

WEBSITE TERMS AND CONDITIONS OF USE

This website is operated by **Jan Becher – Karlovarská Becherovka, a.s.**, Company ID No.: 497 90 765, registered address: T. G. Masaryka 282/57, 360 01 Karlovy Vary, registered in the commercial register maintained by Pilsen Regional Court under file ref. B 401 (hereinafter referred to as “**Karlovarská Becherovka**” or “**we**”).

These terms and conditions of use (hereinafter referred to as the “**Terms and Conditions**”) set out the rules and terms of use of the www.becherovka.com website (hereinafter referred to as the “**Website**”).

For all matters relating to the operation of the Website, please contact us at: info.czech@maspex.com.

Karlovarská Becherovka is a service operator within the meaning of Act No. 480/2004 Coll., on Certain Information Society Services and on the Amendment of Certain Acts (the Act on Certain Information Society Services), as amended.

Please read these Terms and Conditions carefully. If you do not agree with any of the provisions of the Terms and Conditions, please leave the Website and do not use it.

1. General provisions

The use of the Website is only available to people of legal age (over 18 years of age). To verify your age, you may be asked to confirm your date of birth before you start using the Website.

The Website is intended to provide the following services by electronic means: to enable users of legal age to obtain information about us and our services (for example, training) and the brands and products that Karlovarská Becherovka distributes in the Czech Republic. All content on the Website is for information purposes only.

Karlovarská Becherovka hereby informs you that certain services available on the Website may be provided by third parties.

None of the information contained on the Website constitutes an offer to sell the presented products within the meaning of Section 1731 et seq. of Act No. 89/2012 Coll., the Civil Code, as amended, and does not provide the basis for the exercise of any claims for the performance of a purchase contract.

The Terms and Conditions are available on the Website free of charge for the entire time that it is operated.

Czech law is used for all matters that are not regulated in the Terms and Conditions. The Website is intended for users living in the Czech Republic.

2. Intellectual property rights

The Website (as a collective work), the domain name, the trademarks and such parts thereof containing elements such as architecture, presentation, graphic design and all parts of the Website as well as all materials (texts, graphs, tables, graphics, logos, labels, drawings, designs, images, sale items, etc.), posted on the Website, are protected by intellectual property rights, including copyright pursuant to Act No. 121/2000 Coll., the Copyright Act, as amended, international copyright conventions and other copyright laws (hereinafter referred to as the “**Copyrighted Content**”). Karlovarská Becherovka is the owner or authorised user of the Copyrighted Content.

By using the Website, you agree, in particular, **not to**:

- a) in any way reproduce, copy, edit, create derivative works from, combine, present, distribute, disseminate, publicly present, transmit, broadcast, publish, sell, attribute, sublicense, communicate, make available to third parties, or market the Copyrighted Content in full or in part;
- b) edit or change the Copyrighted Content in full or in part, including in order to obtain unauthorised access to the Website;
- c) use the Website by means other than through the interface connected to the user space transferred

for this purpose via the Website.

Please inform us immediately if you believe that the Website makes available any material that is in breach of intellectual property rights.

3. Risks associated with the provision of services by electronic means

Please note that using services provided by electronic means carries certain risks that cannot be eliminated entirely. These include, for example, receiving spam, exposure to harmful and unwanted spyware, malware (for example, wabbit, Trojan, backdoor, exploit, rootkit, keylogger, dialer, hoaxes), viruses, exposure to cracking, phishing (obtaining confidential information) and sniffing, risks connected to piracy, exposure to illegal software and exposure to cryptoanalysis.

Karlovarská Becherovka takes steps to mitigate against the aforementioned risks by implementing measures regarding servers and the Website. Please note, however, that these risks cannot be eliminated completely due to the open communication on the internet. This is why Karlovarská Becherovka cannot guarantee that the Website or the server through which the Website is accessed are entirely without the aforementioned risks. We will inform you of any breach of our security measures by third parties to the extent required by law.

