

## **GENERAL TERMS AND CONDITIONS**

### **Introductory Provisions**

These terms and conditions govern the legal relationship between the Customer and the Seller related to the order of goods in the SelectaFashion online shop available on the websites [www.selectafashion.com](http://www.selectafashion.com) and [www.selectafashion.sk](http://www.selectafashion.sk) (hereinafter referred to as the "online shop"/"goods") and all related legal relationships concerning this online shop.

The Seller is the company WE SELECT s.r.o. Ďurčanského 751/3, 94901 Nitra, ID No.: 51741521, TAX ID: 2120770454, entry in the Commercial Register of the District Court of Nitra, Sec.: Sro, File No.: 45799/N (hereinafter referred to as the "Seller").

A Customer is any natural or legal person who uses the online shop, in particular performing actions leading to the order of goods and the order of goods itself. The Customer may be a Consumer or an entrepreneur or another legal entity.

A Consumer is a natural person who does not act within the scope of his/her business, employment or profession when concluding and performing the Contract (hereinafter referred to as "Consumer").

An Entrepreneur is any legal entity or natural person who is not a Consumer (hereinafter referred to as "Entrepreneur").

Supervisory Authority:

Slovak Trade Inspection

### **SOI Inspectorate for the Nitra Region**

P. O. BOX 49A, Staničná 9, 950 50 Nitra 1

Department of Supervisory Performance

To place an order, for information about pending orders or any other correspondence with the Seller, please reach the following contact:

Responsible Person: Ing. Róbert Guman

Postal address: Rázusova 7, 949 01 Nitra

e-mail: **[info@selectafashion.com](mailto:info@selectafashion.com)**

Tel.: +421 915 372 162

Opening hours of telephone contact: Mon. - Fri. 10:00 am - 4:00 pm

ID: 51741521, TAX ID: 2120770454

entry in the Commercial Register of the District Court of Nitra, Sec.: Sro, File No.: 45799/N

## **Ordering of Goods**

**Contract of Sale:** By placing an order for goods by the Customer and its confirmation by the Seller, the parties enter into a contract of sale (hereinafter referred to as the "Contract"). The Seller is not obliged to accept the Customer's order.

**General Terms and Conditions:** The following terms and conditions effective at the time of conclusion of the Contract of Sale (hereinafter referred to as the "GTC") form an integral part of the Contract. The Customer is obliged to read these terms and conditions carefully before placing an order and in case of questions, contact the Seller at the contact details above. By placing an order, the Customer confirms that he/she has carefully read these terms and conditions, understands and agrees to them without reservation.

**Applicable law (Consumer):** Legal relations between the Seller and the Customer, who is a Consumer, not expressly regulated by these Terms and Conditions, are governed by the law of the Slovak Republic, the relevant provisions of Act No. 40/1964 Coll. of the Civil Code as amended (hereinafter referred to as the "Civil Code"), in particular Section 588 et seq. of the Contract of Sale.

**Relevant law (Entrepreneur):** Legal relations between the Seller and the Customer, who is an Entrepreneur, not expressly regulated by these Terms and Conditions, are governed by the law of the Slovak Republic, the relevant provisions of Act No. 513/1991 Coll. of the Commercial Code as amended (hereinafter referred to as the "Commercial Code"), in particular Section 409 et seq. of the Contract of Sale.

**Subject of the Contract:** By concluding the Contract of Sale, the Seller undertakes to deliver the goods to the Customer at the address indicated by the Customer in the Slovak Republic or the Czech Republic, or in another country by special agreement, and the Customer undertakes to take delivery of the goods and pay the agreed purchase price for them.

**Order Method:** The order can be delivered to the Seller via the order form on the online shop website or by e-mail at. The Seller shall confirm the delivery of the order by e-mail to the address provided by the Customer immediately after its delivery. Unless otherwise stated in this confirmation, such confirmation does not constitute acceptance of the Order and therefore does not result in the closing of the Contract. These GTC also apply to the Contract concluded in exceptional cases by other means, e.g. through the bazar.sk or mimibazar.sk portals.

**Content of the order:** The Customer is obliged to provide the following data in the order form on the online shop website or in the e-mail order: name, surname, delivery address and telephone + e-mail contact. The Customer is obliged to provide complete, up-to-date, accurate and truthful information. If the Seller discovers or suspects that it is not such data, it has the right to withdraw from the Contract. We kindly ask customers to check the content of the order before sending it and correct any errors before sending it.

