

## **MARIOBEKY Terms & Conditions 1.7**

### **Including the General Data Protection Regulation (GDPR) issued by European Union**

#### **I. Essentials**

These terms and conditions apply to normal commercial cooperation between buyer and seller - Mgr. Mario Béky, Hrádza 83, 976 57 Michalova, Slovakia.

By placing an order the buyer confirms that he is familiar with these terms and conditions and that agrees with them. The buyer is notified sufficiently about these terms and conditions and has the opportunity to become acquainted with them before placing an order.

#### **The official website**

<https://www.mariobeky.com> – all details described below in section II. General Data Protection Regulation (GDPR) and the privacy policy

#### **The seller**

Mgr. Mario Béky, registered on Tax ID: 1081122779, through the Tax Office in Banska Bystrica, Slovakia (hereinafter referred to as the seller).

- Seller is a publisher and distributor of the series of books called “Performance pocket guides” and others, for example “Golf The Easy Way”, “Tennis Pocket Psychology”, “Professional Yardage Book” in all language, printing or digital variations of these products. Seller also customizes and sells clothing products such as t-shirts, hoodies, hats and similar. All the clothing products are acquired from mutual purchase agreement with Czech company ADLER Czech, a.s. who complies with OEKO-TEX STANDARD 100. The seller is not a trading company.
- selling of all products is always carried out on an individual agreement between the seller and the buyer
- seller reserves the right to offer variable conditions on warranty of specific products, for example custom made products such as customized clothing. The warranty conditions are specifically described by every product on the official website <https://www.mariobeky.com>

#### **The buyer**

The buyer is a consumer or business/entrepreneur (hereinafter referred to as the buyer) who purchased/paid for the product.

**The consumer** is a person who, in concluding and implementing the contract, does not act within his trade or business or in a separate profession. Consumer at the start of business relationship gives the seller only its contact information, necessary for the smooth execution of the order that wants to be listed on the purchase documents.

**Business/entrepreneur** means a person registered at Companies Register (mainly companies) - wholesale.

## **II. General Data Protection Regulation (GDPR) and the Privacy policy**

The Seller declares that all personal information is confidential, will be only used for achieving the execution of the contract with the buyer and will not be disclosed in any other way provided by third party and so on. With the exception of the situation related to the distribution or payment transfers relating to the goods ordered (notice the name, email address and address delivery and optionally a telephone number). Personal data that are provided by the buyer to the seller in order to fulfill

orders are collected, processed and stored in accordance with the laws of the Slovak Republic on Protection of Personal Data as amended. The buyer gives the seller his consent to the collection and processing of personal data for purposes of satisfying the concluded contract of sale of the subject, and until his written statement of disagreement with this treatment. The buyer has the right of access to his personal data and the right to rectify including additional statutory rights to this data. The Seller declares that all private info will remain private therefore we do not disclose it in or any other way provide to third party.

## **GDPR compliance**

**What personal information do we collect?** We collect the name of customers, the address, the email address, optionally a telephone number for billing and shipping. Customers can decide if these two addresses are separate. For Newsletter subscribers we collect the name of a subscriber and the email address. Subscribers must comply and activate their subscription before we will send them any additional info. We do not collect any sensible information (such as health information) from our clients, internet customers, newsletter subscribers or any other people within selling contract.

**How and why we collect it?** We collect it via form A. customers – either before purchase when they can register without ordering anything or after putting products in the shopping cart. B. subscribers – from the footer widget (a form on the bottom of any of our pages). This is because we need to know for A. customers where to send products they ordered and B. subscribers the email addresses where to send the news for they did subscribed. The customers or the subscribers can opt out from this connection at any time.

**How do we use it?** The data is securely stored in the HTTPS protected database provided by our web service provider.

**How do we secure it?** We are using secured database services by our website provider WebSupport, s.r.o.

**Who is our website and SSL security certificate provider?** Our website provider and data controller is WebSupport, s.r.o. Staré Grunty 12 841 04 Bratislava Slovensko IČO: 36 421 928 IČ DPH: SK2021869234 DIČ 2021869234 Register: Okresný súd Bratislava I Vložka číslo: 63270/B. The SSL certificate is provided through WebSupport, s.r.o. by the certificate authority DOMENY.PL sp. z o.o.

