

## General terms and conditions for use and terms and conditions for the provision of services

### I. Introductory provisions

1. These general terms and conditions for using the website and the application and terms and conditions for the provision of services on controller's websites (hereinafter referred to only as the “**website**”) and in the application Kimbino (hereinafter referred to only as the “**application**” and jointly with the website also as the “**platform**”) stipulate terms and conditions for using the platform of the controller and mutual rights and obligations of the controller and user of services offered by the controller on controller’s platform (hereinafter referred to only as “**terms and conditions**”).

You can find the list of controller's websites here:

<https://www.kimbino.green/active-countries>

2. The provider of the website and application and the provider of services is the company Kimbino Green s.r.o., having registered office at Na bráne 8665/4, 010 01 Žilina, Slovak Republic, company ID No.: 51 307 294, registered in the Register of Companies maintained by the District Court Žilina, section: Sro, file No.: 69336/L (hereinafter referred to only as the “**controller**”).

The controller can be contacted:

- in writing at the address: Na bráne 8665/4, 010 01 Žilina, Slovak Republic;
  - by email at the address: [info@kimbino.com](mailto:info@kimbino.com);
  - by telephone at the number: +421 41/2701039
  - via <https://www.kimbino.green/>
3. The controller creates for users by means of its technological background:
    - the option to search catalogues, leaflets, brochures and other promotional materials of third parties from various fields of the sale of goods and provision of services (hereinafter referred to only as “**leaflets**”);
    - provides sending of current leaflets of third parties and other advantageous offers of third parties to the email address of registered user;
    - the option to search for information about the location of shops of third parties and other information about such third party shops;
    - provides also other services the usage of which is currently enabled on the platform (hereinafter referred to jointly also as “**services**”).
  4. The user of the platform is every natural person or legal entity who accesses the website or uses the application or utilizes services provided by the controller on the platform (hereinafter referred to only as the “**user**”).
  5. The user and the controller conclude and enter into the service agreement (hereinafter referred to only as the “**service agreement**”) by the expression of consent of the user with these terms and conditions in the process of registration.
  6. Services of the controller are intended only for users older than 16 years. The user declares that she/he is older than 16 years.

7. The relevant supervisory authority to which the controller's activity in the course of services provision is subject to is the Slovak Trade Inspection, Predmestská 71, P. O. BOX B-89, 011 79 Žilina, tel. No. 41/763 21 30, 041/724 58 68.

## **II. Basic terms and conditions for using the platform and services**

1. Access to the website and usage of part of services (e.g. searching for leaflets and downloading them) is not subject to the registration of the user. However, the registered user can use also other services available only for registered users.
2. Usage of services on the platform is free of charge. The application can be downloaded free of charge. The user is entitled to subscribe to No Ads service the use of which is chargeable according to the current price list published in the Kimbino mobile application. No Ads service removes promotional banners from the controller's mobile application. No Ads is a pre-paid service and can be subscribed to as a service of unlimited duration, i.e. for the whole period of the app use by the user or as a service with an automatic subscription renewal
3. The user agrees with the usage of means of distance communication when concluding the service agreement. Costs incurred by the user from using means of distance communication in relation to the conclusion of the service agreement (e.g. costs of internet connection) shall be borne by the user, whereas they do not differ from standard rates.
4. The service agreement is concluded for an indefinite period of time. The user shall be entitled to terminate the service agreement at any time by cancelling the user account pursuant to Article III. (4) of these terms and conditions.
5. The controller shall not be liable for a constant availability/accessibility of the platform.
6. The controller shall not be liable for correctness, up-to-datedness or completeness of leaflets of third parties. In case of direct or indirect links referring to websites of third parties, the controller shall not be liable for contents of such websites.
7. The user acknowledges that texts, photographs, graphic works and other elements contained on the platform or available as part of the service can be individually or as a whole subject to copyright. Databases found on the platform or available as part of the service are protected by a special right of the database procurer. The user is authorised to browse the platform and use services in compliance with their purpose. The user is not authorised to modify the platform and its contents in any way or to interfere with it in any way.

## **III. Registration of the user and cancellation of the user account**

1. The user is asked to enter his/her email address and express consent with these terms and conditions during the registration process. The controller confirms the registration of the user and the creation of the user account by email, in which the controller sends the password to the user account to the user. The user can change the password to his or her user account at any time.
2. The user can register also by means of his or her Facebook or Google account, if such method of registration is at the time available on the platform of the controller. If the user decides to use this method of registration, s/he hereby grants consent to the controller to use his or her basic information contained in his or her Facebook or Google profile such as the name, email address and photograph. This information is processed by the company Facebook, Inc./ Google LLC and

is provided to the controller in compliance with terms and conditions of personal data protection of the respective company. Usage of the Facebook account for signing in to controller's services is subject to rules of personal data protection of the company Facebook, Inc. available here: [https://www.facebook.com/legal/FB\\_Work\\_Privacy](https://www.facebook.com/legal/FB_Work_Privacy). Usage of the Google account for signing in to controller's services is subject to rules of personal data protection of the company Google LLC available here: <https://policies.google.com/privacy?hl=en>.