**Binding Order:** The Customer's order is binding on the Buyer and, except as provided below in these Terms and Conditions (Withdrawal from the Contract by the Consumer), cannot be cancelled by the Buyer.

## **Terms of Payment**

The final purchase price is indicated for each individual item.

Payment of the purchase price can be made in the following ways:

- payment in advance (before delivery of the goods), namely:
  - by transfer to the Seller's bank account,
  - PayPal,
  - GP Webpay
- payment upon delivery of the goods:
  - cash on delivery.

The purchase price or any other payments to the Seller shall be deemed to have been paid only on the day on which the Seller receives such funds (by crediting the Seller's bank account, etc.).

In the event of delay in making any payment, the Customer shall pay the Seller interest on late payment at the statutory rate.

## **Methods of Transport of Goods and Postage:**

Unless otherwise specified, the cost of shipping the goods (hereinafter referred to as "postage") shall be paid by the Customer together with the payment of the purchase price. The amount of postage depends on the chosen method of transport of the goods and payment of the purchase price. The amount of postage and conditions of carriage depend on the current price list, shipping schedules as well as the terms and conditions of individual carriers. The amount of postage is higher when paying the purchase price on delivery.

The current amount of postage and the offered types of transport of goods are indicated by the Seller in the order form when selecting the method of delivery of goods and will also be communicated to the Customer on request.

Payment can be made in the following ways: via bank transfer, Paypal payment or cash on delivery on receipt of goods.

## **Obligation to Accept the Goods:**

The Customer is obliged to accept the delivered goods. If you are a Consumer and have changed your mind about purchasing the goods, please notify us of your withdrawal from the Contract (see the Consumer's Option to Withdraw below) before the goods are dispatched.

If the Customer refuses to accept the goods or does not accept them within the collection period or otherwise avoids accepting the goods, and the transport company returns the goods to the Seller as unclaimed, the Customer is obliged to reimburse the Seller for all costs

associated with this, in particular the fees of the carriers of the goods associated with their return to the Seller in accordance with their valid price lists.

**Failure to accept the goods** shall not constitute withdrawal from the Contract by the Customer and shall not relieve the Customer of the obligation to pay the purchase price for the goods. In the event of the non-acceptance of the goods, the Seller shall have the right to demand from the Customer a storage fee of **EUR 5.00** and/or to withdraw from the Contract. The Seller also reserves the right to block this Customer from purchasing goods from the online shop on cash on delivery.

The Customer is obliged to pay the Seller the above costs and storage fee within 5 working days of the Seller's request (by post or e-mail). Re-acceptance of the goods is only possible after the Customer has paid the above costs to the Seller – the storage fee as well as the costs associated with the re-delivery of the goods (postage). Re-delivery of goods for cash on delivery is not possible. However, this situation does occur in exceptional cases, in which case Customers will pay the increased postage upon receipt of the reshipped cash on delivery order.

### **Delivery Time:**

In our online shop you will find products from various suppliers and fashion collections. The dispatch time therefore varies for each individual item and is always quoted when the item is available.

1. Are you searching for something at the last minute, don't want to wait or want to try on a size to help you order? We offer you the possibility of choosing from our stock offer.

**GOODS "IN STOCK" ARE DELIVERED WITHIN 48 HOURS. FIND THE ENTIRE STOCK OFFER [HERE!](#)**

2. Waiting for something good?

In our online shop you will find products from various suppliers and fashion collections. The dispatch time varies, but we always specify it when the product is available. You will receive most orders from us within **10 days**. Our philosophy is "Be unique...select your fashion", i.e. be a unique original who also presents him/herself in terms of his/her fashion. So we are expanding our offer to include products that you won't normally find on the streets. For such more exclusive goods, the delivery time is usually around **12-21 days**.

As we try to shorten this time as much as possible, we regularly stock the best pieces for you, which we dispatch from our stock **within 48 hours** of placing your order. This product in stock always has an "in stock" availability in the given combination.

### **Methods of Transport of Goods and Postage:**

As of the effective date of these GTC, the Seller offers the following methods of delivery of goods:

IN THE SLOVAK REPUBLIC:

via Slovenská pošta, a.s.,

via courier service GLS (GLS General Logistics Systems Slovakia s.r.o.),

through the Packeta (Packeta Slovakia s.r.o.),,

via DHL Express service (DHL Express (Slovakia), spol. s r. o.).

