1. Definitions

**Seller** – operator of the online store (e-shop) at [www.jerronime.com](http://www.jerronime.com/),

Jerronime Health Center ltd., 4 Amazonian Flat 202, Germassogia 4041 Limassol, Republic of Cyprus.

**Purchaser** – natural or legal person who has placed an order via e-shop. For the purposes of Act No. 102/2014 Coll., the term consumer refers to a natural or legal person who is not purchasing goods for the purpose of it being sold to other persons, for business purposes or for the purpose of carrying out an occupation or a profession.
The term **E-shop** refers to a computer system located on the Internet with public access that allows the ordering of goods and services.
**Goods or services** – goods or services offered by the online store at jerronime.com

**Order** – Purchase Agreement that is concluded upon the confirmation of the ordering process in the e-shop by the Purchaser by selecting goods or services and completing an order form in full.
The Purchaser fully recognises electronic communication, particularly via e-shop and email communication.

1. Price

All specified prices for the goods/books include VAT and are final.
The Seller shall be bound by the price specified on the e-shop website at the moment a purchase is made.

Prices for other services offered by Jerronime Health Center ltd also include VAT.

1. Order

An order is made by confirming the ordering process in the e-shop or by confirming an order of a service on the website, selecting goods or services by the Purchaser including completing an order form in full. In order to process an order properly, it is necessary to fill in the required data in the order or in the payment order. By submitting an order, the Purchaser agrees with the price of the ordered goods and services and the order thus becomes binding for the Purchaser.
The Purchase Agreement shall be concluded upon the confirmation of the order by the Seller and such Purchase Agreement may be modified, terminated or amended only on the basis of a mutual agreement between the Purchaser and the Seller unless otherwise provided by the law or other legislation.
Upon the placement of an order in the e-shop, an email confirming the receipt of the order by the e-shop is automatically generated and sent to the Purchaser.
By submitting the order, the Purchaser is bound to pay the purchase price of the ordered goods.

1. Payment Terms
2. The goods (books sold within the Slovak and Czech Republics) may be paid for by the following payment methods:
- cash on delivery (you pay directly to the courier upon the receipt of the goods).
3. The payment for other services provided by the Jerronime Health Centre ltd company shall be made by credit card directly through this portal.
4. Delivery Terms

The Seller is obliged to send the ordered goods to the Seller within 30 days from the conclusion of the Purchase Agreement unless otherwise agreed or unless longer delivery time was specified for the selected goods.
If the goods are in stock, the goods shall be shipped according to the capacity in the shortest possible time.
If the order consists of several goods and services and part of these is not in stock, the Seller shall inform the Purchaser of this fact and of the possibility of partial deliveries.
The tax document (invoice) shall be available in an electronic form to the Purchaser in the email attachment.

The place of performance shall be deemed to be the place to which the goods are delivered.

6. Payment and Transport Terms and Conditions

These are charged according to the method of transport used and the conditions of the carrier.

1. Ownership Right Transfer

Ownership right is transferred from the Seller to the Purchaser only at the moment the price for the subject matter of the Purchase Agreement is paid in full.
In the event a complaint is filed by the Purchaser, the Seller reserves the right to handle goods or services that are still subject to the Seller’s ownership right only at the moment the payment of the subject matter of the Purchase Agreement is paid in full.

1. The Right of the Consumer to Return Goods Without a Justification and Consumer Instruction

Under the Consumer Protection Act on the sale of goods and provision of services on the basis of a distance contract or an off-premises contract and on amending and supplementing certain acts (hereinafter referred to as the “Act”), the consumer has the right under the provisions to withdraw from the Purchase Agreement within 14 calendar days of the receipt of goods. If the subject matter of the Purchase Agreement is the delivery of goods, the consumer is entitled to withdraw from the Agreement even prior to the delivery of goods.
Should the consumer wish to exercise this right, the consumer shall deliver the written withdrawal from the Purchase Agreement in person not later than on the last day of a specified period to the Seller’s contact address or deliver this withdrawal to the post office not later than on the last day of the period to the address specified in contacts. After the notice of withdrawal from the Agreement, the consumer shall send or deliver in person the undamaged subject matter of the Agreement he/she is withdrawing from along with all documentation – e.g. the original copy of the invoice, instruction manual and other documentation relating to the goods, which were delivered to the consumer along with the goods, and not later than 14 days from the date of withdrawal. It is recommended that the Purchasers make a copy of the invoice for their own use and send the goods by registered mail and as an insured item. You can use the following form to withdraw from the Agreement: [Withdrawal from the Purchase Agreement](https://www.nutrition.sk/content/15-odstupenie-od-zmluvy), in which it is necessary to fill in at least the data marked with an asterisk – “\*”.
Do not send us the goods via cash-on-delivery consignments, such goods will not be taken over.
The e-shop operator shall return the paid-up performance for the goods/service including transport costs within the meaning of Section 9(3) as well as costs demonstrably incurred as a result of ordering goods within 14 days of the date of delivery of the withdrawal from the Agreement but the operator shall not be obliged to refund the money prior to the delivery of goods or if the consumer fails to prove the goods have been shipped, this does not apply in the case where the Seller suggested to pick up the goods in person.
The consumer shall bear all costs related to the return of the goods.
The right to withdraw from the Agreement shall not apply to goods and services specified in Section 7(6)(a) to (l).
The consumer shall bear any diminution in the value of the goods resulting from their handling necessary to ascertain the properties and functionality of the goods.

