

**Terms and Conditions of Bottleroom s. r. o. company
for its services at "Bottleshop 3 Towers" application for the iOS and Android platforms**

Preamble

These Terms and Conditions (hereinafter the “**Conditions**”) were issued by the company **Bottleroom s. r. o.**, residing at: Bajkalská 9/A, 831 04 Bratislava – Nové Mesto, The Slovak Republic, with the company registration number: 47 413 981, the tax number: 2023853139, VAT ID: SK 2023853139, registered in the Commercial Register maintained by Bratislava I District Court, Section Sro, Entry no.: 91986/B, e-mail: info@bottleshop3veze.sk, (hereinafter “**Bottleroom**”) exclusively for goods available through the „**Bottleshop 3 Veže**“ application running on the iOS and Android platforms (hereinafter the „**Application**“). These Conditions are issued to define terms and adjust rights and obligations between Bottleroom as service providers and user as service subscribers available in the Application. These Conditions apply to the legal relationship between Bottleroom and the user in case if the user uses the Application or the services available in the Application, e.g. using the software included in the Application, including features, content files, scripts, instruction files, and any related documentation, while these relationships are governed by the following rules.

I.

Basic definitions and terminology

1. **User:** a natural or a legal person, who under these Conditions uses Application as a registered User through a user account or as an unregistered User. **User - Consumer:** any natural person over 18 years of age who is not an entrepreneur, i. a natural person who is not a legal entity or natural person within the meaning of Act no. 455/1991 Coll. on trade licensing (trade licensing Act) as amended and Act no. 513/1991 Coll. Commercial Code as amended. **User - Customer:** any legal entity or natural person - entrepreneur.
2. **Goods:** any sale of goods (especially alcoholic beverages) made through the Application for the benefit of the User. The goods have the name of the goods together with the current price for a specific User.
3. An order for goods made by a natural person - non-entrepreneur is a manifestation of will in the form of a unilateral legal act by which the User - Consumer expresses interest in purchasing the goods offered by Bottleroom in the Application at the price specified in the relevant section of the Application. The order is at the same time a draft of the purchase contract within the meaning of § 52 in conjunction with provision § 588 et seq. of Act no. 40/1964 Coll. Civil Code, as amended (hereinafter referred to as “**Civil Code**”), contracts for work within the meaning of § 631 et seq. of the Civil Code or other types of contracts by the User - Consumer. After registration and ordering the goods, the User - Consumer enters into a legal relationship with Bottleroom on the basis of a distance contract in accordance with the provisions of art. § 2 (1) of Act no. 102/2014 Coll. on the protection of consumers in the sale of goods or provision of services on the basis of a distance contract or a contract concluded off the premises of the seller and on amendments to certain acts as amended (hereinafter referred to as “**Act no. 102/2014 Coll.**”). Based on the legal regulation of the Civil Code, the User - Consumer is the buyer and the company Bottleroom the seller.
4. A goods order executed by a natural person - entrepreneur or legal entity is a manifestation of will in the form of a unilateral legal act by which the User - Customer expresses interest in the purchase of the goods offered by Bottleroom in the Application for the price stated in the relevant section of the Application. The order is at the same time a draft of the purchase contract within the meaning of § 409 et seq. of Act no. 513/1991 Coll. Commercial Code as amended (hereinafter referred to as

"Commercial Code"), contracts for work within the meaning of § 536 et seq. Of the Commercial Code or other types of contracts by the User - Client. After the registration and ordering of the goods, User - Customer enters into a legal relationship with Bottleroom on the basis of a contract concluded in accordance with the provisions of the Commercial Code, especially according to the provisions of the Commercial Code § 269 (2), § 409 and § 536 of the Commercial Code. Based on the legal regulation of the Commercial Code, **the User - the Customer** is the buyer and the company Bottleroom the seller.

