GENERAL TERMS AND CONDITIONS (hereinafter referred to as "GTC" or "Terms and Conditions")

issued by a commercial company

TAWAN s.r.o.,

with its registered office in Prague 7, Bubenská 575/23, postal code 17000, ID number: 274 46 395, entered in the Commercial Register kept at the Municipal Court in Prague, Section C, Insert 113571

for the sale of goods services through an online store located at the Internet address www.tawan.cz, (hereinafter referred to as the "**Provider**"), on the one hand,

and another natural person who is a customer of the e-shop (hereinafter referred to as the "**Customer**"), on the other hand.

(hereinafter collectively referred to as the "Parties").

1. TERMS AND DEFINITIONS

Unless these GTC further state or the context clearly indicates otherwise, terms written in capital letters are used in the singular and plural in the following meanings:

Certificate - a document entitles its holder to draw Services from the Provider's offer, directly determined and / or in the stated value;

An e-mail - text, voice, audio or video message sent via a public electronic communications network, which may be stored on the network or in a terminal device until it is retrieved by the recipient;

E-shop - internet application available on the internet, developed for the purpose of displaying, selecting and ordering Services mostly via a Certificate, available at www.tawantime.cz;

GDPR - Regulation (EU) 2016/679 of the European Parliament and of the Council;

Cart - E-shop functionality, which is automatically generated by the User by adding or removing Services;

Civil Code - Act No. 89/2012 Coll., Civil Code, as amended;

The Client - is a person who has ordered the Services, a Certificate from the Provider through the E-shop or in person at the establishment, for the purposes of these GTC it is also a person who is the recipient of the Services and / or the buyer of the Goods;

Order - completed transaction by the Customer with the intention to enter into a Service Agreement and / or a Purchase Agreement for the Goods, by pressing the appropriate button;

Personal data - any information about the User on the basis of which the User can be directly or indirectly identified;

Reservation - binding selection of the date and place where the Service is to be provided by the Provider;

Service - Massage and relaxation services provided by the Provider, available according to the current offer of the Provider, to the extent and place chosen by the Client;

A Consumer - is any Client who is a natural person and enjoys consumer protection under applicable law:

The website - means the web application of the E-shop operator, which can be viewed with a web browser, available at www.tawan.cz.

Contract for the provision of services - contract pursuant to §1746 para. 2 of the Civil Code concluded between the Seller and the Customer via the E-shop;

Contract - for the purposes of these GTC means the Contract for the provision of services and / or the Purchase Contract;

User account - an account for the reservation system and e-shop, established under the conditions of these GTC in order to simplify the administration of reservations;

User data - personal data on the Customer who has registered for the User Account and other data concerning in particular the history of his business transactions and purchase preferences;

The web interface - is a set of measures that in some ways limit the functionality and capabilities of the User within the web application of the E-shop;

Website - website available on the Internet under the registered domain www.tawan.cz;

Goods - item offered for sale in the environment of the E-shop or in the environment of individual establishments according to the current offer;

2. SUBJECT OF THE GTC

- 2.1. The subject of these GTC is the regulation of rights and obligations in the creation of the Contract for the provision of services, where on the one hand the Provider is obliged to provide the Client with massage and relaxation services ("Services") and on the other the obligation the Client to pay the agreed Price for these Services.
- 2.2. The subject of these GTC is the regulation of rights and obligations in the creation of the Purchase Agreement for the Goods, where on the one hand the Provider's obligation (in the position of the seller) to sell the Goods (in the position of the buyer) and the Customer's obligation to pay the agreed Price for the Goods.
- 2.3. The subject of the GTC is also the regulation of the rights and obligations of the Contracting Parties when using the website located at the web address http://www.tawan.cz, or the reservation system and E-shop available at www.tawan.cz and www.tawantime.cz, and other related legal relations between the Contracting Parties.

