

GENERAL TERMS AND CONDITIONS

BASIC VENDOR INFO:

Name: ALIGER ARS Limited Liability Company for trade, marketing and services

Short name: ALIGER ARS d.o.o.

Headquarters: Zagreb (The City of Zagreb), Vladimira Filakovca 7

Office address: Strojarska cesta 19, Zagreb

The Company entered into the Court Registry, Court in Zagreb, under registry insert no. 1-65048.

Commercial bank and account number IBAN: HR4623600001101992292, Zagrebačka banka d.d., Zagreb

VAT: HR73961521191

MBS: 080274019

Company members: Aleksandra Dojčinović

Authorized representatives: Aleksandra Dojčinović and Snježana Dojčinović

Telephone No.: +385 01 4855 324

E-mail address: webshop@leiloubyalex.com

The consumer, with the status of buyer, concludes a purchase agreement with ALIGER ARS limited liability company for trade, marketing and services, Vladimira Filakovca 7, Zagreb (hereafter: ALIGER ARS d.o.o.), with the status of seller.

Legal entities as buyers are subject to the Civil Obligations Act (Zakon o obveznim odnosima) and the Electronic Commerce Act (Zakon o elektroničkoj trgovini), so the Consumer Protection Act (Zakon o zaštiti potrošača) does not apply. These General Terms and Conditions are applicable to legal entities in the section that defines:

- prices and payment methods
- basic product features
- contract award procedure
- description of delivery methods and costs
- general information
- waiver of liability and
- the moment of agreement conclusion.

The seller, upon its own choice, may in each specific case provide a legal entity with the rights provided for the buyer having the consumer status.

A user is a person that uses the www.leiloubyalex.com website, including any buyer or visitor of the www.leiloubyalex.com website.

Making a purchase agreement through the www.leiloubyalex.com website is regulated in accordance to legal provisions, particularly taking into account the principles and provisions of European Union directives. Contracting through the www.leiloubyalex.com website is considered to be a distance contract.

The General Terms and Conditions also represent pre-contractual information, and are valid for the purposes of a purchase agreement where the buyer is a consumer, i. e. any physical person who concludes a legal business or acts in the marketplace outside of their trade, business, artisan or professional activity, and when the agreement is signed between a seller and a consumer by means of an organized system of sale or services, without a concurrent physical presence of the seller and the buyer at the same place, and

where one or more means of distant communication are exclusively used up to the moment of the conclusion of the agreement.

The means of distance communication are all means that can be used for distance contracting without the concurrent physical presence of the seller and the buyer, such as the Internet and e-mail.

The agreement is concluded in the moment when the seller accepts the buyer's bid, and all the content published at the www.leiloubyalex.com website represents an invitation to bid. The seller can terminate the purchase agreement if the buyer does not pay the purchase price amount, and the seller is not obliged to deliver the product until the moment of the receipt of the purchase price amount, except in cases when the buyer chooses to use cash-on-delivery method. If the buyer, for any reason, does not take over the shipment and it therefore returns to the seller, the seller will not repeat the delivery.

The constituent part of the General Terms and Conditions are also the General Personal Data Protection Conditions. The content of the www.leiloubyalex.com website is available in Croatian and in English. The official language for the conclusion of agreement is Croatian language.

MAIN FEATURES OF PRODUCTS

The buyer is introduced to main product features at the www.leiloubyalex.com website.

ALIGER ARS d.o.o. reserves the right to modify the information at the website, including the product prices and special offers, without prior notice. Next to the product image, a description of the important product features is available, as well as the product's price with VAT included. Prices, payment conditions and special offers are valid only at the time of order and/or payment.

AGREEMENT PROCEDURE

The purchase is performed on the **ALIGER ARS d.o.o.** website, www.leiloubyalex.com, by filling the designated form. When filling the form, the buyer is obliged to fill in all the required data. The purchase can be made only with the buyer's confirmation that they have read and understood the General Terms and Conditions, and that they are aware that this constitutes an order with obligation to pay.

The purchase is possible 24 hours a day, 7 days a week. **ALIGER ARS d.o.o.** is not responsible for any costs incurred by the use of computer equipment and telecommunication services necessary to access the service. The buyer will be informed via e-mail about order confirmation (the receipt of the electronic message that includes the buyer's bid) and about the package shipment.

In case that **ALIGER ARS d.o.o.** is, for whatever the reason, not able to deliver some of the products ordered, the buyer will be contacted via telephone or e-mail by an **ALIGER ARS d.o.o.** employee with the purpose of making arrangements about delivery of a replacement product, or optionally about product order cancellation.

The purchase of products and/or services on behalf of and for the benefit of a minor or a person deprived of their business capacity (completely or partially) can be performed only by their legal representatives.

The purchase is performed by ordering available products that are chosen by the buyer, based on the product's photograph and basic information. The photographs are illustrative and do not always and in all

details have to match the available products. The purchase is performed through several simple steps in the comfort of a buyer's home, from anywhere in the world.

