

General Terms and Conditions

issued by Esanti Games s.r.o., Identification No (IČ): 09936254, having its registered office in Pionýrů 315, 471 27 Stráž pod Ralskem for the purpose of determining rights and obligations under contracts concluded through the website at <https://esanti.games/>

I.

Introduction

- 1.1 These General Terms and Conditions are issued pursuant to Section 1751 et seq. of Act No. 89/2012 Sb. (Collection of Laws), the Civil Code, by
 - Esanti Games s.r.o.
 - Identification No (IČ): 09936254
 - Tax Registration No (DIČ): CZ09936254
 - having its registered office in: Pionýrů 315, 471 27 Stráž pod Ralskem
 - registered in the Companies Register maintained by the Regional Court in Ústí nad Labem, Section C, Entry No. 46665
 - email: support@esanti.games
 - <https://esanti.games/>
- 1.2 The Seller is the operator of the internet server esanti.games available at the internet address <https://esanti.games/>, through which the customers are offered to purchase the Goods further specified in these Terms and Conditions.
- 1.3 These Terms and Conditions regulate the mutual rights and obligations of the Seller and the person who concludes the Purchase Contract outside his or her business activity as a Consumer through the web interface located on the Website available at <https://esanti.games/>
- 1.4 The Seller does not allow any arrangements departing from these Terms and Conditions. Any comments, suggestions, additions or reservations made by the Buyer in the Purchase Order do not change the content of the Purchase Contract and do not constitute any deviation from these Terms and Conditions. Deviations, if any, from these Terms and Conditions must be expressly agreed in writing and expressly approved in writing by the Seller, whereby express approval within the meaning of this paragraph shall not mean confirmation of the Purchase Order by the Seller, in the notes to which the Buyer has indicated a proposal for a change in the terms and conditions or deviation from these Terms and Conditions.
- 1.5 The Buyer's Purchase Orders may only be placed through the Seller's electronic form available on the Seller's Website.
- 1.6 The Buyer and any other user understands and agrees that due to the nature of the Goods offered, it is possible to conclude the Purchase Contract only outside the context of the Buyer's business activity or outside the scope of his/her independent profession. The Buyer agrees that the Goods will be used solely for the Buyer's personal use and will not be used for the Buyer's economic (gainful) activities. In the event of a breach of this obligation by the Buyer, the Buyer shall be obliged to compensate the Seller for all damages and non-pecuniary loss incurred by the Seller in connection with it and the Seller is entitled to withdraw from all Purchase Contracts concluded with the Buyer by the Seller through the Website.

II. Definitions

Unless the context otherwise requires, the following terms and expressions used in these Terms and Conditions shall have the meanings set out below:

"Digital Distribution"	A product (digital content) that is distributed only electronically (in particular by email, download link, etc.) and does not give rise to a claim for delivery of physical media. Upon payment of the Purchase Price, a digital product is handed over to the Buyer or sent to the e-mail address provided by the Buyer, which may include i.) an activation key to activate the product in a third party system and/or ii.) a link for a one-time download of files and subsequent installation of the product. The delivery of the digital product to the Buyer at the specified e-mail address constitutes the unpacking of the goods and the breaking of the original packaging within the meaning of Section 1837(h) of the Civil Code and provision (commencement) of supply within the meaning of Section 1837(l) of the Civil Code.
"Purchase Price"	The purchase price which the Buyer is obliged to pay to the Seller for the delivery of the Goods under the Purchase Contract.
"Purchase Contract"	A contract for the provision of digital content within the meaning of Section 2389a et seq. of the Civil Code, the subject of which is the Goods, concluded on the basis of a Purchase Order in accordance with the procedure specified in these Terms and Conditions, unless the nature of the Goods implies otherwise.
"Buyer"	A person who, outside the context of his or her own commercial, business and gainful activity, places a Purchase Order, which is to be confirmed by the Seller, on the basis of which the Purchase Contract will be concluded. Any position of the Buyer acting within the framework of his or her own commercial, business or gainful activity does not change the obligation of the Buyer to fulfil the obligations under the Purchase Contract.
"Civil Code"	Act No. 89/2012 Sb. (Collection of Laws), Civil Code, as amended.
"Purchase Order"	Proposal to conclude the Purchase Contract through the Website.
"Terms and Conditions"	These Terms and Conditions.