- 2.4. If the Client is a person who is a legal entity or a person who acts when ordering the Services within the scope of its business activities or within the scope of its independent exercise of its profession, then it is obliged to inform the Provider thereof. The provisions of the GTC that apply exclusively to the Consumer do not apply to these persons.
- 2.5. The Provider is the person who operates the E-shop and the Website, while the Services are provided on the site of individual establishments, unless otherwise agreed. Individual establishments are operated by the following entities with which the Provider deals with the purpose of providing the Services, or when selling the Goods in accordance.
 - 2.5.1. TAWAN CZECH s.r.o., IČ: 294 14 636, with its registered office at Bubenská 575/23, Holešovice, 170 00 Prague 7, represented by Jiřina Forejtková, Executive Officer
 - 2.5.2. TAWAN Karlovy Vary s.r.o., IČ: 263 65 138, with its registered office at Bubenská 575/23, Holešovice, 170 00 Prague 7, represented by Jiřina Forejtková, Executive Officer
 - 2.5.3. TAWAN Brno s.r.o., IČ: 019 18 354, with its registered office at Bubenská 575/23, Holešovice, 170 00 Prague 7, represented by Jiřina Forejtková, Executive Officer
 - 2.5.4. TAWAN Praha s.r.o., IČ: 019 18 231, with its registered office at Bubenská 575/23, Holešovice, 170 00 Prague 7, represented by Jiřina Forejtková, Executive Officer

3. CONTRACT ON PROVISION OF SERVICES AND PURCHASE AGREEMENT

- 3.1. The subject of the Contract for the provision of services is the provision of Services to the Client.
- 3.2. The Client orders the Services that he has chosen (in the quantity, quality and location that he has chosen), in the manner (online, at the establishment) that he has chosen. The order is a draft of the Contract for the provision of services and is binding. The order can be accepted by the Provider only if all required data is filled in. The method of ordering the Services is possible online (in the user environment), in person at the establishment, by telephone or e-mail.
- 3.3. The Contract for the provision of services as amended by these GTC is concluded at the moment of registration of the Client, or by making an Order, or at the establishment at the moment of payment for the Service, whichever occurs first.
- 3.4. The Client undertakes to pay the price of the Services, which is stated for the individual types of Services, including any costs for printing and transport of the Certificate.
- 3.5. The Provider is entitled to limit the Client's choice of the Services or payment methods without giving a reason, the offer of services is only indicative and the Provider may change it.
- 3.6. The Client chooses the method of payment exclusively from the options offered in the E-shop. The Client is obliged to pay the costs of making the payment of his choice, in the amount specified for this method of payment.
- 3.7. The customer is obliged to make the payment properly with all the required details and on time.

- 3.8. The Customer is obliged to pay the costs of postage and packaging, in the amount specified in the Order.
- 3.9. The Provider undertakes to deliver the Certificate within a reasonable time from the execution of the payment or the termination of the Order, if a cash on delivery payment has been chosen. The deadlines listed in the E-shop are for guidance only.
- 3.10. The method of packaging the Certificate is determined exclusively by the Provider; §2097 of the Civil Code does not apply here.
- 3.11. To order the Service, the Customer fills in the Order in the E-shop.
- 3.12. The order form contains in particular information about:
 - 3.12.1. Order (the ordered type of the Service is "inserted" by the Customer into the electronic shopping cart of the web interface of the E-shop),
 - 3.12.2. the price of the Services and the method of its payment,
 - 3.12.3. data on the required method of delivery of the ordered Certificate, if selected,
 - 3.12.4. and information on the costs associated with the delivery of the Certificate.
- 3.13. The Order shall be sent by the Customer by clicking on the "order" button or another similar button, by which the Order, taking into account all circumstances, ends and is sent to the Provider.
- 3.14. All presentation of the Services placed in the web interface of the E-shop is of an informative nature and the Seller is not obliged to enter into an Agreement regarding these Services. § 1732 paragraph 2 of the Civil Code shall not apply.
- 3.15. The Provider has the right to request the Client to conclude a contract in writing or by telephone, or to supplement the information from the Client, even after the Order has been confirmed by the Provider.
- 3.16. The Provider has the right to provide discounts on the Services. Unless the Provider stipulates otherwise, discounts cannot be combined.
- 3.17. The Client agrees to the use of means of distance communication when concluding the Contract for the provision of services. The costs incurred by the Client in the use of means of distance communication in connection with the conclusion of the Contract for the provision of services (eg costs of internet connection or telephone calls) shall be borne by the Client himself.
- 3.18. The provisions of the Contract for the provision of services shall apply mutatis mutandis to the Purchase Contract for the Goods.

4. PRICE OF SERVICES AND PAYMENT TERMS

4.1. The prices of the Services and Goods are determined by the current Price List, which is available on the Provider's domain or in printed form in the premises of individual establishments. The Provider is a

VAT payer and for this reason all prices of services are always stated including VAT, in the sense of Act No. 235/2004 Coll., On Value Added Tax, as amended.

- 4.2. The Client may pay the Price of the Services and any costs associated with the preparation of the Certificate and its delivery according to the Contract in the ways that are currently available in the E-shop offer or are enabled during a personal visit to the establishment. The Provider may unilaterally change the availability of payment methods. This does not exclude the possibility of an agreement between the Client and the Provider on another method of payment. The following payment methods are commonly available:
 - 4.2.1. in cash at any of the Provider's premises;
 - 4.2.2. cash on delivery at the place specified by the Customer in the order;
 - 4.2.3. cashless transfer to the Provider's account;
 - 4.2.4. cashless payment card;
- 4.3. The price of the Services can also be paid at any establishment by means of checks and vouchers (Flexi Pass, Focus Pass, Relax Pass, Gift and Wellness Pass from SODEXO, Ticket Sport and Culture, Gift Ticket, Ticket Multi and Cafeteria from EDENRED, CADHOC Checks, Unišek and Unišek + from the company Chéque Déjeuner, Benefity.cz, Benefit-Plus, Cafeteria Systems, Fajn Club), when the complete list is available at the selected establishment or on the Provider's website.
- 4.4. Together with the Price of Services, the Client is also obliged to pay the Provider the costs associated with the packaging and delivery of the Certificate in the agreed amount. Unless expressly stated otherwise, the Price of Services also includes the costs associated with the delivery of the Certificate.
- 4.5. The Provider does not require an advance or other similar payment from the Client. This does not affect the Client's obligation to pay the Price of the Services in advance.
- 4.6. In the case of payment in cash or in the case of payment on delivery, the Price of the Services is payable upon receipt of the Certificate or before the provision of the Service at the establishment. In the case of non-cash payment, the Price is payable within 3 days of concluding the Service Agreement (sending the Order).
- 4.7. In the case of non-cash payment, the Client is obliged to pay the Price of the Services together with the indication of the variable payment symbol. In the case of non-cash payment, the Client's obligation to pay the Price is fulfilled at the moment of crediting the relevant amount to the Provider's Account.
- 4.8. The Provider is entitled to demand payment of the full Price before sending the Certificate or providing the Service. The provisions of § 2119 par. 1 of the Civil Code shall not apply.
- 4.9. Any discounts from the Price of Services cannot be combined with each other.
- 4.10. If this is customary in business relations or if so stipulated by generally binding legal regulations, the Provider shall issue a tax document an invoice regarding payments made on the basis of the Contract for the provision of Services. The provider is a payer of value added tax. Tax document invoice will be issued by the Provider after payment of the price.

5. CERTIFICATES

- 5.1. The Client may request the use of the Provider's service through the Certificate. The Provider will issue a Certificate only if the Client provides the following information:
 - 5.1.1. contact details of the Client (name and surname, residence, telephone and email, delivery address);
 - 5.1.2. The Service or Services that the Certificate will contain the Client is entitled to choose the Services from the offer listed on the website www.tawantime.cz/certifikaty;
 - 5.1.3. The value of the Gift Certificate the Customer is entitled to choose any value in the range CZK 1,000 to CZK 100,000. The value of the Gift Certificate represents the price at which it can be purchased from the Provider and at the same time represents the value at which it is possible to draw from the Service Provider in their list prices listed on www.tawan.cz
- 5.2. If the Customer chooses the option of delivery to the selected address, he will be charged additional fees for this delivery and also for packaging. These fees are listed and always available on the Provider's website.
- 5.3. The certificate must contain at least the following data: the certificate code, the name of the ordered service or only the value of the Certificate and a unique numeric PIN code, located below the erasable field. A certificate that does not contain all of the above is invalid.
- 5.4. Together with the Certificate, the Client will be provided with additional information containing information about the ordered Service and contact details for booking the date of using the Services.
- 5.5. The certificate is a one-time and after the use of all the above Services or the exhaustion of the value of the Gift Certificate becomes invalid.
- 5.6. The certificate is freely transferable to another person, and the transferor is obliged to duly inform this person about all rights and obligations arising from the Contract for the provision of services, which was concluded with the Provider.
- 5.7. The Client has the right to choose from the Provider's offer another Service, the value of which corresponds to or is lower than the original price of the purchased Service stated on the Certificate. The Customer is not entitled to a refund of any difference in the prices of both Services.
- 5.8. The Client or the Recipient has the right to choose from the Provider's offer another more expensive Service than the original price of the purchased Service on the Certificate and to pay the difference in the prices of the Services at the place of use of the Service.
- 5.9. In the event that the Client wants to pay the price of the Service or part thereof through the Certificate, the Client is obliged to always state the code of the Certificate, which is stated on it, in the reservation of the date of the service.