**Are any third parties with access to personal information?** We do not provide any of our customers or subscribers information to any third party. The 2 payment gateways required for money transfer when buying products from our website are following – 1. PayPal, Payment Service Provider. PayPal (Europe) S.à r.l. et Cie, S.C.A. (R.C.S. Luxembourg B 118 349) and 2. Paylike ApS, P. O. Pedersensvej 14, Aarhus, Denmark. We do not have information that any third party could have access to the secured info we are collection from our customers or subscribers.

**Do we use cookies?** Yes, as almost any other website in the world we do use cookies to collect data from our visitors, customers, subscribers to improve the functionality of this website. Before we do so we offer the possibility for them to either comply or to opt out at any time. The detailed description is posted below and at following link - <https://www.mariobeky.com/privacy-policy-cookies-policy/>

**How users can control any aspects of this?** Users (customers or subscribers) can opt out at any time from this experience.

**How can users change, delete or correct their data?** They can do it at any time and at any page when browsing our website in the following way. In the website's top menu under SHOP is a scroll down option of accessing MY ACCOUNT. In MY ACCOUNT users can change, delete or correct their data.

**What provided data is mandatory?** All the data that is required for processing for example the orders is marked as REQUIRED.

**Do we transfer data internationally?** No, we do not. We are company based in Slovakia. Our website service provider WebSupport, s.r.o. is also based in Slovakia. Our data is stored in Slovakia, Europe and we do not have any information whether the collected data is transferred internationally.

**What's our legal basis for processing data?** All users must give consent to have data processed for the specific purpose/s. Processing is necessary for pursuing a legitimate interest.

### **Cookie policy**

Our website uses cookies, as almost all websites do, to help provide you with the best experience we can. Cookies are small text files that are placed on your computer or mobile phone when you browse websites

#### **Our cookies help us**

- Make our website work as you'd expect
- Save you having to login every time you visit the site
- Remember your settings during and between visits
- Improve the speed/security of the site
- Allow you to share pages with social networks like Facebook
- Personalise our site to you to help you get what you need faster
- Continuously improve our website for you
- Make our marketing more efficient (ultimately helping us to offer the service we do at the price we do)

#### **We do not use cookies to**

- Collect any personally identifiable information (without your express permission)
- Collect any sensitive information (without your express permission)
- Pass data to advertising networks
- Pass personally identifiable data to third parties
- Pay sales commissions

#### **Granting us permission to use cookies**

If the settings on your software that you are using to view this website (your browser) are adjusted to accept cookies we take this, and your continued use of our website, to mean that you are fine with this. Should you wish to remove or not use cookies from our site you can do this according to detailed description of your own web browser, however doing so will likely mean that our site will not work as you would expect.

#### **We use cookies to make our website work including:**

- Making our shopping basket and checkout work

- Determining if you are logged in or not
- Remembering your search settings
- Remembering if you have accepted our terms and conditions
- Showing you which pages you have recently visited
- Allowing you to add comments to our site
- Tailoring content to your needs

There is no way to prevent these cookies being set other than to not use our site.

### **Social Website Cookies**

So you can easily “Like” or share our content on the likes of Facebook and Twitter we have included sharing buttons on our site.

Facebook - Privacy Policy

The privacy implications on this will vary from social network to social network and will be dependent on the privacy settings you have chosen on these networks.

### **Anonymous Visitor Statistics Cookies**

We use cookies to compile visitor statistics such as how many people have visited our website, what type of technology they are using (e.g. Mac or Windows which helps to identify when our site isn't working as it should for particular technologies), how long they spend on the site, what page they look at etc. This helps us to continuously improve our website. These so called “analytics” programs also tell us if , on an anonymous basis, how people reached this site (e.g. from a search engine) and whether they have been here before helping us to put more money into developing our services for you instead of marketing spend.

### **Turning Cookies Off**

You can usually switch cookies off by adjusting your browser settings to stop it from accepting cookies. Doing so however will likely limit the functionality of our's and a large proportion of the world's websites as cookies are a standard part of most modern websites

### **List of cookies used on MARIOBEKY.COM**

1. PHPSESSID - Domain/www.mariobeky.com. Lifetime/ The cookie is only valid during current browser session. The system will erase it when you close browser. This is a session cookie.
2. pll\_language - Domain/www.mariobeky.com. Lifetime/This cookie expires 365 days after your last visit on the website. This is a persistent (long term) cookie.
3. popup\_cookie - Domain/www.mariobeky.com. Lifetime/This cookie expires 1 day after your last visit on our website; This is a persistent (long term) cookie.
4. \_pinterest\_cm - Domain/pinterest.com. Lifetime/This cookie expires 365 days after your last visit on our website. This is a persistent (long term) cookie. This is a third party cookie.
5. woocommerce\_cart\_hash - Domain/www.mariobeky.com. Lifetime/ The cookie is only valid during current browser session. The system will erase it when you close browser. This is a session cookie.