1. Rights and Obligations of the Contracting Parties

The Seller and the Purchaser are considered to be the Contracting Parties.

The Purchaser shall be obliged to
a) take over the ordered goods,
b) pay the agreed-upon remuneration for the goods to the Seller,
c) inspect the integrity of the packaging or the goods itself during the take-over,

d) in the case of payment for services, pay for the services immediately upon the delivery.

The Seller shall be obliged to
a) supply the customer with goods or a service of the required quality, quantity and at the agreed price,
b) send all documentation relating to the goods to the customer, such as the invoice for the goods, the letter of complaint, the instruction manual in the codified form of the Slovak language, in addition to the goods itself.

1. Compensation for Damages in the Event of a Failure to Take Over the Goods

a) The Seller shall be entitled to compensation for damages in the event the Purchaser ordered goods without cancelling the order or without withdrawing from the Agreement and at the same time failed to take over such goods from the carrier or in case of selecting in-person delivery, failed to take over the goods in person. By doing so, the Purchaser breached his/her obligation specified in Article 9(a) which stipulates the Purchaser shall be obliged to take over the ordered goods.

b) When determining the amount of the compensation for damages, the Seller shall take into account, in particular, the transport costs and the related fees in case the goods were shipped, the costs related to packaging, dispatching and administration of the order as well as all other costs incurred as a result of carrying out the order in question and at the same time the Seller shall be entitled to charge the customer loss of profit.

c) The Seller shall be entitled not to exercise the right to compensation for damages or to exercise this right only in part.

d) In the case of services already provided, there is no possibility of establishing a contractual relationship.

1. Personal Data and Their Protection

11.1. The Contracting Parties agreed that the Purchaser shall notify the Seller of his/her name and surname, permanent address including the postal code, telephone number, and email address. If other personal data of the purchasers is processed by the Seller, these are processed to the extent necessary to fulfil the obligations resulting from the Purchase Agreement. The Purchaser provides personal data to the Seller voluntarily in order to fulfil his/her obligations resulting from the Purchase Agreement and to further communicate with the Seller. Should the data not be provided, the Seller shall not be able to properly fulfil the Agreement with the Purchaser and therefore it will not be possible to conclude the Agreement with the Purchaser at all. The purpose of personal data processing is tax document issuance, pre-contractual relations, Purchaser identification, order confirmation by phone or email, delivery of goods, customer loyalty programme management, performance of marketing activities, and provision of information regarding events, news and discounts.

11.2. The Seller shall process personal data of data subjects for the purpose of loyalty programmes and for marketing purposes with the consent of the data subject and pursuant to the Act on Personal Data Protection. The data subject expresses his/her consent to the processing of personal data when ordering goods through the online store at www.jerronime.com or by any other appropriate means.

