

## GENERAL TERMS AND CONDITIONS

of the trading company

**Wrapstock, s.r.o.**

with its registered office at Zlín, Prštné 627, postal code: 760 01

Identification No.: 020 18 888

registered in the Commercial Register kept at the Regional Court in Brno, Section C, Insert 108392 (hereinafter also "**Wrapstock**").

The current version of the General Terms and Conditions (hereinafter "**Terms and Conditions**" only) is available on the Internet address [www.wrapstock.com](http://www.wrapstock.com). The trade in car designs published on the Wrapstock website is made on the basis of these Terms and Conditions and deviations from these Terms and Conditions are not permitted.

### 1. INTRODUCTORY PROVISIONS

- 1.1. Wrapstock, s.r.o., operator of portal [wrapstock.com](http://wrapstock.com), CRN: 020 18 888, with its registered office at Zlín, Prštné 627, postal code: 760 01, registered in the Commercial Register kept at the Regional Court in Brno, Section C, Insert 108392, provides the Users with products, services, designs, data, images and applications located under the domain name [wrapstock.com](http://wrapstock.com) under the conditions set forth in these Terms and Conditions.
- 1.2. Pursuant to the provisions of Section 2455 of Act No. 89/2012 Coll., the Civil Code, as amended (hereinafter referred to as the "**Civil Code**"), these Terms and Conditions of Wrapstock govern the mutual rights and obligations of the Parties hereto arising from or pursuant to an agreement concluded pursuant to Act no. 89/2012 Coll., Civil Code, as amended, concluded between Wrapstock and another natural or legal person (hereinafter the "**User**" only). Wrapstock undertakes to procure for the User on their account in their own name the sale of design car stickers and the User undertakes to pay Wrapstock remuneration. These Terms and Conditions apply also to the pre-contractual activity, that is, to the negotiations on the conclusion of an agreement between the User and Wrapstock.
- 1.3. A part of these General Terms and Conditions are the Special Trading Conditions for Licences to Designs and Special Trading Conditions for Sale of Designs listed in Annexes No. 1 and 2 to these Terms and Conditions.
- 1.4. Wrapstock may at any time unilaterally change the wording of these Terms and Conditions. Change in these Terms and Conditions shall not affect the contractual relationship, which originated at the time of the previous version of the Terms and Conditions. The current version of the Wrapstock Terms and Conditions is published and made available on the Wrapstock website.

### 2. DEFINITION OF TERMS

- 2.1. **User**
  - 2.1.1. User is any person who uses any Service or who, in accordance with these Terms and Conditions, has made a registration, or any

person who has previously registered for the use of any particular Wrapstock Service.

- 2.1.2. A person who buys the Designs on the website of is not a User.

#### 2.2. **Third Person**

- 2.2.1. The Third Person is any subject different from Wrapstock and the User. In particular, Third Person means a person who buys on the Designs Website.

#### 2.3. **Parties to the Agreement**

- 2.3.1. Wrapstock and User may be hereinafter collectively referred to as "the Parties to the Agreement" or individually as "the Party to the Agreement".

#### 2.4. **Services**

- 2.4.1. "Services" means the provision of licences to visual material, the sale of designs and other services, and the provision of access to Internet sites and portal applications of Wrapstock located on the Website.

#### 2.5. **Website**

- 2.5.1. Public web sites located under the [wrapstock.com](http://wrapstock.com) domain.

#### 2.6. **Public Website**

- 2.6.1. Public Website may indicate such website that contain chats, blogs or discussion forums or other similar applications to which the User can send their contributions (e.g. a message, photo, links, etc.).

#### 2.7. **Use of Services**

- 2.7.1. Use of Services means all of the User's activities performed on the Website.

#### 2.8. **Content of the Services**

- 2.8.1. Contents of the Services is a summary Wrapstock portal content, User content and Third Party content.
- 2.8.2. **User Content**
  - 2.8.2.1. The content of the User includes, in particular, all materials, information and works (including copyright works) provided by the User in connection with the use of the Services (e.g. texts, images, videos, etc.).
- 2.8.3. **Third Party Content**
  - 2.8.3.1. Third Party Content means particularly all materials, information and works (including copyright works) provided by the Third Parties and displayed as a part of the Services.
- 2.8.4. **User Account**
  - 2.8.4.1. The user account is established by successful registration or purchase on the Website and contains the parameters of Use of Services (e.g.

user name, chosen e-mail address, settings of Services, etc.).

