General Terms and Conditions of XANADU a.s. for Consumers

A) INTRODUCTORY PROVISIONS

1. General Provisions

1.1. These General Terms and Conditions of XANADU a.s., consumer version (hereinafter the "GTC"), govern legal relations arising from contracts concluded between **XANADU a.s.,** Company ID No.: 14498138, registered office at Žirovnická 2389, 10600 Praha 10 – Záběhlice, entered in the Commercial Register kept by the Municipal Court in Prague, Section B, Insert 17555 (hereinafter "**XANADU** a.s." or the "**Supplier**") as the Supplier within the meaning of Article 2 of the GTC, and the Customer within the meaning of Article 2 of the GTC who, when concluding and performing the contract, acts outside the scope of their business activity or independent exercise of their profession. These GTC govern legal relations arising from all purchase agreements, software licence transfer agreements and contracts for work for the performance of a service intervention as defined herein, where XANADU a.s. is the seller, transferor or contractor, unless the parties to a specific contract expressly agree otherwise in writing. The GTC are published on the internet (www.xanadu.cz). The GTC are also available for inspection at all branches of XANADU a.s.

2. Definitions

2.1. "**Contract**" means a purchase agreement, a software licence transfer agreement, or a contract for work for the performance of a service intervention.
2.2. "**Supplier**" means XANADU a.s. acting as seller of goods, transferor of software licences, or contractor.
2.3. "**Customer**" means the buyer, acquirer of software licences, or client, who, when concluding and performing the contract, acts outside the scope of their business activity or independent exercise of their profession.
2.4. "**Service intervention**" means maintenance, repair or modification of an item within out-of-warranty service.
2.5. "**Supply**" means delivery of goods, transfer of software licences, or performance of a service intervention.
2.6. "**Subject of Supply**" means goods, transfer of software licences (including documents necessary for their acceptance and use) and the service intervention. Instead of the term Subject of Supply, these GTC may also use "goods" or "item" or "service intervention".
2.7. "**Place of Delivery**" means the place of delivery of goods, place of installation or handover of software, or place of performance of the service intervention.
2.8. "**Time of Delivery**" means the time of handover of the goods by the Supplier and their acceptance by the Customer (purchase agreement), the time of handover of installed or non-installed software by the Supplier and its acceptance by the Customer (software licence transfer agreement), and the time of handover of the item after the service intervention by the Supplier and its acceptance by the Customer (contract for work for the performance of a service intervention).
2.9. "**Price**" means the agreed price of goods, or consideration for the transfer of software licences or for the service intervention.
2.10. "**Fulfilment of the Supply**" means fulfilment of the Supplier's obligation to deliver the Subject of Supply.
2.11. For the purposes of the GTC, "**Software Licence**" means:
a) the authorisation to exercise the right to use software as defined in Section 12 of Act No. 121/2000 Coll., the Copyright Act, on copyright and rights related to copyright and amending certain laws (the "Copyright Act");
b) title or other right to a copy of the software (computer program) for the purpose of its use, and not for the purpose of its further transfer.
2.12. "Software Manufacturer" means the author of the software or a person authorised to exercise the right to use the work (licence holder within the meaning of the Copyright Act), provided that such authorisation includes the right to reproduce or distribute the original or copies of the work.

3. Conclusion of the Contract, Governing Law

3.1. These GTC apply where a Contract is concluded at any establishment (i.e., business premises) of the Supplier.
3.2. Legal relations between the Supplier and the Customer, including rights and obligations of the parties not expressly regulated by these GTC, are governed by the legal order of the Czech Republic and, within that legal order, in particular by the Civil Code and, where software is supplied, also by the Copyright Act. Application of the United Nations Convention on Contracts for the International Sale of Goods concluded in Vienna on 11 April 1980 (published under No. 160/1991 Coll.) to the Contract and to legal relations between the Supplier and the Customer is excluded.