3. The user shall keep his or her access data for his or her user account safe.
4. The user shall be entitled to cancel his or her user account created on the platform of the controller at any time by unsubscribing from receiving commercial newsletters sent by the controller to the email address of the user entered during the registration. Unsubscribing from receiving commercial newsletters sent by the controller can be made in any commercial newsletter from the controller. Unsubscribing from receiving commercial newsletters automatically results also in the cancellation of the user account of the user and termination of the service agreement.
5. The controller reserves the right to cancel the user account without cause for its convenience.
6. The controller reserves the right to change registration methods and methods for signing in to services, or also to exclude some methods for registration or signing in to services.

#### **IV. Special provisions for No Ads service**

1. By agreeing to the terms and conditions and paying the fee through Google Pay, the user also expresses the consent to [the terms and conditions of Google Play](#).
2. The No Ads subscription is periodically renewed at the frequency selected by the user, unless No Ads is ordered as a service of unlimited duration, i.e. with the application used by the user. Automatic renewal of the subscription can be canceled directly in Google Play subscriptions.
3. The user is entitled to withdraw from the No Ads service contract within 14 days of the date of purchase. Further information on the withdrawal is available at [https://play.google.com/intl/sk\\_sk/about/play-terms/](https://play.google.com/intl/sk_sk/about/play-terms/).
4. If the user believes that the controller violated his or her rights, the user can address the controller with claim for remedy by email at [info@kimbino.com](mailto:info@kimbino.com). If the controller refuses the claim for remedy or fails to reply to the claim for remedy within 30 days from the date of sending the claim, the user shall have the right to turn with the aim to protect his or her consumer rights to the alternative dispute resolution entity in compliance with the Act No. 391/2015 Coll. on alternative dispute resolution, amending and supplementing certain rights as amended. The user shall cooperate during the alternative dispute resolution with the alternative dispute resolution entity in the interest of expedient dispute resolution. The motion to start alternative dispute resolution can be filed as described under Section 12 of the above Act. The alternative dispute resolution entity is "Slovak Trade Inspection, Prievozská 32, P.O. Box 5, 820 07 Bratislava 27", or another relevant authorized legal entity listed in the list of alternative dispute resolution entities maintained by the Ministry of Economy of Slovak Republic (the list is available at the website <http://www.mhsr.sk>). The user is entitled to choose the alternative dispute resolution entity for consumer disputes to which the user will turn. The user shall in case of cross-border dispute turn to the European Consumer Centre, which will provide the user with service address, electronic

address or telephone number of the alternative dispute resolution entity competent for the resolution of user's dispute.

5. In compliance with the Article 14 of the Regulation (EU) No. 524/2013 of the European Parliament and of the Council of 21 May 2013 on online dispute resolution for consumer disputes and amending Regulation (EC) No. 2006/2004 and Directive 2009/22/EC, the consumer has the right to apply his or her rights and claims arising from the contractual relationship with the controller within the online alternative dispute resolution. Online dispute resolution is provided by the platform operated by the European Commission. The user who is consumer is entitled to use the RSO platform for dispute resolution in language s/he chooses. The RSO platform is available online at:  
<https://webgate.ec.europa.eu/odr/main/index.cfm?event=main.home.chooseLanguage>.

1. The controller is responsible for ensuring that the No Ads service is provided properly under the agreed conditions. In the event of an error occurring in the service provided the controller is responsible for, the controller shall immediately rectify the defect or ensure that the error is rectified.
2. After noticing an error in the No Ads service, the user is entitled to file a complaint about the error by reporting the error(s) to the controller without undue delay either in writing or by sending an e-mail to the controller's contact address, but no later than 7 calendar days after discovering it

#### **V. Protection of personal data and privacy of users**

3. The controller took adequate measures with the aim to provide to the user all information related to the processing and safety of personal data by the provider, as well as to exercising the rights of the data subject in brief, transparent, comprehensible and easily accessible form, clearly and simply formulated in information about personal data processing. The controller provides this information electronically.
4. The user may ask the controller to erase his personal data. More information about personal data processing is available [here](#).
5. By acceding to these terms and conditions the user agrees that the controller can use his or her email address or telephone number for marketing addressing and send advertisement information to this email address or telephone number.

#### **VI. Final provisions**

1. Legal relationship between the controller and the user is governed by the law of the Slovak Republic with the exclusion of conflict of laws rules.
2. The controller shall have the right to change or modernize services without any prior notification to the user as well as without the user's consent. However, such change shall not constitute the breach of user's rights.
3. The controller shall be entitled on the grounds of changes of relevant legal regulations or its own business policy or based on its own decision to change or completely substitute these terms and conditions. The controller shall ensure that new terms and conditions are published on the date changes come into effect at the latest.

4. The user agrees that the controller can assign its rights and obligations arising from the service agreement concluded under these terms and conditions to a third party.
5. Should any provision of these terms and conditions prove to be fully or partially invalid or ineffective, it shall be without prejudice to the validity or effect of the remaining provisions of these terms and conditions. A legal provision, which, insofar as possible, is as close as possible to the meaning and purposes of such invalid provision of these terms and conditions, shall be used instead of the invalid or ineffective one. The same shall be applied in case any of the provisions of these terms and conditions is found unenforceable.
6. Any irregularities and disputes arising in connection with these conditions shall be settled by mutual agreement in particular. However, if no such mutual agreement is reached, all disputes will be finally decided by a court in the Slovak Republic while applying the Slovak law as the governing law.