5. **Content file** means files that represent samples of files provided by Bottleroom in the form of text, images or sounds.
6. A goods order contains the following information:
 - a) name, surname, billing address, resp. address of residence (if different), email address, telephone or mobile number on which the User - Consumer is reachable;
 - b) business name, registered seat, company registration number, tax number / VAT ID, e-mail address, telephone or mobile number on which the User Customer is reachable;
 - c) **the main characteristics of the goods to the extent appropriate to the means of communication and goods used**
 - d) **overall price of goods including value-added tax and all other taxes or, if not possible to estimate the price properly in advance in relation to the nature of the goods, the way how to calculate such price as well as costs of transport, supply, shipping or other costs and fees or, if not possible to determine in advance, note that such costs or fees can be incorporated into the overall price;**
 - e) method of paying the purchase price for the ordered goods;
 - f) if necessary, the method of delivery and delivery of the goods;
 - g) information on contract duration (goods), if such contract is signed for a definite period; if the contract is signed for an indefinite period or when its duration is prolonged automatically, also terms of the contract termination must be included;
 - h) information on the minimum duration of the User's obligations under the contract, if the contract implies such an obligation for the User, if not otherwise agreed.

II. Registration

1. Initial registration of the User - Customer, as well as the consent of the User - Customer to these Conditions is a necessary condition for the execution of the order or access to the goods in the required scope.
2. The registration is carried out by Bottleroom without delay after the User - Customer meets the above-mentioned conditions. In the registration, the User - Customer also confirm understanding of the Conditions and their acceptance in the form of electronic documents.
3. The above-mentioned obligation to register and the agreement and acceptance of the Conditions shall not be applied to User - Consumer and shall depend entirely on User - Consumer's will to accept modifications of the Conditions.
4. The User - Consumer may use, buy goods only if he is **over 18 years of age** and the law allows him to enter into legally binding contracts. Bottleroom does not investigate the legal capacity of the User - Consumer when selling goods through the Application.

5. The User - Consumer acknowledges, that all goods provided by Bottleroom are performed at their own discretion, without coercion, freely, seriously and under their own responsibility, and their legal capacity is not restricted and their health condition does not prevent them and especially must be over 18 years of age.
6. The User provides Bottleroom with the following basic information for registration or for use of the Application: name, surname, billing address, resp. address of residence (if different), email address, phone or mobile number, profile photo, UID (special identification number assigned to his mobile device), date of birth, Google account, Facebook account, Apple ID, Android ID and installed application information.

III. Orders and their refusal

1. The order is delivered via the Application or through the appropriate payment gateway when paying the purchase price.
2. By having orders of Bottleroom delivered, Users declare they understand and accept the current prices of the goods offered in the Application.
3. Bottleroom is entitled to refuse an order without stating any reason, excluding any sanctions from the part of the User. Bottleroom will refuse an order without stating any reason, excluding any sanctions from the part of the User, if he gets the impression that the User is a person under 18 years of age.
4. Bottleroom is also entitled to refuse orders, if all liabilities of a User to Bottleroom have not been fully discharged due to the day of placing the order, or if the user exceeds his daily credit limit determined by Bottleroom by fulfilling his order.
5. Bottleroom informs the User of the refusal of an order within seven (7) days from the date of order delivery or payment of the purchase price of the goods through the payment gateway.

IV. Delivery of goods

1. Delivery of goods means the physical delivery of the ordered goods to the User. The delivery date is informative and the User will be informed about the exact date of delivery of the goods in time by email or the Application.
2. The delivery time at payment through the payment gateway starts from the date on which the amount is credited to Bottleroom's account. The delivery time for the goods is up to one (1) day, in exceptional cases, i. Christmas, company-wide holidays and atypical products for up to three (3) days. The goods are delivered only on the basis of the User's order to the agreed place of delivery (delivery address).
3. If the User does not state another delivery address of the ordered goods during the initial registration, it applies that the place of delivery is the seat of the User - Customer or the address of residence of the User - Consumer. In case that the User is interested in delivering the goods to a non-standard address, it is necessary to notify Bottleroom of this fact when the order is delivered. The Buyer is obliged to immediately inform Bottleroom in writing, by email or via the Application about the change of the address of the place of delivery.