4. Purchase Agreement

4.1. Under a purchase agreement the Supplier undertakes to deliver the goods to the Customer at the agreed Place of Delivery and to enable the Customer to acquire title, and the Customer undertakes to take delivery of the goods and pay the Price.
4.2. At the Customer's request, the Supplier shall confirm in writing the scope and duration of its obligations in the event of defective performance, stating its name, registered office and identifying particulars and, as appropriate, other data necessary to establish its identity.
4.3. The Customer shall take delivery of the goods at the place specified in the binding order or in the concluded Contract.

5. Software Licence Transfer Agreement

5.1. A software licence transfer agreement is an agreement on the paid transfer of the right to use a copy of software in accordance with the relevant provisions of the Copyright Act.
5.2. The Customer may reproduce, translate, process, adapt or otherwise modify the software and use the software only in accordance with the software manufacturer's licence terms, to which the Customer assented either by opening the original software package or by accepting the "licence agreement" during installation.
5.3. For installation purposes, the Customer undertakes to provide the Supplier with access to the device on which the software is to be installed and with the cooperation necessary for installation.
5.4. The Customer is not authorised to interfere with the software in any way, to copy it or otherwise transform it except as permitted under the manufacturer's licence terms or applicable law. The Customer is not authorised to interfere with the software, its documentation or delivered materials, to reproduce them beyond the authorisations under the Copyright Act or the relevant software licence transfer agreement, in particular to hand them over to third parties, enable their use by third parties, develop computer programs based on the software or use the software as a template in development, all contrary to the relevant software licence transfer agreement or the Copyright Act. Reproduction also includes copying to a hard disk or other data carrier and copying of paper materials.
5.5. The Customer undertakes to return any hardware key or other device protecting against unauthorised use within 30 days from the date on which the Customer's right to use the software, or authorisation to exercise the right to use the software, terminates (e.g., in case of a product upgrade).
5.6. In the event of a conflict between the software licence transfer agreement and the manufacturer's licence terms, the manufacturer's licence terms shall prevail.

6. Contract for Work for the Performance of a Service Intervention

6.1. Under a contract for work for the performance of a service intervention, the Supplier undertakes for the Customer to carry out diagnostics, maintenance, repair or modification of an item, and the Customer undertakes, after completion of the service intervention, to take back the item and pay the Price.
6.2. The Customer shall take back the item at the place specified in the binding order or in the concluded Contract (handover protocol for acceptance of the item for the service intervention).

B) PRE-CONTRACTUAL INFORMATION FOR CONSUMERS

7. A Contract between the Supplier and the Customer may be concluded exclusively at the Supplier's establishments. XANADU a.s. hereby provides the Customer, pursuant to Section 1811 of Act No. 89/2012 Coll., the Civil Code (the "Civil Code"), with the following pre-contractual information:

7.1. Identity (name, Company ID), registered office address, telephone number, e-mail address: XANADU a.s., Company ID No.: 14498138, registered office: Žirovnická 2389, 10600 Praha 10 – Záběhlice; telephone: +420 283 891 154; e-mail: info@xanadu.cz; www.xanadu.cz. Other Supplier establishments: Štrossova 291, 530 02 Pardubice; Fráni Šrámka 5, 709 00 Ostrava; Chelčického 95/15, 370 01 České Budějovice.
7.2. Identification of goods or services and description of their main characteristics: Goods or services are identified, including a description of main characteristics, at selection directly at the Supplier's establishment.
7.3. Total price of goods or services, or the method of calculation if the nature of the goods or services does not allow reasonable prior determination, including all taxes, fees and other similar monetary performance:
7.3.1. The price of goods excluding and including VAT, including all costs, is made available at the Supplier's establishment.
7.3.2. The price of a service intervention is agreed according to the valid price list of service operations, with which the Customer is acquainted before the item is accepted by the Supplier for the service intervention. If, during the service intervention, it is found by the Supplier that costs will exceed the originally agreed price (additional defect found, change in parts prices, etc.), the Supplier shall suspend the intervention and send the Customer a new price for approval. After approval, the service intervention will be carried out for the newly approved price. If approval is not given, the item will be returned to the Customer and the Supplier will invoice the operations carried out to date.
7.3.3. The Customer undertakes to pay the price of goods or services (i) in advance on the basis of a pro forma invoice issued by the Supplier, by transfer to the Supplier's bank account stated therein, with the tax document (invoice) issued by the Supplier reflecting the payment made under the pro forma invoice upon handover and acceptance of the goods/item after the service intervention; or (ii) in cash upon handover and acceptance of the goods, with the tax document (invoice) issued upon handover and acceptance. The Customer undertakes to provide the Supplier without undue delay all cooperation necessary for due and timely fulfilment of the Supplier's obligations arising from the Contract and these GTC.
7.4. Method and time of delivery, delivery costs, complaints handling rules:
7.4.1. Time of delivery: The Supplier undertakes to perform the Supply at the Place of Performance agreed in the Contract and at the Time of Delivery agreed in the Contract. If the Time of Delivery is not agreed, supplies shall be performed according to the Supplier's operational possibilities and those of its contractual partners, as soon as possible. If the goods are not in stock, the time of delivery cannot be determined in advance and may exceed 30 days. The Customer is notified of this in advance to decide whether to place the order under such conditions.
7.4.2. Unavoidable events such as force majeure, superior interventions, transport and customs delays, strikes, lockouts, pandemics, epidemics and resulting restrictions, etc., and circumstances not caused by the Supplier entitle the Supplier unilaterally to extend the Time of Delivery or to withdraw from the Contract.
7.4.3. Upon the Customer's acceptance of the Supply, the risk of loss of and damage to the Supply passes to the Customer.