## 2.9. Designs

2.9.1. Designs mean images in material and electronic form, individually adapted to the wishes of the Third Person and/or the User, intended exclusively for personal use.

## 3. CONSENT TO THE TERMS AND CONDITIONS

3.1. Prior to starting the use of the Services, the User is obliged to become thoroughly acquainted with the wording of these Terms and Conditions. If the User does not agree with the wording of these Terms and Conditions, they are obliged to refrain from using the Services.

3.2. By actually using the Services, the User expressly agrees with the wording of these Terms and Conditions, and the fact that the User has not become acquainted with their wording must not operate to the detriment of Wrapstock.

## 4. USE OF SERVICES AND USER REGISTRATION

4.1. **"Registration"** – For use of the Services it is essential to register where registration is determined on the Wrapstock's website for such use of the Services.

4.2. **"Registration Form"** – Registration is done by filling in and submitting the Registration Form. Only a person over the age of 18 is entitled to fill in and submit the Registration Form. A person under the age of 18 only in the presence of their legal representative, who shall also agree with these Terms and Conditions on their behalf.

4.3. **"Registration procedure"** – Registration shall be done on the Website relevant for the given Service, where the registration process is described in detail. A visitor to the Service who does not intend to use the related sites or the Service for the time being may register as well. By making the registration, the User instructs Wrapstock to issue accounting documents on its behalf.

4.4. **"Registration Data"** – When registering, the User is obliged to provide correct and complete information about themselves. For the purpose of issuing accounting documents by Wrapstock on behalf of the User, he/she is obliged to communicate to Wrapstock the necessary essentials of the accounting document in accordance with the applicable regulations of the state of which the User is a national (for the purpose of regularisation of the User's entitlement to remuneration) or provide a template of the accounting document. Should the User fail to do so, they agree that the accounting document shall be issued with the essentials necessary pursuant to the relevant regulations of the Czech Republic. Without the required personal data being provided it is impossible to complete the registration and the Use of Wrapstock portal Services. The User may complete, modify, or edit the data

provided at any time. The User understands that some of the data provided are of the nature of personal data within the meaning of Regulation 2016/679 of the European Parliament and of the Council on the protection of individuals with regard to the processing of personal data and on the free movement of such data and repealing Directive 95/46 /EC ("GDPR").

4.5. **"Consent to the Terms and Conditions"** – Before completing the registration, the User is obliged to become acquainted with these Terms and Conditions. Granting consent is a prerequisite for completing registration and Use of Services. User consent is expressed by ticking the box "I agree to the Terms and Conditions", which is located in the registration form.

4.6. **"Commencement of contractual relationship"** – Upon the moment of the completion of the registration (i.e. receipt of confirmation of the successful completion of the registration), a contractual relationship between the User and Wrapstock which is governed by these Terms and Conditions is established. This agreement is without prejudice to the possibility of establishing an agreement relationship by the fact of the commencement of the use of the Service without prior registration.

4.7. **"User Account"** – The User Account is established by completing the registration or by purchasing at the Website.

4.8. **"User Name"** – Wrapstock is entitled to publish the name which the User has entered as their User Name at the registration, in connection with any User Content provided by the respective User.

4.9. **"Data Extension"** – In connection with the provision of the Services, Wrapstock may, at any time in the future change the scope of personal data required for the registration and require disclosure of additional User Data. Without providing such additional personal information, Services may not be used. In such a case, Wrapstock is entitled to cancel the User Account and/or not to grant access to individual Services the Use of which is made conditional on the disclosure of such additional information.

4.10. **"Terms of Use of Services"** – In the event of any use of the Services where registration is not required, the Use of Services is governed by these Terms and Conditions. The User is obliged to become acquainted with these Terms and Conditions and agrees with these Terms and Conditions to the commencement of Use of the Services. If the User does not agree with these Terms and Conditions, they are obliged to refrain from using the Services.

4.10.1. The contractual relationship shall be established at the time of the beginning of the Use of Services.

4.11. **"Public Website"** – For the use of the Public Website, Wrapstock is entitled to request the provision of additional User Data. Wrapstock can allow the User to

create their profile on the Public Website. In case of deletion of the User Profile by the User, Wrapstock is entitled to remove any User Content provided by them from the Public Website.