4. Bottleroom will fulfill its obligation to deliver the goods properly and on time at the moment of handing over the ordered goods to the User or to the first carrier chosen by the User through the Application. Bottleroom may also partially fulfill its obligation to the User-Consumer if the User-Consumer agrees to the partial performance. In the case of the User - Customer, partial performance of the obligation is permissible and the User - Customer is not entitled to refuse it. **In case that Bottleroom is unable to fulfill the order in full, the undelivered goods will be registered and will be delivered to the User at the first opportunity (after the next storage of the missing goods in the warehouse), the User will be informed of this fact in an appropriate way. If Bottleroom fails to fulfill its obligation because the ordered goods cannot deliver or it is unable to provide the service, it shall promptly inform the User - Consumer and refund the price paid for the goods or advance within fourteen (14) days, unless Bottleroom and the User - Consumer agree on a substitute performance.**
5. The User or his authorized representative shall confirm receipt of the goods by entering the name of the authorized person taking over the goods in block letters and signing the delivery note intended for the needs of Bottleroom, unless the appropriate carrier determines otherwise. If possible, the User - Customer will complete the signature with the imprint of the company stamp. The User is fully responsible for that the goods are taken over by an authorized person who is older than 18 years.
6. The user acquires ownership of the goods until full payment of the purchase price according to the issued invoice. The risk of damage to the goods passes to the User at the time of taking over the goods by the User.
7. The delivery note is part of the delivery of the goods. Except data about Bottleroom as a supplier/seller, it contains the designation of the User as the buyer and his identification data, data on the delivered goods (product numbers, names of goods, delivered quantities). At the bottom of the delivery note is a recapitulation of the delivery. In the lower part (in the delivery note intended for the company Bottleroom) taking over the goods by the authorized person of the buyer is confirmed. This provision shall apply only if it is not possible to use the electronic records of delivery of the goods or the internal records of the competent carrier.
8. The price of transport is not included in the price of the goods. The User has the option to choose the method of transport in the order process. The price of transport is calculated individually, while the User will be informed of the price for transport when ordering. The goods are being transported only on the territory of the Slovak Republic (especially in Bratislava), unless Bottleroom determines otherwise. Transport of goods outside the territory of the Slovak Republic is negotiated individually according to the availability of this function in the Application.
9. Bottleroom is not responsible for delayed delivery caused by the carrier or incorrect data provided by the User. On delivery and acceptance of the goods, the User is obliged to properly check the integrity of the packaging. Any detected deficiencies and damages will be stated in the delivery (or acceptance) note of the carrier. In case that the User has doubts about the integrity of the packaging of the goods or goods, the User has the right to refuse to accept the shipment, stating the reason in the document on delivery of goods, which automatically begins the complaint procedure. By signing the document on delivery of goods without written reservations, the User confirms that the goods were delivered in order without damage and subsequent complaints about the goods due to packaging damage and mechanical damage to the goods will not be taken into account and such complaints will not be accepted with regard to the carrier's complaint conditions.

10. Bottleroom provides delivery of goods to the User in several ways depending on the availability of the service, as follows:
 - a) Import to the specified address
The goods are delivered to the User at the address selected by him through the delivery of Bottleroom. The User is informed about the transport and the price in advance, by e-mail or via the Application. If the User does not take over the ordered goods at the specified address, he is obliged to pay the costs associated with re-transport to the specified location. If the User does not take over the goods at the specified address more than two (2) times, such non-action of the User will be considered as a breach of the contract and these Conditions by the User.
 - b) By courier (or logistics company)
On import by courier, logistics company or delivery service (hereinafter collectively referred to as the "**carrier**"), the User is informed in advance by email or telephone about the exact time of delivery and price. Import prices are determined in advance according to the current price list of the carrier. If the User does not take over the ordered goods from the carrier at the specified address, he is obliged to pay the costs of the carrier associated with re-transport to the specified location. If the User does not take over the goods at the specified address more than two (2) times, such non-action of the User will be considered as a breach of the contract and these Conditions by the User. If Bottleroom delivers the goods through the carrier, the User gives the seller the right to provide the carrier with the necessary personal data for delivery of the goods (name, surname, delivery address and telephone number).
11. After the expiration of six (6) months from the day when the order (goods) was made and refused to be accepted by the User, Bottleroom is authorized to dispose with the order (item) freely. If he fails to monetize the order (goods) or otherwise deal with it effectively, Bottleroom has the right to claim damages and costs associated with the storage of the unaccepted order (goods) against the User.
12. If the storage period of the order (item) exceeds the period of six (6) months, the User's right to collect the goods or their replacement expires.

V.