#### IN THE CZECH REPUBLIC:

via Slovenská pošta, a.s.

through the Packeta (Packeta Slovakia s.r.o.),

via GLS courier service (GLS General Logistics Systems Slovakia s.r.o.),

via DHL Express service (DHL Express (Slovakia), spol. s r. o.).

Cash on delivery to the Czech Republic is sent in EUR. The Czech Post converts the amount according to the current exchange rate, where exchange rate differences may arise.

#### EUROPE, WORLDWIDE

We ship worldwide. Please contact us for shipping costs.

#### **Acquisition of Ownership and Transfer of Risk for Goods**

The Customer acquires ownership of the goods only on the date of payment of the purchase price to the Seller.

The risk of accidental loss, damage or destruction of the goods passes to the Customer at the moment of delivery of the goods to the Customer.

#### **Withdrawal from the Contract by the Consumer (Return of Goods)**

Method of withdrawal from the Contract: The Consumer shall be entitled to withdraw from the Contract without giving any reason within 14 calendar days of delivery of the Goods to the Consumer by giving a notice which shall clearly contain a statement by the Customer expressing his/her wish to withdraw from the Contract (hereinafter referred to as the "Withdrawal Notice"). The notification must be sent to the Seller on the last day of the period at the latest. The Consumer may deliver the notice of withdrawal to the Seller at the Seller's contact address listed above in one of the following ways:

in writing by post,

e-mail:

online through the online shop's website – only registered customers.

The Consumer can use the form we will send by email to withdraw from the contract of sale or it can be downloaded [HERE](#).

Exemptions to the ability to withdraw from the Contract: The Consumer is not entitled to withdraw from the Contract and return goods that have been:

made to the specific requirements of the Consumer,

made-to-measure (e.g. tailor-made steel corsets),

designed specifically for one Consumer,

enclosed in protective packaging which is not suitable for return due to health or hygienic reasons, and whose protective packaging has been damaged after delivery. Therefore, the following goods in particular cannot be returned: underwear, lingerie, hosiery. Points can only be returned if the goods are in the unopened original packaging.

Return of Goods: The Consumer is obliged to send back the goods he/she has withdrawn from purchase (hereinafter referred to as "cancelled goods") to the Seller (not for cash on delivery, which will not be accepted) no later than 14 days from the date of withdrawal from the Contract. If the order contained a free gift, the Consumer is obliged to return it when withdrawing from the Contract, otherwise the Consumer will be invoiced for its sale price.

Return address for return of goods:

**WE SELECT s.r.o.**

**Rázusova 7**

**949 01 Nitra**

### **Status of returned goods: WHAT GOODS CANNOT BE RETURNED?**

The Buyer may not withdraw from a Contract of Sale involving the sale of goods which, due to their characteristics, cannot be returned, or goods intended specifically for one consumer, e.g. tailor-made steel corsets, customized goods. The Seller reserves the right to withdraw from the order if he/she is aware of facts for which the Buyer would not accept the goods, or if the order contains false, inaccurate or incomplete information about the Buyer.

Please note that for reasons of health and hygiene, exchanges or refunds for **underwear/lingerie, hosiery and bodysuits/underwear** are only possible if they are contained in their unopened original packaging.

**Please properly check the goods before sending them back!**

**DO NOT ACCEPT ANY GOODS SHOWING SIGNS OF WEAR (torn stud, white spots from antiperspirant, perfumed clothes, swimwear without sanitary napkins if the package contains them).** Swimwear, underwear, corsets and bodysuits must be tried on over underwear for hygiene reasons.

Refund of payment for cancelled goods: The amount of the purchase price and the lowest postage fee will be refunded to your bank account by wire transfer. If you have paid the purchase price via PayPal, this amount will be refunded to you via this portal. If the purchase price was paid by cash on delivery and you require a refund via Slovak Post, please indicate this fact in the notice of withdrawal from the Contract. Otherwise, you agree to the transfer to a bank account. We will refund the amount of the purchase price and postage within 14 days of receipt of goods for return.

Cost of returning the goods: The cost of sending the goods back to the Seller is borne by the Consumer.

### **Exchange of Goods**

We give the Customer (both Consumer and Entrepreneur) the opportunity to request an exchange within 14 days of receipt of the goods, and the Customer will not be charged the first postage for delivery of the exchanged goods.