"Seller"	Esanti Games s.r.o., Identification No (IČ): 09936254, having its registered office in Pionýrů 315, 471 27 Stráž pod Ralskem, registered in the Companies Register maintained by the Regional Court in Ústí nad Labem, Section C, Entry No. 46665.
"Pre-Order"	A purchase order for Goods which the Seller is likely to make available in the future but the delivery date and/or price and/or exact specifications of which are not or may not yet be known to the Seller. For Pre-Orders, the Seller is entitled to change the price, delivery date and characteristics of the goods, unless it is indicated on the Website for the Pre-Order that any of these characteristics are guaranteed, whereby the Seller will inform the Buyer of the change through the contact details entered in the Pre-Order and the Buyer may cancel his or her Pre-Order on the basis of this clarifying information, without undue delay after receiving the information from the Seller, but no later than 7 days after receiving such clarifying information. If the Buyer does not confirm his Pre-Order within this period, the Seller will be entitled to cancel the Pre-Order.
"Parties"	The Seller and the Buyer.
"Consumer"	A natural person who enters into a Contract with the Provider outside the scope of his or her business activity or outside the scope of the independent exercise of his or her profession
"Website"	https://esanti.games
"Goods"	Digital content, typically a game, which is offered for purchase by the Seller through the Website. Unless otherwise stated on the Website, the Goods are provided by the Seller as part of Digital Distribution. Goods typically have digital characteristics, i.e., they are applications (software). It is recommended that the Goods that are subject to updates to digital content, applications or software be updated on a regular basis, immediately upon first call or availability, so that the Goods can be fully functional.

III.

User account

- 3.1 Based on the Buyer's registration made on the Website mentioned in the header of these Terms and Conditions, the Buyer can access his or her user interface. The Buyer can order goods from his or her user interface (hereinafter referred to as "user account").
- 3.2 When registering on the Website and when ordering the Goods, the Buyer is obliged to provide correct and truthful information. The Buyer is obliged to update the details provided in

the user account in the event of any change. The details provided by the Buyer in the user account and when ordering the Goods are considered correct by the Seller. When registering and creating a user account, the Buyer is required to fill in the following information:

- a. email address
- b. password
- c. a statement that he/she has read and agrees to these Terms and Conditions
- d. given name, surname, delivery address and telephone contact details.

3.3 Access to the user account is secured with a username and password. The Seller shall not be liable for any misuse of the Buyer's user account data by a third party, unless the reason for the misuse is solely on the Seller's side.

3.4 The Buyer acknowledges that the user account may not be available continuously, especially with regard to the necessary maintenance of the Seller's hardware and software or, as the case may be, the necessary maintenance of hardware and software of third parties.

3.5 The Buyer is entitled to cancel the user account at any time via the Website.

IV.

Purchase Order and conclusion of the Purchase Contract

4.1 The Buyer agrees to the use of remote means of communication when concluding the Purchase Contract. Costs incurred by the Buyer when using remote means of communication in connection with the conclusion of the Purchase Contract (costs of Internet connection, costs of telephone calls) shall be borne by the Buyer.

4.2 All presentation of the Goods placed on the Website is of an indicative nature, does not constitute an offer to conclude a contract and the Seller is not obliged to conclude a Purchase Contract regarding those Goods. Section 1732(2) of the Civil Code shall not apply.

4.3 The Buyer places a Purchase Order for the Goods in the following ways:

a) via his or her user account, if he or she has previously registered and completed the purchase order form;

b) by filling in the purchase order form without registration, in which case the Buyer is obliged to fill in the following information:

- given name, surname, delivery address, email address and telephone contact details;
- a statement that he/she has read and agrees to these Terms and Conditions;

In the case of completing the order form without registration, the Buyer will be offered an option to create a user account.

4.4 When placing a Purchase Order, the Buyer selects the Goods, the quantity of the Goods, the mode of payment and delivery. Unless otherwise stated for specific Goods on the Website, the Seller allows delivery only by means of Digital Distribution.