## **5. USER STATEMENT**

- 5.1. The User expressly declares that:
  - 5.1.1. He/she has reached the age of 18 and is of sound body and mind;
  - 5.1.2. He/she has not reached the age of 18 and will not use such services of the Websites subject to a minimum age of 18 years, whereas such services are identified with the "18+" symbol or another symbol of the same meaning;
  - 5.1.3. All of the above data is true, complete, and correct;
  - 5.1.4. The use of the Services in accordance with these Terms and Conditions will not violate the laws of the Czech Republic and the state in which the User is located;
  - 5.1.5. Prior to using the Services, the User has been thoroughly acquainted with these Terms and Conditions, that the User has fully understood and agrees with these Terms of Business;
  - 5.1.6. The User is aware of the possibility of temporary or total loss of access to the Website Content.

## **6. WRAPSTOCK RIGHTS AND OBLIGATIONS**

- 6.1. Wrapstock is not obliged to check the Designs that the User publishes on the Website.
- 6.2. Wrapstock is entitled to block the User Account if it finds that its content is illegal or that the User is acting unlawfully in connection with the use of the Services.
- 6.3. Wrapstock is entitled to unilaterally change the Terms and Conditions, whereas in doing so it is obliged to notify the User of any change.
- 6.4. Wrapstock in particular has no responsibility for the Designs and Information published by the Users of the Services.
- 6.5. Wrapstock is obliged to ensure the functionality and integrity of the Website so that the Website may fulfil its purpose.
- 6.6. Wrapstock is obliged to report and submit to the competent law enforcement authorities an initiative or, where appropriate, information on facts indicating that an offence has been committed.
- 6.7. Wrapstock is entitled not to publish or to remove User Designs that are in breach of these Terms and Conditions or the law of the respective State.
- 6.8. Wrapstock is entitled to limit or for a certain period of time completely prevent access to the User Account if it is found that the User performs on the Website an activity contradictory or in violation of these Terms and Conditions and/or the law of the respective State.
- 6.9. Wrapstock is authorized to modify and edit the Website. Wrapstock is not obliged to notify the Service User of it.

- 6.10. Wrapstock is not obliged to modify the Website according to User requirements.
- 6.11. Wrapstock is not responsible for the impossibility of using the Services by the User if he/she does not have the software or hardware equipment necessary to use the Website and/or uses the unsupported versions of the Internet browser.
- 6.12. Wrapstock is entitled, due to maintenance of the Website or for other technical reasons, to partially or completely suspend the functioning of the Website for the necessary period of time. However, Wrapstock is obliged to inform the User in advance about it.

## **7. USER RIGHTS AND OBLIGATIONS**

- 7.1. When using the Website, the Users are required to comply with these Terms and Conditions, the applicable laws of the Czech Republic and of the country in which the User is located, as well as good manners. At the same time, the Users are required to provide only such information that is not contrary with to the legal order and good manners.
- 7.2. The User is obliged to use the Services only for the purpose for which they are intended.
- 7.3. The User is required to have actual and truthful information published in her/his User Account and the User is also required to have a valid email address in her/his User account.
- 7.4. The User is not entitled to manipulate the Website in any way, in particular in a way that would damage the functionality of the Website or obtain an undue advantage over other users.
- 7.5. The User is not entitled to use a different interface to access the Services than that which is provided for this purpose to the Website.
- 7.6. In particular, the User is not entitled to interfere with the security and continuity of Website operation. Such action by the User is considered a serious breach of the User's obligations.
- 7.7. The User is not allowed to publish, collect, store or otherwise process personal data of other Users.
- 7.8. In the use of the Services and any communication on the Website, the User is obliged to abide by the rules of good manners and to refrain from using vulgar expressions, insults, threats, assaults, trolling, flame, flood, provocative expressions calling for racial, political and other hatred and intolerance.
- 7.9. The User is prohibited to post Designs created by someone else on the Website unless they have the appropriate authorisation, or which are of pornographic, racist, or otherwise forbidden nature. Wrapstock is not obliged to publish the Design in the event that the User violates this obligation.
- 7.10. The User is not permitted to publish any computer programs, scripts or Designs containing computer viruses or other computer codes on the Website that

are likely to damage or restrict the operation of the Website.

