

TERMS AND CONDITIONS

of business company
MERIGLOBE WOMEN CLUB Ltd.
with its registered office at 145-157 St John Street, London, EC1V 4PW, England
identification number: 09170114
concerning the sale of goods through an on-line shop placed at the following Internet address
<http://womenonline.club>

RECITALS

- 1.1. These terms and conditions (hereinafter referred to as the “Terms and Conditions”) of business company MERIGLOBE WOMEN CLUB LTD, with its registered office at 145-157 St John Street, London, EC1V 4PW, England, identification number: 09170114 (hereinafter referred to as the “**Seller**”) are regulating, in compliance with Section 1751 (1) of Act no. 89/2012 Sb., the Civil Code (hereinafter referred to as the “**Civil Code**”) the mutual rights and obligations of the Contracting parties arisen in relation to or on the basis of a Purchase contract (hereinafter referred to as the “**Purchase contract**”) entered into between the Seller and another natural person, natural person conducting business or a legal entity (hereinafter referred to as the “**Purchaser**”) through the Internet shop of the Seller concerning purchase of e-books in the form of (an e-Book). The Internet shop is operated by the Seller at the website placed on the Internet address <http://womenonline.club> (hereinafter referred to as the “**Website**”), namely through the interface of the website (hereinafter referred to as the “**Shop web interface**”).
- 1.2. The subject of a Purchase contract entered into through the shop web interface is the sale of goods offered at the Internet shop of the Seller, namely an eBook in pdf format (hereinafter referred to as the “**Goods**”).
- 1.3. A protection pursuant to Act 121/2000 Sb. on the Copyright, the rights related to the copyright and on amendment of certain acts (hereinafter referred to as the “**Copyright Act**”) is related to the content of Goods, as an authorial work. Goods contains authorial works and the Seller is the bearer of an exclusive and unlimited licence to use authorial works contained in the Goods and is entitled to grant a licence to use such authorial works to third persons. By payment of the purchase price the Seller provides the Purchaser with a non-exclusive licence to use the authorial work exclusively for its needs in the manner for which the authorial work is determined. The Purchaser acknowledges that it is not entitled to disseminate, or reproduce the authorial work, or to use it in another way or for other purposes than for its own needs and purposes.

2. USER ACCOUNT

- 2.1. On the basis of a registration of a Purchaser made on the website, the Purchaser may access to his user interface within the shop web interface. From its user interface the Purchaser may make orders for Goods (hereinafter referred to as the “**User account**”).
- 2.2. A Purchaser may make ordering of Goods also without a registration directly from the shop

web interface.

- 2.3. On registering at the website and ordering Goods the Purchaser is entitled to provide all data correctly and truly. The Purchaser is obliged to update data mentioned on the user account in the event of any change of such data. The Seller considers the data mentioned on the user account and on ordering Goods to be correct.
- 2.4. An access to the user account is secured with a user name and a password. The Purchaser is obliged to observe confidentiality concerning information necessary for accessing to his user account.
- 2.5. The Purchaser is not entitled to make it possible for third persons to use the user account.
- 2.6. The Purchaser acknowledges that the user account does not have to be available continuously, especially taking into account necessary maintenance of the hardware and software equipment of the Seller, or necessary maintenance of the hardware and software equipment of third persons.

3. PURCHASE CONTRACT CONCLUDING

- 3.1. All presentation of the Goods placed at the shop web interface is of an informative character and the Seller is not obliged to enter into a Purchase contract concerning the Goods. The provision of Section 1732 (2) of the Civil Code shall not be applied.
- 3.2. The shop web interface contains information on the Goods, including the prices of individual items of the Goods. The prices of the Goods remain to be valid for the time during which they are shown at the shop web interface. This provision does not limit the possibility for the Seller to enter into a Purchase contract under individually agreed conditions.
- 3.3. A Purchaser completes an order form at the shop web interface to order Goods. The order form especially contains information on:
 - 3.3.1. ordered Goods (the Purchaser puts the ordered goods into an electronic shopping cart of the shop web interface),
 - 3.3.2. on the method of payment of the purchase price of the Goods,
 - 3.3.3. the fact that the Goods will be delivered by its downloading from the web interface after the full payment of the Goods price, and
- 3.4. Prior to sending an order to the Seller it is made possible for the Purchaser to check and change data inserted by the Purchaser into the order, taking into account the possibility of the Purchaser to ascertain and correct mistakes arisen during entering data into the order. The Purchaser sends the Seller an order by clicking on the button "Confirm". The Seller considers the data mentioned in the order to be correct. Immediately after obtaining the order the Seller confirms the delivery of the order to the Purchaser by e-mail, to the e-mail address of the Purchaser mentioned in the user interface or the order (hereinafter referred to as the "**electronic address of the Purchaser**").