1. **Product search is possible by different criteria.** After entering a term in "Search" box, products related to the search term will appear. The buyer can choose a product of their interest, and read available product description, in order to make an independent decision whether the product suits their needs. The buyer chooses the products from the **ALIGER ARS d.o.o.** products catalogue, which is arranged by product categories.
2. **The ordering of products is conducted electronically.** By clicking on "Add to Shopping Bag", the selected product is added to the shopping bag. The product is neither reserved, ordered nor purchased by adding it to the bag alone. The buyer can continue to add products by clicking on "Continue Shopping", or review the bag content by clicking on "View Shopping Bag", or finish the product selection process by clicking on "Checkout". When the product selection process is concluded by clicking on the "Checkout" button, the buyer will be redirected to a page where they can select payment method, delivery method, where a code can be entered if the customer has a coupon or gift card, where additional notes optionally can be added, and where a checkbox can be checked in case that the customer wants a tax-deductibles invoice (R1). The purchase cannot continue without checking the "I accept the general terms and conditions" checkbox, where by checking it the buyer confirms that they have read and understood the General Terms and Conditions, and that they agree with them, and without checking the "I am aware that placing an order implies an obligation to pay" checkbox. By clicking on "Change Shopping Bag Content" the buyer can change the content of their shopping cart. If the buyer agrees with the purchase of products included in the cart, they can click on the "Pay" icon. When the buyer clicks on the "Pay" icon and finalizes the order, the seller will send these General Terms and Conditions to their e-mail address, together with the order receipt, and the order number which confirms that the purchase order has been received and is being processed.
3. **The seller will also e-mail to the buyer,** to their e-mail address, the confirmation of contracted purchase agreement, together with the confirmation that the package was sent.
4. **If the buyer does not receive the products ordered and paid for within 20 working days** (Saturdays, Sundays, and bank holidays excluded) after the date of payment, or 20 working days (Saturdays, Sundays, and bank holidays excluded) after the contracting of the purchase agreement with cash-on-delivery payment method, they must inform **ALIGER ARS d.o.o.** about this by writing to the e-mail address webshop@leiloubyalex.com.
5. **If the buyer did not receive the purchase confirmation via e-mail in 72 hours,** or was not able to access the service in the way described in the e-mail, they must inform the seller about this by writing to the email address webshop@leiloubyalex.com or by calling +385 1 4855 324 on working days from 8 a.m. – 4 p.m.
6. In case that **ALIGER ARS d.o.o.**, for whatever the reason, is not able to deliver some of the products ordered, the buyer will be contacted via phone or e-mail by an employee of **ALIGER ARS d.o.o.**, with the purpose of reaching an agreement about the delivery of a replacement product or, optionally, about the product order cancellation.
7. In case of problems or confusion during the ordering process, the buyer can contact **ALIGER ARS d.o.o.** by writing to webshop@leiloubyalex.com or by calling [+385 1 4855 324](tel:+38514855324), on working days from 8 a.m. – 4 p.m.

PRODUCT PRICES AND METHODS OF PAYMENT

The buyer is obliged to pay the product ordered by one of the following methods:

- Credit or debit card – direct Internet payment, by using the card payment service: Visa Electron, American Express, MasterCard, Maestro, Visa and Diners.

Residents of the Republic of Croatia can, besides credit or debit card payments, use one of the additional payment methods:

- **Cash-on-delivery (on receipt)** – the customer can pay in cash to the deliverer at the moment of delivery to their address. Payment can be made in cash exclusively, i.e. it is not possible to pay at point of delivery with a credit card.
- **Bank Transfer** – the information necessary to perform the payment will be e-mailed to the buyer, including the account number to which the buyer must pay the order amount. The buyer can perform the payment by using Internet banking, or by paying in bank branch office, post office, or FINA, etc. After the payment is received, the products ordered will be mailed to the buyer, to the address specified in the order.

PRODUCT DELIVERY

The purchase agreement is concluded at the moment of acceptance of the buyer's bid, and the product will be delivered to the delivery service **within 5 working days** (Saturdays, Sundays, and bank holidays excluded) after the receipt of payment of the order price amount, except in case of cash-on-delivery payment method.

If the buyer chooses the cash-on-delivery payment method, the purchase agreement is concluded with the moment of bid acceptance, and the product will be delivered to the delivery service within 5 working days (Saturdays, Sundays, and bank holidays excluded) after the conclusion of the purchase agreement.

To the buyer who is a resident of the territory of the **Republic of Croatia, the product will be delivered within 8 working days** (Saturdays, Sundays, and bank holidays excluded) from the moment of delivery to the delivery service; to the buyer who is a resident of the **European Union the delivery will be completed within 15 working days** (Saturdays, Sundays, and bank holidays excluded); to the customer who is a resident of the **United States of America delivery will be completed within 15 working days** (Saturdays, Sundays, and bank holidays excluded); and to the buyer who is a resident of the **Republic of Serbia or Republic of Bosnia and Herzegovina within 15 working days** (Saturdays, Sundays, and bank holidays excluded).