- 7.11. The User is not authorized to use computer programs, scripts, or Designs containing computer viruses or other computer codes to ensure unauthorized access to the data placed on the Website or to deliberately damage or overload the system.
- 7.12. The User is obliged to upload Designs to the Websites only in the specified formats, which will be apparent from the form published on the Website.

## **8. BUSINESS COMMUNICATION AND NOTICES**

- 8.1. Wrapstock is entitled to send commercial communications (in particular news alerts and changes notifications, Service offerings, etc.) to the e-mail address of the User that he/she stated during registration. The User is entitled to withdraw their consent at any time, either in part or in full. The User withdraws his/her consent for free and does not need to state the reason.
- 8.2. Wrapstock is entitled without any User's consent to send e-mail and other similar reports directly related to the operation of the Website, conditions of its operation and use, as well as any changes to the Terms and Conditions. Cancellation of messages and notifications of this nature can only be done by termination of the agreement between the User and Wrapstock.

## **9. INTELLECTUAL PROPERTY RIGHT AND COPYRIGHT**

- 9.1. The Design placed on the Website is the property of the User who has published the Design.
- 9.2. The website, computer programs, databases, scripts, and logos that co-create the Website are owned by Wrapstock.
- 9.3. The Website, logos and Designs are subject of intellectual property rights and are protected by Act No. 121/2000 Coll., Copyright Act, as amended.
- 9.4. It is forbidden for the User, as well as for all other visitors to the Website, to copy, reproduce or undermine intellectual property rights without the express consent of the owner.
- 9.5. For all publicly available content placed by the User on the Website, the User grants a non-exclusive right to other users to view, share, process, copy, and print copies, always retaining the link to the author (User who uploaded the Design) without any other interventions and alterations. The User grants the non-exclusive right only within the scope of the preceding sentence and for non-commercial purposes only, except in such cases where such use may cause damage to the User, Wrapstock or Third Parties.
- 9.6. By placing Design on the Website, the User grants Wrapstock a non-exclusive right to use the Design images worldwide for the promotion of the Website free of charge in the form of publication, sharing on social

networks, publishing in newsletters, books, print media, mentions in the media, etc.

- 9.7. The granting of non-exclusive rights by the User to Third Parties and to Wrapstock within the meaning of Article 9.5. and 9.6. shall terminate at the time of termination of the Agreement between the User and Wrapstock and by deletion of the User Account. Wrapstock is authorized to retain a copy of the Design for an indefinite period of time.

## **10. ILLEGAL CONTENT**

- 10.1. The Website is only aimed at publishing Users' Designs and subsequently offering and selling Designs through an e-shop located on the Website.
- 10.2. The User is expressly forbidden to publish the Designs and information that:
  - 10.2.1. Violate copyrights and other rights of Users, Third Parties, registered trademarks, inventions and patents;
  - 10.2.2. Are counterfeit, duplicate or stolen items;
  - 10.2.3. Are a ritual objects and symbols;
  - 10.2.4. Are a representation of racial, religious or ideological hatred or are an incitement to any hatred of such or other nature;
  - 10.2.5. Contain personal data;  
Contain symbols that are inconsistent with the legal order of the Czech Republic and the state in which the User is located.

## **11. DESIGN MODIFICATIONS**

- 11.1. By agreeing to the terms of these Terms and Conditions, the User acknowledges that Wrapstock is authorized to modify the Design for use on specific car models, additional sales of promotional items (merchandising), and related activities.
- 11.2. Wrapstock is not authorized to change the representation of the Design in any significant way.
- 11.3. In the event that a Third Party's rights are exercised, Wrapstock is responsible only for such defects that arose from the modification of Design by Wrapstock.
- 11.4. Wrapstock may only make a larger change to Design with the prior consent of the User.

