

Terms and Conditions (Public Offer)

1. Scope

1.1 These General Terms and Conditions of Use (hereinafter referred to as the "General Terms and Conditions") of the **Techmarket Gift Card** (hereinafter referred to as the "Gift Card") shall apply in respect of every buyer of the Gift Card (hereinafter referred to as the "Buyer") and every holder of the Gift Card including the Donor and the Donee (hereinafter referred to as the "Card Holder"; collectively referred to as the "person" or "you" in Clause 2).

By purchasing and/or holding the Gift Card, you accept these Terms and Conditions.

1.2 This Gift Card is issued by **RCC IT - management s.r.o.**, ID: 14379881

Address: Vaclavske namesti 831/21, Nove Mesto, 110 00 Praha 1 (hereinafter referred to as "the Issuer").

1.3 The Gift Card shall be issued in Euro.

1.4 After the initial purchase, the Gift Card shall be credited with funds in the amount corresponding to the Card nominal value indicated on the front side of the Card.

1.5 The Gift Card is not a controlled product and, therefore, it shall not comply with the rules applicable to electronic money or payment services.

2. Definition

2.1 The term "Gift Card" shall mean the product that is a non-reloadable prepaid gift card used to prepay purchases in the <https://techmarket.website> online store and offered in accordance with these General Terms and Conditions.

2.2 The terms "Buyer" or "Card Holder" shall mean the party who has requested, received and uses the Gift Card. The Gift Card Holder may or may not be the buyer of the Gift Card.

3. Purchase of the Gift Card and Deposit of Funds to the Gift Card

3.1 If the Gift Card is purchased at the store, it can be purchased by any person over the age of 18 and who accepts all the provisions of this Agreement. The Buyer of the Card can pay an amount of at least 30 EUR and no more than 3,000 EUR, and the Buyer shall keep the cashier's receipt to confirm the payment at least until the Card code is activated and the purchase is made on the website of the <https://techmarket.website> online store.

After paying for the Gift Card, the amount of the Card nominal value will be available for use during the period of 3 months from the payment date.

3.2 Limits from 30 EUR to 3,000 EUR are available to buy a Gift Card online.

The Gift Card shall be activated within three months after its purchase.

3.3 To put funds on the Gift Card, you must use a wire transfer, cash, any credit or debit card issued by a regulated financial institution.

This Gift Card can only be used to purchase goods in the **<https://techmarket.website>** online store.

3.4 When putting funds to the Gift Card, the payment shall always be made in Euro regardless of the currency of your credit or debit card account or the currency of the wire transfer.

3.5 We may refuse to issue or sell the Gift Card without giving any reasons.

4. Use of the Gift Card

4.1 The Buyer may use the Gift Card or transfer it to another person (a new Card Holder) as a present.

The Buyer may use the Gift Card exclusively for purchases in the **<https://techmarket.website>** online store.

When transferring the Gift Card, the Buyer shall inform a new Card Holder on the following:

4.2 The Gift Card can be used only in the **<https://techmarket.website>** online store and exclusively for transactions in the account of the Gift Card Holder on the **<https://techmarket.website>** website.

4.3 The purchase of goods on the **<https://techmarket.website>** website can only be made for the full amount of the Gift Card nominal value. You cannot purchase the goods the value of which is less than the Card nominal value.

4.3.1 If any purchase exceeds the amount available on the Gift Card, you can pay the outstanding balance of the purchase price in another way, i. e. using the payment method accepted by the **<https://techmarket.website>** store.

4.3.2 After purchasing the Gift Card, extra funds cannot be put to the Card.

4.4 The Gift Card shall not be a debit card linked to a bank account. The secret number of the Gift Card shall only confirm your prepayment for the purchase of goods on the Issuer's website. The deposited financial amount can be used only once and shall not provide for any interest on the Gift Card.

4.5 It shall be prohibited to use the Gift Card for the following purposes:

4.5.1 Any transactions outside the **<https://techmarket.website>** online store.

4.5.2 Online transactions on third party websites.

4.5.3 Cash transactions, including exchanging Gift Cards for cash, withdrawals of funds, mail transfers, traveler's cheques, foreign currency or money exchange transactions. 4.5.4. Sale of Gift

Cards to individuals or legal entities.

