

## LICENSE TERMS

The website operator for [www.body-analyzer.com](http://www.body-analyzer.com) is PERUN SK s.r.o., with the address registered at 1.mája 131/20, 96001 Zvolen, Slovak Republic, Company Registration Number: 50 402 935, VAT Identification number: 2120312106, registered in the Commercial Register maintained by District Court in Banská Bystrica, section: insert number 30163/S (hereinafter referred to as the Operator)

- The Operator is in compliance with the Act. 618/2003 Coll. on Copyright and Rights related to copyright, entitled to exercise property rights to these websites.
- The Operator is not responsible for any damages resulting from the use [www.body-analyzer.com](http://www.body-analyzer.com) sites nor for the content or damage resulting from the use of site belonging to the third parties that can be visited through [www.body-analyzer.com](http://www.body-analyzer.com) sites.
- It is forbidden to interfere in any way without the written consent of the Operator into the technical nature or content of the site [www.body-analyzer.com](http://www.body-analyzer.com). The right to make changes, remove or amend any parts of the sites is exclusively the operator's one.
- It is forbidden to transmit to or to send via the websites [www.body-analyzer.com](http://www.body-analyzer.com), any information or materials contrary to goodmorals or in breach of the legislation.
- Downloading and dissemination of data from websites [www.body-analyzer.com](http://www.body-analyzer.com) is allowed only on the condition of mentioning their source. This does not affect the conditions for the use of programs offered by the Operator, they are governed by separate license terms.
- The operator provides site visitors the ability to create links to [www.body-analyzer.com](http://www.body-analyzer.com) sites and place them into the documents and on other websites.
- Comments on the content and appearance of the sites can be sent to the Operator on the address: [info@body-analyzer.com](mailto:info@body-analyzer.com)

## **PRIVACY**

- Click-in consent to the processing of personal data you give as the person concerned and express your voluntary consent to the processing of the personal data; provided in accordance with law no. 122/2013 Coll. on the protection of personal data and on amendments to certain laws; to the Operator PERUN SK s.r.o. with the address registered at 1.mája 131/20, 96001 Zvolen, Company Registration Number: 50 402 935, (hereinafter referred to as the Operator) to the extent of full name, address, e-mail. The given data will be processed for a period of five years from the disclosure. Your consent may be revoked at any time by e-mail at [info@body-analyzer.com](mailto:info@body-analyzer.com) or in writing to the Operator.
- The personal data may be provided and made available to beneficiaries and third parties only when required by a specific law, and shall not be disclosed. If required, you will be provided with the current list of these.
- If required, you have the right so an authorized person who will process the aforementioned personal data proves his/her identity or provides additional details according to § 15 of the Act. Your rights when processing personal data are regulated by § 28 of the Act.

### **Rights of persons concerned according to § 28 of the Act**

- (1) The person concerned has the right, upon written request require from the Operator:

a) confirmation whether or not personal data about him/her are processed,

- b) information in a generally intelligible form on the processing of personal data in information systems within according to § 15 paragraph. 1 letter. a) to e) second to sixth point; When issuing a decision according to paragraph 5 the person concerned is entitled to learn the process of processing and evaluating operations,
- c) accurate information in a generally intelligible form about the source from which it got its personal data for processing,
- d) list of the personal data that are the subject of processing in a generally intelligible form,
- e) correction or destruction of their incorrect, incomplete or outdated personal data which are the subject of processing,
- f) destruction of the personal data if the purpose of the processing was finished; if the subject of the processing are the official documents containing personal data, they may be requested to be returned,
- g) destruction of the personal data which are the subject of processing in case of violation of the law,
- h) the blocking of personal data due to the withdrawal of consent before the expiry date of its validity, if the Operator processes personal data with the consent of the person concerned.

(2) The right of the person concerned according to paragraph 1. letter e) and f) may only be restricted if such restriction results from a special law or its application would undermine the protection of the person concerned or would violate the rights and freedoms of others.

(3) The person concerned, upon the written request to the Operator, has the right to object to:

- a) the processing of his/her personal data, which he/she assumes that they are or will be processed for direct marketing purposes without his consent, and call for their destruction,
- b) the use of personal data contained in § 10 para. 3 letter.
- b) the use of personal data contained in § 10 para. 3 letter. d) for the purposes of direct marketing in the mail correspondence, or
- c) the provision of personal data referred to in § 10 para. 3 letter. d) for direct marketing purposes.

(4) The person, upon written request or in person, if the matter is urgent, has the right at any time to object to the Operator's processing of personal data in cases according to § 10 para. 3 letters. a), e), f) or g) stating the legitimate reasons or by submitting evidence of infringement of his rights and legitimate interests that are or may be in a particular case by such processing of personal data damaged; unless prevented by legal reasons and it transpires that the objection of the person concerned is justified; the operator is obliged to block and destroy the personal data which processing the person concerned has objected without delay, as soon as circumstances permit.

(5) The person concerned, upon written request or in person if the matter is urgent, also has the right to object the Operator at any time and refuse to submit the Operator's decision, which would have legal effects on him/her or significant impact if the decision is made solely on the basis of the actions of automatic processing of his/her personal data. The person concerned has the right to request the operator to review the decision issued by a method other than the automatic processing, whereas the operator is obliged to satisfy the request of the person concerned, so that the decisive role in reviewing a decision will have an authorized person; the Operator shall notify the person of the way of investigation and its results within the period defined to § 29 paragraph.3. The person concerned does not have this right only if so provided by a special law, which are governed by measures to ensure the legitimate interests of the person concerned, or if in the context of pre-contractual relations or during the existence of contractual relations, the operator issued a decision which meets the requirements of the person concerned, or where the operator under contract take any other adequate measures to ensure the legitimate interests of the person concerned.

(6) If the person concerned exercises his/her right:

a) in writing and the content of the application shows that he/she exercises the rights, the application shall be deemed to be filed under this Act; an application submitted by e-mail or fax will be delivered by the person concerned in writing within the three days from the date of dispatch,

b) in person verbally in the minutes, of which it must be clear who has exercised the right, what is at issue and when, and who made the minutes, his/her signature and the signature of

the person concerned; the Operator is obliged to hand over the copy of the minutes to the person concerned,

c) with an intermediary according to letter a) or letter b), who is required to hand over this request or the minutes to the Operator without undue delay.

(7) If the person concerned suspects that his/her personal data are processed without authorization, he/she may submit an application initiating proceedings on the protection of personal data at the office.

(8) If the person concerned has no legal capacity in full, <sup>15)</sup> his/her rights may be exercised by his legal representative. <sup>16)</sup>

(9) If the person concerned does not live, the rights which he/she had under this Act may be applied to his/her close contact. <sup>17)</sup>

## **USE OF DATA**

- When completing the forms there are needed some information that may be necessary for processing the requirements of site visitors. The Operator apart from these consciously provided data does not process nor obtain any additional customer information, for example while they visit [www.body-analyzer.com](http://www.body-analyzer.com) sites, download programs or use any other services provided on the site.
- All data that the user provides to the Operator are processed in accordance with the Act and are not disclosed to third parties. The user has the right to make a written request for the information, which of his/her personal information the Operator records.
- The Operator reserves the right to use the provided contact information of site visitors and their customers to send the necessary information for the use of products, services as well as information on other matters.

- Every website visitor or customer has the right to ask for an exclusion from the lists for sending these information by the Operator.

Legal information of [www.body-analyzer.com](http://www.body-analyzer.com) websites are valid and effective from 10. 10. 2014

## **PERUN SK s.r.o. GENERAL TERMS AND CONDITIONS**

General terms and conditions, PERUN SK s.r.o.,

### **I. Introductory Provisions:**

1) These General Terms and Conditions (hereinafter GTC) further defines the basic terms and conditions and the relationships between the company PERUN SK s.r.o., with the address registered at 1.mája 131/20, 96001 Zvolen, Slovak Republic, Company Registration Number: 50 402 935, VAT Identification number: 2120312106, registered in the Commercial Register maintained by District Court in Banská Bystrica, section: insert number 30163/S (hereinafter referred to as the Operator) and its customers in the field of product and goods sales and of services. Conditions and relationships specified in these GTC shall be governed by the law of the Slovak Republic.

2) If contracting party is a consumer, relations that are not regulated by GTC are governed by Act. 40/1964 Coll. Civil Code, as amended, Act no. 250/2007 Coll., on Consumer Protection, as amended, Act no. 102/2014 on the Protection of Consumers when selling goods or services on the basis of the distance contract or contracts negotiated away from business premises of the seller, as amended, Act no. 122/2013 Coll. on Personal Data Protection, as amended, the License Terms of PERUN SK s.r.o. for the Body Analyzer program and Complaints Procedure of PERUN SK s.r.o.

3) If contracting party is a buyer who is not a consumer, the relationships that are not regulated by GTC are governed by Act. 513/1991 Coll., The Commercial Code, as amended, the provisions of the Act no. 185/2015 Coll., on Copyright, as amended, the license terms of PERUN SK s.r.o., terms of Internet services and Complaints Procedure of PERUN SK s.r.o.

#### 4) Contact details:

Postal address: PERUN SK s.r.o. 1.mája 131/20 96001 Zvolen, Slovak Republic

Company ID: 50402935, Tax ID: 2120312106,

bank account no.: 4023609562/7500, IBAN: EN 19 7500 0000 0040 2360 9562

E-mail: [info@body-analyzer.com](mailto:info@body-analyzer.com).

## **II. Definitions**

1) The provider is understood as the company PERUN SK s.r.o., with the address registered at 1.mája 131/20, 96001 Zvolen, Slovak Republic, Company Registration Number: 50 402 935, VAT Identification number: 2120312106, registered in the Commercial Register maintained by District Court in Banská Bystrica, section: insert number 30163/S.

2) The transferee is understood as the purchaser or the consumer who acquired the product from the company PERUN SK s.r.o. or from its registered dealer.

3) The consumers is understood as the person who, in concluding and performing the contract does not act within his business. For the purposes of these GTC, also a buyer who ordered products with a view to conclude a purchase contract and specified his business name and identification number is not considered to be a consumer either.

4) The buyer is understood as an entrepreneur (natural or legal person who is not according to these GTC a consumer) who with the provider enters into purchase agreement for the purposes of his business.

5) The purchasing contract is meant as the contract concluded between the provider and the transferee, which concerns the goods or services, except a computer program.

6) The licensing contract is meant as the contract concluded between the provider and the transferee, which concerns the computer program.

7) The web residence is understood as the provider's websites [www.body-analyzer.com](http://www.body-analyzer.com).

## **III. Information about products, services and the prices.**

1) Information about the provider's products and services are publicly available on the provider's web residence and in printed materials. Upon a request of the purchaser this information can be provided at the headquarters of the provider or in one of its branches, and there, there are also available current printed materials issued by the provider. Prices of the provider's products and service are governed by the current price list given on the web site of the provider. All prices of the products and services are with VAT and also without VAT.

#### **IV. Order Fulfillment**

1) A buyer can make an order in the headquarters or branches of the provider, in person, by telephone, via e-mail, on the web residence of the provider by completing the order form, or in the Internet system for clients ([www.body-analyzer.com](http://www.body-analyzer.com)). By placing an order, the transferee agrees to these terms and conditions, accepts the provider's offer and makes a mandatory order for the subject of the order. The order is a draft of a purchase contract or a service contract. The contract of sale takes place on dispatch of purchaser's order and its reception by the provider or based on the purchaser's order and of its direct implementation by the provider. The purchase agreement may be concluded orally, as well as by handing over the object of purchase to the transferee.

2) If the purchase contract is concluded with a consumer, placing offered goods on the web site of the provider is a proposal to conclude a purchase contract. By placing an order by the transferee, the contract comes into existence and the transferee affirms that he/she agrees with these GTC. The provider confirms the acceptance of the order via e-mail sent to consumer's e-mail address provided by consumers. This acceptance does not affect the formation of the purchase contract. The arosed agreement may be modified, or canceled only by agreement of the parties or legally defined reasons. The order with an addition or divergence is not considered to be the acceptance of the order by contracting parties. The offer must be accepted by the transferee without any reservation, or alternatively the provider to the consumer's request shall draw up an adjusted offer. In the case of price calculation or offer, the contract is concluded at the moment of approval of price calculation or the offer by both parties.



3) By contract settlement the acquirer simultaneously grants the consent for sending information relating to computer programs, services and goods, as well as related services and products, both in writing and in electronic form. This consent may be revoked at any time by the transferee in writing to the address of the provider.

4) The provider, as soon as possible, but usually within 3 working days, carries out the order by dispatching a product or providing a service, or confirms the order.

## **V. Withdrawal from Contract**

1) If the agreement is concluded by means of distance communication, the consumer is entitled to cancel the contract without giving any reason in accordance with sec. § 7 of the Act no. 02/2014 Coll. on Consumer Protection within 14 days from collection of goods or the date of conclusion of the contract about providing online content that is not supplied on a tangible medium (computer program) or after the conclusion of a contract about providing the service. Goods are considered to be taken over by the consumer at the moment when the consumer has taken all of the goods ordered. The consumer can withdraw from the contract, the subject of which is the delivery of goods, even before the commencement of the period for withdrawal.