## **12. DISCLAIMER, DAMAGES**

- 12.1. Wrapstock shall not provide the User with any warranties regarding the Services, the Content of the Website and the Third Party Content, in particular, it does not provide any warranties regarding the functionality and availability of the Services.
- 12.2. Wrapstock is not responsible for the fact that:
  - 12.2.1. The Services will be available continuously 24 hours a day, 7 days a week;
  - 12.2.2. The Services will be fully operational throughout the availability of the Services;
  - 12.2.3. The services will be provided without errors;

- 12.2.4. The content of the Website, Designs and Third Party Content is accurate, correct and does not violate any Third Party's rights;
- 12.2.5. Wrapstock is not responsible for cases where the User's identity is shown to be incorrect.
- 12.3. By agreeing to these Terms and Conditions, the User expressly declares that they acknowledge that Wrapstock does not provide any warranties regarding the Content of the Website, the User Account Content or the Third Party Content. The user also accepts the risk associated with the use of the Services and undertakes to take all necessary steps to minimize the risk of harm arising from the use of the Services that would be threatened on their part.
- 12.4. In particular, the User undertakes to periodically back up all User Content and Website Content properly licensed by the User and other appropriate measures.
- 12.5. Wrapstock shall not be liable to the User for any direct or indirect injury or damage the User incurs from the use of the Services, the Website Content or the Third Party Content.
- 12.6. In particular, Wrapstock shall not be liable to the User for the following situations:
  - 12.6.1. Malfunction, unavailability of any Service;
  - 12.6.2. Partial malfunction, unavailability of any Service;
  - 12.6.3. Loss, failure to save or damage to the User Content, particularly the Design;
  - 12.6.4. Any consequence of provision of incorrect, inaccurate or incomplete data about the User at the commencement of provision of the Services;
  - 12.6.5. Any consequence of breach of obligations by the User regarding the protection of password and access data to the User Account;
  - 12.6.6. Any consequence of the use of the Services.
- 12.7. Both the User and Wrapstock consistently declare that their intent is to limit, as much as possible, Wrapstock's liability in relation to the Services to the User.
- 12.8. Wrapstock and the User have agreed that the extent of damages that may be incurred by the User as a result of one or more breaches of obligations by Wrapstock under these Terms and Conditions is limited to the amount of the Design price.
- 12.9. The User is required to compensate Wrapstock for any damage and non-material damage caused by the User to Wrapstock by its action.
- 12.10. In the event of unauthorized use of the Content of the Website, which must be licensed under the law of the Czech Republic, Wrapstock is entitled to a contractual fine of EUR 2,000.00 (in words: two thousand euros) which the User is obliged to pay within 14 days from the date of delivery of the call for payment.
- 12.11. Payment of the contractual fine pursuant to Article 12.10. shall not affect the Wrapstock's right to compensation for Damage caused by the User.

### **13. PUBLICATION OF THE DESIGN FOR THE PURPOSE OF ITS SALE AND ITS REMOVAL**

- 13.1. Wrapstock undertakes to place the Design publicly within 30 days from uploading the Design by the User to the Website and to ensure that Third Parties have access to the Design and may purchase the Design upon their request.
- 13.2. When publishing Design, Wrapstock shall also indicate the price at which it is offered to Third Parties. The Design price will be indicated in euros.
- 13.3. The User expressly acknowledges that Wrapstock is authorized to modify the Design according to the needs of the Website and Third Parties, and any intervention in the Design may not substantially alter its original image or affect its nature in any way.
- 13.4. Wrapstock is obliged to publish the Design on the site and in such a way that it is easily accessible to all Third Parties who meet the conditions for access to Designs of the similar category.
- 13.5. The User expressly acknowledges that Wrapstock is not entitled to publish on the Website a Design that has been uploaded by the User in violation of Articles 7.11 and 10 Illegal Content of these Terms and Conditions.
- 13.6. Furthermore, the User acknowledges that Wrapstock is not entitled to publish a Design that is not in the correct format, if the Design is poor, also if the Design has incorrectly filled attributes (name, description, tags), is wrongly categorized, does not have adequate price, is similar to other Designs, etc.
- 13.7. Wrapstock is authorized to remove the Design from the Website at any time without giving any reason. It must not do so at a time when a 30-day time runs for the Third Parties to download the purchased Design.
- 13.8. The User may at any time, without giving any reason, ask Wrapstock to remove the Design. The User is not authorized to remove the Design without Wrapstock's approval.