### **III. The purchase agreement**

The purchase agreement between the seller and the buyer is always based on individual agreement - reading, comprehension and acknowledgment the Terms & Conditions posted at <https://www.mariobeky.com>. The purchase agreement is based on the general price list applicable equally to all buyers and additional charges resulting from the individual buyer's requirements. Additional charges are calculated from the method of shipping, packaging forms and individual discounts. The purchase contract arises on the day of the order with confirmation by the buyer. Relationships and any disputes arising under the contract shall be resolved exclusively in accordance with applicable law and the Slovak Republic.

#### **IV. Ordering**

The buyer gets the goods at the price applicable at the time of ordering. The buyer has the option before making the order to familiarize with the total price including VAT and all other charges (shipping and packing etc.). This price will be listed in the order and report acknowledging receipt of order of the goods. The buyer has the option before making orders aware of the fact how long the offer or the price remains valid. In case when the buyer orders special type of product or goods that are not in stock, the seller will notify to the buyer in advance by phone or e-mail about price and shipping date. By confirming the Terms of Business, the buyer declares that he has measured all the measurements on his own body according to the Size of Clothes Table – <https://www.mariobeky.com/apparel-size-chart/>.

An order can be placed by A. e-mail contact - [mail@mariobeky.com](mailto:mail@mariobeky.com); B. via internet page <https://www.mariobeky.com> (through individual agreement) or C. otherwise - through partnership agreements.

#### **Cancellation of an order**

Order cancellation is possible until the moment of confirmation of the order by the seller. The buyer will be informed about cancellation of order via email contact.

#### **V. Methods of payment**

- Direct bank transfer – IBAN SK431111000001259704001
- PAYPAL (when ordering via [www.mariobeky.com](http://www.mariobeky.com) or else)
- Paylike ApS, payment gateway (when ordering via [www.mariobeky.com](http://www.mariobeky.com) or else)
- Cash on receipt with personal delivery (according to individual agreement)
- Cash on delivery (only in a personal agreement between buyer and seller)

Each consignment includes an invoice - tax document, which also serves as a warranty card.

#### **VI. Terms of delivery**

Personal Pickup: buyer can receive the goods in person at the address of the seller.

Personal Delivery: The goods may be delivered in person - based on individual order and individual mutual agreement.

#### **Shipping service**

Goods can be sent to the buyer via shipping service worldwide with – Slovenská pošta, a.s. (Slovak Post), courier service or by personal delivery (with individual request). Cost of transport is dependent on the current price list of shipping services at the date of the order.

A buyer is obliged to immediately check the delivery with the carrier status of the consignment according to the enclosed packing slip. The buyer is entitled to accept or to refuse the delivery, which is not in conformity with the contract of the consignment; for example incomplete or damaged package. If the package contains damaged items it is necessary for buyer to describe the damage to the carrier handover protocol. It is necessary to fill damage protocol of the consignment and send it to the shipping company that provides transport. Additional complaints about incompleteness (or external damage) of shipment does not relieve the buyer's right to complain, but give the seller the opportunity to demonstrate that there was no conflict with the contract.

### **Personal pickup**

Buyer can pick up the goods in person, and then he will be charged no delivery fee. Personal pickup takes place in the town Brezno / Slovakia. Buyer who is choosing the delivery in person agrees to collect the goods in person within 14 days from the order confirmation, otherwise his goods will be sent by a mail via Slovak Post (to address he stated in information connected the the purchase). There will be charged the delivery fee in accordance with standard prices of Slovak Post (valid on the day of departure) – the shipment in the form of cash on delivery with the payment of the consignor.

### **Delivery time**

Delivery time is determined for each product separately and will be listed in the price offer or in general info of individual product. Delivery time depends on the amount of pieces in stock and country where are the goods shipped to. Shipping time can be verified by phone +421 907 503 149 or by an e-mail [mail@mariobeky.com](mailto:mail@mariobeky.com). Delivery depends on the country of delivery. For Slovakia - usually within 2 days, for the Czech Republic usually within 4 days, for EU countries usually in 7 days, to other countries in the world usually 7 or more days after the order confirmation. Goods are shipped only on working/business days.