Prices and payment for goods

1. Prices shown in the Application are valid at the time of placing the order or paying the purchase price of the goods through the appropriate payment gateway. The price of the goods in the order does not include any form of goods installation.
2. Bottleroom reserves the right to adjust prices for goods arbitrarily. In regards to individual business cases, the price valid at the time of delivery of the order or payment of the purchase price of the goods through the respective payment gateway is decisive. Bottleroom informs about a change in the price of the goods by issuing or updating a new price list (prices) in the Application. It is possible to enquire about price changes also in Bottleroom. Prices stated in the Application enter into effect on the day of issuing or updating the new price list (prices).
3. Invoices are understood as tax documents issued by Bottleroom on the basis of orders after a duty to fulfill contractual obligations arises. When ordering or paying for goods via iOS or Android, the invoice is the relevant document sent to the User by the provider of the platform in accordance with the payment terms of the particular payment gateway.

4. The maturity date is understood as a day determined by Bottleroom as a deadline for payment of the purchase price for the ordered goods. It also represents the day on which the invoiced price (including respective taxes, e.g. VAT) must be credited to Bottleroom's account. A standard maturity date is one (1) day from the day when Bottleroom receives the order, if not agreed otherwise via the payment gateway of the Application.
5. Payment for the goods via the Application shall be made through the appropriate payment gateway using the online payments contained on the website <https://stripe.com/en-sk>. Bottleroom **does not have access to the User's private data**. Bottleroom will only receive the payment confirmation by a secured method and on the basis of this confirmation, the order will be immediately accepted. Bottleroom charges handling fees of 0% of the order price resp. purchase price of the goods for the card payments, unless otherwise specified in the order.

VI.

Cancellation (annulment) of orders

1. Bottleroom has the right to cancel an order, if not possible to confirm such order, mostly due to false information stated in the order, or if the goods are no longer sold or the stocks are exhausted, or if the price given by iOS or Android provider has changed significantly. If such a situation occurs, the User will be informed by Bottleroom immediately in order to agree on further steps. If the User has paid the full purchase price or a part of it and no agreement on further steps was made, this amount of money shall be repaid within fourteen (14) days.
2. Bottleroom has the right to withdraw from the contract due to the exhaustion of stocks, unavailability of the goods, or if Bottleroom has suspended the sale of the goods or for reasons of force majeure, or if, is unable to deliver the goods even with all reasonable efforts, within the time limit specified by these Conditions or at the price specified on the Application. Bottleroom is obliged to inform Users of this fact without any delay and repay already paid deposits for the goods agreed on in the contract within fourteen (14) days from the announcement about withdrawal from the contract by the bank transfer selected by the User.
3. Provisions governing withdrawal from contracts intended exclusively for User - Consumer:
 - i) User - Consumer can cancel their order, i. User - Consumer has the right to withdraw from the contract without stating any reason within fourteen (14) days from the day of taking over of the goods. By withdrawing from a contract by a User - Consumer, it is canceled ex tunc.
 - ii) User - Consumer is not allowed to withdraw from the contract (order) if the price of selling goods or providing service depends on price movements on the financial market which cannot be influenced by Bottleroom.
 - iii) User - Consumer is not allowed to withdraw from the contract (order) if the goods are custom made according to personal requirements of User - Consumers or if the goods are designed individually for a single User - Consumers or if it is not possible to return respective goods because of their properties.
 - iv) Bottleroom is obliged to return all payments received from User - Consumer in regards to the contract (order) or in connection with it, including other costs and charges, without any unnecessary delay and not later than fourteen (14) days from the day when the notice of withdrawal from the contract was delivered.