The tax-deductible invoice (R1) must be requested by the buyer during the order process; later requests for the tax invoice cannot be accepted. If the payment is made using the bank transfer method (wire transfer or internet banking), the buyer must use the payment information provided by the seller in an e-mail.

The contracted purchase price includes all taxes and duties, and is expressed in Croatian kuna. Along with the price in Croatian kuna, the price is also stated in US dollars, euros, Bosnian-Herzegovinian convertible marks and Serbian dinars, and the customer pays for the currency conversion costs.

DELIVERY METHOD DETAILS

The products ordered are delivered by **ALIGER ARS d.o.o.** under the terms specified under the "Product prices, methods of payment and product delivery" section. The delivery is made through Systems Croatia d.o.o. za usluge, Varaždinska 116, Popovec, VAT No. HR88360795357, and DHL International d.o.o., hitna dostava širom svijeta, Utinjska 40, Zagreb, VAT no. HR79069474349.

ALIGER ARS d.o.o. will check the correctness of each product before each shipment.

Delivery costs

The delivery costs are paid in full by the buyer, except when otherwise indicated at the www.leiloubyalex.com website.

ALIGER ARS d.o.o. delivers in the Republic of Croatia, United States of America, European Union, the Republic of Serbia, and the Republic of Bosnia and Herzegovina.

It is the obligation of the buyers to accept the package and check the package content in front of the deliverer, in order to avoid subsequent claims about items damaged during the shipping.

In case that **ALIGER ARS d.o.o.** is unable to deliver the product ordered, it will inform the buyer about the circumstances. The buyer can cancel the order or wait until the product becomes available again. If **ALIGER ARS d.o.o.** is not able to deliver the product within the agreed term of delivery, it will inform the customer about this, and the customer shall allow a reasonable additional term for meeting the requirements of the purchase agreement.

If the buyer does not accept the product, or refuses to accept the product without a valid reason, **ALIGER ARS d.o.o.** retains the right to claim the refund of costs incurred for manipulation, shipment, and other possible costs.

GENERAL INFORMATION

Before they start using the www.leiloubyalex.com website (hereafter: website) owned by **ALIGER ARS d.o.o.**, the users, i. e. the buyers, are obliged to become acquainted with the website's General Terms and Conditions. If they have any additional questions or doubts regarding the General Terms and Conditions, they can send all questions in writing to e-mail address webshop@leiloubyalex.com.

By accessing the website or using any part of its contents, the user accepts the General Terms and Conditions of the www.leiloubyalex.com website, as well as any other rules and terms of usage for the above-mentioned Site and services it provides. The users agree that they will not use the Site in such a way that harms its authors or any other third person, and they accept all the risks connected with using the Site and its services. If the user does not agree with the above noted, they must stop using the Site and all the services it provides.

The Site content is protected by copyright law. Any modifications, leasing, sale or distribution of the Site content is possible only with prior written permission from **ALIGER ARS d.o.o.**

ALIGER ARS d.o.o. provides the website usage in the best way possible. This includes: server monitoring, capacity expansion according to the number of users, user support, and elimination of any errors and problems in system operation. **ALIGER ARS d.o.o.** does not hold responsibility for possible problems with

the functioning of the website and services. **ALIGER ARS d.o.o.** cannot guarantee that the website usage will not be interrupted or without errors. The user agrees that the access to the website can sometimes be interrupted or temporarily unavailable. The users use the website at their own responsibility.

ALIGER ARS d.o.o. is in no way responsible for any damage that user may undergo by using the www.leiloubyalex.com website. The authors and other physical or legal persons involved in the creation, development and distribution of www.leiloubyalex.com website are not responsible for any damage caused by the use or inability to use the website.

ALIGER ARS d.o.o. retains the right to block access to www.leiloubyalex.com website to any user when the website is used inappropriately. **ALIGER ARS d.o.o.** retains the right to refuse access to www.leiloubyalex.com website to anyone, based on its own assessment. The user agrees that they will use the www.leiloubyalex.com website in a way that does not endanger its resources and services. Inappropriate use of www.leiloubyalex.com website is forbidden and results in termination of the right to access the website.

The user must keep their user account information secret, and is completely responsible for any damage resulting from unauthorized use of their user account.

ALIGER ARS d.o.o. retains the right to modify or amend the General Terms and Conditions at any moment. Modifications take effect with the day of publication at the www.leiloubyalex.com website. Continued use of the website or any part of its contents is considered to represent an agreement to modified or amended General Terms and Conditions. **ALIGER ARS d.o.o.** recommends periodical checking of General Terms and Conditions, in order to be informed of the possible modifications.

ALIGER ARS d.o.o. retains the right to modify, amend or terminate any part of its operation, at any moment and without prior notice, including the Site or any of its parts, services, subpages, or any other service it provides. The right includes, but is not limited to, change of the time of content availability, availability of any data, any means of transfer, as well as the rights to access or use the website.