4.5.5 Any Illegal purposes.

4.6 In addition, the Gift Card cannot be used in situations when the Issuer cannot confirm online that you have sufficient funds on the Card to complete the transaction.

4.7 The Gift Card cannot be exchanged or sold, and it shall not entitle you to receive any remuneration.

4.8 We may terminate, suspend or limit the validity of your Gift Card for the following reasons:

4.8.1 Security of your Gift Card or your Gift Card number is at risk.

4.8.2 Suspicion of unauthorized or fraudulent use of the Gift Card.

4.9 By suspending or limiting the Gift Card validity, we shall do our best to inform you hereon. This obligation to inform shall not apply in cases where appropriate security measures have been applied to the Card or when the provision of such information contravenes the law or AMLD requirements.

For these purposes, please always keep the receipt, bill of sale (or another proof of purchase of the Gift Card) along with the secret number of the Card.

5. Payments

5.1. Once the transaction is sent to us/our system for verification, it cannot be canceled. 5.2. Normally, the transaction can be rejected for the reasons below:

5.3.1 The transaction amount exceeds the balance available on the Gift Card.

The Gift Card cannot be used to purchase requested goods and/or services.

5.3.2. The Issuer has a reasonable suspicion that there are grounds to refuse the transaction in accordance with the rules of the payment system (Visa or MasterCard).

5.3.3 The Issuer has reasonable grounds to suspect that such steps are required to meet any legal obligation to comply with AML rules.

5.4 The Issuer shall not be obliged to make a transaction in case of force majeure or any technical issues associated with the **<https://techmarket.website>** website.

6. Foreign Currency Transactions

The Gift Card can only be used for transactions in the Gift Card currency (Euro).

7. Balance Check

You can go to **<https://techmarket.website>** to check your Gift Card balance or view your transactions.

8. Reimbursement

Your Gift Card shall not be subject to the rules applicable to e-money issuers and, therefore, you cannot make claims about no refund of Card balance.

9. Gift Card Validity

9.1 The Gift Card and its funds shall expire after three months from the date of paying for the Gift Card. This date shall be called the "Expiry Date".

On this day, your Gift Card will no longer be active and used as a means of payment on the **https://techmarket.website** website.

9.2 When the Gift Card expires, you cannot use the remaining balance. You shall not be eligible for any refund of the Gift Card balance. By purchasing the Gift Card, you agree to these terms and conditions.

10. Security Measures

10.1 The Gift Card cannot be used by any third party without the Buyer's permission.

10.2 If the Gift Card is lost or stolen, or if you think that your Card has been misused, you shall:

10.2.1 Contact the Support Service and block the Card (Telephone: +420776854635 Telegram/Whats App Email: info@techmarket.website).

10.2.2 Immediately stop using the Gift Card and its number. If, after you have blocked the Gift Card and reported it to be lost, stolen or misused, you find it again, you shall inform the Support Service hereon as soon as possible.

10.2.3 You shall be personally responsible for any use of your Gift Card. By purchasing the Gift Card, the Buyer shall assume full responsibility in case of illegal use of the Card or in case the Card is not used in accordance with the Terms hereof.

10.2.4 If you lose your Gift Card, you may apply for a new Card and transfer funds from the lost Gift Card to a new one.

The Buyer/User is informed and understands that the Gift Card CANNOT be replaced after it has been used at the **https://techmarket.website** online store, irrespective of who used it. The Gift Card can only be replaced if you prove to the Issuer that you are the purchaser of the Card. For this purpose, you have to provide the original cashier's receipt, your passport, the hidden number of the Card and a written application. The processing period for the application shall be 20 business days. The owner of the **https://techmarket.website** online store shall have the right to refuse to replace the Card if they suspect any fraudulent activities or the cashier's receipt is damaged or on other grounds with no explanation.

If a decision is made to replace the Card, you will have to pay an issuance fee in the amount of 10% of the Card nominal value.