- v) Bottleroom is obliged to return payments to User - Consumer using the same payment method as User - Consumer used. This does not prevent User - Consumer from the right to agree with Bottleroom a different payment method if no other fees charged to User - Consumer are connected with such agreement.
 - vi) Bottleroom is not obliged to cover additional costs for the User - Consumer, if they chose explicitly such a delivery method which is different from the less expensive one, offered by Bottleroom. Additional costs are the difference between the delivery costs chosen by the User - Consumer and the costs of the cheapest standard delivery method offered by Bottleroom.
 - vii) If, on the basis of a contract concluded outside Bottleroom's premises, the goods were delivered to the User-Consumer at the time of concluding the contract and due to their nature it is not possible to send the goods back to Bottleroom by post, Bottleroom is obliged to pick up the goods at its own expense within fourteen (14) days from the date of delivery of the notice of withdrawal from the contract.
 - viii) At withdrawal from the contract, the subject of which is the sale of goods, Bottleroom is not obliged to return the payment to the User - Consumer before the goods are delivered to him or until the User - Consumer proves the return of the goods to Bottleroom, unless Bottleroom proposes to pick up the goods in person or through a person authorized by it.
 - ix) The User - Consumer is obliged to return the goods or hand them over to Bottleroom or a person authorized by Bottleroom to take over the goods no later than fourteen (14) days from the date of withdrawal from the contract. This does not apply if Bottleroom proposes to pick up the goods in person or through a person authorized by it. The time limit referred to in the first sentence is considered to have been maintained if the goods were handed over for transport not later than the last day of the time limit.
 - x) The User – Consumer is entitled to refuse to return the goods, which he has acquired on the basis of a contract concluded during or in connection with the sale, to Bottleroom until Bottleroom returns to the User - Consumer the price paid or the advance payment for the goods or services.
 - xi) **At withdrawal from the contract, the Consumer shall only bear the costs of returning the goods to Bottleroom or to a person authorized by Bottleroom to take over the goods. This does not apply if Bottleroom has agreed to bear them by itself, or if it has not fulfilled its obligation under section 3 (1) letter i) Act no. 102/2014 Coll.**
4. In the event of withdrawal from the contract (order), the User - Consumer may use the withdrawal form according to annex no.3 to section 3 (1) letter h) Act no. 102/2014 Coll., which is stated below:

MODEL WITHDRAWAL FORM
(fill in this form only if you wish to withdraw from a contract)

*The company named: **Bottleroom s. r. o.**, registered seat: Bajkalská 9/A, 831 04 Bratislava – Nové Mesto, the Slovak Republic, company registration no.: 47 413 981, tax no.: 2023853139, VAT ID: SK 2023853139, registered in the Commercial Register maintained by Bratislava I District Court, Section Sro, Entry no.: 91986/B, e-mail: info@bottleshop3veze.sk:*

I/We() hereby give notice that I/We (*) withdraw from my/our (*) contract of sale for the provision of the following product/service*: _____.*

- Ordered on/Received on* _____.
- Name and surname of consumer/ consumers* _____.
- Address of consumer/ consumers* _____.
- Signature of consumer/ consumers* (only if this form is notified on paper) _____.
- Date ____ . ____ . _____.

* Please delete as appropriate by crossing out

5. Provisions governing contract withdrawal intended exclusively for User - Customers:

- i) User - Customers can withdraw from a contract if Bottleroom breaches obligations laid down by these Conditions repeatedly.

VII. Warranty period

1. Bottleroom provides a guarantee for goods purchased by the User according to the general legal provisions legally valid in the Slovak Republic, i.e. only until the expiry date specified by the producer of the goods.
2. The warranty period begins on the day of taking over the goods or things by the User in accordance with section 621 of the Civil Code.

VIII. Complaints

1. A complaint is understood as a unilateral act of the User intended to claiming the rights in regards to the responsibility for defects of the delivered goods (qualitative and/or quantitative). Complaints must be made in written form, by email post at info@bottleshop3veze.sk or via Application while it is appropriate to attach a brief description of the defects in the charged goods.
2. Complaints about visible defects (qualitative and/or quantitative) of the delivered goods must be made without any delay, however, no later than within fourteen (14) calendar days from the delivery of the goods.
3. In case of acceptance of a complaint about quantitative differences (the difference between the quantity of physically delivered goods and the quantity stated on the delivery note), the missing goods will be supplemented at the first opportunity.
4. Complaints about defects that arise during the use of the delivered goods must also be made in writing, by email to info@bottleshop3veze.sk or via the Application. Removal of a complaint will be in accordance with valid legal regulations and guarantees for a specific type of goods according to the legal order of the Slovak Republic.
5. Complaints made in written form can be delivered to Bottleroom at the following address: Bajkalská 9/A, 831 04 Bratislava – Nové Mesto, the Slovak Republic.
6. In regards to the defects **which can be removed**, the User has the rights
 - a) to the defects being removed for free, in time and in a proper way or
 - b) to be granted a reasonable discount without removing the defect.