4.5 Before submitting the Purchase Order, the Buyer is allowed to check and change the data entered in the Purchase Order. The Buyer sends the Purchase Order to the Seller by clicking

the "Submit Purchase Order" button. The data provided in the Purchase Order is considered correct by the Seller and the Seller bears no liability or costs caused by the inaccuracy of the data provided by the Buyer in the Purchase Order, and in the event that the Seller pays these costs, the Seller is entitled to claim compensation from the Buyer. The validity of the Purchase Order is conditional upon the completion of all mandatory information in the purchase order form and the Buyer's confirmation that he or she has read these Terms and Conditions and agrees to them. By clicking the "Submit Purchase Order" button, the Buyer confirms that he/she has read these Terms and Conditions and agrees to them.

- 4.6 In the event that the Buyer states anything in the Purchase Order that deviates from the wording of these Terms and Conditions, the Purchase Contract will be concluded with the wording that deviates from these Terms and Conditions only if the Seller accepts this change expressly and in writing, whereby the express acceptance shall not mean the sending of a confirmation of the Purchase Order within the meaning of the following paragraph. If in the case according to the previous sentence the Seller sends the Buyer a confirmation of the Purchase Order within the meaning of the following paragraph, the Purchase Contract is concluded with the wording according to these Terms and Conditions without any changes proposed by the Buyer.
- 4.7 Immediately upon receipt of the Purchase Order, the Seller shall send the Buyer a notification of receipt of the Purchase Order to the email address provided by the Buyer in the Purchase Order (hereinafter also referred to as the "Purchase Order Confirmation"). The Purchase Contract is concluded upon delivery of the Purchase Order Confirmation to the Buyer. Attached to the confirmation are the Seller's current Terms and Conditions, statement on the processing of personal data, a contract withdrawal form and instructions for linking the Goods to the Buyer's digital environment.
- 4.8 In the event that any of the requirements specified in the Purchase Order cannot be fulfilled by the Seller, the Seller shall send the Buyer an amended offer to the Buyer's email address. The amended offer shall be deemed to be a new draft version of the Purchase Contract and the Purchase Contract shall be concluded in such case by the Buyer's confirmation of acceptance of this offer to the Seller at the Seller's email address specified in these Terms and Conditions.
- 4.9 All Purchase Orders accepted by the Seller are binding. The Buyer may cancel the Purchase Order until the Buyer receives notice of acceptance of the Purchase Order by the Seller. The Buyer may cancel the Purchase Order by telephone at the telephone number or email address of the Seller specified in these Terms and Conditions, and the cancellation of the Purchase Order will be subsequently confirmed in writing to the Buyer at the email address specified by the Buyer.
- 4.10 In the event that there was an obvious technical error on the part of the Seller when stating the price of the Goods in the online shop or during the ordering process, the Seller is not obliged to deliver the Goods to the Buyer for this obviously erroneous price even if the Buyer was sent an automatic confirmation of receipt of the Purchase Order under these Terms and Conditions. The Seller will inform the Buyer of the error without undue delay and send an amended offer to the Buyer's email address.
- 4.11 These Terms and Conditions supersede and repeal any other terms and conditions set out by the Buyer or to which the Buyer refers and which are hereby rejected with the Buyer's express

consent. No additions, modifications or substitutions to these Terms and Conditions shall bind the Seller or form part of any Purchase Contract unless expressly approved in writing by the Seller.

- 4.12 Subsequent communication between the Seller and the Buyer after placing the Purchase Order and after its confirmation, if any, will take place in the form of e-mail communication, or, as the case may be, the Buyer may be contacted by telephone by the Seller's customer service.
- 4.13 Purchase Orders placed in any manner other than as described above may not be accepted by the Seller and the Seller shall not be bound thereby in any way. However, if the Seller and the Buyer conclude a contract by telephone, the Buyer will be sent a confirmation of the purchase order and the agreed agreements to the email address provided by the Buyer. This email includes a confirmation of the Purchase Order, a summary of the contents of the Purchase Order and the General Terms and Conditions. If the Buyer does not express his or her disagreement by replying or responding to this email by the end of the next business day at the latest, the Purchase Order shall be deemed confirmed and the Purchase Contract shall be deemed concluded.
- 4.14 The foregoing provisions relating to the Purchase Order shall also apply to the Pre-Order, unless it is inconsistent with the nature of the Pre-Order and/or unless the terms of the Pre-Order state otherwise.
- 4.15 The Seller expressly informs the Buyer that upon delivery of the Goods, the performance has commenced within the meaning of Section 1837(l) of the Civil Code, and **by placing the Purchase Order the Buyer expressly agrees to commence supply prior to the expiration of the 14-day period for withdrawal from the Purchase Contract, thereby extinguishing the Buyer's right to withdraw from the Purchase Contract.**

V.