The conditions for withdrawal from the Contract by the Consumer set out above shall apply mutatis mutandis to the exchange of goods. In the event of cancellation of an order for exchanged goods, the Customer will be invoiced for the amount of the postage costs incurred.

The price difference will be reflected in the newly created order/refunded to the account number you specify.

### **Claims Policy**

Seller's Responsibility: The Seller is responsible for ensuring that the goods are of the required quality, quantity and size. The Seller shall be liable for defects in the goods sold upon receipt of the goods and for defects that occur after receipt of the goods within the warranty period.

Exclusions:

In the case of goods sold at a lower price, the Seller is not liable for the defects for which the lower price was negotiated.

The Seller is not liable for any change in the characteristics of the goods not due to normal use of the goods; in particular the Seller is not liable for any change in the characteristics of the goods resulting from the following:

wear and tear that does not prevent the goods from being used for the purpose for which they are intended,

improper use, inadequate or inappropriate care,

natural changes in the materials from which the goods are made,

mechanical damage,

damage caused by natural elements or force majeure.

**Warranty:** The Seller shall be liable for defects in the goods that occur after receipt of the goods within the warranty period. The warranty period is 24 months from the date of receipt of the goods by the Customer. The proof of purchase (invoice) serves as confirmation of the warranty (warranty certificate).

#### **Making a claim:**

The goods must be claimed within the warranty period, otherwise the right of liability for defects will expire.

The Customer is obliged to claim the goods immediately after the defects of the goods have been detected, to stop using the goods and to keep them in such a way that the defects do not worsen or otherwise damage the goods, until the goods are sent to the Seller as part of the claim. Any damage to the goods due to a breach of this obligation cannot be considered a defect for which the Seller is liable.

The Customer may make a complaint in writing by post or by e-mail sent to the Seller's contact details above, together with sending the goods complained of to the Seller's postal address so that the Seller can investigate the defect related to the claim.

Such notification ("claim") must contain at least the following information: Customer details, date and order no., date of receipt of goods, description of the goods and the defect complained of, the requested method of handling the complaint – see below "Handling of Claim"). We recommend that you use the claims form, which you can download [HERE](#) or that we will send to you by e-mail upon request. The claim must be accompanied by a copy of the proof of purchase and, if it is a repeat claim for the same defect, a copy of the proof of the original claim (in the case of the Consumer, unless the Consumer proves otherwise by the purchase of the goods and the circumstances of the previous claim).

Returned goods must be delivered to the Seller complete and clean. Otherwise, in particular if general principles of hygiene prevent the claims procedure, the Seller shall send the goods back to the Customer at the Customer's expense without examining the defect related to the claim and such a claim shall be deemed not to have been made. The Customer is responsible for any damage to the goods during transport.

A claim that does not contain all the required data, documents and complete goods related to the claim according to the conditions set out above shall be deemed not to be valid.

#### **Handling of claim:**

If the Customer is a Consumer, the claim will be processed within 30 days of the claim.

The settlement of the claim is the termination of the claim procedure by handing over the repaired goods, replacement of the goods, refund of the purchase price of the goods, payment of a reasonable discount on the price of the goods, a written invitation to take over the performance or a justified rejection of the claim.

The Seller shall send the Customer, who is a Consumer, a written proof of the claim within 30 days of its application.



If the Customer is a Consumer and has made a claim within the first 12 months of purchase, the Seller will accept the claim or hand over the goods for a professional assessment. The professional assessment shall be carried out at the Seller's expense. The Consumer is obliged to accept the result of the professional assessment.

If the Customer is a Consumer and has made a claim for goods after 12 months of purchase, the Seller will accept or reject the claim based on its own assessment. In case of rejection of the claim, the Seller shall notify the Consumer to whom the product can be sent for professional assessment. The Consumer may only make the claim again if the Consumer proves the Seller's liability for the deficiency by expert assessment.

The Seller may hand over the goods the Customer has made the claim about and who is also an entrepreneur, for a professional assessment defined in Act No. 250/2007 Coll. on Consumer Protection, as amended. The Customer undertakes to accept the result of the professional assessment. If the professional assessment shows that the Seller is not responsible for the defect related to the claim, the Customer shall reimburse the Seller for the costs of such a professional assessment.