- 3.5. Depending on the character of the order (quantity of Goods, purchase price sum, expected transportation costs) the Seller is always entitled to ask the Purchaser for an additional confirmation of the order (especially in writing or by phone).
- 3.6. A contractual relationship between the Seller and the Purchaser is created by delivering the acceptance of an order, which the Seller sends the Purchaser by e-mail to the e-mail of the Purchaser.
- 3.7. The Purchaser agrees with remote using communicational means for entering into a Purchase contract. Costs arisen to the Purchaser in relation to using communicational means in a remote manner for entering into a Purchase contract (costs of the Internet connection, telephone calls costs) shall be borne by the Purchaser himself, when such costs shall not differ from their basic rate).

4. PRICE OF GOODS AND PAYMENT CONDITIONS

- 4.1. The Purchaser may pay the price of the Goods and possible costs related to the delivery of Goods pursuant to a Purchase contract to the Seller in the following manners:
 by card through the PayPal payment system;
- 4.2. The Purchaser is obliged to pay the Seller also the costs related to the delivery of Goods in an agreed sum. Unless otherwise expressly stated, the purchase price shall further mean the costs related to the delivery of Goods.
- 4.3. The Seller does not require an advance payment or another similar payment from the Purchaser. This is without any prejudice to the provision of Article 4.6 of the Terms and conditions concerning the obligation to pay the purchase price of the Goods in advance.
- 4.4. In the event of a bank transfer the purchase price is due within 5 days of entering into the Purchase contract.
- 4.5. The Purchaser is obliged to pay the whole purchase price prior to delivering (downloading) the Goods. The Purchaser acknowledges that prior to paying the whole purchase price he will not be enabled to download (to be delivered) Goods. The provision of Section 2119 (1) of the Civil Code shall not be applied.
- 4.6. Possible discounts from the price of the Goods provided by the Seller to the Purchaser may not be combined one with another.
- 4.7. The Seller is a not payer of the VAT. The Seller issues a tax document - invoice for the Purchaser after payment of the price of the Goods in an electronic form to the electronic address of the Purchaser.

5. WITHDRAWAL FROM A PURCHASE CONTRACT

- 5.1. The Purchaser acknowledges that pursuant to the provisions of Section 1837 of the Civil Code, it is not possible, inter alia, to withdraw from a Purchase contract to deliver the

Goods that have been adjusted according to a wish of the Purchaser or for his person, to withdraw from a Purchase contract to deliver the pieces of Goods that quickly spoil, or the Goods that have been irreversibly mixed with other goods, from a Purchase contract to deliver the Goods in a closed packaging that was taken away from the packaging by the Purchaser and it is not possible to return it back due to hygiene purposes, to withdraw from a Purchase contract to deliver an audio or visual recording or computer software, if the Purchaser damaged its formal packaging, to deliver a digital content, if it was not delivered on a tangible data medium and it was delivered after a previous express consent of a consumer expressed prior to the expiry of the period for withdrawing and prior to entering into the contract an entrepreneur informed a consumer that in such case he/it is not entitled to withdraw from the contract.

- 5.2. The Purchaser hereby acknowledges that the Goods sold through the Internet shop is an e-book delivered without a tangible data media as a digital content by downloading from a website through a web interface. The Purchaser acknowledges and expressly agrees with the fact that all Goods (i) by downloading an e-book from the website is delivered without a tangible data media as a digital content and was delivered prior to the expiry of time for withdrawing from a Purchase contract with his explicit consent, and that (ii) he is hereby advised by the Seller that he is not entitled to withdraw from the Purchase contract.
- 5.3. The Purchaser acknowledges that due to the fact that it is not possible to withdraw from a Purchase contract for all the Goods delivered under these Terms and conditions pursuant to Section 1837 of the Civil Code (see Article 5.1 and Article 5.2 of these Terms and conditions), then in these Terms and conditions there is no advice on a possibility to withdraw from a contract.

6. DELIVERY OF GOODS

- 6.1. The Purchaser agrees that the Goods will be delivered only in the manner that the Purchaser downloads it from the shop web interface. The Purchaser will be enabled to download Goods only after full payment of a purchase price

7. RIGHTS FROM DEFECTIVE PERFORMANCE

- 7.1. Rights and obligations of the Contracting parties concerning rights arising from defective performance shall be governed by the relevant generally binding provisions (especially provisions of Sections 1914 to 1925, Sections 2099 to 2117 and Section 2161 to 2174 of the Civil Code).
- 7.2. The Seller is liable to the Purchaser for securing that the Goods have no defects on its take-over. The Seller is especially liable to the Purchaser for the fact that at the time when the Purchaser took over the Goods:
 - 7.2.1. the Goods have properties agreed by the Contracting parties, in the event of absence of such agreement, it shall have such properties that the Seller or producer have described or that the Purchaser have expected taking into account the character of the Goods and on the basis of an advertisement concerning the Good presented by

the Seller or producer,

- 7.2.2. it is possible to use the Goods for its purposes,
 - 7.2.3. the Goods are suitable for the purpose indicated by the Seller for its use for which the Goods of such type is usually used,
 - 7.2.4. regarding its quality or workmanship the Goods correspond to an agreed sample or model, if its quality or workmanship were determined according to the agreed sample or model,
 - 7.2.5. the Goods are in compliance with the requirements of the legal regulations.
- 7.3. The provisions mentioned in Article 7.2 of the Terms and conditions shall not be used for Goods sold for a lower price due to a defect, for which the lower price was agreed, for wear and tear of Goods caused by its usual utilisation, or in the event of used Goods for a defect corresponding to the extent of its utilisation or wear of tear that the Goods had at the time of its taking over by the Purchaser, or if it arises from the nature of the Goods..

The Purchaser applies the rights from a defective performance at the Seller at the following address:

MERIGLOBE WOMEN CLUB LTD
145-157 St John Street
London, EC1V 4PW
England

or at the following email info@womenonline.club

- 7.4. The moment when the Seller received the Goods being objected from the Purchaser is considered to be the moment of making a complaint.
- 7.5. Further rights and obligations related to the liability of the Seller for defects may be regulated by the rules for making complaints of the Seller.

8. OTHER RIGHTS AND OBLIGATIONS OF THE CONTRACTING PARTIES

- 8.1. The Purchaser acquires the ownership of Goods, or a licence to use an authorial work contained in the Goods, by paying the whole purchase price of the Goods.
- 8.2. In his relation to the Purchaser the Seller is not bound by any codes of conduct pursuant to Section 1826 (1) (e) of the Civil Code.
- 8.3. Out-of-court disposing of complaints of the Purchaser is secured by the Seller through the following e-mail address info@womenonline.club or phone number: 0044 07543508254. The Seller sends information on disposing of a complaint of the Purchaser to the e-mail address of the Purchaser.
- 8.4. The Purchaser hereby himself takes over the risk of a change of circumstances pursuant to Section 1765 (2) (e) of the Civil Code.

9. PERSONAL DATA PROTECTION

- 9.1. Personal data protection of the Purchaser that is a natural person is provided by Act no. 101/2000 Sb., on Personal data protection, as amended.
- 9.2. The Purchaser agrees with processing the following personal data: name and surname, permanent residence address, identification number, tax identification number, e-mail address, phone number (hereinafter jointly referred to as the “**personal data**”).
- 9.3. The Purchaser agrees with processing his personal data by the Seller, namely for the purposes of exercising rights and obligations arising from a Purchase contract and for purposes of maintaining a user account. Unless the Purchaser chooses another possibility, he agrees with processing his personal data by the Seller also for the purposes of sending information and business messages to the Purchaser pursuant to Article 10.1 of these Terms and conditions. A consent with processing the personal data in full extent pursuant to this Article is not a condition that would itself make entering into a Purchase contract impossible.
- 9.4. The Purchaser acknowledges that he is obliged to give his personal data (on his registration, in his user account, on ordering made from the shop web interface) correctly and truly and that he is obliged without undue delay to inform the Seller of any change of his personal data.
- 9.5. The Seller may authorise a third person, as a processor, to process personal data of the Purchase. Except for persons in charge of transporting Goods the Seller shall not provide any third persons with personal data without a consent of the Purchaser.
- 9.6. Personal data will be processed for an indefinite period of time. Personal data will be processed in an electronic form in an automated manner or in a paper form in a non-automated manner.
- 9.7. The Purchaser confirms that the provided personal data are precise and that he has been advised of the fact that the personal data are provided voluntarily.
- 9.8. In the event that the Purchaser assumes that the Seller or the processor (Article 9.5) carries out processing his personal data that is in contrary to the protection of the public and personal life of the Purchaser or in contrary to the law, especially if his personal data are not precise regarding the purpose of their processing, he may:
 - 9.8.1. ask the Seller or the processor for an explanation,
 - 9.8.2. require that the Seller or the processor remove the condition arisen in such manner.
- 9.9. If the Purchaser asks for information on processing his personal data, the Seller is obliged to give him such information. The Seller is entitled to require a reasonable reward for providing information pursuant to the previous sentence, such reward shall not exceed costs necessary for providing such information.