It is the duty and obligation of the user to use the website in accordance with positive regulations and general moral and ethical principles. **ALIGER ARS d.o.o.** retains the right to execute control of the website's content, in order to ensure compliance with the General Terms and Conditions and all positive regulations. All modifications of terms and conditions are valid immediately upon their publication at the www.leiloubyalex.com website.

RETURN POLICY

ALIGER ARS d.o.o. (hereafter: the Seller) is responsible for material deficiencies of products up to the moment of transfer of risks to the buyer (the moment of handing items over to the buyer or any third person designated by the buyer, except the delivery service), regardless of whether the material deficiency was known to the Seller or not. Also, the Seller is responsible for those material deficiencies that arose after the risk has been transferred to the buyer if they were a consequence of pre-existing causes. It is assumed that the deficiency that arose within 6 months after the risks were transferred to the buyer existed at the time of risk transfer, except in cases when the Seller is able to prove otherwise, or the contrary is a consequence of the nature of the item or the nature of the deficiency.

The deficiency exists:

1. if the item does not have features required for its regular use or operation,

2. if the item does not have features necessary for a specific use that the buyer purchased it for, and this fact was known to the Seller or it had to be known to the Seller,
3. if the item does not have features and qualities that are explicitly or implicitly contracted, or stipulated,
4. if the Seller delivered an item that is not equal to a sample or a model, except in cases when sample or a model were presented for informative purposes only,
5. if the item does not pose features that otherwise exist with other items of the same kind, and those are the features that the buyer could reasonably expect to be present, in accordance with the nature of the item, especially taking into account all public statements given by the Seller, the manufacturer and their representatives about the item features (advertising, item labeling, etc.).

The consumer must inform the Seller about the presence of any visible deficiencies within the period of two months after they discover such a deficiency, and within two years after the risk transfer to the customer at the latest.

When, upon the receipt of an item by the buyer, it turns out that the item has a deficiency that could not be discovered by usual inspection at the time of delivery, the buyer must, under threat of loss of their rights, inform the Seller about such a deficiency within two months, counting from the date when the deficiency was discovered.

The Seller is not responsible for deficiencies that arise more than two years after the item delivery. The rights of the buyer who informed the Seller in a timely manner about the existence of such deficiencies expire after two years, starting from the date when such information was sent to the Seller, except in cases when the buyer was prevented from exercising their right because of the Seller's fraud.

When the existence of a material deficiency is established, the Seller might have one of the following obligations, all in accordance with the Civil Obligations Act (Zakon o obveznim odnosima):

- removal of the deficiency,
- deliverance of another product without the deficiency,
- price discount,
- agreement termination.

Rights arising out of any material deficiency of an item are regulated by the Civil Obligations Act (Zakon o obveznim odnosima).

When the buyer is a legal entity, the regulations of material deficiencies from the Civil Obligations Act (Zakon o obveznim odnosima) apply, especially in parts where the material deficiency is regulated differently for legal persons, compared to regulations of these General Terms and Conditions, then the regulations from the Civil Obligations Act (Zakon o obveznim odnosima) apply.

Right To Unilateral Agreement Termination

The consumer can unilaterally terminate the agreement within 14 days, without giving reasons.

The **14 days term** starts with the date when the product was delivered into the possession of the consumer, or a third person designated by the consumer, except the delivery service.

If the consumer orders multiple pieces of a product that need to be delivered separately, i. e. if the goods in case must be delivered in more than one piece or more than one shipment, the 14 days term starts with the date when the first such piece or the first shipment of the product was delivered to the consumer, or a third person designated by the consumer, except the delivery service.

In case that the consumer was not notified about their rights regarding the agreement termination, the right of the consumer to unilaterally terminate the agreement expires 12 months after the 14 days term expiration.

In case that the Seller notified the consumer about their rights regarding unilateral agreement termination within 12 months, the right to unilaterally terminate the agreement expires 14 days after the date when the consumer received such a notification.

In order to execute their rights regarding the unilateral agreement termination, the consumer must inform the Seller about their decision to unilaterally terminate the agreement in the term no later than 14 days, and with an unambiguous statement **sent by mail** to ALIGER ARS d.o.o. address, Vladimira Filakovca, 7, Zagreb, **or by e-mail** to webshop@leiloubyalex.com, where the consumer must state their name and surname, address, telephone or fax number, or e-mail address, and the consumer may, according to their choice, also use the unilateral agreement termination form, provided below.

The unilateral agreement termination form can also be filled and sent online, by clicking on the online form.

The acknowledgement of receipt of the unilateral agreement termination statement by the Seller will be sent to the consumer immediately by e-mail. In case of agreement termination, each party shall return to the other party everything that it received based on the terms of the agreement. Except in cases when the Seller offers to personally take over the goods that the buyer wants to return, the Seller shall make the cash refund only after such goods are actually returned, or when the buyer provides proof that the goods were sent back to the Seller, in case that the Seller was notified about it before the goods were delivered.