### **14. REIMBURSEMENT OF THE DESIGN PRICE AND PICK UP OF THE REIMBURSEMENT BY THE USER**

- 14.1. By agreeing to these Terms and Conditions, the User agrees that the Design price shall be paid to Wrapstock.
- 14.2. As soon as the Third Party pays Wrapstock the Design price, Wrapstock shall inform the User of this fact to his/her email address by an electronic message stating the information about the Design being sold to the Third Party, including the remuneration that is payable to the User.
- 14.3. From the delivery notice of the payment for the Design by the Third Party to the User, the User is obliged to collect the remuneration within 15 days on the Website in the form of a request for payment of the Design price sent in the form of an electronic message to Wrapstock.
- 14.4. If the User fails to pick up the remuneration for the Design sold within the time limit specified in Article

14.3., such behaviour is considered to be a violation of the User's obligations. After the expiry of the deadline pursuant to Article 14.3., the Design price shall forfeit in favour of Wrapstock as a penalty for violating the User's obligation and shall be used for the development of the Website.

- 14.5. If the time limit is missed under Article 14.3., it may be relieved and the time limit may be extended for the necessary time only for serious reasons and based on Wrapstock's decision. The User acknowledges that the User is not entitled to the relief under Article 14.3. and the time limit extension under these Terms and Conditions. In the event that the User nevertheless asks for the payment of the remuneration after failing to comply with the time limit provided for in Article 14.3, Wrapstock may pay the remuneration to the User, but not in full, however not more than 50% of the remuneration to which the User would have been entitled if the User asked for the payment of the remuneration in due time.
- 14.6. Wrapstock shall send a notice to the User that he/she is not entitled to the remuneration for the reason stated in Article 14.4.
- 14.7. On the basis of arrangements under the Registration, Wrapstock shall issue the relevant accounting document to the User.
- 14.8. Wrapstock is obliged within a period of 14 days from the issuance of the relevant accounting document to pay to the User, by a wire transfer, the amount received from the Third Person for the Design sold less the remuneration payable to Wrapstock.
- 14.9. The User is obliged to communicate his/her bank details (i.e. the data to which he/she wants to be paid for the Design sold) immediately upon registration on the Website and then at each individual request for payment of the Design price.
- 14.10. Wrapstock shall not pay the User an invoiced reimbursement for Design sold before the 14th day from the date of issue of the relevant accounting document.
- 14.11. Wrapstock is entitled to a remuneration of 30% of the price for each Design sold. Therefore, the User acknowledges that the remuneration to which he/she is entitled is stated after deduction of 30% of the price for each Design sold.

## 15. DURATION AND TERMINATION OF AGREEMENT

- 15.1. The Agreement may be terminated by agreement of the User and Wrapstock or by withdrawal from the Agreement in the event of a material breach of obligations under the Agreement by any of the Parties.
- 15.2. The Parties have agreed that a material breach of the obligations arising under the Agreement shall be deemed to be in particular:
  - a) Wrapstock's delay with the publication of the Design on the Website for more than 30 days;
  - b) Wrapstock's delay with the payment of the Design price to the User for more than 30 days;

- c) Intentional disruption to the functionality of the Website or intentional advantage over other Users, except for Users preferred directly by Wrapstock;
- d) the uploading of the Design by the User in violation of Article 10. Illegal Content.

- 15.3. Wrapstock is also entitled to withdraw from the Agreement in the event that the Insolvency or other similar procedure is initiated against the User in which the User loses the power of disposal of his/her (also future) property.
- 15.4. If one of the Parties to the Agreement does not agree with the reason for the withdrawal of the other Party or denies its existence, it is obliged to send its written notification within 10 days of the receipt of the notice of withdrawal. If it fails to do so, it shall be deemed to agree with the reason for withdrawal.
- 15.5. If the eligible Party hereto sets a time limit for the additional performance (which may not be necessary for a substantial breach of agreement), the right to withdraw from the Agreement shall arise only after the expiry of the time limit.
- 15.6. By delivering the withdrawal, the Agreement expires. All the rights and obligations of the Parties to the Agreement shall cease to exist thereby. However, the withdrawal from the Agreement does not affect the claims for damages nor the provisions which, according to the expressed will of the Parties or due to their nature, will continue after the termination of the Agreement.