2) The right to withdraw from the contract may be applied by the consumer as follows: The consumer contacts the provider, preferably in writing, by a letter or an e mail, stating that he/she withdraws from the contract and also states the invoice number, date of purchase, his/her full name, address and account number for refund. The consumer may use the form for withdrawal, which is published on the web site of the provider. Provider, immediately after the receiving of the resignation, confirms its receipt by email.

3) Payments received from the consumer can be returned by postal order when the goods were paid in the form of COD. Withdrawal from Contract must be delivered to the provider by the last day of the 14 day period. The consumer shall, in the case of using the right for withdrawal within 14 days from a receipt, pass on or sent by post to the address of the provider everything what he received on the basis of the the purchase contract. When withdrawal from the contract, the consumer will be refunded for goods and delivery costs he/she has paid. When withdrawal from contract, the consumer defrays only the cost for returning the goods to the provider, that is postal charge for returning the goods. In case of wrongful termination of the contract, goods will be redelivered back to the transferee on his/her expense.

4) The consumer sends in the consignment also the original receipt about purchasing the goods. In case of withdrawal from the purchase of a computer program, it must be in the original, undamaged original packaging (shipment must not be opened at all) must not be used at all (must not have been activated according to the a license agreement) and must be complete. In case of withdrawal from the purchase of goods, it is even possible to return damaged packaging if it was damaged as a result of unpacking the goods, but goods must be undamaged and complete. When you return damaged or incomplete goods, the provider may claim the compensation against a consumer to the extent of damage to the goods. It is therefore recommended to insure the returned goods in case of damage during transportation.

5) The right for withdrawal consumer does not have in the case of contracts:

a) for the provision of services if their fulfillment was with his/her consent commenced before expiration of the 14 days period after the receipt of performance, except for training that is possible to cancel and amend for free within 2 working days, until 12:00 am., from the working day that precedes the date of original order.

b) for the supply of goods adjusted by the instructions of the consumer or for his/her person.

c) for the supply of computer programs, where the consumer has violated their original packaging (opened postal items).

6) Withdrawal from contract is null and void if the expression of the will of withdrawal will not be delivered to the provider to the 14th day from the receipt of goods or a computer program.

7) If the transferee is a buyer, it is not possible to exercise the right for withdrawal without legal grounds for withdrawal.

## **VI. Terms of Delivery**

1) Goods can be collected in person at any branch of the provider or dispatched by post.

2) When ordering goods, the provider shall charge postage and packing according to the the valid price list published on his web site.

3) The usual delivery period for computer programs and goods are 3 working days and it starts at the moment when the payment is credited to the provider's account. Goods or services can be delivered by mail through cash on delivery within 5 working days. When personal collection of goods or services, except the purchase of a computer program, the provider charges a handling fee according to the valid price list published on the web site of the provider. In case that any item ordered is not immediately available, the provider will inform the transferee about that.

4) When receiving the goods, the transferee immediately checks whether the delivery is complete and undamaged. The transferee is not obliged to take over the consignment that is incomplete or damaged. In case that package is not complete, he/she shall contact the provider. The transferee complaints of the damaged item on the spot at the postman. If a consignment is taken over by transferee with that it is fine and everything is confirmed by his/her signature on the postman's documents, it is not possible to respect subsequent claims relating to damage to goods in transit.

## **VII. Terms of payment**

1) When ordering a computer program and goods, the transferee can choose between a bank transfer in advance based on the advance invoice and payment through cash on delivery for a surcharge. The transferee has also the option to pay in cash at the provider and his branches for a handling fee.

2) A training can be paid by bank transfer within 2 days prior to the date of meeting, or in cash at the place and date of the training at a price higher than for payment in advance.

3) A transferee may pay for individual services by a bank transfer in advance based on the advance invoice.

4) Valid prices for products and fees are listed in the list published on the web site of the provider.

5) The product remains the property of the provider until the full payment of its price.

### **VIII. Warranty terms, responsibility for defects, complaints, settlement of consumer disputes**

1) Application procedure and the complaint handling of product, that has been purchased at provider where during the warranty period there are applied the rights of the transferee for responsibility for defects or if it is the conflict with the contract, is governed by the claims procedure, which is published in all points of sale and on the web site of the provider.