Business hours and contact details

- 5.1 Purchase Orders placed via the Website are received 24 hours a day, 7 days a week, unless exceptional circumstances (in particular of a technical nature) prevent this.
- 5.2 Up-to-date contact details of the Seller, such as telephone contacts, e-mail address, data mailbox, registered office address, payment details are listed on the Website. The contact details provided on the Website take precedence over the contact details provided in these Terms and Conditions.

VI.

Purchase Price

- 6.1 Prices of the Goods are quoted in Czech crowns (CZK) and are governed by the data listed on the Seller's Website. Prices are always inclusive of value added tax. The prices of the Goods remain valid for the period of time they are displayed on the Website.
- 6.2 The prices do not include any additional charges that the Buyer must pay, in particular charges for transport, packaging, storage, payment transaction fees, etc. If such special charges apply, they are always listed separately.

- 6.3 The Seller reserves the right not to deliver the Goods at the stated price if there is an obvious error in the price, if the consequence of the obvious error is the nullity of the concluded Purchase Contract giving the Seller the right not to deliver the Goods to the Buyer and to refund the Purchase Price, if paid, to the Buyer without undue delay.
- 6.4 The Buyer is obliged to verify all information, including the Purchase Price, set out in the Purchase Order Confirmation and to contact the Seller's representative before the shipping of the Goods if he or she find that any information provided is incorrect.
- 6.5 Promotional prices are valid until the stock of promotional goods is sold out or for a period of time specified by the Seller. Discounts, if any, on the price of the Goods provided by the Seller to the Buyer cannot be combined unless otherwise stated. The Seller reserves the right to notify the Buyer at any time to correct any incorrectly stated price discount to which the Buyer is not actually entitled. In such a case, the rules of the amended offer shall apply in full.
- 6.6 Information on the costs associated with the packaging and delivery of the Goods is published on the Website. Information on the costs associated with the packaging and delivery of the Goods listed on the Website applies only in cases where the Goods are delivered within the Czech Republic. If the Goods are provided as part of Digital Distribution, there are no charges for packaging and delivery of the Goods unless otherwise stated on the Website.

VII.

Delivery of Goods

- 7.1 The Seller undertakes to deliver to the Buyer the Goods specified in the Purchase Contract and the Buyer undertakes to pay the Seller the Purchase Price and to receive the Goods. The Seller undertakes to deliver the Goods as soon as possible according to the availability of the Goods and operational capacities. If the goods are delivered as part of Digital Distribution, they are usually delivered by the Seller no later than the business day following the day on which the Purchase Contract was concluded. If the Buyer chooses as a mode of payment of the Purchase Price a wire transfer to the Seller's bank account, the Goods will be delivered to the Buyer only after the full amount of the Purchase Price has been credited to the Seller's bank account.
- 7.2 The Goods will be delivered to the Buyer at the address specified by the Buyer in the Purchase Order. The Buyer selects the carrier within the Purchase Order. In the case of delivery of goods as part of Digital Distribution, the goods will be delivered by sending an activation key or download link to the email address provided by the Buyer.
- 7.3 The cost of delivery of the Goods is set out in the Purchase Order and its confirmation. If the mode of transport is agreed upon on the basis of a special request of the Buyer, the Buyer bears the risk and additional costs, if any, associated with this mode of transport.
- 7.4 If, for reasons on the Buyer's side, it is necessary to deliver the Goods repeatedly or in a different way than specified in the Purchase Order, the Buyer is obliged to pay the costs, if any, associated with the repeated delivery of the Goods, or costs associated with a different mode of delivery. In the event that the Buyer breaches the obligation to receive the Goods, the Seller reserves the right to refuse to conclude another Purchase Contract with the Buyer who has breached this obligation.