Bottleroom is obliged to remove defects without any unnecessary delays. The user may, instead of removing the defect, request replacement of the goods or, if the defect concerns only a part of the goods, replacement of the part, if it does not incur disproportionate costs due to the price of the goods or the severity of the defect to Bottleroom. Bottleroom is always allowed to replace defected goods for the goods without defects instead of removing such defects if no serious difficulties are caused to the User by doing so.

7. In regards to defects **that cannot be removed** and which prevent goods from being used properly the same way as the item without defects, the User has the rights
 - a) for replacement of goods,
 - b) to provide a reasonable discount and keep the defective item,
 - c) the refund of the purchase price of the defective goods through voucher for next purchase or
 - d) to withdraw from the contract and refund the purchase price of the defective item.The same rights apply to the User if the defects are removable, however, the User is not able to use the item properly due to repeated occurrence of defects after being repaired or due to several defects occurring at the same time.

IX.

Personal data protection

1. The User - Consumer is obliged to notify Bottleroom of their name and surname, billing address, resp. permanent address, including postal code, telephone or mobile number and e-mail address. The User - Customer is obliged to notify Bottleroom of all data registered in the Commercial register or the Trade register used for tax identification of the Customer.
2. The User - Consumer and the person authorized by the User - Customer (hereinafter referred to as the **“Person concerned”**) shall provide personal data to Bottleroom voluntarily in order to fulfill its obligations arising from the obligation relationship and further communication with it. Without providing them, Bottleroom cannot properly fulfill its contractual obligations and therefore won't be able with the Person concerned, resp. with the Users enter into a commitment relationship. The purpose of processing this personal data is to exposure a tax document, pre-contractual relationships, identify the User, confirm the order by phone or e-mail, activate the goods or software, register on the Application, carry out marketing activities, information about Bottleroom news and special offers, improving the services available in the Application.
3. Bottleroom processes the personal data of the Person concerned for marketing purposes at their request or the consent of the person concerned in accordance with the provisions of § 14 and following of Act. no. 18/2018 Coll. on the protection of personal data, as amended (hereinafter referred to as **“ZnOOÚ”**). The Person concerned shall express his consent to the processing of personal data for this purpose when registering in the Application or in any other appropriate way. The Person concerned agrees by checking the box before placing an order or when registering in the Application, for Bottleroom to process and store its personal data in the extent of name, surname, billing address, resp. address of residence (if different), email address, telephone or mobile number, profile photo, UID (special user identification number assigned to his mobile device), installed application information, date of birth of Bottleroom 's activity in sending news and stock offers and to process it in its information system. The Person concerned grants Bottleroom this consent for a limited period until the fulfillment of the purpose of Bottleroom 's processing of personal data.
4. By sending an order to Bottleroom, the User declares that they agree that Bottleroom will process and store their personal data to the extent necessary (defined in para. 3 of this article) for the purposes mentioned in the previous paragraph. Bottleroom is committed to treat and dispose of the

User's or Person concerned' s personal data in accordance with the applicable legislation of the Slovak Republic. After fulfilling the purpose of processing, Bottleroom shall immediately dispose of the User's personal data in accordance with the relevant provisions of the ZnáOOÚ. Consent to the processing of personal data may be withdrawn by the User (Person concerned) at any time in writing form. The consent shall expire within 1 month of the delivery of the withdrawal of the consent by the User (Person concerned) to Bottleroom.