10.3 We shall not be responsible for the following:

10.3.1. Any unusual or unexpected circumstances, such as a computer system failure for reasons beyond our control that prevents us from providing the usual range of services.

10.3.2 Use of the Gift Card after its expiry date.

10.4 Please send a message to the Support Service of <https://techmarket.website> and inform of any errors related to any transaction.

10.5 In any case, our liability shall be limited to the maximum amount of the Gift Card balance.

10.6 The balance amount used before the Gift Card is blocked shall be non-refundable.

10.7 Any use that does not comply with these General Terms and Conditions may result in blocking the Gift Card.

11. Amendments to the General Terms and Conditions

11.1 These General Terms and Conditions, as well as the prices and other fees charged, may be amended at any time.

11.2 Should the General Terms and Conditions be amended, then the General Terms and Conditions in force at the date of purchase of the Gift Card shall apply.

12. Complaints and Disputes

The Gift Card can only be used to purchase goods and/or services in the <https://techmarket.website> store.

12.1 <https://techmarket.website> shall do their best to resolve any disputes arising out of these General Business Conditions.

12.2 If you want to file a complaint or contact us for any other reason related to these General Terms and Conditions, you may send a message at the address:

Vaclavske namesti 831/21, Nove Mesto, 110 00 Praha 1 Czech Republic or at info@techmarket.website

12.3 We shall try to find an amicable settlement before the case is submitted to the court. For any dispute that cannot be resolved by mutual agreement, you may request an out-of-court settlement by a designated body for alternative dispute resolution for consumer disputes, which is

Česká obchodní inspekce . Ústřední inspektorát - oddělení ADR Štěpánská 15

120 00 Praha 2

E-mail: adr@coi.cz

Web: adr.coi.cz

The European Commission also offers an alternative platform for dispute resolution, which you can visit at this link

Link: <https://ec.europa.eu/consumers/odr/main/index.cfm>

12.4 The Governing Law shall be the law of the Czech Republic.

If an agreement cannot be reached through arbitration, all disputes with individuals shall be

resolved in the court of general jurisdiction in Prague. Disputes with legal entities shall be resolved in accordance with the following Arbitration Clause:

All disputes that might arise in virtue of or in connection with these Terms and Conditions shall be resolved by the Arbitration Court at the Economic Chamber of the Czech Republic and the Agricultural Chamber of the Czech Republic in accordance with its Rules by one arbitrator appointed by the Chairman of the Arbitration Court.

13. Privacy Policy

13.1 The Issuer shall take all necessary measures to protect confidentiality of the user's personal data.

13.2 All personal data that we collect shall be used only on legal grounds and in accordance with personal data protection regulation (Regulation (EU) 2016/679 of the European Parliament).

13.3 The Issuer shall control the personal data relating to the purchase and use of the Gift Card. The purpose of processing personal data shall be: contracts for the purchase and use of the Gift Card. Being a data subject, you have the right to correct your personal data. If you want to exercise this right and/or receive relevant information, please contact RCC IT - management s.r.o. at info@techmarket.website

You may also file a complaint regarding our data processing policy with the Office for Personal Data Protection: Pplk. Sochora 27, 170 00 Praha 7.

14. Right to Withdrawal

14.1 If you change your mind about buying the Gift Card, you can withdraw from the contract within 14 days from the date of purchase (this Clause only applies if you order your Gift Card online). If you withdraw from the contract during this period, you shall not be charged any fees other than transaction costs.

14.2 Your money shall be refunded in the currency of the Gift Card (Euro).

14.3 If you want to withdraw from the Agreement related to the Gift Card, please submit a statement of withdrawal made in a free form within 14 days from the date of purchase at info@techmarket.website

The Gift Card shall not be activated, transferred, donated, or used, and it shall be supported with the original document (or any other document) that confirms the purchase. Then you will be refunded the amount corresponding to the Card nominal value.

14.4 The amount shall be returned only to the person who has purchased the Gift Card, the Buyer. The amount will be refunded within fourteen (14) days after the Gift Card is returned. The payment shall be made only to the Buyer's account from which the payment for the Card was made and which was verified to confirm that it belongs to the Buyer through the AML procedure.

02/05/2023