- 7.5 The Seller shall issue an invoice to the Buyer. The invoice will be sent to the Buyer at the email address specified in the Purchase Order.
- 7.6 In the case of delivery of goods as part of Digital Distribution, the Goods will be delivered and received by delivery of an activation key or download link to the email address provided by the Buyer.
- 7.7 The Seller does not ensure that the Goods are interconnected with the Buyer's digital environment. Together with the Goods, the Buyer is provided with instructions for interconnecting the Goods with the Buyer's digital environment.

**VIII.
Terms of payment**

- 8.1 The Buyer may pay the price of the Goods and any other costs under the Purchase Contract in the following ways:
 - a) by wire transfer to the Seller's bank account No....., maintained with
 - b) cashless payment by credit card through a payment gateway.
- 8.2 The price for delivery of the Goods shall be deemed to have been paid on the date on which it is credited in full to the Seller's account.
- 8.3 Without prejudice to any other rights of the Seller, failure to pay the price of the Goods by the due date shall entitle the Seller to suspend any outstanding deliveries under the Purchase Contract or any other Purchase Contract until payment is made.
- 8.4 The Goods shall remain the property of the Seller until full payment of the Purchase Price. In the case of Goods provided by means of Digital Distribution, the Buyer acquires the right to use the Goods upon full payment of the Purchase Price, but not earlier than the moment of delivery of the Goods.

**IX.
Updates and liability for defects**

- 9.1 The Seller shall ensure that the Buyer is provided with the necessary updates to the digital content to ensure the functionality of the Goods. The Seller shall be entitled to discontinue support for the specific Goods (hereinafter referred to as "Product Support"), as a result of which the provision of updates will cease (no updates will be provided), without this fact giving rise to the Buyer's rights from defects or any other rights in relation to the Seller, including the right to a discount or refund of the Purchase Price. The Seller will notify the termination of support for specific Goods on the Website.
- 9.2 The Seller shall inform the Buyer of the necessity of updating according to the previous paragraph to the email address provided by the Buyer in the Purchase Order or to the email address provided in the user account. For this purpose, the Buyer is obliged to ensure that his

or her contact details provided to the Seller are up-to-date and, if appropriate, to inform the Seller of any changes. If the Buyer fails to perform the update within a reasonable period of time, the Buyer shall have no rights from the defect resulting from the failure to perform the update.

9.3 The Seller informs the Buyer on the Website about the requirements for technical equipment or software or network connection (hereinafter referred to as the "user's digital environment") to access or use specific Goods necessary for the proper functioning of the Goods. The Buyer has no rights from a defect resulting from the user's lack of a digital environment. The Buyer shall provide the Seller with the necessary assistance and cooperation to the extent reasonably required to verify whether the defect is due to the user's inadequate digital environment.

9.4 The Seller is liable to the Buyer that the Goods:

- a) conform to the agreed description and scope, as well as quality, functionality, compatibility, interoperability and other agreed characteristics,
- b) are fit for the purpose for which the user requires them and to which the Seller has agreed by defining it on the Website; and
- c) are provided with the accessories listed on the Website and instructions for use, including installation instructions, and user support.

9.5 Furthermore, the Seller is liable to the Buyer that:

- a) the Goods are fit for the purpose for which Goods of this kind are normally used,
- b) the Goods correspond in scope, quality and other performance parameters to the usual characteristics of Goods of the same kind that the Buyer can reasonably expect, including with regard to public statements made by the Seller;
- c) the Goods correspond to the trial version or preview made available by the Seller before the conclusion of the contract, unless it is a Pre-Order.

The Seller shall not be bound by the public statement referred to in paragraph 2(b) if it was not aware of it or if the statement was modified at the time of the conclusion of the Purchase Contract in a manner at least comparable to that in which it was made or if it could not have influenced the decision to conclude the Purchase Contract. The Seller's liability for the characteristics of the Goods does not apply if the Seller has warned the Buyer before the conclusion of the contract, including through the Website, that some of the characteristics of the Goods are different.

9.6 The Buyer is entitled to claim a defect that occurs in the Goods during the period of Product Support. The Buyer is entitled to demand the removal of the defect, unless this is impossible or unreasonably costly; this shall be assessed in particular with regard to the significance of the defect and the value that the Goods would have without the defect.

9.7 The Buyer raises claims about defects with the Seller by mail sent to the Seller's registered office address listed in the Companies Register or by email to the address listed in these Terms and Conditions or on the Website.

9.8 The Seller or an employee authorized by the Seller shall decide on the claim immediately or within three business days in complex cases or due to the method of raising the claim. This time limit does not include the time reasonable according to the type of product or service required for a professional assessment of the defect. The claim must be settled without delay, no later than 30 days from the date of the claim, unless the Seller and the Buyer agree on a

longer period. The moment of raising the claim shall be the moment when the Buyer's expression of will (exercising the right under defective supply) reaches the Seller. The Seller shall inform the Buyer in writing of the outcome of the assessment of the claim.

X.

Withdrawal from contract

- 10.1 The Seller informs the Buyer, who concluded the Purchase Contract outside his or her business activity as a Consumer, that he or she has the right to withdraw from the Purchase Contract under the conditions and with the exceptions specified in these Terms and Conditions.
- 10.2 The withdrawal period is 14 days from the date of receipt of the Goods.
- 10.3 With regard to the goods provided by means of Digital Distribution, given that their delivery to the Buyer to the specified e-mail address constitutes unpacking of the goods and breaking of the original packaging within the meaning of Section 1837 (h) of the Civil Code, the Seller expressly informs the Buyer that he or she does not have the right to withdraw from the Purchase Contract according to the first paragraph of this Article, i.e., without cause, within 14 days of the date of receipt of the Goods. At the same time, the Seller expressly informs the Buyer that upon delivery of the Goods, the supply has commenced within the meaning of Section 1837(l) of the Civil Code, and by placing the Purchase Order the Buyer expressly agrees to commence supply prior to the expiration of the 14-day period for withdrawal from the Purchase Contract, thereby extinguishing the Buyer's right to withdraw from the Purchase Contract according to the first paragraph of this Article, i.e., without cause, within 14 days of the date of receipt of the Goods.
- 10.4 In addition, the Buyer cannot withdraw from a contract:
 - a) for the delivery of Goods that have been modified according to the Buyer's wishes or personally for the Buyer,
 - b) for the delivery of an audio or video recording or a computer program if he or she has damaged its original packaging.
- 10.5 If the Buyer withdraws from the contract, the Seller may prevent the Buyer from further use of the Goods, in particular by making the Goods unavailable to him or her. If the Buyer withdraws from the contract, the Buyer shall refrain from using the Goods, including providing them to a third party.
- 10.6 To withdraw from the Purchase Contract, the Buyer may use the withdrawal form template provided by the Seller. Withdrawal from the Purchase Contract shall be sent by the Buyer to the email or mailing address of the Seller specified in these Terms and Conditions or on the Website. The Seller shall promptly confirm to the Buyer the acceptance of the withdrawal from the Purchase Contract.
- 10.7 If the Buyer withdraws from the contract, the Seller shall immediately, but no later than within 14 days of withdrawal from the contract, return to the Buyer any money, including delivery costs, received from him or her in the same manner. The Seller shall return the money received to the Buyer in another way only if the Buyer agrees and if no additional costs are incurred. If the Buyer has chosen other than the cheapest method of delivery of the Goods offered by the

Seller, the Seller shall reimburse the Buyer for the cost of delivery of the Goods in the amount corresponding to the cheapest method of delivery of the Goods offered.

- 10.8 If the Buyer withdraws from the Purchase Contract, the Seller is not obliged to return the received money to the Buyer before the Buyer hands over the Goods or proves that he or she has sent the Goods to the Seller or, as the case may be, before the Seller makes the Goods unavailable to the Buyer.
- 10.9 If a gift is provided to the Buyer with the goods, the gift contract between the Seller and the Buyer is concluded with the condition subsequent that if the Buyer withdraws from the Purchase Contract, the gift contract regarding such gift ceases to be effective and the Buyer is obliged to return the gift together with the goods to the Seller.

XI.

Authorized use

- 11.1 By purchasing the Goods, the Buyer acquires only a non-transferable right to use the Goods in the normal way.
- 11.2 The Buyer may not use the Goods in any way for business or other gainful purposes without the Seller's prior written consent.
- 11.3 The Buyer is not entitled to discover or change the source code of the Goods, reverse engineer, modify or interfere with the Goods in any way or allow a third party to use them.
- 11.4 The Buyer acknowledges that the Goods may be subject to third party rights, in particular copyright, and undertakes to refrain from any infringement of such rights, in particular with regard to the sub-components of the Goods, such as their story, animation, sound, appearance, logos, brands, etc.

XII.

Changes

- 12.1 The Seller reserves the right to make additional changes to the Goods and their characteristics in order to improve, modernize, modify and customize them. The Seller is not entitled to require the Buyer to pay any costs for the change of the Goods, and is obliged to inform the Buyer about the change of the Goods through the Website.
- 12.2 The Buyer may terminate the Contract if the change impairs his or her access to or use of the Goods in a way that is not insignificant within thirty days of being notified of the change or of the time the Goods are changed, whichever occurs later.
- 12.3 The provisions of this Article shall not apply to changes necessary to keep the digital content free from defects

XIII.

Personal data protection

- 13.1 The disclosure obligation towards the Buyer within the meaning of Article 13 of 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, and repealing Directive 95/46/EC (General Data Protection Regulation) relating to the processing of the Buyer's personal data for the purposes of the performance of the Purchase Contract, for the purposes of the negotiations in connection with the Purchase Contract and for the purposes of the performance of the Seller's public law obligations shall be fulfilled by the Seller by means of a separate document.

XIV.

Special provisions for Pre-Orders

- 14.1 Unless the nature of the Pre-Order, its terms and conditions and the information published on the Website indicate otherwise, the provisions of these Terms and Conditions shall apply in full to the Pre-Order.
- 14.2 The Seller is entitled to change the price, delivery date and characteristics of the Goods, unless it is indicated on the Website for the Pre-Order that any of these characteristics are guaranteed, whereby the Seller will inform the Buyer of the change through the contact details entered in the Pre-Order and the Buyer may cancel his or her Pre-Order on the basis of this clarifying information, without undue delay after receiving the information from the Seller, but no later than 7 days after receiving such clarifying information. If the Buyer does not confirm his Pre-Order within this period, the Seller will be entitled to cancel the Pre-Order.
- 14.3 The Seller grants the Buyer the right to withdraw from the Purchase Contract concluded on the basis of the Pre-Order no later than 10 calendar days before the Seller's announced date of delivery of the Goods. In the event that the Goods are delivered before the announced delivery date, the right to withdrawal under this paragraph shall expire upon delivery of the Goods.
- 14.4 The Seller undertakes to refund to the Buyer the Purchase Price paid on the basis of the Pre-Order if the Seller is in delay with the delivery of the Goods, compared to the announced delivery date, for more than one calendar month. In such case, the Purchase Contract is cancelled when the Seller refunds the Purchase Price to the Buyer.

XV.

Force majeure, severability and waiver

- 15.1 The Seller is exempt from its obligation to fulfil its obligations to the Buyer under the Purchase Contract in part or in full if the failure to fulfil such obligations is due to force majeure circumstances. Force majeure shall mean such unavoidable events which the Seller could not reasonably foresee at the time of negotiation and conclusion of the Purchase Contract, events which could not be prevented and which are independent of the will and actions of the Seller and which prevent the Seller from fulfilling its obligations under the Purchase Contract, including but not limited to epidemics, quarantine, fires, earthquakes, severe windstorms, explosions, floods, war, riots, strikes or any other event beyond the control of the Seller. In the event of such events, the Seller shall notify the Buyer without delay, no later than 10 days after the occurrence of the event, that an event has occurred which can be assessed as force majeure. In the event that circumstances that can be assessed as a force

majeure event last for the period of more than six months, the Seller and the Buyer shall agree on a mutually acceptable solution.

- 15.2 No mitigation, postponement or waiver of the Seller's rights with respect to any breach of the Buyer's obligation under the Purchase Contract shall constitute a waiver of any other rights of the Seller with respect to any prior or subsequent breach of the Buyer's obligation.
- 15.3 Invalidity, ineffectiveness or incompleteness, if any, of any provision of these Terms and Conditions shall not render the remaining provisions invalid or ineffective. Each part of these Terms will be separate and severable and will be enforceable accordingly.

XVI.