7.4.4. Before first use of the Supply, the Customer undertakes to familiarise themselves in detail with all rules for its use contained in the manufacturer's and Supplier's manuals and guides forming part of the offer. The Customer undertakes to notify the Supplier in writing of all questions and uncertainties concerning the rules of use without undue delay after reviewing the accompanying documents and not to use the Supply until the Supplier provides an explanation.
7.4.5. Costs of delivery (transport) of goods and any other costs related to acquisition of goods or performance of the service intervention are already included in the price of the goods or the service intervention and are communicated to the Customer pursuant to clause 7.3 of these GTC.
7.4.6. Delivery of goods or handover and acceptance of an item for a service intervention is possible only in person at the Supplier's establishment; in case of personal collection of goods no delivery (transport) charge or personal collection fee is charged.
7.4.7. Complaints may be addressed to: XANADU a.s., Žirovnická 2389, 106 00 Praha 10; e-mail: info@xanadu.cz; telephone: +420 283 891 154.
7.5. Method of payment:
7.5.1. The Customer pays the price of the goods or the price for the service intervention (i) in advance on the basis of a pro forma invoice issued by the Supplier, by transfer to the Supplier's bank account stated therein, with the tax document (invoice) issued by the Supplier reflecting the payment upon handover and acceptance of the goods/item after the service intervention; or (ii) in cash upon handover and acceptance of the goods/item after the service intervention, with the tax document (invoice) issued upon handover and acceptance of the goods.
7.6. Information on rights arising from defective performance, warranty rights, after-sales service and their conditions, and other conditions for asserting such rights:
7.6.1. Defects, scope of liability for defects
7.6.1.1. In the case of a purchase agreement, Sections 2158 et seq. of the Civil Code apply, inter alia. The Supplier is liable to the Customer that the goods are free of defects upon acceptance. In particular, the Supplier is liable that the goods:
a) correspond to the agreed description, type and quantity as well as quality, functionality, compatibility, interoperability and other agreed properties;
b) are suitable for the purpose for which the Customer requires them and which the Supplier has agreed to;
c) are delivered with the agreed accessories and instructions for use, including installation or assembly instructions.
The foregoing shall not apply if the Supplier specifically warned the Customer before conclusion of the Contract that a certain property differs and the Customer expressly agreed to this when concluding the Contract.
7.6.1.2. In the case of a contract for work for a service intervention, pursuant to Section 2615 of the Civil Code, the work is deemed defective if it does not conform to the Contract; the provisions on the purchase agreement apply mutatis mutandis to the Customer's rights arising from defective performance. However, the Customer is not entitled to demand performance of a substitute work where, given the nature of the subject of the work, it cannot be returned or handed over to the Supplier.
7.6.1.3. If a defect appears within 1 year of acceptance, it is presumed that the item was defective at acceptance, unless the nature of the item or defect excludes this. This period does not run during any period in which the Customer cannot use the item, provided the defect was rightly notified.
7.6.1.4. If digital content is to be provided on a continuous basis for a certain period under the Contract, and a defect appears or is notified by the Customer within two years of acceptance, it is presumed that the digital content is provided defectively.
7.6.1.5. The Supplier is also liable for a defect caused by incorrect assembly or installation performed under the Contract by the Supplier or under the Supplier's responsibility. This also applies where assembly or installation was carried out by the Customer and the defect occurred due to a deficiency in the instructions provided by the Supplier or the provider of digital content or a digital content service, in the case of goods with digital elements (i.e., a tangible movable item connected with digital content or a digital content service in such a way that it could not perform its functions without them).