### **VII. The warranty period**

On all goods sold is given the statutory warranty period of 12 months commencing on the day of receipt of goods to customers, unless stated otherwise.

#### **The seller guarantees the buyer:**

- compliance of rates which was valid at the time of dispatch order by buyer
- delivery of goods in such quantity and the version in which it was stated on the order
- attached invoice if buyer not welcoming otherwise

#### **Seller is not responsible for:**

- late delivery of goods caused by deliverer (mail, shipping company)
- late delivery of goods caused by incorrect address given by the recipient
- damage caused by a fault deliverer (post, courier); visibly damaged goods (damaged packaging package, etc.).

### **VIII. Membership Mario Beky Academy (Online Courses)**

Online courses at Mario Bely Academy (hereinafter referred to as the as MBA) part of product list are accessible through registering and logging in at <https://www.mariobeky.com>. Duration of access to the online course:

- Basic (Advanced) level – 1 year access;
- Professional level and Ultimate level – unlimited access;

The final value and number of gifts also referred as supporting tools for students in MBA may vary. The number of items as well as the value is at least as referred in this section.

### **Supporting tools**

Supporting tools that buyer receives after enrolling into MBA:

- Basic Level – 5 gifts / value 49€ or more; support in frequently asked questions;
- Professional Level – 24 gifts / value 249€ or more; private email support with 24-hour response time; access to the private Facebook coaching group of students of MBA;
- Ultimate Level – 35 gifts / value 1000€ and more; private email support and additional private call link with 24/7 direct access; access to the private Facebook coaching group of students of MBA; 12 live coaching calls;

### **Live coaching calls**

Live coaching calls (hereinafter referred to as the as LCC) are exclusively available for students of Ultimate Level Of Mental Game only. The buyer can reserve a coaching according the coaching calendar available on <https://www.mariobeky.com> or via personal agreement with MBA headquarters. LCC are operated with certified MBA training instructors. The duration of each LCC is at least 45 minutes. If the LCC was canceled or interrupted unexpectedly or with mutual agreement of buyer and instructor, the buyer has the right to book another time to make the LCC in the duration of the minutes which left to finish the LCC.

Memberships in MBC is untransferable to another third party member. Membership in level of specific sport is connected to this sport. E.g. Buyer / player who purchased Basic Level of Mental Game Online Course Of Golf doesn't automatically inherits access to the same or higher level in Tennis or other Basic Level of Mental Game Online Course. The buyer is not allowed to copy or distribute content of the MBA in any form without written consent of respectful owner – Mgr. Mario Beky Buyer must do all necessary procedures to protect access to his / her account at MBA in order to prevent accessing it by another person as the person to on who's name it was registered to. If buyer finds proof or indication that his / her access to the MBA has been compromised, he / she must inform seller about this behavior. In the case of behavior of the buyer that conflicts seller's rights and demands, seller can press legal charges against the buyer.

### **Bring a friend upgrade / online course free upgrade of the online course level**

Buyer is eligible to free upgrade of the online course level in MBA by following conditions:

- free upgrade is possible only from transitioning from Basic level to Professional (Advanced) level;
- the other person must purchase the same or higher level of the course of the same sport and must refer with buyer's name and email address with which the buyer made the initial purchase;
- the other person can't apply for refund / money back guarantee within period of 14 days. The online course free upgrade can be initiated only after this period;
- buyer's online course free upgrade doesn't include supporting tools of the level to which he /she was upgraded by bringing the other person;
- buyer can't apply for money back guarantee by requesting of monetary value of the level to which he /she was upgraded for free / by bringing the other person;
- the other person is fully eligible of applying the money back guarantee by requesting of monetary value of the level he / she purchased;
- if the other person will apply for the Improvement Money Back Guarantee and his demand is approved by the seller, the buyer (who brought a friend to MBA) is downgraded to the initial online course level of the MBA;

## **Mental Game Training Programs**

Mental Game Training Programs (hereinafter referred to as the as MGTP) are the same versions of programs offered in individual MBA programs but adjusted for the needs of a teaching golf professional or tennis coach (hereinafter referred to as the as TP) has 3 options for increasing own portfolio of services. Option 1. TP offers the online lessons of MBA as part of own teaching portfolio without any reward. TP has no expenses and his / her students pay only the reduced price as they would pay in regular MBA. Option 2. TP offers the online lessons of MBA as part of own teaching portfolio with reward. TP has no expenses and his / her students pay only the reduced price as they would pay in regular MBA. The reward is described in the undisclosed conditions that receives TP only. Option 3. TP is trained to become MBA instructor and manages all mental game training lessons with own students independently.