The Seller has no obligation to refund additional costs that result from the buyer's explicit choice of means of delivery, different from the least expensive means of standard delivery offered by the Seller. The Seller must perform the refund using the same means of payment used in the consumer's order, except in cases where the Seller explicitly agrees to some other means of payment, provided that the consumer would not be obliged to pay for any other costs incurred because of such a refund.

Except in case when the Seller offers to take over the goods that the consumer wants to return in person, the consumer must return the goods without delay and no later than 14 days from the date when they informed the Seller about their decision to terminate the agreement. It is considered that the consumer fulfilled their commitment regarding the timely return of goods when they mail the delivered goods to the Seller, or a person designated by the Seller to receive the goods.

All direct costs of product return are to be borne by the consumer. The consumer is responsible for any incurred reduction of the value of goods that resulted from usage, except such usage that was necessary to determine the product's nature, characteristics and functionality.

In order to make it possible for the consumer to determine the nature, characteristics and functionality of the goods, they can use and inspect the goods exclusively in a way that is usual when purchasing goods at the Seller's premises. The buyer can not wear, wash, iron, shorten and/or tailor, remove a sewn label and/or sewn logo, nor perform any other activity that reduces the value of the goods for the goods that the buyer wants to return within 14 days.

During the period when the consumer has the right to return the goods, they must keep the goods with due care, and must behave as a particularly careful and conscientious person. In the case that the value of the product is reduced as the result of product use, the Seller will be compensated from the amount of the payment received in the proportion of the impairment of the goods, according to the Seller's own estimate, taking into account objective criteria in each individual case.

In order to simplify the writing of the written agreement termination for the consumer, a sample form for unilateral agreement termination is provided below that the consumer can fill and mail to the Sellers mailing address, **ALIGER ARS d.o.o.**, Vladimira Filakovca 7, 10 000 Zagreb, or e-mail to webshop@leiloubyalex.com. The consumer can also submit agreement termination also by clicking on the link provided above.

The right to termination of the purchase agreement does not exist in cases when:

- the subject of the contract are goods that were made according to the consumer's specification, or were obviously tailor-made for the consumer.
- the subject of the contract are sealed goods that, because of health or sanitary reasons, are not suitable for return if they have been unsealed upon delivery,
- the subject of the contract are goods that are, due to their nature, inseparably mixed with other items,
- the consumer specifically asked to visit the Seller at his premises with the purpose to perform urgent repairs or maintenance, with the proviso that if, during such a visit, together with the services that were explicitly asked for by the consumer, the Seller performed some other services, or delivered some other goods together with the ones that are necessary to perform urgent repairs or maintenance, the consumer has the right to unilaterally terminate the agreement regarding those additional services or goods.

When the buyer is a legal entity, this section of the General Terms and Conditions, with the title "Right to unilateral agreement termination", does not apply. For legal entities, the provisions of the Civil Obligations Act (Zakon o obveznim odnosima) and Electronic Commerce Act (Zakon o elektroničkoj trgovini) are in force. Click here for the online form of unilateral agreement termination.

Note about the way to submit a written customer complaint

The consumer can send complaints, according to the provisions of Art. 10. of the Civil Obligations Act (Zakon o obveznim odnosima), by mail to **ALIGER ARS d.o.o.**, Vladimira Filakovca 7, 10 000 Zagreb, by e-mail to webshop@leiloubyalex.com, or personally at the premises of the Seller at the address **ALIGER ARS d.o.o.**, Strojarska cesta 19, 10000 Zagreb, and/or at the address Lei Lou, Frankopanska 6, 10000 Zagreb, and/or at the address Lei Lou, Marmontova 2, 21000 Split.

In order to make it possible for **ALIGER ARS d.o.o.** to respond to the written complaint which was not sent by e-mail, the consumers are kindly asked to state correct information about their name and surname, and the address where the reply is to be delivered. By law, **ALIGER ARS d.o.o.** must reply to any customer complaint in written form within 15 days latest after the reception of the complaint.

In case of dispute, **ALIGER ARS d.o.o.** and the consumer will resolve the conflict peacefully, and if this is not possible, the Municipal Civil Court (Općinski građanski sud) in Zagreb is the competent court, with the application of Croatian law. The dispute resolution is also possible at The Court of Honor of Croatian Chamber of Economy, or other meditation centers.

Consumer disputes can also be solved thorough [ODR platform of the European Commission](#).

With consumer's acceptance of the General Terms and Conditions, they also accept all other terms and conditions mentioned at the www.leiloubyalex.com Site, as well as all other regulation published on the Site. If a consumer does not agree to any stipulations of the pre-contractual information, or of the General Terms and Conditions, they are kindly asked not to use www.leiloubyalex.com website and not to conclude any sales agreement.

ALIGER ARS d.o.o. retains the right to modify these General Terms and Conditions and other regulation without prior notice. The General Terms and Conditions are in accordance with the laws of the Republic of Croatia.