5. The User (Person concerned) has the right and possibility to update personal data directly in the online mode in the Application or Web, immediately after login. Moreover, an option to delete all personal data is available directly in the settings of the App/Web or by sending an email to info@bottleshop3veze.sk.
6. Bottleroom declares that it will ensure that personal data are processed and used exclusively in a manner that is appropriate to the purpose for which it was collected, in accordance with the ZnáOOÚ. Bottleroom declares that in accordance with ZnáOOÚ, it will process personal data in accordance with good morals and act in a manner that does not contradict or bypass the ZnáOOÚ or other generally binding legal regulations.
7. The User (Person concerned) has the right based on written request, to require from Bottleroom to confirm whether or not personal data is processed, in a generally understandable form of information about the processing of personal data in the information system.
8. Based on free written request, the User (Person concerned) has the right to object against the processing of its personal data by Bottleroom, that are assumed to be or will be processed for the purpose of direct marketing without their consent and request their liquidation, use of the Person concerned's title, name, surname, and address for direct marketing purposes in the postal service, or providing the Person concerned's title, name, surname and address for direct marketing purposes.
9. Bottleroom declares that it processes the personal data of the User (Person concerned) for the purposes specified in these Conditions in accordance with the ZnáOOÚ, through the following intermediaries:
 - Stripe, Inc., 510 Townsend Street, San Francisco, CA 94103, USA;
 - Google Ireland Limited, Gordon House, Barrow Street, Dublin 4, Ireland;
10. After sending an order or registering, the User may receive reports of Bottleroom's offers, promotions and services if they agreed with that, the User can unsubscribe at any time by clicking “unsubscribe” in the respective mails.
11. The protection of the User's personal data is also subject to the legal regulations of the REGULATION 2016/679 OF THE EUROPEAN PARLIAMENT AND OF THE COUNCIL (EU) of 27 April 2016 on the protection of individuals with regard to the processing of personal data and on the free movement of such data, by which is deleted directive 95/46/ES (general data protection regulation).

X.

Consent to the Conditions

1. By concluding or sending a goods order via the Application, User - Customer gives Bottleroom their consent to agree with these Conditions (Terms and Conditions).

2. Bottleroom reserves the right to change these Conditions by a unilateral legal act, however, this must be done in such a way that fundamental rights and freedoms of User are not breached in accordance with legal standards of the Slovak Republic. Obligations to announce changes of these conditions in a written form are fulfilled by their placement in the Application.
3. User - Customer declare they became familiar with these Conditions in a proper way before filling in their order and that they fully agree with these Conditions, which represents their expression of will which is free, serious, certain and comprehensible.

XI.

Disputes and supervisory authorities

1. For all disputes under these Conditions as well as for all successive legal relationships between contractual parties, exclusive jurisdiction is conferred to Slovak courts in the sense of the provisions of section 37e (2) Act no. 97/1963 Coll. concerning private international law and the rules of procedure relating thereto, as amended, while the local jurisdiction of Slovak courts is given in the sense of the provisions of section 13 Act no. 160/2015 Coll. on Civil Procedure as amended. The parties have exercised the choice of authority via these Conditions in compliance with Article 25 (1) letter. a) Regulation (EU) No 1215/2012 of the European Parliament and of the Council on jurisdiction and the recognition and enforcement of judgments in civil and commercial matters (Brussels I). The parties have exercised the choice of right in compliance with Article 3 (1) Regulation (EC) No. 593/2008 of the European Parliament and of the Council on the law applicable to contractual obligations (Rome I), while the decisive right is represented by substantive rules of the Slovak Republic.
2. User - Consumer has the right to recourse to Bottleroom with a request of remedy (via e-mail to info@bottleshop3veze.sk), if they are not satisfied with the way how Bottleroom handled their complaint or if they assume that Bottleroom violated their rights. If Bottleroom responds to this application in a negative way or later than within thirty (30) days from the day it was sent, User - Consumers have the right to make a proposal for starting alternative dispute resolution to alternative dispute resolution entity (hereinafter as **“ADR entity”**), in compliance with Act no. 391/2015 Coll. on alternative dispute resolution for consumer disputes and amendments to certain laws as amended (hereinafter as **“Act No. 391/2015”**), while these entities are understood as authorities and authorized legal persons according to provision 3 Act no. 391/2015 Coll. The propositions can be made by methods determined according to provision 12 Act no. 391/2015 Coll.
3. Consumers can submit a complaint also through an alternative dispute resolution platform (ADR platform), which is available online at http://ec.europa.eu/consumers/odr/index_en.htm.
4. Alternative dispute resolution can be used only by the User – Consumers - a natural person who does not act within the subject of his or her business activities, job or occupation. Alternative dispute resolution is related only to disputes between User - Consumers and Bottleroom which results from the consumer contract or related to the consumer contract. Alternative dispute resolution is related only to distance contracts. Alternative dispute resolution is not related to disputes where the dispute value does not exceed the amount of 20 EUR. ADR entity can require User - Consumer to pay a fee for starting the alternative dispute resolution in the maximum amount of 5 EUR with VAT.
5. Supervision of compliance with Act no. 102/2014 Coll. and Act no. 22/2004 Coll. on Electronic Commerce and on Amendment of Act no. 128/2002 Coll. on State Inspection of Inner Market in Consumer Protection Affairs and Amendment of Other Acts, as amended by Act no. 284/2002 Coll. is carried out by The Slovak Trade Inspection according to specific regulations and by The

National Bank of Slovakia in regards to the protection of financial consumers related to information society services.