7.6.2. Rights arising from defective performance
7.6.2.1. The Customer may assert a defect that appears in the item within two years of acceptance, or within a longer warranty period if provided or agreed. For a used item, the period under the previous sentence is shortened to 1 year from acceptance.
7.6.2.2. If the subject of purchase is goods with digital elements and the digital content is to be provided on a continuous basis for a certain period, the Customer may assert a defect that appears within two years of acceptance. If performance is to be provided for a period longer than two years, the Customer has rights in respect of defects occurring during that period.
7.6.2.3. If the item has a defect, the Customer may demand its removal. At their choice, the Customer may demand delivery of a new defect-free item or repair, unless the chosen method is impossible or, compared to the other method, disproportionately costly; this shall be assessed in particular with regard to the significance of the defect, the value the item would have without the defect, and whether the defect can be removed by the other method without major inconvenience for the Customer. The Supplier may refuse to remove the defect if it is impossible or disproportionately costly, in particular with regard to the significance of the defect and the value the item would have without the defect.
7.6.2.4. The Supplier shall remove the defect within a reasonable time after notification so as not to cause significant inconvenience to the Customer, taking into account the nature of the item and the purpose for which the Customer purchased it. The Supplier shall take over the item for defect removal at its own expense. If removal requires dismantling of the item whose assembly was carried out in accordance with its nature and purpose before the defect appeared, the Supplier shall dismantle the defective item and assemble the repaired or new item or reimburse the related costs. If the Customer does not take back the item within a reasonable time after being informed by the Supplier that it may be collected after repair, the Supplier is entitled to storage charges; if the amount is not agreed, the usual amount shall apply.
7.6.2.5. The Customer may demand a reasonable price reduction or withdraw from the Contract if
a) the Supplier refused to remove the defect or failed to remove it in accordance with the preceding paragraph;
b) the defect recurs;
c) the defect constitutes a material breach of the Contract; or
d) it is apparent from the Supplier's statement or the circumstances that the defect will not be removed within a reasonable time or without undue inconvenience to the Customer.
A reasonable reduction shall be determined as the difference between the value of the item without defect and the defective item received by the Customer. The Customer may not withdraw from the Contract if the defect is insignificant; it is presumed that a defect is not insignificant. If the

Customer withdraws from the Contract, the Supplier shall refund the purchase price without undue delay after receiving the item or after the Customer proves that the item has been sent.
7.6.2.6. The Customer has no rights from defects if the Customer knew before acceptance that the item (goods) had a defect, or if the Customer caused the defect. Wear and tear resulting from normal use, or in the case of a used item wear corresponding to its previous use, is not a defect.
7.6.3. Quality warranty
The Supplier provides a quality warranty exclusively for the delivery of goods under a purchase agreement. The warranty period is 24 months unless a different warranty period is agreed or unilaterally provided (e.g., stated on the delivery note, tax document, etc.) or unless the warranty is excluded. If the goods, their packaging, the manual or other documentation states a lifetime, durability or period of use that expires earlier than the 24-month warranty, the warranty period shall be limited to such lifetime, durability or period of use stated on the goods, packaging, manual or other documentation. The quality warranty runs from the date the goods are handed over to the Customer. If the goods are to be commissioned by an entity other than the Supplier, the warranty runs from commissioning, provided the Customer ordered commissioning within three weeks of acceptance and duly and timely provided the necessary cooperation. The warranty covers material defects and functional defects.
7.6.4. Warranty exclusions
7.6.4.1. The warranty does not cover defects of the Supply caused by: the Customer's fault; use contrary to the manufacturer's or Supplier's instructions; continued use of damaged or incomplete (including same-type goods with different product or serial numbers) Supply; failure to perform regular user checks and maintenance per the manufacturer's (in any form, in particular the enclosed manual) and Supplier's instructions; incorrect installation by the Customer; improper storage; misuse; computer viruses; use of consumables not corresponding to original specifications; interventions by a person not authorised to service, unless the Customer proves that such handling did not cause the defect. The Supplier is not liable for damage caused by third parties, atmospheric discharges in the power network, electrostatic discharge, connection to a power network not conforming to the relevant standards, or chemical effects. The warranty also does not cover damage due to natural disasters, vandalism, weather effects, operation under extremely unusual conditions (excessive dust, humidity, etc.) or in aggressive environments. The warranty does not cover damage due to excessive mechanical wear. The warranty further does not cover wear parts such as print heads, ribbons, type wheels, toners and other similarly wearable or consumable materials where damage occurred due to normal wear. The warranty does not cover malfunctions of the original software installed by the Supplier or manufacturer caused by Customer or third-party interventions in the installed software settings.
7.6.4.2. The Supplier expressly points out that liability for defective performance and the quality warranty do not cover wear and tear caused by normal use of the goods (item) and cannot be confused with the lifetime or durability of the goods (item). If the packaging contains or the Subject of Supply or its part or component is a consumable (e.g., cartridge, toner, print head, bulb, fluorescent tube, discharge lamp, battery), its lifetime is stated on the product, its packaging, the manual, etc.; if no such lifetime is stated, the lifetime is 6 months.
7.6.4.3. The Supplier does not warrant compatibility of the Supply with other devices and software applications where such functionality was not expressly required by the Customer.
7.6.4.4. Data storage devices are technical devices with objective and random failure rates. The Supplier is therefore not liable for damage caused by data loss due to failure of such devices. The Supplier recommends preventive backups to reduce the risk of data loss.
7.6.4.5. For any Supply sent for repair, the Customer must keep copies of important data, as data may be lost or damaged during repair. The Supplier is not responsible for lost or damaged data during repair which the Customer could have backed up beforehand.
7.6.4.6. Immediately upon delivery of the Supply, before starting to use it, the Customer must check completeness, defect-free condition and functionality of the Supply, including checking product and serial numbers of products and numbers stated on the delivery or warranty note.
7.6.4.7. Where no defect claimed by the Customer is found in the Supply or the specific claimed parts, the Supplier may invoice the costs of testing and return transport to the Customer.
7.6.4.8. If a complaint is justified, the Customer is entitled to reimbursement of costs associated with asserting the defect (complaint), in particular postage (sending goods to the Supplier and back).
7.6.4.9. Claims under a software licence transfer agreement: For a Supply consisting of a software licence transfer, the Supplier's warranty applies exclusively to physical unreadability of media and failures of hardware accessories to the software (HW key, etc.) and does not cover software functionality. All warranties regarding software functionality arise exclusively from the manufacturer's "licence agreement". The Customer has the right to claim removal of a defect covered by the warranty; this does not apply to software functionality, which is governed by the software manufacturer's "licence agreement".

7.6.5. Procedure for asserting defects
7.6.5.1. Handling of complaints: The Customer may assert rights from defects with the Supplier. For this purpose, the following contacts may be used: telephone: +420 283 891 154; e-mail: info@xanadu.cz; address: Žirovnická 2389, 10600 Praha 10; or any Supplier branch (contact details and addresses are stated in Part B) clause 6.1 above and at www.xanadu.cz under "Contacts").
7.6.5.2. For any complaint, the warranty certificate or delivery note for the goods whose defects are claimed must be presented, or a protocol on the service intervention.
7.6.5.3. When a defect (complaint) is asserted in person, the Supplier shall issue the Customer a written confirmation stating the date the right was asserted, the content of the complaint, the method of handling requested by the Customer, and the Customer's contact details for the purpose of informing on the handling; further, confirmation of the date and method of handling, including confirmation of the repair and its duration, or a written justification of rejection. If the complaint is asserted by e-mail or letter stating an e-mail address, the confirmation with the above particulars will be sent to the Customer by e-mail or post.
7.6.5.4. Unless a longer period is agreed with the Customer, the complaint, including defect removal, must be handled and the Customer informed thereof within 30 days from asserting the complaint; where the subject of the Contract is provision of digital content, including digital content delivered on a tangible medium, the complaint must be handled within a reasonable time with regard to the nature of the digital content and the purpose for which the Customer required it. After futile expiry of the period under the previous sentence, if the complaint is justified, the Customer may withdraw from the Contract or demand a reasonable price reduction. The period for handling the complaint including defect removal does not

apply to quality warranty to the extent of that part of the warranty exceeding 24 months. In such case, futile expiry of the period does not entitle the Customer to withdraw from the Contract or demand a price reduction for that reason.
7.6.5.5. If the Supply is handed over to the Supplier for repair or for assessment of the justification of the complaint, the warranty period is extended by the time of repair and assessment. If the Supply is replaced, a new warranty period starts.
7.6.5.6. Notice: The Supplier advises the Customer to back up and secure, at their own expense, all data stored on the complained goods before handing them over to the Supplier for handling the complaint (rights from defects), so as to prevent misuse or damage. The Supplier is not liable for any loss, damage or misuse of data stored on the complained goods.
7.6.5.7. If a complaint is justified, the Customer is entitled to reimbursement of costs associated with asserting the defect (complaint), in particular postage (sending goods to the Supplier and back).

7.7. After-sales service and its conditions
7.7.1. The Supplier provides after-sales service within the scope of rights from defective performance and the quality warranty. After-sales service beyond that scope is provided only on the basis of the Customer's express request made after purchase of the goods, and to the extent and under conditions individually agreed between the Supplier and the Customer under a contract for work for a service intervention.

7.8. Information on the duration of the obligation and termination conditions where the contract is to be concluded for an indefinite term or the obligation is to be automatically extended
7.8.1. Contracts concluded under these GTC with the Supplier are not contracts for an indefinite term nor contracts with automatic extension; therefore the duration of the obligation and termination conditions are not stated.

7.9. Information on the functionality of digital content, digital content services and goods with digital elements, including technical protective measures
7.9.1. These data are available to the Customer at the Supplier's establishment in the description of the goods, with which the Customer is acquainted before conclusion of the Contract or placing a binding order.

7.10. Information on the ability of digital content, digital content services and goods with digital elements to operate with hardware and software typically used with such content/services/goods (compatibility), without conversion, or with other hardware and software than typically used (interoperability), known to the trader or reasonably expected to be known:
7.10.1. To the extent known to the Supplier from available information, such data are available to the Customer at the Supplier's establishment in the description of the goods, with which the Customer is acquainted before conclusion of the Contract or placing a binding order.

7.11. Information on any obligation to pay a deposit or similar payment, if required, and its conditions
7.11.1. Payment of the full amount including VAT is made in cash at the Supplier's establishment upon acceptance of the goods/item after the service intervention. If agreed between the Supplier and the Customer, payment of the full amount including VAT may be made in advance by deposit before delivery of the goods to the Customer or before handing back the item to the Customer after the service intervention, on the basis of a pro forma invoice sent or handed to the Customer. Payment is made to the Supplier's account stated on the pro forma invoice, which is sent to the Customer's e-mail or handed over at the Supplier's establishment.