When the buyer is a legal entity, the customer protection and regulation of the Consumer Protection Act (Zakon o zaštiti potrošača) do not apply. In regard to the written consumer complaint, these rules and regulations do not apply to legal persons; the rules and regulations of the Civil Obligations Act (Zakon o obveznim odnosima) and the Electronic Commerce Act (Zakon o elektroničkoj trgovini) apply instead.

GENERAL PERSONAL DATA PROTECTION CONDITIONS

SECURITY OF ONLINE PAYMENT

While conducting payments on our web shop you are using CorvusPay – an advanced system for secure acceptance of credit cards on the Internet.

Corvus Pay ensures complete privacy of your credit card data from the moment you type the information in the Corvus Pay payment form. Data required for billing is forwarded encrypted from your web browser to the bank that issued your payment card. Our store never comes into contact with your sensitive payment card data. Similarly, Corvus Pay operators cannot access your complete cardholder data. An isolated system core independently transmits and manages sensitive data while at the same time keeping it completely safe.

The form for entering payment data is secured by an SSL transmission cipher of the greatest reliability. All stored data is additionally protected by hi-grade encryption, using hardware devices certified by FIPS 140 2 Level 3 standard. CorvusPay fulfills all of the requirements for safe online payment prescribed by the leading credit card brands, operating in compliance to the PCI DSS Level 1 standard-the highest security standard of the payment card industry. Payments made by cards enrolled with the 3-D Secure program are further authenticated by the issuing bank, confirming your identity through the use of a token or a password.

All information collected by Corvus Info is considered a banking secret and treated accordingly. The information is used exclusively for the purposes for which they were intended. Your sensitive data is fully secure and its privacy is guaranteed by the state of the art safeguard mechanisms. We collect only the data necessary for performing the work in accordance with the demanding prescribed procedures for online payment.

Security controls and operating procedures applied within the CorvusPay infrastructure not only ensure current reliability of CorvusPay but permanently maintain and enhance the security levels of protecting your credit card information by maintaining strict access controls, regular security and in-depth system checks for preventing network vulnerabilities.

GENERAL CONDITIONS

The General Personal Data Protection Conditions apply to any personal data available at the www.leiloubyallex.com website, and any personal data processed when using the www.leiloubyallex.com

website, i.e. data gathered and stored by the controller of personal data collection **ALIGER ARS d.o.o.**, Vladimira Filakovca 7, Zagreb, VAT IN 73961521191, from users who are physical persons, as respondents.

ALIGER ARS d.o.o. gathers personal data with the aim to conclude and fulfill sales agreements, to record the customer purchases, to perform unique user identification, to analyze its business operations, for marketing purposes, to implement its customer rewards system, to deliver products, to create documentation related to purchases and sales, to provide technical support, and to authorize payments with credit and debit cards.

ALIGER ARS d.o.o. as the service provider of the www.leiloubyalex.com website is fully committed to privacy and personal data protection. The users are kindly asked to read the General Terms and Conditions in order to better understand what kind data is **ALIGER ARS d.o.o.** gathering, and in which way and for what purposes are the data being used.

If a user has any doubts regarding the personal data protection, they can contact **ALIGER ARS d.o.o.** directly, by writing to the email address webshop@leiloubyalex.com.

All users are kindly asked to carefully read the General Personal Data Protection Conditions. By providing their personal data through www.leiloubyalex.com website and by accepting General Terms and Conditions of the www.leiloubyalex.com website, the user confirms that they have read, understood and agreed to the General Personal Data Protection Conditions, and agreed to gathering, processing and use of their personal data in accordance with the General Terms and Conditions.

If a consumer does not agree with the General Terms and Conditions and the General Personal Data Protection Conditions, they must leave and not use www.leiloubyalex.com website.

For all issues not specifically regulated by the General Personal Data Protection Conditions, the General Terms and Conditions of www.leiloubyalex.com website apply.

Modification of general personal data protection conditions

ALIGER ARS d.o.o. can modify or amend the General Personal Data Protection Conditions at any moment, with the publication of the modified text at the www.leiloubyalex.com website. Modifications and amendments of General Personal Data Protection Conditions come into force immediately after their publication at the www.leiloubyalex.com website.

User as a respondent is responsible and obliged to review and study the applicable General Personal Data Protection Conditions that are available at the www.leiloubyalex.com website.

Personal data that are being processed and use of personal data

At the www.leiloubyalex.com website **ALIGER ARS d.o.o.** gathers the following personal data from the respondents:

- name and surname
- password
- phone number
- address
- e-mail address
- delivery address
- invoicing address
- postal code

- city
- sex
- date of birth
- company name and VAT for businesses only.