## 16. FORM OF THE ACCOUNTING DOCUMENT AND TAX PAYMENTS

- 16.1. An accounting document issued for the sale of Design has the necessary essentials in accordance with the relevant regulations of the Czech Republic unless otherwise specified by the User at the time of registration or unless the User has previously provided Wrapstock with a template for such a document that satisfies the User's needs. The document is issued by Wrapstock by way of an entrustment and is in electronic form placed on the Website. The accounting document is provided in portable document format (PDF), which is generally known. For each individual sale of Design, a separate accounting document shall be issued.
- 16.2. The numbering of the document is in the format specified by Wrapstock and contains alphanumeric characters composed in the following sequence: a User's internal number according to his/her registration pursuant to Article 4.3. of these Terms and Conditions assigned by Wrapstock and a serial number of the individual sale document of the particular User's Design within the calendar year. This sequence is an integer continuous ascending line, there are no spaces between the characters.
- 16.3. The document number according to the preceding paragraph is at the same time a variable symbol for payment by Wrapstock to the User.
- 16.4. Wrapstock is not responsible for the payment of the relevant tax or other similar payment, unless the tax

rules in force in the Czech Republic otherwise apply. Tax and related obligations resulting to the User from the sale of Design are his/her responsibility, and Wrapstock is not responsible for their compliance, neither because it is entrusted by the User to issue accounting documents on his/her behalf.

## **17. RIGHTS RELATED TO DEFECTS**

- 17.1. The User is responsible to Third Parties for any defects in Design. Third Parties shall exercise the rights related to defects directly against the User.
- 17.2. Wrapstock is liable only for such Design defects, which result from the Design modification by Wrapstock.
- 17.3. The manner in which the rights related to defect are exercised against the User and Wrapstock is contained in the Specific Terms and Conditions for Sale of Designs.

## **18. MISCELLANEOUS PROVISIONS, FORCE MAJEURE**

- 18.1. If any Party to the Purchase Agreement is prevented from performing or in delay in performing any of its obligations under the Agreement as a consequence of any Event of Force Majeure, the affected Party shall inform the other Party in writing of such event without delay as soon as possible including detailed description of the situation and all other relevant information related to the Event of Force Majeure (including all evidence of such Event of Force Majeure which can be provided) and stating the time for which the duration of such nonperformance or delay in performing can be reasonably expected. The affected Party shall use its best efforts to eliminate or overcome such Event of Force Majeure as soon as possible. If the affected Party has always in full extent and consistently complied with the obligations under this Article, than such Party shall be released from performing its contractual obligations the performance of which has been prevented from the date of notice until the date when such Event of Force Majeure ceases to exist.
- 18.2. An Event of Force Majeure means an obstacle occurring independently of the will of the affected Party preventing it from performing its obligations, if it cannot not be reasonably expected that the affected Party could have averted or overcome such obstacle or its consequences and that the affected Party could have expected such obstacle at the time of assuming the obligation, including but not limited to:
  - a) War, hostilities or war operations (whether the war or hostilities have been declared or not), invasion, acts of foreign enemies and civil war;
  - b) Uprising, revolution, rebellion, revolt, seizure of civil or military government, conspiracy, disorder, civil unrest and acts of terrorism;
  - c) Strike, sabotage, blockade, embargo, import restrictions imposed by the Czech Republic;
  - d) Natural or physical disasters.

- 18.3. The User hereby assumes the risk of change in circumstances within the meaning of Section 1765 (2) of Act 89/2012 Coll., the Civil Code, as amended.

## **19. PROTECTION OF PERSONAL DATA AND COOKIES**

- 19.1. The User will find the information relating to the protection of personal data in connection with Regulation (EU) 2016/679 of the European Parliament and of the Council 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 ("GDPR"), and measures to ensure compliance of Wrapstock's practices with GDPR and related privacy laws at [www.wrapstock.com](http://www.wrapstock.com). The User hereby acknowledges that he/she has become acquainted with this information (rules on the protection and processing of personal data).
- 19.2. The User acknowledges and agrees that when using the Website, Wrapstock will send the User through the Website a file, i.e. cookies that allow to store information about User preferences and also automatically collect certain information and retain them in the files on the Website. This information includes Internet Protocol (IP) addresses, Search Engine Type, Internet Service Provider (ISP), Reference/Home Pages, Operation System, Date/Time data, and Clickstream Data. Wrapstock is authorized to use such information thereby obtained that does not identify individual User, for Website management, for tracking Users on Website, and for collecting demographics data on the User Account. Wrapstock is authorized to assign such data collected to personally identifiable data. IP addresses are associated with personally identifiable data for the distribution of customer types for statistical purposes. In the case of a cookie, the User may set a cookie denial on his/her search engine, in which case access to some or all elements of the Website may be restricted or stopped.