10. SENDING BUSINESS MESSAGES AND COOKIES STORING

- 10.1. The Purchaser agrees with sending information related to the Goods, services, actions or the enterprise of the Seller to the e-mail address of the Purchaser and he further agrees with sending business messages by the Seller to the e-mail address of the Purchaser.
- 10.2. The Purchaser agrees with storing so called cookies to his computer. In the event that it is possible to make a purchase on the website and to fulfil obligations of the Seller from a Purchase contract, without storing so called cookies to the computer of the Purchaser, the Purchaser may revoke his consent pursuant to the previous sentence at any time.

11. DELIVERING

- 11.1. Written instruments for the Purchaser will be delivered exclusively to the email address mentioned in his user account or indicated by the Purchaser in an order.

12. GOVERNING LAW, GOVERNING LANGUAGE VERSION, ARBITRATION CLAUSE

- 12.1. These Terms and Conditions and rights and obligations arising therefrom, including Purchase contracts to purchase Goods and rights and obligations arising therefrom shall be governed by the Czech legal regulations.
- 12.2. These Terms and Conditions, the Purchase contract and the e-shop are written in the Czech and English language. In the event of any contradiction between the Czech and English language version, the Czech version shall prevail.
- 12.3. All disputes arising from these Terms and conditions and the Purchase contract in relation to them will be ultimately settled by the Arbitration Court attached to the Czech Chamber of Commerce and the Agricultural Chamber of the Czech Republic according to its Rules by three arbitrators.
- 12.4. The Purchaser acknowledges that he has agreed with an arbitration clause independently agreed at the website prior to entering into a Purchase contract. The Purchaser further acknowledges that he was advised of the consequences of the arbitration clause prior to agreeing on the arbitration clause a sufficient time in advance, i.e. especially of the fact that disputes will be settled by the Arbitration Court attached to the Czech Chamber of Commerce and the Agricultural Chamber of the Czech Republic according to its Rules by three arbitrators, and thus they will not be settled by a general court having a local jurisdiction pursuant to the registered office or the place of permanent residence of a defendant, that an arbitration award is final and decisive and is enforceable, no appeal may be filed against it, by delivering an arbitration award (decision) the award is final and conclusive and it may be performed, i.e. a distraint proceedings may be initiated to enforce the award, and the only measure to challenge the arbitration award is to file an action seeking its invalidity with a general regional court in whose district the seat of the Arbitration Court is situated, i.e. in this event with the Municipal Court in Prague, within 30 days of delivering an arbitration award.

13. FINAL PROVISIONS

13.1. If any provision of these Terms and conditions is or becomes invalid or ineffective, instead of the invalid provisions the provision shall be incorporated whose meaning is as closest as possible to the invalid provision. Invalidity or ineffectiveness shall be without any prejudice to the validity of the other provisions. Amendments and completions to the Purchase contract or the Terms and conditions must be made in a written form.

13.2. The Purchase contract including the Terms and conditions are archived by the Seller in an electronic form and is not accessible.

Contact data of the Seller: address for delivering mail:
MERIGLOBE WOMEN CLUB LTD
145-157 St John Street
London, EC1V 4PW
England

13.3. e-mail address: info@womenonline.club , telephone 0044 07543508254.

In London on 3.3.2015

MERIGLOBE WOMEN CLUB LTD