

MARIOBEKY Terms & Conditions 1.6

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).

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; 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 SK4311110000001259704001
- PAYPAL (when ordering via www.mariobeky.com or else)
- Paylike ApS, payment gateway (when ordering via 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. 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.).

Final clauses

These Terms and Conditions are valid from 24th of May 2018. Seller reserves the right to modify these Terms without prior notice.