. Personal data will be processed by the Operator for the term of this Agreement. Personal data will be processed using automated or manual means consisting of recording, storing, retrieving, or erasing personal data.

4. The purpose of processing of personal data is to send commercial communications in order to determine customer satisfaction. The types of personal data processed by the Operator are as follows: e-mail address and information related to the messages sent. The data subjects belong to the following category: customers of the Client.

5. The Operator shall process personal data only on the basis of documented instructions from the Client, including instructions on the transfers of personal data to a third country or international organisation, unless required to do so by EU or Member State law to which the Operator is subject; in such a case, the Operator shall inform the Client of such a legal requirement prior to processing unless the legal regulations prohibit such information for important reasons of public interest. The Client's instructions may also be included in this Agreement or within the relevant contractual relationships.

6. Unless expressly agreed otherwise with the Operator, the Operator shall not have access to information that constitutes a special category of personal data within the meaning of Article 9 of the GDPR, i.e. personal data revealing racial or ethnic origin, political opinions, religious or philosophical beliefs, or trade union membership, are genetic or biometric data or are data concerning health or a natural person's sex life or sexual orientation.

7. Personal data shall be processed automatically or manually for the duration of the relevant contractual relationships. After the termination of this Agreement, the Operator is obliged to erase all personal data in the Operator's possession under this Agreement (this is a part of the Client's instructions), unless generally binding legal regulations require further storage of such personal data.

8. The Operator agrees to adopt, in the scope provided for in the generally binding legal regulations, measures to prevent unauthorised or accidental access to the personal data, their alteration, destruction or loss, unauthorised transmission and other unauthorised processing, as well as other misuse of the personal data. Taking into account the state of the art, the costs of implementation and the nature, scope, context and purposes of processing of personal data as well as the risk of varying likelihood and severity for the rights and freedoms of natural persons, the Operator shall implement appropriate technical and organisational measures to ensure a level of security of personal data appropriate to the risk.

9. The Client acknowledges and agrees that the Client is fully responsible for security risks if the Client fails to implement the technical measures recommended by the Operator for the term hereof for the purpose of ensuring personal data security.

10. The Operator shall not engage another processor in the personal data processing without prior specific or general written authorisation from the Client. The Client hereby agrees with engaging of other processors in personal data processing by the Operator, specifically of persons ensuring the fulfilment of the Operator's obligations arising from the relevant contractual relationships, including, but not limited to, the sending of commercial communications or the storage of data. The Operator shall inform the Client of any intended changes concerning the addition or replacement of other processors, thereby giving the Client the opportunity to object to such changes. Where the Operator engages another processor to perform specific personal data processing activities on behalf of the Client, the same data protection obligations as set out in this Agreement shall be imposed on another processor on the basis of a contract, in particular providing sufficient guarantees to implement appropriate technical and organisational measures in such a manner that the processing will meet the requirements of the GDPR.

11. The Operator is obliged to take into account the nature of the personal data processing. The Operator shall assist the Client by appropriate technical and organisational measures, insofar as this is possible, for the fulfilment of the Client's obligation to respond to requests for exercising the data subject's rights laid down in Chapter III of the GDPR, at the Client's costs. The Operator shall pass any requests for exercising the data subject's rights submitted to the Operator without undue delay on the Client.

12. The Operator agrees to maintain confidentiality of the processing of personal data. The Operator agrees to ensure that its employees and other persons handling the personal data shall maintain their confidentiality.

13. The Operator shall assist the Client in order to ensure compliance with the obligations set out in Articles 32 to 36 of the GDPR, taking into account the nature of personal data processing and the information available to the Operator, all the above at the Client's expense.

14. The Operator agrees to provide the Client at the Client's costs any information necessary to demonstrate compliance with the obligations laid down herein and allow for and contribute to audits, including inspections, conducted by the Client or another auditor mandated by the Client at the Client's costs, including informing the Client that the Client's instructions, in the Provider's opinion, are contrary to the generally binding legal regulations on personal data protection.

15. The Client is obliged to process personal data in accordance with legal regulations on personal data protection, including ensuring the relevant legal basis for personal data processing. Should the Operator incur any damage in connection with the Client's unlawful conduct in the area of personal data protection (including public-law sanctions and the Operator's costs and expenditures associated with such unlawful conduct), the Client is obliged to compensate the Operator for such damage not later than within thirty (30) days after its occurrence.

16. With regard to the terms and conditions of this Agreement, the Parties agree that if the Client incurs damage in connection with the Operator's liability under this Agreement, the compensation for any such Client's damage (including damage resulting from administrative penalties) is limited in that the total amount of damages cannot exceed the actual amount paid by the Client to the Operator in the last two months prior to the occurrence of such damage; the limitation does not apply to any damage caused by the Operator intentionally or by gross negligence. Considering all the circumstances of the conclusion of this Agreement, the Parties state that the total foreseeable damage (including damage resulting from administrative penalties) that the Client might incur due to the breaching of this Agreement by the Operator cannot exceed the actual amount paid by the Client to the Operator for the last two months prior to the occurrence of such damage.

17. This Agreement enters into force and effect on the date of its execution. The term of this Agreement corresponds to the term of the relevant contractual relationships. Should all the relevant contractual relationships cease to exist (for any reason), this Agreement shall automatically terminate as well.

18. This Agreement, as well as the rights and obligations arising from or in connection with this Agreement, shall be governed by the Czech laws. This Agreement may only be modified by written agreement of the Parties, and any modification made in a less strict form is excluded.

In Prague, on 14.4.2021

Favi online s.r.o.