If the Seller accepts the claim, the Customer has the following rights:

The Customer's rights in the event of a remediable defect: If the goods have a defect that can be remedied, the Customer has the right to the defect being remedied free of charge, in a timely and proper manner. If this does not incur disproportionate costs for the Seller in relation to the price of the goods or the severity of the defect, the Customer may instead request a replacement. The Seller may always replace the defective item with a faultless one instead of rectifying the defect, provided that this does not cause serious inconvenience to the Buyer. If the Customer cannot properly use the Goods due to the recurrence of the defect after repair or due to a greater number of defects, the Customer shall be entitled to withdraw from the Contract. If the Customer so requests, the Seller may provide the Customer with a reasonable discount on the price of the goods in lieu of these actions.

The Customer's rights in the event of an irremediable defect: If the goods have a defect that cannot be remedied, the Customer is entitled to a reasonable discount on the price of the goods. However, if an irremediable defect prevents the goods from being properly used as an item without defect, the Buyer shall have the right to have the goods replaced or to withdraw from the Contract.

Exchange of goods: The new warranty period starts from the receipt of the new goods.

Repair of goods: The period from the exercise of the right of liability for defects (from the receipt of the claim) until the time when the Customer is obliged to take over the goods after the repair is completed is not included in the warranty period.

Discount on the purchase price: If the Seller settles the claim by granting a discount on the purchase price, the amount of the discount to be determined by the Seller depending on the reduction in the value of the goods and the extent of the deficiency. The Customer shall not be entitled to interest or the right to withhold the purchase price (or any part thereof) due to a claim for a discount on the purchase price pursuant to Section 439, Para. 1 and 2 of the Commercial Code.

## Return of Goods:

After the claim has been processed, the Seller shall deliver the goods (original, repaired or replaced, depending on the method of processing the claim) to the Customer at the address indicated by the Customer at his/her own expense. If the Seller settles the claim by refunding the purchase price, the goods shall not be returned to the Customer.

In the case of a claim for goods that cannot be settled because the Customer has not complied with the conditions of the claim (in particular, the Customer has sent soiled goods), or in the case of a repeated unjustified claim for the same defect (after the claim has already been properly settled and there are no new facts), the Customer is obliged to reimburse the Seller for the postage costs for the delivery of the goods back to the Customer.

If the Customer does not take delivery of the goods, the Seller is entitled to charge the Customer a storage fee of EUR 5.00.

In case of unsatisfactory complaint procedure, the Buyer – Consumer – has the right to contact the Seller with a request for redress (by e-mail to [info@selectafashion.com](mailto:info@selectafashion.com)), if he/she is not satisfied with the way the Seller has handled his/her claim or if he/she believes that the Seller has violated his/her rights. If the Seller responds to this request in a negative manner or fails to respond within 30 days of sending it, the Consumer has the right to submit a proposal for the initiation of an alternative dispute resolution to an alternative dispute resolution entity (hereinafter referred to as the ADR entity) pursuant to Act 391/2015 Coll. The subjects of the ADR are authorities and authorized legal persons according to Section 3 of Act 391/2015 Coll. The Consumer may submit the application in the manner specified under Section 12 of Act 391/2015 Coll.

Consumers can also lodge a complaint via the RSO's Alternative Dispute Resolution platform, which is available online at <https://webgate.ec.europa.eu>. Alternative dispute resolution can only be used by a consumer – natural person who is not acting within the scope of his/her business, employment or profession when concluding and performing a Consumer Contract. Alternative dispute resolution only applies to a dispute between the Consumer and a Seller arising out of or relating to a Consumer Contract. Alternative dispute resolution applies only to remote contracts. Alternative dispute resolution does not apply to disputes where the value of the dispute does not exceed EUR 20.00. The ADR entity may require the Consumer to pay a fee for the initiation of alternative dispute resolution up to a maximum of EUR 5.00 including VAT.

## Withdrawal from the Contract by the Seller

The Seller is entitled to withdraw from the Contract in the cases specified in these GTC or by law. The Seller may send the notice of withdrawal from the Contract to the Customer in writing by post or e-mail.

The Seller shall be entitled to withdraw from the Contract if, inter alia

- it is aware of facts on the basis of which it expects that the Customer would not accept delivery of the goods,
- the information provided in the order is incorrect, incomplete or fictitious,
- stocks of the ordered goods have been depleted,
- for reasons of so-called force majeure, i.e. an obstacle which has arisen independently of the Seller's will and prevents it from fulfilling its obligation, if it cannot be reasonably assumed that the Seller would have averted or overcome this obstacle or its consequences and, furthermore, that it would have foreseen this obstacle at the time the obligation was created.