11.3. By submitting an order to the Seller, the Purchaser declares to agree with the processing and storing of his/her personal data by the Seller, especially those that are mentioned above and/or are necessary for the Seller’s activities, and with the processing of such data in all information systems of the Seller. The Seller shall process these personal data for a period of 24 months unless otherwise stipulated by law. At the same time, the Purchaser declares to give consent to the Seller to process his/her personal data for the purpose of keeping records of the Purchase Agreements concluded between the Seller and the Purchaser, invoices and other documents for marketing purposes and for the purpose of transport of the purchased goods. The Seller shall be entitled to use personal data for processing with the consent of the data subject for the aforementioned purposes in order to improve the quality of goods and services provided and to increase customer satisfaction. The Seller undertakes to treat and handle the Purchaser's personal data in accordance with the applicable legislation of the Slovak Republic. The Seller shall process the Purchaser’s personal data only for a period necessary to fulfil his/her obligations resulting from the Agreement and the generally binding legal regulations. After fulfilling the purpose of processing, the Seller shall immediately ensure the destruction of the Purchaser’s personal data. The Purchaser may at any time withdraw his/her consent to the processing of personal data in writing. The consent shall expire within 1 month from the receipt of the withdrawal of consent by the Purchaser to the Seller and the data shall subsequently be destroyed. The Seller shall not disclose personal data to any third party unless it is necessary to fulfil the obligations resulting from the Purchase Agreement. The Purchaser acknowledges that his/her personal data shall be disclosed or provided to a third party (e.g. carrier) in order to fulfil the obligations resulting from the Purchase Agreement.

11.4. The Purchaser shall have the right and the opportunity to update personal data directly in the online mode on the website of the online store, in the customer section, immediately after logging in.

11.5. The Seller declares that pursuant to the Act on Personal Data Protection the personal data are to be obtained solely for the purposes referred to in Article 11.1., 11.2. and 11.3. hereof.

11.6. The Seller declares to ensure that personal data is to be processed and used solely in a manner that corresponds to the purpose for which it was collected.

11.7. The Seller declares to process personal data in accordance with good morals and to act in a manner that does not contradict or circumvent the Act on Personal Data Protection or other generally binding legal regulations.

11.8. The Purchaser shall have the right, upon written request, to require from the Seller a confirmation whether or not his/her personal data is processed,
the information in a generally comprehensible form regarding the processing of personal data in the information system to the extent:

a) identification data of the Seller and the Seller’s representative, if appointed,
(b) the intermediary’s identification data; this does not apply if the Seller fails to comply with the Act on Personal Data Protection when obtaining personal data,

c) the purpose of the processing of personal data,

d) a list of personal data or the scope of personal data pursuant to the Act on Personal Data Protection; and

e) additional information which, having regard to all the circumstances and conditions of the personal data processing, is necessary for the Purchaser to guarantee his/her rights and interests protected by law, in particular

– information on the voluntary or obligatory nature of providing the personal data requested; if the Seller obtains the Purchaser’s personal data on the basis of the Purchaser’s consent pursuant to the Act on Personal Data Protection, the Seller shall inform the Purchaser of the period of expiry of his/her consent, and if the Purchaser’s obligation to provide the personal data results from a directly-enforceable legally-binding Act of the European Union, an international treaty binding the Slovak Republic or the law, the Seller shall inform the Purchaser of the legal basis which imposes this obligation on the Purchaser and shall inform the Purchaser of the consequences of the refusal to provide personal data,
– third parties, provided that it is assumed or evident that they are to be provided with the personal data,
– group of recipients, provided that it is assumed or evident that they are to be given access to the personal data,
– form of publication where the personal data are to be disclosed,
– third countries, provided that it is assumed or evident that the personal data are to be transferred to such countries,

; when issuing a decision pursuant to Article 11.12. hereof, the Purchaser shall be entitled to familiarise himself/herself with the procedure of processing and evaluating operations,

precise information in a generally comprehensible form regarding the source used to obtain his/her personal data for processing,
list of his/her personal data that is subject to processing in a generally comprehensible form,
correction or destruction of his/her incorrect, incomplete or outdated personal data that is subject to processing,
destruction of his/her personal data whose purpose of processing ended; if official documents containing personal data are subject to the processing, he/she may request their return,
destruction of his/her personal data, which are subject to processing if the law has been violated,
blocking of his/her personal data due to the withdrawal of consent prior to the expiry of its validity, if the Seller processes personal data on the basis of the Purchaser’s consent.

11.9. The Purchaser’s right pursuant to Article 11.8. point 5 and 6 hereof may be restricted only if such a restriction results from a special law or if its application would violate the Purchaser’s protection or the rights and freedoms of other persons.

11.10. On the basis of a free written request, the Purchaser shall have the right to object to

the processing of his/her personal data, which he/she assumes are or will be processed for direct marketing purposes without his/her consent, and to request their destruction,
the use of the Purchaser’s title, name, surname, and address for direct marketing purposes in the postal system, or
the provision of the Purchaser’s title, name, surname, and address for direct marketing purposes.

11.11. The Purchaser shall be entitled, by way of written request or in person if the matter is urgent, to object at any time to the processing of personal data by the Seller by expressing justified reasons or submitting evidence of unauthorised interference with his/her rights and protected interests, which are or can be in a particular case harmed by such personal data processing; if there are no legal obstacles to it and it is proved that the Purchaser’s objection is justified, the Seller shall be obliged to block such personal data the processing of which was objected to by the Purchaser without undue delay and destroy them as soon as circumstances allow it.

11.12. The Purchaser shall be further entitled, by way of written request or in person if the matter is urgent, to object at any time and not to comply with the Seller’s decision, which would have legal effects or significant impact on Purchaser, if such decision is made solely on the grounds of acts of automated processing of the Purchaser’s personal data. The Purchaser shall have the right to ask the Seller to review the issued decision by method other than the automated form of processing, whereas the Seller shall be obliged to comply with the Purchaser’s request, so that the decisive role in the decision review has an authorised person; the Seller shall inform the Purchaser about the method of review and the result of findings within the period stipulated under Article 11.19. hereof. The Purchaser shall not have this right only in case a specific law, which lays down measures for the provision of justified interests of the Purchaser, stipulates so, or if the Seller made a decision as part of pre-contractual relationships or during the term of contractual relationships, with which the Seller complied with the request of the Purchaser, or if the Seller took other reasonable measures under the Agreement to ensure justified interests of the Purchaser.

11.13. If the Purchaser exercises his/her right

in writing and the content of his/her request implies that he/she exercises his/her right, the request shall be deemed served under the Act; request submitted via electronic mail or fax shall be delivered by the Purchaser in writing not later than within three days from the date of sending,
personally in verbal form on record in minutes, which must make it clear who exercised the right, what the person seeks and who made the minutes, the person’s signature and the signature of the Purchaser; the Seller shall give the copy of the minutes to the Purchaser,
at the intermediary pursuant to point 1 or 2 of this paragraph hereof, and the intermediary shall forward such request or the minutes to the Seller without undue delay.

11.14. In case the Purchaser suspects that his/her personal data are processed without authorisation, the Purchaser can file a motion to the Office for Personal Data Protection of the Slovak Republic to start proceedings about the personal data protection.

11.15. In case the Purchaser does not have full legal capacity, his/her rights can be exercised by his/her legal representative.

11.16. If the Purchaser is deceased, his/her rights resulting from the Act can be exercised by a close person.

11.17. The Purchaser’s request pursuant to Article 11.8. points 1 to 3, 5 to 8 hereof and Article 11.10. to 11.12. hereof shall be handled by the Seller free of charge.

11.18. The Purchaser’s request pursuant to Article 11.8. point 4 hereof shall be handled by the Seller free of charge in addition to payment of an amount which cannot exceed the amount of material costs related to making copies, procuring technical media and sending information to the Purchaser, unless otherwise stipulated by a specific law.

11.19. The Seller shall be obliged to handle the Purchaser’s request in writing pursuant to Articles 11.17. and 11.18. hereof not later than 30 days from the date of delivery of the request.

11.20. The Seller shall notify the Purchaser and the Office for Personal Data Protection of the Slovak Republic in writing without undue delay of the limitations to the Purchaser’s rights pursuant to Article 11.9. hereof.

As a Purchaser, I am aware of the fact that I have the right to withdraw the aforementioned consents in writing at any time.

As a Purchaser, I declare that I have been informed about the conditions of processing of personal data by the operator pursuant to Section 15(1), which are published on the website [www.jerronime.com](http://www.jerronime.com)

Consent to personal data processing – marketing

I hereby give my consent to the protection of personal data, as amended, to the processing of my personal data to the extent of the email address by the online store www.jerronime.com.

I declare that I have been informed about the conditions of processing of personal data by the operator pursuant to Section 15(1).

1. Final Provisions

The Seller shall have the right to modify or amend the Terms and Conditions and the Complaints Procedure without any previous notice to the Purchaser. In the event of a change in the Terms and Conditions or the Complaint Conditions, the entire purchase process shall be governed by the Terms and Conditions that were in effect at the time the order was sent by the Purchaser and these are available on the Seller’s website.
The Complaint Conditions form an integral part hereof.
By submitting an order, the Purchaser expresses consent with the Terms and Conditions as well as the Complaint Conditions and agrees with their wording.

The Terms and Conditions and the Complaint Conditions are published on the e-shop website.

 Jerronime Health Centre ltd.