Karlovarská Becherovka cannot guarantee that all the Website functions will operate smoothly or error-free or that information sent to users of the Website will reach them in error-free and complete form. Nor can we guarantee that you will receive exactly the information that you expect from the Website.

4. Personal data protection policy and use of cookies

Any personal data that you make available to us when using the Website, including data provided during any registration, will be subject to the Personal Data Protection Policy that is posted on the Website.

Please note the use of cookies by Karlovarská Becherovka (information placed on your computer's hard drive to facilitate your communication and interaction with the Website) to personalise your use of the Website. The terms and conditions for the use of cookies can be found in the Information on the Processing of Personal Data – Cookies which is posted on the Website.

5. Links

This Website may contain links to other independent websites or internet sources. We do not have any control over or bear any responsibility for the accessibility of such websites or sources and these Terms and Conditions do not apply to them. For this reason, we recommend that you read the personal data protection policies and terms and conditions of use of websites operated by third parties that you visit.

We do not endorse and are not responsible for the content, advertising, products, or other material available on the aforementioned websites and sources. If a website operated by a third party offers products or services, any potential transactions are made only between you and that third party and Karlovarská Becherovka does not bear responsibility for such transactions.

You should address any comments on the aforementioned websites to the appropriate web administrator.

6. Instructions for users

As a user of the Website, you declare and agree **not to**:

- a) provide untruthful or misleading information about relationships with any person or entity;
- b) download, post, publish, make public, reproduce, distribute, or otherwise use information or other material obtained from the Website for commercial purposes (other than is expressly permitted by the provider of such information or other material);
- c) participate in sending spam or unsolicited messages to a large number of people;
- d) attempt to obtain unauthorised access to other IT systems using the Website.

Unless these Terms and Conditions expressly state otherwise, in order to protect Karlovarská Becherovka's

copyright, you are prohibited from downloading, posting, publishing, transmitting, reproducing, or otherwise distributing any part of the Website itself or documents connected to it.

7. Liability for damage caused in connection with use of the Website

Our liability for damages for non-compliance with the obligations set forth in the Terms and Conditions and the extent of this liability are set forth in the applicable laws.

Despite our best efforts and the efforts of other authors of the Website content to ensure that the posted content is reliable, it may contain technical inaccuracies and typographical errors. We cannot guarantee that the content of the Website is always complete, reliable and up-to-date. Similarly, we cannot guarantee that use of the Website will be interrupted or without technical faults.

The Website allows access only for the purpose of obtaining information. Neither we nor other authors of the Website content can bear responsibility for the consequences of decisions made by you or third parties who rely on content posted on the Website or obtained as a result of a visit to or using the Website.

Any complaints about the Website may be sent in writing or electronically to the above address. In order to facilitate the complaint review process, please ensure that the complaint describes the problem that you have encountered, your request and other information that you consider important to assess the complaint. We will inform you of the results within 30 (thirty) days of receiving your complaint.

8. Technical requirements necessary for use of the Website

If you wish to use the Website, you must use a device with functional internet access and a correctly configured web browser installed on a device with functional internet access to view HTML documents.

9. Changes

We reserve the right to change these Terms and Conditions for justified reasons, i.e. to adapt them to the terms set out in law or if such a change is necessary due to a decision by a court or other competent public authority. We also reserve the right to implement new technical measures to ensure privacy or if it is necessary for technical reasons related to the services you are provided with or if such a need arises from a change to the scope of the services offered through the Website.

We will notify you of any changes to the Terms and Conditions via the Website.

Any changes to the Terms and Conditions will be valid as of the date given in the current version of the Terms and Conditions and, unless stated otherwise, will be effective once they are posted on the Website.

Jan Becher – Karlovarská Becherovka, a.s.

Last update: 1.5.2024

The previous version of the Terms and Conditions effective until 30.4.2024 can be found in the Archive on the Website.