## Website General Terms and Conditions

Provider of the website <a href="https://kimonoproduction.com/">https://kimonoproduction.com/</a> (henceforth "website") and data controller is:

JandL, marketing a reklama, s.r.o. Štefánikova 6, 811 05 Bratislava, Slovak Republic Contact: <u>jandl@jandl.sk</u>, tel.: <u>421 (0) 2 62 80 34 07</u> (henceforth also "Provider" or ""data controller")

Services on this website are not intended for persons under the age of 16.

Provider authorizes you to view the information, photos, video and any other material subjected to intellectual property ("Materials") at the website only for your personal, non-commercial use. You agree to abide by all additional restrictions displayed on the website as it may be updated from time to time. You agree to comply with all copyright laws applicable in your use of the website and to prevent any unauthorized copying or unauthorized distribution of the Materials; except as expressly provided herein. Provider does not grant any express or implied right to you under any patents, designs, trademarks, copyrights or trade secret legislation. You agree not to interrupt or attempt to interrupt the operation of the the website in any way.

Your agreement with these terms and conditions is a precondition for usage of this website. If you don't agree or comply with these terms and conditions you are not authorized to use this website or products/services that it might provide.

These Terms and Conditions provide information about usage of cookies and personal data protection in accordance with Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016 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).

The user of the website is the user in the respect of the personal data protection. The user or other data subject acknowledges that Personal Data provided to the Provider are processed by the Provider as the data operator.

Usage of data that is for the purpose of commercial communication is based on the consents of

such usage by the data subject. Consent for commercial communication can be withdrawn at any time. This existence of the right to withdraw consent at any time, does not affecting the lawfulness of processing based on consent before its withdrawal.

The user or other data subject as the affected party, whose Personal Data are processed by the Provider as the operator, shall be entitled at any time to check and change provided Personal Data as well as cancel its registration after logging in at the section. User or other data subject has the right to request from the data operator access to and rectification or erasure of personal data or restriction of processing concerning the data subject or to object to processing as well as the right to data portability.

Rights of the user or other data subject, as the affected person are also the right to request from the Provider to provide the following in generally intelligible form: confirmation whether or not its Personal Data are processed by the Provider, information whether its Personal Data re processed in the information system, information about the source, from which the Provider obtained its Personal Data for processing, list of Personal Data which are processed, correction or destruction of its incorrect, incomplete or outdated Personal Data which are processed, destruction of its Personal Data, whose purpose has ceased or in case of a violation of the Act on the Protection of Personal Data.

The user or other data subject can express its consent with the processing of its Personal Data during or after its registration for the purposes of marketing communications and sales support, especially for sending information about new goods (products), discounts, promotions and other activities of the Provider. This communication can be handled via third party in accordance with these therms and conditions. This consent can be withdrawn at any time.

The Provider shall process Personal Data for the purpose set out in these Terms & Conditions and in accordance with the applicable regulation, mainly EU General Data Protection Regulation.

The user or other data subject that grants the consent for the processing, may be revoke this consent at any time in writing, by sending a notice to the Provider on the email address jandl@jandl.sk.

The Provider, after fulfilling the purpose of processing or upon request to revoke the consent, shall provide for an immediate destruction of Personal Data of the user where statutory provision request otherwise, such as data preserved in relation to accounting.

The Provider shall handle the request of the user or other data subject within 30 days of receipt. The Provider shall inform the affected person and Office for Personal Data Protection of any restriction of the rights of affected person.

Processed personal data may include: name, e-mail address, permanent address or other address, payment details, telephone number, password, user name.

Data regarding online behaviour (cookies) may be also shared with subjects such as Google Analytics, Google Tag Manager, FB Pixel, Hotjar, LinkedIn, Pinterest.

Automated decision-making is done via cookies that are send to the user to personalize the experience on the website. The website uses permanent and temporary cookies that can remember preferences of the user during one or multiple sessions. Data regarding online behaviour (cookies) may be also shared with subjects such as Google Analytics, Google Tag Manager, FB Pixel, Hotjar, LinkedIn, Insight, Pinterest.

The user can change the cookies setting in his browser or via special cookies stetting placed on the website.

Further information about cookies can be found on the address https://www.aboutcookies.org/ Provider do not transfer data to third countries.

The Provider shall inform the user or other data subject of additional information regarding the handling of Personal Data in the event of a transfer of an undertaking or part thereof or sale of the Provider or the domain to another person.

The user or other data subject has the right to lodge a complaint with a supervisory authority: Office for Personal Data Protection of the Slovak Republic at the statny.dozor@pdp.gov.sk.

In no event shall Provider be liable for any direct or indirect, consequential, punitive,

special or incidental damages (including, without limitation, damages for loss of business, contract, revenue, data, information or business interruption) resulting from, a raising out of or in connection with the use of, or inability to use this website or its content.

Provider reserves the right, at its sole discretion, to change, modify, add or remove any portion of these Terms and Conditions in whole or in part, at any time. Changes shall be effective when posted on the website.