Insight into the users' personal data is allowed, exclusively as a part of their scope of work related to sales agreements that the buyers conclude with **ALIGER ARS d.o.o.** only to the following persons: legal persons that are involved with the sales agreements fulfillment, such as delivery services, accounting, IT support, marketing support, companies affiliated to **ALIGER ARS d.o.o.**, public bodies that require delivery of personal data in accordance with regulations that are obligatory to **ALIGER ARS d.o.o.**, and **ALIGER ARS d.o.o.** maintains the personal data collections.

The buyer consents that **ALIGER ARS d.o.o.** may process all provided personal data for the purpose of its own records and statistics, for the purpose of information about delivery, for the purpose of delivery of promotional materials, for the purpose of customer relations improvements and service improvements.

ALIGER ARS d.o.o. can give the above mentioned personal data to third persons with the purpose of contract fulfillment, protection of users' and **ALIGER ARS d.o.o.** interests, and for the purpose of possible misuses prevention, for the purpose of better insight and understanding of individual needs and requirements of the user, as well as for the purpose of achieving better quality of services provided by **ALIGER ARS d.o.o.** that bring better customer satisfaction. **ALIGER ARS d.o.o.** will keep personal data as long as they are needed for the purposes covered by the General Terms and Conditions.

ALIGER ARS d.o.o. will make sure that the users' personal data is kept in a safe place (that includes reasonable administrative, technical and physical protection in order to prevent unauthorized use, access, disclosure, copying or altering of the personal data), that is accessible only to the authorized personnel of **ALIGER ARS d.o.o.**

ALIGER ARS d.o.o. must provide its customers with access to their personal data that it possesses, in order to secure that the personal data are accurate, complete and up-to-date.

If a user requires correction or deletion of their personal data, **ALIGER ARS d.o.o.** will correct or erase such data. **ALIGER ARS d.o.o.** may distribute the necessary personal data to its business partners only with the goal to perform the delivery of customers' orders, or for the purpose of addressing of printed promotional materials.

ALIGER ARS d.o.o. does not keep a record or store users' transaction data that are required for processing card payments. **ALIGER ARS d.o.o.** will keep the personal data for as long as it is necessary for the purposes of the General Terms and Conditions.

The controller of the personal data collection is **ALIGER ARS d.o.o.**

The controller of personal data collection, for each personal data collection that it manages, must establish and maintain records that include basic information about the collection, especially the following:

- the collection name,
- the name, or the personal name of the collection manager, and its business address, or their personal address,
- purpose of data processing,
- legal base of the personal data collection establishment,
- categories of person that the data pertain to,
- types of data included in the data collection,
- methods for gathering and storing of the data,

- time period of data storage and usage,
- the personal name, or the business name of the data recipient, their personal address, or business address,
- records that contain any taking of the data outside of or into the Republic of Croatia, with a note about the country, or international organization, and the foreign recipient of the personal data, as well as the purpose of such transfers of personal data, stipulated by international agreements, laws or other regulations, and written consent of the person that the data pertain to,
- a note about all measures taken to protect personal data.

The employee in charge of personal data protection is:

Snježana Dojčinović, snjezana@leiloubyalex.com, [00385 1 4855 324](tel:0038514855324), Vladimira Filakovca 7, Zagreb.

All personal data included in the personal data collections is adequately protected from accidental or intentional misuse, destruction, loss, unauthorized modification or unauthorized access.

The personal data collection controller has taken all technical, personnel and organization measures necessary to protect all personal data from accidental loss or destruction, as well as from unauthorized access, unauthorized modifications, unauthorized publication, and any other kind of misuse, and stipulated the obligation of personnel employed in personal data processing to sign a confidentiality statement.

Any user of the www.leiloubyalex.com website has the right to access the information about their personal data collection and processing from the personal data collection controller. Personal data collection controller shall provide any user of the www.leiloubyalex.com website, upon their request, or upon the request of their legal representative or attorney, with the following, no later than 30 days after the request was submitted:

1. a written note whether the personal data pertaining to them are being processed or not,
2. information, in an easily understandable form, about the data pertaining to them whose processing is in progress, and about the data source,
3. insight to personal data collection records, and insight to personal data included in the personal data collection pertaining to them, and their copying,
4. excerpts, statements or prints of personal data included in personal data collection pertaining to them, which must also include an explanation of purpose and legal base for the data collection, processing and use,
5. printed information about who and for what purpose, and based on which legal act, acquired the right to use personal data pertaining to them,
6. information about the logic of any automatic data processing for the data pertaining to them.

The personal data collection controller is obliged, upon request of the www.leiloubyalex.com website user or their legal representative or attorney, to complement, modify or delete any personal data, when the data is incomplete, inaccurate or outdated.

Regardless of the www.leiloubyalex.com website user request, in case when the controller of personal data collection discovers that personal data is incomplete, inaccurate or outdated, they shall complement or modify the data.

The controller of personal data collection is obliged to inform the person to whom personal data pertain, as well as any recipient of the personal data, of any such amendments, modifications or deletions of the personal data within 30 days.