## **20. DELIVERY OF DOCUMENTS**

- 20.1. Notices relating to the User's and Wrapstock's relationships must be delivered in one of the following ways:
  - 20.1.1. By e-mail to valid e-mail addresses of the Parties to the Agreement;
    - 20.1.1.1. The Wrapstock e-mail address is listed below in these Terms and Conditions;
    - 20.1.1.2. The User's e-mail address is listed in the User Account.
  - 20.1.2. Through a publication of a notification in the User's Account.
- 20.2. The day of delivery is the day on which the e-mail was sent to the User or the notification was published in the User account.

- 20.3. The User agrees to use means of remote communication when entering into the agreement relationship. Costs incurred by the User in the use of means or remote communication in connection with the conclusion of the agreement relationship (costs of Internet connection, costs of telephone calls) shall be borne by the User himself/herself. It is not excluded that the Parties in a particular case negotiate a procedure different from these Terms and Conditions.

## 21. FINAL PROVISIONS

- 21.1. If certain provisions of the Agreement are or become, wholly or partially invalid, or if certain provisions are missing in the Agreement, this shall be without prejudice to the other provisions of the Agreement. Instead of an invalid or missing provision, the User and Wrapstock shall agree on such a valid provision that corresponds to the meaning and purpose of the invalid or missing provision. Should any of the provisions of the Agreement prove to be apparent, the effect of this defect on the other provisions of the Agreement shall be assessed in accordance with the provisions of section 576 of Act No. 89/2012 Coll., the Civil Code, as amended. The User and Wrapstock agree that in such case they will immediately initiate negotiations to change such provision in order to make it valid, lawful and enforceable, while at the same time maintaining as much as possible the original intention of the User and Wrapstock regarding the provisions governing the matter in question.
- 21.2. Any disputes between the User and Wrapstock resulting from the Agreement shall first be settled amicably.
- 21.3. Agreements concluded in accordance with these Terms and Conditions are governed exclusively by the Czech law. Other matters not mentioned here are governed by Act No. 89/2012 Coll., the Civil Code, as amended, Act No. 634/1992 Coll., on Consumer Protection, as amended, and other related substantive legal and procedural laws.
- 21.4. Disputes between the User and Wrapstock arising out of or in connection with these Terms and Conditions shall be adjudicated by the competent court, and the User and Wrapstock, in accordance with section 89a of Act No. 99/1963 Coll., the Code of Civil Procedure, as amended, have agreed on the exclusive local jurisdiction of the court of first instance, which is the court located at the place of the Wrapstock's registered office.
- 21.5. The interpretation of individual terms is decisive according to the Czech legal order.
- 21.6. Wrapstock is obliged to make the User aware of these Terms and Conditions in extenso. The current wording of the Terms and Conditions is also published on the Website.
- 21.7. The supervision over the compliance with the obligations arising from Act 632/1992 Coll., on the

Consumer Protection, as amended, is exercised by the Czech Trading Inspection ([www.coi.cz](http://www.coi.cz)). The conditions and ways of contacting the Czech Trading Inspection, as the supervision body, with a complaint are specified on the Webpage [www.coi.cz](http://www.coi.cz). In case of a consumer dispute between Wrapstock and the Customer being in the position of consumer, which dispute cannot be solved by mutual agreement, the Customer shall be entitled to file a motion for extrajudicial settlement in the Czech Trading Inspection.

- 21.8. Wrapstock is entitled to conduct its business on the basis of its Trade Licence. The trade control is performed by the competent Trade Licensing Office. The supervision over the personal data protection is exercised by the Office for Personal Data Protection.
- 21.9. If the relationship established by the Agreement concluded under these Terms and Conditions contains an international (foreign) element, then the Parties agree that the relationship is governed by the Czech law. The consumer's rights arising from generally binding legal regulations shall not be affected by that.
- 21.10. In the business relationship with a foreign User, the version of these Terms and Conditions in the Czech language shall prevail.
- 21.11. Wrapstock contact details: address for service: Zlín, Prštné 627, Postal Code: 760 01, electronic mail address [info@wrapstock.com](mailto:info@wrapstock.com), Tel.: .

These General Terms and Conditions shall come into force on: