

# TERMS AND CONDITIONS

## Company

Martin Kosmák, with registered office Čajkovského 2514, Ústí nad Labem, Česká republika  
ID: 63143186, registered in the Trade Register

These terms and conditions (hereinafter referred to as "Terms and Conditions") of the above-mentioned company (hereinafter referred to as "Lessor") concluded pursuant to Section 2201 et seq. of Act No. 89/2012 Coll., the Civil Code, as amended (hereinafter referred to as "Civil Code"), the mutual rights and obligations of the parties arising in connection with or on the basis of a rental agreement (hereinafter referred to as "Rent Agreement") concluded between the Lessor and another natural person (hereinafter referred to as "Lessee") through the Lessor's online store. The online shop is operated by the Lessor on the website located at [www.digitaltravelstamps.com](http://www.digitaltravelstamps.com) (hereinafter referred to as the "Website"), through the interface of the Website (hereinafter referred to as the "Web Interface").

The Terms and Conditions do not apply to cases where the person who intends to purchase goods from the lessor is a legal entity or a person who acts when ordering goods in the course of his business activities or in the course of his independent performance of his profession.

The provisions of the Terms and Conditions are an integral part of the Rent Agreement. The Rent Agreement and terms and conditions are drawn up in English.

The wording of the Terms and Conditions may be changed or supplemented by the Lessor. This provision is without prejudice to the rights and obligations arising during the period of effectiveness of the previous version of the Terms and Conditions.

## USER ACCOUNT

On the basis of the Lessee's registration on the website, the Lessee can access his interface. From its user interface, the Lessee can make purchases of goods (hereinafter referred to as the "User Account").

When registering on the website and paying for goods (hereinafter referred to as "digital travel stamps"), the Lessee is obliged to provide all information correctly and truthfully. The Lessee is obliged to update the data provided in the user account in the event of any change. The data provided by the Lessee in the User Account and when ordering goods are considered correct by the Lessor.

Access to the user account is secured by a username and password. The Lessee is obliged to maintain confidentiality regarding the information necessary to access its user account.

The Lessor may cancel the User Account, especially if the Lessee does not use his/her User Account or if the Lessee breaches his/her obligations under the Rent Agreement (including the Terms and Conditions).

The Lessee acknowledges that the User Account may not be available continuously, in particular with regard to the necessary maintenance of the Lessor's hardware and software, or the necessary maintenance of the hardware and software equipment of third parties.

## CONCLUSION OF THE RENT AGREEMENT

The web interface contains information about the digital travel stamp, including the price. The prices of the digital travel stamp include value-added tax and all associated fees. Prices of goods remain valid for the time they are displayed in the web interface.

To rent a digital travel stamp, the Lessee clicks on the buy button in the web interface. Before paying to the Lessor, the Lessee is allowed to check the contents of the shopping cart (type, price and total amount). Payment is made by clicking on the "Buy" button. The information provided in the order is considered correct by the lessor. Immediately upon receipt of the order, the Lessor shall confirm this receipt to the Lessee by e-mail to the Lessee's e-mail address specified in the User Account (hereinafter referred to as the "Lessee's Electronic Address").

The contractual relationship between the Lessor and the Lessee is established by the delivery of information on payment, which is sent by the lessor to the lessee by e-mail, to Lessee's Electronic Address.

The Lessee agrees that all mutual communication will be carried out by means of distance communication. The Lessee also agrees to the use of remote means of communication when concluding the Rent Agreement. The costs incurred by the Lessee when using distance communication means in connection with the conclusion of the Rent Agreement (internet connection costs, telephone call costs) shall be borne by the Lessee himself.

#### **PRICE OF GOODS AND PAYMENT TERMS**

The price of the digital travel stamp can only be paid cashless via the STRIPE payment system. In the case of cashless payment, the lessee's obligation to pay the purchase price is fulfilled at the moment the relevant amount is credited to the lessor's account.

The Lessor will send the Lessee a tax document – an invoice – regarding the payments made on the basis of the Rent Agreement. The Lessor is not a payer of value added tax. Tax document – the invoice is issued by the Lessor to the Lessee after payment of the price of the digital travel stamp and sent in electronic form to the Lessee's electronic address.

#### **REFUND POLICY**

The Lessee has the option to withdraw from the Rent Agreement no later than fourteen (14) days after its conclusion. In the event of withdrawal from the Rent Agreement, the Rent Agreement is cancelled from the outset.

In this case, the Lessee can use the section Refund in their User Account where they have the option to withdraw from the Rent Agreement and request a refund. If the Lessee withdraws from the Rent Agreement, the Lessee bears the costs of transaction fees.

#### **DELIVERY OF GOODS**

The delivery of the digital travel stamp is carried out after payment of the price directly on the web interface. The purchased digital travel stamp is displayed in the user account, in the collection section.

The Lessee acknowledges that he does not own the digital travel stamp, but has rented it for the duration of the user account or the operation of the web interface for the paid price.

The Lessor is responsible to the tenant that the digital travel stamp corresponds to the description, type and quantity and is suitable for the purpose for which the Lessee hires it.

#### **OTHER RIGHTS AND OBLIGATIONS OF THE PARTIES**

Consumer complaints are handled by the landlord via e-mail. Complaints can be sent to the e-mail address of the Lessor [office@digitaltravelstamps.com](mailto:office@digitaltravelstamps.com). The Lessor will send information about the settlement of the Lessee's complaint to the Lessee's electronic address.

The Lessee agrees within the meaning of §7 para. 2 of Act No. 480/2004 Coll., on Certain Information Society Services and on Amendments to Certain Acts (Act on Certain Information Society Services), as amended, with the sending of commercial communications by the Lessor to the Lessee's electronic address.

#### **FINAL PROVISIONS**

The Rent Agreement, as well as the rights and obligations arising from or in connection with this Rent Agreement, are governed by Act No. 89/2012 Coll., as amended, the Civil Code and other legal regulations of the Czech Republic.

The Rent Agreement, including the terms and conditions, is archived by the Lessor in electronic form and is not accessible.

Contact details of the Lessor: e-mail address [office@digitaltravelstamps.com](mailto:office@digitaltravelstamps.com). The Lessor does not provide any other means of on-line communication.

Validity and effectiveness from 24. 04. 2024