- 5.10. Any Certificate is in no way exchangeable for money, it can only be used to use the Services at the Provider.
- 5.11. In the event of using the Service, the Provider will reduce the value of the Certificate by the price of the ordered Service. The remaining value of the Certificate may be used by the Client when further ordering the Services from the Provider, until the expiry of the Certificate.
- 5.12. In the event of loss, theft or destruction of any valid (ie including a valid PIN code) Certificate, the Client is obliged to notify the Provider in writing without undue delay. The Provider is not responsible for the use of the Certificate by an unauthorized person, unless its loss or theft has been reported to him in writing in accordance with the previous sentence. The Client (or the Recipient of the Gift Certificate) has the right to issue a copy of a valid Certificate, the loss, theft or destruction of which was duly notified to the Provider in writing in a timely and timely manner. Issuance of a copy of the Certificate is charged at CZK 500.
- 5.13. The validity period of the Certificates is always stated on the Certificates, if it is not stated, the validity is 6 months from the date of its issuance, which is not longer than 7 days from its order by the Client. The Provider may extend the validity of the Certificate on the basis of a written request of the Client delivered to the Provider before the date of expiry of the validity of the Certificate. The Provider may also extend the validity of the Certificate to registered members of the Tawan Club through a user account. However, the extension of the validity period of the Certificate by 6 months is in any case charged with the amount of CZK 500.
- 5.14. The Certificate Holder is obliged to reserve a date for the use of the Services sufficiently in advance with regard to the validity of the Certificate. The Provider is not to blame for any impossibility to use the Certificate due to the full capacity of the Provider's premises.
- 5.15. The Certificate is not exchangeable for the Goods, unless the Provider specifies otherwise.

6. ACCEPTANCE OF THE CERTIFICATE

- 6.1. The Operator usually delivers the Certificates within the period specified in the Order confirmation, usually through a professional courier. This method of collection excludes the possibility of inspecting the shipment before payment.
- 6.2. The Customer has the right to choose the method of delivery from the options in the E-shop within the order entry.
- 6.3. By making the choice, the Customer agrees with the conditions of delivery, including the price and business conditions of the carrier.
- 6.4. The Provider may require the Client to conclude a special delivery agreement even after confirmation of the Order. If no agreement is reached, the Provider is entitled to withdraw from the Contract for the provision of Services.
- 6.5. In the event that for reasons on the part of the Client it is necessary to deliver repeatedly or in another way than stated in the Order, the Client is also obliged to pay additional costs associated with repeated delivery, resp. costs associated with another method of delivery.

- 6.6. Upon receipt from the carrier, the Customer is obliged to check the integrity of the packaging of the shipment and in case of any defects immediately notify the carrier. In the case of finding a not negligible violation of the packaging, the Customer may refuse to accept the shipment. If the Customer nevertheless decides to take over the consignment, in these cases he is obliged to draw up a report with the carrier on the damage to the consignment.
- 6.7. Upon receipt of the Certificate, the Client (or the gifted recipient) is obliged to check the integrity of the Certificate, especially the scratch field for the unique PIN code. In the event of a damaged wiper field, the Client is obliged to report this fact to the Provider immediately after receiving the Certificate.

 Otherwise, the Provider is not responsible for unauthorized use of the Certificate.
- 6.8. The delivery time is determined separately for each type of Certificate, usually 3 days from the payment of the selected Service.