2) If the consumer is not satisfied with the way in which the provider handled his complaint or if he/she considers that the provider breaks his law, he/she is entitled to contact the provider to request corrective action. If the provider answers negatively on the request for redress, or did not respond to it within 30 days from the date of dispatch, the consumer has the right to file a proposal for initiation of an alternative online dispute resolution to the subject of an alternative dispute resolutions. Online dispute resolution is provided by the European Commission and the Slovak contact point of dispute resolutions online (ODR). The consumer may file a complaint through online dispute resolution platform (ODR) at:

<http://ec.europa.eu/consumers/odr/>

## **IX. Terms of personal data processing**

1) The provider processes the personal data provided by the transferee, in accordance with the provisions of Act No. 122/2013 Coll. On the Protection of Personal Data and on amendments to certain laws as amended by Act no. 84/2014 Coll. in the current and amended form (hereinafter referred to as the "Act").

2) The provider processes personal information supplied by the transferees, who are obligated to pay the supplied goods or services through their web site in order to operate an online store, process accounting and tax documents, and ensure the contractual relationship between the operator and persons of relevance. Personal data are processed in the provider's information system. The scope of personal data processing is:

- full name of the taxable person or name of a taxable person, the address of his/her registered office, place of business, establishments, residence or address of the place where he/she normally resides, and the tax identification number under which the goods or services were supplied, or
- name and surname of recipient of goods or services or the name of the recipient of goods or services, the address of his/her place of business, establishments, residence or address of the place where he/she normally resides, and tax identification number under which goods were supplied, or under which service was supplied, the bank account number of a natural person, telephone number, email address.

3) Aforesaid personal data are processed in the framework of contract / pre-contractual relationship in accordance with § 10 para. 3 letter. b) Act and other legislation, particularly the Civil Code, the Commercial Code, Act no. 595/2003 Coll. on Income Tax Act no. 222/2004 Coll. on Value Added Tax, as amended, Act no. 563/2009 Coll. on Tax Administration (Tax Code) and on amending and supplementing certain acts, Act no. 431/2002 Coll. on Accounting as amended, Act no. 283/2002 Zz .; on Travel Allowances Act no. 455/1991 Coll. on Trades (Trade Act), Act no. 145/1995 Coll. on administrative fees, as amended.

4) Aforesaid personal data are provided voluntarily by the transferee, for providing incorrect, incomplete or outdated data the provider does not guarantee the provision of the service.

Provider is not responsible for damages caused by misrepresentation. Providing false personal data is penalized by law.

5) Processing is done based on the brokerage contract, where the contractor guarantees to take appropriate safeguards for the protection of supplied personal data so as not to threaten rights of the provider and legally protected interests.

6) Third parties /recipients to whom the personal data provided by the transferee may be made available for inspection, or given for processing are: Slovak Post under the Postal Services Act, or any other shipping company for the purpose of delivery / shipments, Tax authorities based on law no. 595/2003 Coll. on Income Tax as amended, or any other persons to whom it allows a special law under § 10 para. 2 of the Act.

7) The transferee's personal data will be processed by the provider since their disclosure on the web site. Through a written request sent by an e-mail, the transferee's personal data will be safely deleted from the system, except for personal data which are subject to a special Act. 395/2002 Coll. on Archives and Registries, as amended.

8) At the same time the transferee may ask the provider for an identity proof of an authorized person who collects transferee's personal information, and make use of his/her rights when processing personal data according to § 28 of the Act.

## **X. Final provisions**

1) These terms and conditions are part of the purchase contract concluded between the provider and the transferee and so in the current version, which at the date of the purchase contract, is stated on the web site of the provider.

2) The provider is entitled to unilaterally change these terms and conditions and shall promptly publish a new version of the commercial terms and conditions on his/her website. If the licensee continues to receive service or other service provided by the provider, revised ODR become binding moment for him/her and it is effective from the date when service or performance was accepted. The transferee has the opportunity to decline the change of the

commercial terms and conditions in the form of a cancellation notice with the period of two months with effect from the moment of delivery. If the other party does not make the cancellation notice within 15 days from the date of notification about the change of these terms and conditions, then it is assumed that the other party agrees with the change of commercial terms and conditions.

3) These GTC shall become effective on the date of publication, that is 16. 5.2016. On that date, any previous version of the GTC remain in force.

**User is obliged to:**

1. Prevent possible theft of supplied software product.
2. Before deploying software product for practical use, be fully familiar with all its features and functions not described in the manual and the features of the operating system in which is a software product used.
3. In your own interest make regular backups of all data on the quality storage media (we recommend to do daily backup, weekly backup, monthly backup separately).
4. Prevent access to the program to those who do not know its function and features of the operating system in which the program is used.
5. Use the program only in failure free computers, unaffected by computer viruses.

When operating software body-analyzer across countries, it is necessary to respect the laws and rights of the specific country.