## **Redress for Complaints and Suggestions**

Your opinion is important to us and pushes us forward. You can contact the Seller with your suggestions or complaints at the contact details above. We will answer your questions as soon as possible.

## **Privacy Policy**

### **Identification Data of the Operator:**

In the operation of the online shop and related activities, the company SELECTAFASHION, spol. s r. o., Záhradná ulica 109/2 935 37 Dolný Píal, ID No.: 50 897 080, entry in the Commercial Register of the District Court of Nitra, Sec: Sro, File No.: 43303/N the data controller of the personal data of its potential Customers and Consumers or other persons who provide personal data for any of the purposes listed below.

The Controller processes personal data in accordance with Act No. 18/2018 Coll. on the Protection of Personal Data, as amended (hereinafter referred to as the "Act"), so that all personal data is protected to the greatest extent possible.

Joint operators:

Ing. Róbert Guman, ID No.: 50889281, Švábska 59, 080 05 Prešov

SELECTAFASHION RG s.r.o., ID No.: 51108674, Švábska 6765/59, 080 05 Prešov

WE SELECT s.r.o., ID: 51741521, Ďurčanského 751/3, 949 01 Nitra

SELECTAFASHION TRADE s.r.o. ID No: 54455723, Ďurčanského 751/3, 949 01 Nitra

The joint controllers shall have a duly concluded joint controllers' agreement setting out the responsibilities of each of them for the performance of their duties and tasks in relation to the protection of personal data. The essential elements of this agreement, such as the identification of the Contracting Parties, the subject matter of the agreement, the duration of the agreement, the provisions governing the exercise of your rights, the obligations of operators to provide information and contact points, are available at [HERE](#).

Regardless of the terms of the agreement, you can exercise your rights with and against each controller.

You are obliged to provide correct, complete and up-to-date personal data when providing personal data to the Seller. If the personal data provided changes during the period of processing by the Seller, you are obliged to notify the Seller of such change.

### **The Personal Data We Process**

#### **Required data for creating an order:**

- e-mail address:
- title,
- name,
- surname,
- delivery and billing address,
- telephone contact,
- bank account in case of withdrawal from the order.

#### **Optional data:**

- social status,
- date of birth.

### **Personal Data We Automatically Process**

To offer what you are interested in, we use information about the goods you have purchased or visited on our website. When you visit our website, we may collect certain information about you, such as your IP address, the date and time you accessed our website, information about your internet browser, operating system or language settings.

If you have enabled the storage of cookies in your browser and agree to their use, we collect data about your visit to the website, products viewed and other activity on the website. We process this data statistically via Google Analytics. For more information about what data Google processes about you, please see Google's privacy policy notice ([Google Privacy Policy](#)).

However, information about your behavior on the website is anonymized for reasons of maximum privacy, and therefore we are not able to attribute it to a specific user, i.e. a specific person.

More about cookies here: <https://selectafashion.com/sk/content/8-cookies>.

### **Why We Collect and Process Your Personal Data**

For the purpose of concluding the purchase contract and its execution, the processing of personal data in the scope of title, first name, surname, postal address, e-mail address, telephone number and bank account details is necessary. This data is necessary for the delivery of your order and to contact you if necessary.

The legal basis for the processing of personal data in the case of the purchase of goods through the online shop and the delivery of goods to the Customer is Article 6, Para. 1(b) of the Regulation on the Protection of Natural Persons with regard to the processing of personal

data and on the free movement of such data and repealing Directive 95/46/EC (General Data Protection Regulation) (hereinafter referred to as "GDPR") and, in the case of claims, Article 6, Para. 1 (b) of Regulation (EU) No. 536/2014.

Legitimate interests:

- **Customer Reviews of Goods and Services:** After you purchase goods or services from us, you may be asked to rate them. It is also possible to insert a rating on your own initiative. Providing a review is voluntary. By submitting a review, you consent to such disclosure and processing of your personal data by the Seller for the purpose as set out above for an indefinite period of time. The Seller is not responsible for any processing of your personal data by the operators of the pages on which they are published or by other persons.
- **Improving Our Services:** Using your order history and web behavior we can offer you more relevant offers for other goods. We can also use tools for testing different variants (A/B testing), Google Analytics, Facebook Analytics, etc. to optimize elements on the website.
- **Contests on the Social Networks of Facebook and Instagram:** We process the following personal data for the purpose of running contests through the Facebook and Instagram social networks: the data provided in the profile of the contestant and, in the case of a winner, his/her name, surname, telephone number, address and photo with the prize. The legal basis for the processing of personal data is Article 6, Para. 1 (b) of GDPR Regulations. The processing of personal data by SELECTAFASHION, spol. s r.o. and joint controllers is necessary for the purposes of the contest in accordance with its terms and conditions.
- **Newsletter:** On the page of our online shop you have the possibility of subscribing to a regular newsletter with our product offer by registering your e-mail address. If you do not wish to receive the newsletter to your e-mail address or if you wish to change the e-mail address to which we send the newsletter, please inform us by e-mail at [info@selectafashion.com](mailto:info@selectafashion.com), or in writing to the Seller's address. You can also unsubscribe by clicking the request in the body of the newsletter.
- **Customer Photos:** The Customer has the possibility to send the Seller a photo of him/herself in clothes or with accessories purchased from the Seller for the purpose of publishing it on the online shop websites ([selectafashion.sk](http://selectafashion.sk) and [selectafashion.com](http://selectafashion.com)) and on [facebook.com](http://facebook.com), [twitter.com](http://twitter.com) and [pinterest.com](http://pinterest.com). By sending the photo, the Customer agrees to its publication.

The Seller is not responsible for any processing of your personal data by the operators of the pages on which they are published or by other persons.

The legal basis for the processing of personal data in the case of the purchase of goods through the online shop and the delivery of goods to the Customer is Article 6, Para. 1(f) of the Regulation on the Protection of Natural Persons with regard to the processing of personal data and on the free movement of such data and repealing Directive 95/46/EC (General Data Protection Regulation) (hereinafter referred to as "GDPR") and, in the case of complaints, Article 6, Para. 1 (b) of Regulation (EU) No. 536/2014.

## To Whom We Provide Personal Data

SELECTAFASHION spol. s r.o. and the joint controllers further entrust the processing of personal data to other entities as so-called processors. A processor is any body that processes personal data for the purposes and in the manner set out by SELECTAFASHION spol. s r.o. and the joint controllers. Where your consent is required for processing, we will only transfer data to processors if you have given your consent. We only pass on to processors the data necessary for the provision of their services.

#### **List of Processors:**

- Slovenská pošta, a.s., IČO: 36 631 124, Partizánska cesta 9, Banská Bystrica 975 99, (zaistenie distribúcie tovarov)
- GLS General Logistics Systems Slovakia s.r.o., IČO: 36 624 942, Lieskovská cesta 13, 962 21 Lieskovec, (zaistenie distribúcie tovarov)
- DHL Express (Slovakia), spol. s r. o., IČO: 31 342 876, Letisko M.R. Štefánika, 820 01 Bratislava
- Packeta Slovakia s. r. o., Kopčianska 3338/82A, 851 01 Bratislava
- BestUniverse s.r.o., IČO 46964452, Škultétyho 536/44 949 12 Nitra (sprostredkovateľ dodávajúci IT systém a hosting)
- superfaktura.sk, s.r.o., IČO 46655034, [Pri Suchom mlyne 6, 811 04 Bratislava](#)
- orgány finančnej správy, daňoví a právni poradcovia a audítori ako prevádzkovatelia alebo sprostredkovatelia, ak je to nevyhnutné na splnenie zákonnej povinnosti spoločnosti
- Facebook Ireland Ltd., so sídlom 4 Grand Canal Square, Grand Canal Harbour, Dublin 2, Írska republika ako prevádzkovateľ osobných údajov v rozsahu fotografie a prípadne aj označenia menom a priezviskom, pričom táto spoločnosť bude osobné údaje spracúvať v súlade so svojou Politikou ochrany osobných údajov (<https://www.facebook.com/policy.php>).
- The Rocket Science Group, LLC d/b/a MailChimp, 512 Means St., Suite 404, Atlanta, Georgia, USA („Mailchimp“) (zasielanie obchodných oznámení)
- Yotpo Ltd., 39 West 14th Street, 2nd Floor Rooms 205, New York, NY 100 11, USA („YOTPO“) (získavanie a zverejňovanie recenzií zabezpečuje predávajúci prostredníctvom portálu)
- Global Payments s.r.o., ktorá podniká v Českej republike, so sídlom V Olšinách 626/80, Strašnice, 100 00 Praha 10, Česká republika
- Global payments s.r.o., Organizačná zložka, Vajnorská 100/B, 83104 Bratislava – Nové Mesto, Slovensko

#### **Transfer to Third Countries**

We do not actively transfer your personal data to third countries outside the EU. However, some of the partners with whom we cooperate in the processing of personal data make such transfers, specifically to the USA. Those to whom they disclose this data in the U.S. comply with the protections provided by the U.S.-EU Privacy Shield, thereby providing an adequate level of protection for your personal data.

#### **How Long We Process Your Personal Data**

In the case of processing of personal data for which consent has been given, your personal data will generally be processed for a period of 10 years or until such consent is withdrawn.

### **Security of Personal Data**

All communication between your device and our web servers is encrypted. Login credentials are encrypted and all your data is stored only on servers in secure data centers with limited, carefully controlled and audited access. Paper data is stored in a locked office secured by a password-protected alarm.

### **Personal Data of Persons Under the Age of 16**

Our online shop is not intended for persons under the age of 16. A person under the age of 16 may only use our online shop if his/her legal guardian (parent or guardian) has given his/her consent to do so.

### **Your Rights in Relation to the Processing of Personal Data**

Upon written request, you have the right to demand from the Seller, in particular:

- information on the processing of personal data in a generally comprehensible form,
- confirmation on whether or not personal data about you is processed,
- a list of your personal data subject to processing,
- rectification, completion or deletion of your incorrect, incomplete or outdated personal data subject to processing,
- the destruction of your personal data for which the purpose of the processing has ended; if official documents containing personal data are the subject of the processing, you may request their return,
- the destruction of your personal data subject to processing if there has been a breach of the law,
- blocking of your personal data due to withdrawal of consent before the expiry of its validity period, if the Seller is processing personal data on the basis of the data subject's consent,
- the portability of personal data,
- objection to the processing of personal data

The data subject may exercise these rights by contacting the company:

1. by sending a letter in writing to the address of the registered office of the company, stating the name and surname of the responsible person under the name of the company; address for sending the request: WE SELECT s.r.o., Rázusova 7, 949 01 Nitra,
2. electronically by sending an e-mail to the above e-mail address,
3. by phone,
4. via the contact form at <https://selectafashion.com/sk/kontaktujte-nas>.

As the data subject, you have the right to contact the Office for Personal Data Protection, Hraničná 12, 820 07 Bratislava 27, but please do not hesitate to contact us before doing so. If you exercise any of these rights, we will inform you of the processing of your request within

30 days of the date of receipt of your request by us. In justified cases, we may extend this period to 60 days, which we will inform you about.

The relevant legislation is in particular the GDPR Regulation, the applicable Personal Data Protection Act as amended and other applicable generally binding legislation.

## **Final Provisions**

These GTC are effective from 28 October 2018.

**Applicable law:** Any legal relations arising from the contract of sale or other relations regulated by these GTC shall be governed by the law of the Slovak Republic. The Contracting Parties agree to exclude the application of the UN Convention on Contracts for the International Sale of Goods published in the Collection of Laws under No. 160/1991 Coll., as well as to exclude the application of the Convention on Limitation in the International Sale of Goods published in the Collection of Laws under No. 123/1988 Coll. This does not apply in cases where an agreement on the choice of applicable law is precluded by law.

**Jurisdiction:** The general courts in the Slovak Republic, namely the general court of the Seller, shall have jurisdiction to decide any disputes arising out of or related to the Contract. This does not apply in cases where an agreement on choice of court is excluded by law.

**Contract Language:** The Contract shall be concluded in the Slovak language.

**Drawing Up of the Contract:** The Contract is drawn up by the Customer's accepted order and the GTC in force at the time of closing the Contract. The Seller does not keep a written or electronic copy of these documents for the purpose of the Customer. The Customer shall have the option to reproduce and retain the contents of these documents at the time of closing the Contract.

**Other Arrangements:**

If the Customer is a business, any monetary performance by the Seller to the Customer in a non-cash form shall be deemed to have been satisfied by debiting the relevant amount from the Seller's bank account.

A Customer who is an Entrepreneur shall not have the right to set off any of his/her receivables against the receivables of the Seller.

If any provision of these GTC or the Contract of Sale is invalid, ineffective or unenforceable, or becomes invalid, ineffective or unenforceable at a later date, the validity, effectiveness and enforceability of the remaining provisions of the GTC and the Contract shall not be affected.

You can download these GTC [HERE](#).

You can see the status of the Win EUR 30 contest [HERE](#).