## **IX. Mario Beky Club**

Mario Beky Club (hereinafter referred to as the as MBC) is club that connects members with access to the premium content of sport psychology. Until 19<sup>th</sup> of September 2019 there are 3 club memberships open and they include following features:

- Bronze Golf Club Membership – full access Masterclass Library (all posts, videos and transcriptions of all webinars; discount of 5% on all products (exceptions not included); support in frequently asked questions;
- Silver Golf Club Membership – full access Masterclass Library (all posts, videos and transcriptions of all webinars; discount of 25% on all products (exceptions not included); individual email support; access to the private Facebook group; full access to Academy 365 (everyday mental game tips) ;
- Golden Golf Club Membership – full access Masterclass Library (all posts, videos and transcriptions of all webinars; discount of 50% on all products (exceptions not included); private email support with 24/7 direct access; access to the private Facebook group; full access to Academy 365 (everyday mental game tips); live coaching calls;

Member / buyer of the Golden or higher membership receives access to available Professional Level Of Mental Game online course of a sport that he / she chooses. This includes free shipping of all supporting tools mentioned section Membership Mario Beky Academy / Supporting tools of this document.

## **Cancelation of MBC membership**

Member / buyer must comply to all conditions described in section Money Back Guarantee. Additionally, the buyer is not allowed to demand monetary value of the online course that he /she received as a part of MBC membership. This must be done following way:

- member / buyer must inform seller about his / her intention to cancel membership within 14 days of purchasing the membership;
- seller must return full monetary value of the membership that is requested to be canceled - cancelation fee of 10% of the purchased membership level;
- member / buyer must return all supporting tools / gifs in undamaged state within period of 14 days of confirmation of cancelation of membership by the seller ;

## **X. Money Back Guarantee**

Seller offers 2 main types of money back guarantee. They are not connected together nor to every product seller offers.

## **Standard money back guarantee**



According to the legislation of the European Union, every seller has the right to return a standard product made by internet (ecommerce) purchase within 14 days without reason. After informing the seller, which should happen within 14 days after purchase, the buyer has another 14 days to return the product. The seller must give the buyer a refund within 14 days of receipt of their cancellation. Delaying the refund is allowed if the seller hasn't received the product or evidence of the return. The refund must include any shipping fees the buyer paid when he made the purchase, except for when the buyer specifically requested non-standard delivery, such as express delivery. The seller is allowed to ask for a return fee. Standard return fee is usually in value of shipping (registered letter or the package) which the buyer paid for the shipping of the product that he/she requested to be returned. Standard money back guarantee does not apply to the products that are custom made unless the product received is clearly faulty or different as described / pictured in the time of the purchase. The buyer needs to personally control the description of the product before the purchase.

### **Improvement Money Back Guarantee**

Improvement money back guarantee (hereinafter referred to as the IMBG). Seller guarantees full money back guarantee – (deducted) from return fee / cancellation fee if the buyer / student in the online course won't improve in the period specified in the Improvement journal (sent with supporting tools). IMBG applies for specific products (the buyer must control this option before making the purchase). IMBG is based on various conditions for each online course for each sport and level individually.

Before applying the IMBG for all levels of golf online course, the buyer / golf player must meet the following conditions:

- buyer must be a golf player who gained playing handicap, also known as Green Card by standard conditions with a certified teaching golf professional before purchasing of the online course; the buyer / golf player must have clear and written proof of this certification and must be ready to show this proof to the buyer;
- buyer / golf player must be at least 12 years of age or older in the time of the purchase of the online course;

Cancellation of the MBA order and money back guarantee:

- buyer / golf player must return all supporting tools that were sent to him / her after making the purchase of the online course; the books and apparel must be returned in undamaged condition; the Improvement journal must be returned with all supporting tools as requested in this document;
- buyer / golf player must return clearly and fully completed Improvement journal that was shipped with supporting tools after making the purchase; Improvement journal must include clear and visible signature (stamp), email address, and telephone number of a certified teaching golf professional / golf facility; the buyer / golf player must be willing to access the buyer all information requested in the actual Improvement journal;

### **Final clauses**

These Terms and Conditions are valid from 19th of September 2019. Seller reserves the right to modify these Terms without prior notice.