7. SPECIAL PROVISIONS FOR THE SALE OF GOODS

- 7.1. The Goods are sold at individual establishments. If the Goods are available in the E-shop offer, this offer is only indicative.
- 7.2. The warranty periods of the Goods apply only to the Consumer and are determined for each Goods separately.
- 7.3. The goods are the property of the Provider until full payment.
- 7.4. The tax document for the Goods is issued at the establishment or sent electronically.
- 7.5. The method of packaging the Goods is determined exclusively by the Provider, any postage and packaging are paid by the Customer. The risk of damage to the Goods passes to the Customer at the time of receipt.
- 7.6. Credits from the bonus program may not be used to pay for the Goods, unless the Provider specifies otherwise.

8. CREDITS - PREPAID ACCOUNTS

- 8.1. A credit account can be set up in person at any establishment, or registered users of the Tawan Club may do so.
- 8.2. The amount of credit is not limited, but payments over CZK 270,000 are accepted by the Provider only by non-cash transfer.
- 8.3. The credit account is freely transferable; a person other than the one who set it up may also pay the price of the Services through the credit.
- 8.4. The credit account is protected by security through the User Account, ie by name and password.

8.5. Discounts and promotions do not add up, unless the Provider states otherwise. Credits cannot be applied to promotions and discounted Services. The price of credits is governed by the valid Price List of the Services provided.

9. CLUB TAWAN

- 9.1. The customer has the right to register with the Tawan Club, online by filling out the registration form or in person at the establishment.
- 9.2. Together with registration for the TAWAN Club, a User Account is set up in order to monitor the history of purchases and services and collect bonus credits that can be exchanged for the selected Service.
- 9.3. An overview of bonus credits is available through the User Account.
- 9.4. Bonus credits are not exchangeable for money.
- 9.5. For each payment made in full in cash or by credit card, 10% of this amount is entered in the form of credits in the bonus credit. The bonus credit is also charged when purchasing Certificates.
- 9.6. Some services in the E-shop environment may be accessible only to registered users of the TAWAN Club, to whom the Provider will set up a User Account at their request.
- 9.7. The Client who wants to register with the Tawan Club is obliged to provide his true and current personal data for the purposes of setting up a User Account. The Customer is obliged to update his personal data in the User Account for each order, especially when changing the name, address and contact details.
- 9.8. The Provider has the right to completely restrict access to the services of the E-shop and to its User Account at its own discretion, even without prior notice.
- 9.9. User account protection is password protected. The use of password protection is mandatory for users according to the instructions given in the E-shop environment and expressed on the web interface. The customer may not disclose access data to the user account to a third party. The E-shop and the Provider are not liable in any way for damages or other damages caused by the disclosure of the user's password to the User Account to third parties.

10. RULES FOR PROVIDING SERVICES

- 10.1. The Provider is obliged, after paying for the ordered Service, to provide these Services to the agreed extent, quality, location and within the period specified in the Order.
- 10.2. The ordered Services will be provided to the person specified when ordering the Service. The person to whom the Service is to be provided is obliged to arrive at the place of provision of the Service within the agreed term.
- 10.3. The person to whom the Service is to be provided is obliged to get acquainted with the content of the Service, to get acquainted with the content of these GBTC and additional information. This person is

obliged to assess for himself whether he is medically and physically fit to safely manage the selected Service. Everyone participates in all Services exclusively at his own risk and the Provider is not responsible for health complications that arise for the Client as a result of the provision of the Service.

- 10.4. The person to whom the Service is to be provided is obliged to inform the Provider before his / her performance of the Service about his / her health problems or mere doubts about his / her health problems.
- 10.5. The Provider declares that it is not appropriate to provide some of its Services to pregnant women. Any pregnancy must be unconditionally reported to the Provider.
- 10.6. If the Client (or the recipient of the Service) arrives no later than 15 minutes after the agreed date of performance of the service and notifies this fact in advance, the Service will be provided in a shortened manner so that it ends at the originally specified time. If the customer arrives with a delay of more than 15 minutes or does not arrive without a prior excuse at all, the Service is considered performed and is obliged to pay the operator the agreed price of the service.
- 10.7. The Provider may refuse to provide the Services, in particular if:
 - 10.7.1. The Client shall prevent the performance of the Service due to his health problems or a medical condition in which the Services cannot be provided.
 - 10.7.2. The Client shall come to the performance of the Service in an unsatisfactory hygienic condition, under the influence of alcohol, or under the influence of addictive or psychotropic substances.
 - 10.7.3. The Client expresses itself or behaves in an unacceptable manner, which is in conflict with the moral principles of the Provider.
 - 10.7.4. The Client arrives to perform the Service with a delay of more than 15 minutes or does not arrive at all without prior apology.