7.12. Information on the existence, manner and conditions of out-of-court settlement of consumer disputes, including whether a complaint may be filed with a supervisory authority or state supervision body
7.12.1. Under Act No. 634/1992 Coll., on Consumer Protection, the Customer has the right to out-of-court settlement of a consumer dispute arising from the Contract. The body authorised to carry out such settlement is the Czech Trade Inspection Authority. Its website with detailed information is: www.coi.cz.
7.12.2. Out-of-court settlement of a consumer dispute is initiated exclusively upon the Customer's proposal and only if the dispute could not be resolved directly with the Supplier. The proposal may be filed no later than 1 year from the date the Customer first asserted the right that is the subject of the dispute with the Supplier.
7.12.3. In cross-border disputes, the European Consumer Centre Czech Republic assists consumers in accessing the relevant alternative dispute resolution body.
7.12.4. The Customer may also submit a proposal via the EU online dispute resolution platform available at http://ec.europa.eu/consumers/odr/. Only a consumer residing in the EU may file a proposal there against a trader established in the EU.
7.12.5. The Supplier is authorised to trade on the basis of a trade licence. Trade supervision is carried out, within its competence, by the relevant Trade Licensing Office.

C) PERSONAL DATA PROTECTION

8. Information on the Processing of Personal Data

8.1. Processing of personal data is governed by Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016 on the protection of natural persons with regard to the processing of personal data and on the free movement of such data, repealing Directive 95/46/EC

(General Data Protection Regulation) effective from 25 May 2018 (the "Regulation").
8.2. As controller, the Supplier is entitled to process all personal data provided by the Customer, i.e.:
a) data enabling clear and unmistakable identification of the Customer or a person acting for the Customer (e.g., name, surname, residential address or permanent address; or, for a Customer who is a natural person-entrepreneur, name, surname, registered office, Company ID, VAT ID, other data evidencing business activity or registration); and data enabling contact with the Customer (e.g., contact address, phone number, e-mail address and similar data),
b) other data (e.g., bank details, data on agreed deliveries of goods and use of services, or any other personal data contained in communications with the Customer),
c) to process such data without the Customer's consent, as they are processed for the purposes of:
d) fulfilment of the Contract (in particular delivery of goods, including through a third party, i.e., the Supplier's store/establishment),
e) fulfilment of the Supplier's legal obligations (in particular obligations regarding accounting, tax administration, archiving, handling complaints, refunding price in case of withdrawal, etc.),
f) protection of the Supplier's or a third party's legitimate interests (in particular evidence of contract conclusion, proper performance of the Contract and obligations thereunder, such as delivery of goods, handling complaints, receipt/refund of price; and generally for surveying Customer satisfaction and communication).
8.3. Provision of the above personal data is entirely voluntary; however, without such provision it is not possible to conclude the Contract and the Supplier cannot perform the Contract, comply with its statutory obligations or protect its legitimate interests or those of third parties.
8.4. Processing of personal data is carried out by the Supplier at its registered office or establishments by authorised employees of the controller or by processors.
8.5. Processing takes place both by automated means using IT and manually, subject to control, technical and security mechanisms ensuring maximum possible protection of processed data against unauthorised access or transfer, loss or destruction, as well as other misuse.
8.6. The Supplier provides, or may provide, personal data to:
a) the Supplier's contractual partners, especially entities providing services to the Supplier in relation to Customers, or entities arranging or coordinating the sending of messages;
b) state authorities or other entities in fulfilment of statutory duties under special regulations, in particular public administration authorities, courts, supervisory authorities;
c) other entities where necessary to protect the Supplier's rights, e.g., legal representatives, tax advisers.
All entities to whom personal data may be disclosed respect the right to privacy and are obliged by law or by contracts with the Supplier to proceed in accordance with applicable personal data protection legislation.
8.7. The Customer (natural person) as data subject has the right to request from the Supplier access to personal data, their rectification or erasure, or restriction of processing, to object to processing, and the right to data portability, as well as the right to be informed of personal data breaches.
8.8. The Customer (natural person) as data subject also has the right to lodge a complaint with the supervisory authority, i.e., the Office for Personal Data Protection, Pplk. Sochora 27, 170 00 Praha 7, www.uoou.cz.
8.9. Contact details of the Supplier as controller: Phone: +420 283 891 154; E-mail: info@xanadu.cz; Address: Žirovnická 2389, 106 00 Praha 10

These General Terms and Conditions of XANADU a.s. for Consumers, version 7.0, are effective from 01.11.2025.