6. The Slovak Trade Inspection comprises the following inspectorates: **The Inspectorate of the Slovak Trade Inspection with the seat in Bratislava for the region of Bratislava**, address: Bajkalská 21/A, P. O. BOX č. 5, 820 07 Bratislava; **The Inspectorate of the Slovak Trade Inspection with the seat in Trnava for the region of Trnava**, address: Pekárska 23, 917 01 Trnava 1; **The Inspectorate of the Slovak Trade Inspection with the seat in Trenčín for the region of Trenčín**, address: Hurbanova 59, 911 01 Trenčín; **The Inspectorate of the Slovak Trade Inspection with the seat in Nitra for the region of Nitra**, address: Staničná 9, P. O. BOX 49A, 950 50 Nitra; **The Inspectorate of the Slovak Trade Inspection with the seat in Žilina for the region of Žilina**, address: Predmestská 71, P. O. BOX B-89, 011 79 Žilina 1; **The Inspectorate of the of the Slovak Trade Inspection with the seat in Banská Bystrica for the region of Banská Bystrica**, address: Dolná 46, 974 00 Banská Bystrica 1; **The Inspectorate of the Slovak Trade Inspection with the seat in Prešov for the region of Prešov**, address: Obrancov mieru 6, 080 01 Prešov 1; **The Inspectorate of the Slovak Trade Inspection with the seat in Košice for the region of Košice**, address: Vrátna č. 3, 043 79 Košice 1.

XII. Cookies

1. This article on cookies applies only to those information platforms that collect data through cookies.
2. The Application does not use cookies, but if the service is provided through a web platform, so by using it Bottleroom can process your data from cookies. If you do not want to provide cookies, we recommend using the incognito mode on your web browser.
3. Cookies are related to European and Slovak laws on privacy and data protection. More specifically, this issue is addressed by **Act no. 351/2011 on Electronic Communications**. In section 55, (5), this act refers to the following: *„Anyone who saves or gets access to the information saved in user’s terminal equipment is authorized to do so only if the mentioned user gave consent on the basis of clear and complete information on the purpose of its processing; Using the respective setting of web browsers or other computer programs is deemed to be consent for this purpose.“*
4. According to the European Commission recommendation:

Cookies

In order to ensure the proper functioning of this website, we sometimes save little data files, the so-called cookies, to your computer. This is commonly done by the majority of large websites.

What are cookies?

Cookies are small text files which are stored on a user's computer or mobile device by the website while browsing. Thanks to these files, websites store information on your steps and preferences (as username, language, font size and other view settings) for a certain period of time so that users do not have to select this information again when visiting or browsing the website for the next time.

How do we use cookies?

These websites use cookies in order to remember user settings, for better advertising adjustment for the needs of visitors and for the necessary functionality of the websites.

How to control cookies

Cookies can be controlled or deleted at the user’s choice – for more details go to aboutcookies.org. You can delete all cookies saved in your computer and most of the browsers can

be set in such a way you will make them impossible to save cookies. However, in such a case, you will probably have to adjust manually some of the settings every time you visit the website and some services and functions will not work.

How to disable cookies

You can set usage of cookies in your browser settings. Most browsers enable cookies by default.

Sanctions for non-compliance with obligations should be imposed, according to the law, by the Telecommunications Regulatory Authority of the Slovak Republic. However, breach of section 55 (5) is not incorporated amongst sanctions and their levels.

XIII. Final provisions

1. Bottleroom reserves the right to fulfill its commitment to the User also through contractual partners.
2. These Conditions shall enter into force and validity on the date of publication in the Application.

Version of the Conditions of 18.12.2020.