11. RESERVATION

- 11.1. In the event that the Service is considered performed, the Client is obliged to pay the Provider the agreed Price of the Service, unless the Contracting Parties agree otherwise.
- 11.2. Booking of the date and type of the Service is possible online via the User Account, in person at the establishment, by telephone or by e-mail. The reservation is binding, unless these GTC stipulate otherwise.
- 11.3. In the case of a reservation in any way, the Client is obliged to provide only correct and true personal data, or to check the reservation form before sending.
- 11.4. The Client is obliged to make a Reservation for the date of use of the Service and the place of provision of the Service sufficiently in advance so that the Provider is able to provide the Service, at least 24 hours before the actual time of using the Service, unless otherwise stated.

- 11.5. The Client has the right to cancel the reservation date free of charge no later than 24 hours before the reserved moment of providing the Service and to arrange a replacement date.
- 11.6. As soon as the period of 24 hours before the reserved date has started to run, the Provider is entitled to insist on the reserved date and withdraw from the concluded Contract for the provision of services and charge the price of the Service in full.
- 11.7. If the Client requests a change in the reservation date less than 24 hours before the booked day and the Provider accepts this proposal for the change, the Client is obliged to pay the Provider a handling fee of 30% of the price of the booked Service. If the Provider does not accept the proposal to change the date, the Provider is entitled to charge payment of 100% of the price of the ordered Service.
- 11.8. If the person to whom the Service is to be provided does not arrive at the place of provision of the Service within the agreed term, the Service is considered to have been duly provided and the Provider is entitled to the full price for it. If such a Service was to be covered by a Certificate, then the Certificate in question is considered invalid, unless otherwise agreed with the Provider.
- 11.9. If the Provider cancels the reservation date less than 24 hours before the reserved day of providing the Service, the Provider undertakes without undue delay after canceling the reservation date to arrange a replacement date according to the requirements of the person to whom the Service is to be provided and perform the Service on a replacement date. In such a case, the Service will be provided free of charge.
- 11.10. If the person to whom the Service is to be provided is under 15 years of age, he / she is obliged to arrange for the escort of a person over 18 years of age. If the person to whom the Service is to be provided is under 18 years of age but over 15 years of age, he is obliged to obtain the consent of his legal representative. Otherwise, the Provider is not obliged to provide the service.

12. COMPLAINTS OF SERVICES

- 12.1. The Provider is obliged to provide the Services in accordance with the concluded Contract for the provision of services and these GTC.
- 12.2. If the Provider does not fulfill its obligations arising from the Contract for the provision of services properly and on time, it is possible to file a complaint against defectively performed Services Complain Services. However, no later than 24 hours from the moment of providing the Service.
- 12.3. If the Consumer so requests, the Provider shall confirm to him in writing, to what extent and for how long his obligations in the event of defective performance last.
- 12.4. As soon as the Consumer finds out that the Service has been provided defectively, he shall notify the Provider without undue delay. If the Consumer does not report the defect without undue delay, the right from the defective performance will not be granted.
- 12.5. The Provider is obliged to issue to the Consumer, at his request, a written confirmation of when the complaint was filed, what its content is and what method of handling the complaint the Consumer requires. Complaints, including the elimination of defects, must be settled without undue delay, no later than 30 days from the date of the complaint, unless the participants agree on a longer period.