Out-of-court settlement of disputes

- 16.1 In the event of a dispute between the Buyer, who is a Consumer within the meaning of Section 419 of the Civil Code, and the Seller arising from the Purchase Contract, the Buyer is entitled to submit an application for out-of-court settlement of the dispute to the Czech Trade Inspection Authority. The Czech Trade Inspection Authority is also the body exercising state supervision over consumer protection to which complaints can be addressed. The Czech Trade Inspection Authority shall proceed in the manner and under the conditions set out in Act No. 64/1986 Sb. (Collection of Laws), on the Czech Trade Inspection Authority, as amended, and other legislation. Out-of-court settlement of disputes shall be governed by Section 20d et seq. of Act No. 634/1992 Sb. (Collection of Laws), on Consumer Protection, as amended. An application for out-of-court settlement of a dispute may be filed no later than 1 year from the date on which the Buyer first asserted the right that is the subject of the dispute with the Seller.
- 16.2 Buyers residing in another EU Member State, Norway or Iceland are entitled to take their dispute with the Seller to out-of-court settlement through the European Consumer Centre in their country of residence; a list of the relevant Consumer Centres is available on the European Commission's website.

XVII.

Notices

- 17.1 The Parties may deliver all written correspondence to each other by electronic mail.
- 17.2 The Buyer shall deliver correspondence to the Seller at the email address specified in these Terms and Conditions. The Seller shall deliver correspondence to the Buyer at the email address specified in their customer account or in the Purchase Order.

XVIII.

Final provisions

- 18.1 All arrangements between the Seller and the Buyer shall be governed by the law of the Czech Republic. If the relationship established by the Purchase Contract contains an international element, the Parties agree that the relationship shall be governed by the law of the Czech Republic. The courts of the Czech Republic shall have jurisdiction to settle disputes arising

from the Purchase Contract and related legal relations. This shall be without prejudice to the consumer rights under generally binding legislation.

- 18.2 All rights to the Seller's Website, in particular copyrights to the content, including page layout, photos, films, graphics, trademarks, logos and other content and features, belong to the Seller or its contractual partners. It is prohibited to copy, modify or otherwise use the Website or any part thereof without the Seller's consent.
- 18.3 The Seller shall not be liable for errors resulting from third party interference with the online shop or its use contrary to its intended use. When using the online shop, the Buyer must not use procedures that could have a negative impact on its operation and must not perform any activity that could allow him/her or third parties to interfere with or make unauthorized use of the software or other components of the online shop and use the online shop or its parts or software in a way that would be contrary to its intended use or purpose.
- 18.4 The Purchase Contract including the Terms and Conditions is archived by the Seller in electronic form and is not accessible.
- 18.5 The Seller may change or amend the wording of the Terms and Conditions. This shall be without prejudice to the rights and obligations arising during the effective period of the previous version of the Terms and Conditions.
- 18.6 A withdrawal form template is attached to the Terms and Conditions.
- 18.7 The Seller is authorized to sell goods on the basis of a trade license. Trade control is carried out within the scope of its competence by the competent trade licensing authority.
- 18.8 Supervision of personal data protection is carried out by the Personal Data Protection Office. The Czech Trade Inspection Authority supervises compliance with Act No. 634/1992 Sb. (Collection of Laws), on Consumer Protection, as amended, within a defined scope.
- 18.9 The text form of these Terms and Conditions is published at <https://esanti.games>

These Terms and Conditions shall take effect on the date 4. 4. 2024

Withdrawal from the Contract

(fill in this form and send it back only in case that you wish to withdraw from the Contract. The form shall be printed out, signed and sent scanned to the below e-mail address, or inserted in the shipment with returned goods, as the case may be).

Addressee

- EsantiGames s.r.o.
- ID number: 09936254
- VAT number: CZ09936254
- address: Pionýrů 315, 471 27 Stráž pod Ralskem
- entered in the Commercial Register kept with the Regional Court in Ústí nad Labem, Section C, entry 46665
- e-mail: support@esanti.games

I inform you that hereby I withdraw from the contract on purchase of the below goods

.....

Date of order **Date of receipt**

- **Order number:**
- **Financial means for the order, or possibly also for sending the goods, were sent in the below way**

.....
and shall be refunded in the below way (in case of a bank transfer kindly write the account number)

.....

- **Name and surname of the customer:**
- **Address of the customer:**
- **E-mail:**
- **Telephone:**

In **on**

(signature)

Name and surname of the customer