When a user decides to take part in certain activities at the www.leiloubyalex.com website, such as user account registration, use of web shop, completing of surveys, commenting, content publication,

participation in competitions or prize contests, sending feedback, searching for services, responding to job announcements, **ALIGER ARS d.o.o.** can ask the user for certain additional personal data. In this case, and before providing the additional personal data, the user is obliged to study General Personal Data Protection Conditions, and agree to them in respect of the additional personal data.

Depending on the nature of activities, some of the requested personal data are determined as mandatory, and some as optional. If a user does not provide mandatory data required for the activity, they will not be allowed to take part in the activity.

ALIGER ARS d.o.o. collects and uses personal data in order to provide services and activities to its customers through www.leiloubyalex.com website, to improve the performance of www.leiloubyalex.com website, to create a database of users with the goal of improvement of services and/or marketing, to contact its users in order to deliver promotional information, to improve its advertising and promotional activities, and to analyze the usage of www.leiloubyalex.com website. Also, personal data can be used for problem solving, for performing of administrative tasks, and for making contact with the users.

By providing personal data and by agreeing to General Personal Data Protection Conditions, user agrees to be informed by **ALIGER ARS d.o.o.** and other persons mentioned in these General Terms and Conditions, about their promotional activities, products and services.

Providing of personal data

By providing personal data, in accordance with General Personal Data Protection Conditions, user agrees that **ALIGER ARS d.o.o.** can cede their personal data to the affiliated persons or organizations, with the purpose of marketing, performing of marketing or promotional activities, and delivery of marketing information.

Any other cession of personal data to any third party can be executed only in accordance with legal provisions that regulate personal data protection.

Personal data amendments and corrections

ALIGER ARS d.o.o. considers that any respondent is able to provide accuracy, completeness and promptness in their personal data. If the user believes that their personal data are incomplete, inaccurate or outdated, they can contact **ALIGER ARS d.o.o.** by sending an e-mail to webshop@leiloubyalex.com and asking for appropriate amendment, modification or deletion of the personal data.

ALIGER ARS d.o.o. recommends to its users, in case that their personal data has been changed, to update their data as soon as possible. Also, users may request deletion and removal of the user account information.

Data protection

ALIGER ARS d.o.o. takes great concerns about personal data protection, and takes various precautions to protect the personal data of its users. Users can access their personal data at the www.leiloubyalex.com website, by using their password and e-mail address.

Third persons' data confidentiality

General Personal Data Protection Conditions apply only to usage of the data that **ALIGER ARS d.o.o.** acquires from the respondents.

Other websites that are accessible from www.leiloubyalex.com website have their own privacy and data collection regulations and statements, and they may use and publish the data in different ways. When visiting one or more other websites from www.leiloubyalex.com website, **ALIGER ARS d.o.o.** recommends to its users to review their privacy statements. **ALIGER ARS d.o.o.** is not responsible for terms and conditions of the third parties.

Other data

Together with personal data, **ALIGER ARS d.o.o.** can gather users' data that cannot be used to identify them, and are not considered to be personal data (such as data related to website usage, data about user's computer, internet service provider, preferences, hobbies, interests, activities), that help **ALIGER ARS d.o.o.** to design data presented to its users with better quality, accuracy and personal touch, to improve the website and for additional managing and adjustment of its content in order to meet user's needs. Based on this data, **ALIGER ARS d.o.o.** learns what content is more popular with certain types of users.

User's privacy

According to European Union directive, **ALIGER ARS d.o.o.** informs its users that the www.leiloubyalex.com website uses Cookies, in order to provide the best possible service.

Cookies in users' browsers allow **ALIGER ARS d.o.o.** to provide adequate functionality of all features of the internet portal, to adjust certain content specifically to the needs of each individual user, and to constantly improve the Portal based on the visits analysis.

Users can decide how Cookies are stored in their browser settings. With the goal of constant user experience improvement, while browsing the Portal, **ALIGER ARS d.o.o.** must store little pieces of information on the user's computer (Cookies). More than 90% of websites use this policy, but according to European Union regulation issued on March 25th 2011, **ALIGER ARS d.o.o.** is obliged to ask for user's consent before storing the Cookies. When using the www.leiloubyalex.com website, user consents to use Cookies. If they decide to block Cookies, the user can still browse the website, but some of its features might be inaccessible.

What is a cookie?

A Cookie is information stored on the user's computer by a website that they have visited. Cookies normally save the user's preferences and settings for the website, such as the preferred language or address. When a user visits the same website afterwards, their internet browser sends back the Cookies that belong to this site. This feature enables **ALIGER ARS d.o.o.** to show information adjusted to each individual user's needs.

Cookies can store a wide range of information, including personal information (such as the user's name or e-mail address). However, this information can be saved only when the user enables the feature – websites cannot gain access to information that user did not give permission for, and they cannot access other files on the user's computer. The default activities for storing and sending Cookies are not visible to users. However, the user can alter their internet browser settings in such a way that they can choose whether they want to approve or reject requests for storing Cookies, by deleting the saved Cookies automatically when the internet browser is closed, and the like.