13. INSTRUCTIONS ON THE CONSUMER'S RIGHT TO WITHDRAW FROM THE CONTRACT

- 13.1. The consumer has the right to withdraw from the Contract (Purchase or Contract for the provision of services) without giving a reason within fourteen days, if it was concluded by remote access (on the Internet). This period runs from the date of receipt of the goods, ie the Certificate.
- 13.2. The consumer cannot withdraw from the contract without giving a reason13.2.1. on the delivery of Goods that have been modified according to the wishes of the Consumer or for his person,
 - 13.2.2. on the supply of perishable goods, as well as goods which have been irretrievably mixed with other goods after delivery,
 - 13.2.3. on delivery The goods in a closed package, which the Consumer has removed from the package and for hygienic reasons it is not possible to return.
- 13.3. It is not possible to withdraw from the Contract if the Services in question have already been provided.
- 13.4. The Consumer is entitled to withdraw from the Contract if the Provider breaches the Contract in a material way, in which case the Consumer must withdraw from the Contract without undue delay after learning of the breach of the Contract.
- 13.5. For the purposes of exercising the right to withdraw from the Contract, the Consumer must demonstrably inform the Provider of his withdrawal from the Contract in the form of a unilateral legal action. A sample form for withdrawal from the contract without giving a reason and instructions on the right to withdraw from the contract is available to consumers in accordance with the Annex to Government Decree No. 363/2013 Coll.
- 13.6. The Customer is obliged to send the Certificate or the Goods back to the Provider's address within 14 days of withdrawal. The Customer, as a Consumer, bears the costs associated with the return of the Certificate or Goods in the event of withdrawal from the Contract without giving a reason.
- 13.7. The Provider shall return within 14 days of withdrawal from the Contract without giving a reason to the Consumer all funds received from him (but not before the Consumer may return the Goods or a valid Certificate), including any costs of delivery of goods in the amount of the cheapest method of delivery which the Seller offers.
- 13.8. The Provider handles out-of-court settlement of consumer complaints via e-mail info@tawan.cz or at any establishment. The Provider shall send information on the settlement of the Client's complaint to the Client's electronic address.

14. COPYRIGHT PROTECTION

14.1. The website is a copyright work and a database in the sense of Act No. 121/2000 Coll., The Copyright Act, as amended. The E-shop exercises all property rights related to the Website.

14.2. It is forbidden to store, modify, distribute or exercise other property rights to the Website Content, unless the E-shop has given its prior written consent to such conduct.

15. PROTECTION OF PERSONAL DATA

- 15.1. The protection of personal data complies with valid legal regulations of the Czech Republic, in particular the Personal Data Protection Act and the GDPR.
- 15.2. The protection of personal data by the Seller is further described in the Principles of Personal Data Processing.
- 15.3. The provider also processes personal data for the purpose of disseminating commercial communications. Commercial messages are sent only to those persons who have given their prior consent or they are customers of the Provider who have not expressed their disagreement. In the details of the Privacy Policy.

16. FINAL PROVISIONS

- 16.1. European Consumer Center Czech Republic, with its registered office at Štěpánská 567/15, 120 00 Prague 2, Internet address: http://www.evropskyspotrebitel.cz is a contact point pursuant to Regulation (EU) No. 524/2013 of the European Parliament and of the Council of 21 May 2013 on the resolution of consumer disputes online and amending Regulation (EC) No 2006/2004 and Directive 2009/22 / EC (the Regulation on consumer dispute resolution online).
- 16.2. The provisions of the business conditions are an integral part of the Service Agreement and the Purchase Agreement for the Goods. The GTC are prepared in the Czech language.
- 16.3. The wording of the GTC may be changed or supplemented by the Provider. This provision does not affect the rights and obligations arising during the period of validity of the previous version of the GTC.
- 16.4. By using the Website, the Client agrees with these GTC. However, by continuing to use the Website, the Client agrees with a possible new wording of the GTC.
- 16.5. The Goods, Services and content of the Provider's Website are not intended for persons under the age of 16, unless their legal representative has given their consent.
- 16.6. The customer who is under 16 years of age may grant consent to the processing of personal data only if his consent is approved by a legal representative.
- 16.7. A communication or message delivered by e-mail is also considered to be a written form.
- 16.8. The relevant consumer protection supervisory authorities are: Czech Trade Inspection Authority, contact: www.coi.cz, Office for Personal Data Protection, contact. www.uoou.cz, Trade licensing offices; The consumer has the right to use the possibility of out-of-court settlement of disputes at the Czech Trade Inspection Authority. The terms and conditions are published on its website.
- 16.9. The consumer can also claim his rights in the general courts of the Czech Republic.