

Terms and Conditions of the service Between Us

(sending packages via the Packeta mobile app)

valid from 4.4.2022

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1. General Provisions

- 1.1. Commercial entity Packeta Slovakia s. r. o., seat: Kopčianska 3338/82A, 851 01 Bratislava, Slovak Republic, ID 48 136 999, registered in the Commercial Register of District Court Bratislava I, section Sro, insert no.: 105158/B (hereinafter referred to as “Packeta”) provides its services regarding a Package or Packages based on a Consignment agreement, pursuant to § 26 of Act no. 324/2011 Coll. law on postal services, as amended (hereinafter referred to as “Agreement”) and these terms and conditions, which constitute an indelible part thereof.
- 1.2. These terms and conditions (hereinafter referred to as “ToS”) regulate the commercial and legal relations between Packeta and the consignor (hereinafter referred to as “Consignor”) for the purpose of shipping a package (hereinafter referred to as “Package”). The Agreement regarding a specific Package or Packages, of which these ToS are an indelible part of, is entered into at the moment of the specific Package or Packages being sent via the mobile app Packeta, whereas by sending a specific Package or Packages, the Consignor agrees to these ToS. These ToS also regulate the legal relations between Packeta and third parties, which concern themselves with the legal dealings of Packeta (e.g. Consignees of Package).
- 1.3. Packeta agrees to, pursuant to the Agreement and according to the ToS, provide the Consignor with transport of goods from the place where the Consignor submitted the package (hereinafter referred to as “Place of Dispatch”) to another agreed-upon place specified in the address (hereinafter referred to as “Place of Delivery”). The Consignor may select the country of the Place of Dispatch and Place of Deliver outside of Slovak Republic, based on the offer listed in the mobile app Packeta. The Place of Delivery and Place of Dispatch may be:
 - a) Z-POINT or Z-BOX address
 - b) Address of Consignee (hereinafter referred to as “Consignee”).The Consignor agrees to, in accordance with the Agreement, remunerate Packeta for these services.
- 1.4. The Consignor understands, that the provision of services by Packeta is, under these ToS, conditioned upon the use of the mobile app Packeta (hereinafter referred to as Packeta App).

Packeta App logs primarily the contractual relation with individual Consignors, electronic data about Consignors and Packages relevant to the delivery, and location and status of Packages. The Consignor and Consignee may enter the Packeta App. Further terms regarding the usage of the Packeta App are laid out in point 3 of these ToS.

- 1.5. The Consignor agrees to, as part of the registration process in the Packeta App, enter their email address, phone number, name and surname, bank account number (if utilizing the complementary service C.O.D., for the purpose of transferring the C.O.D. amount). By completing the additional installation steps in the Packeta App, the Consignor agrees to these ToS and declares that he has made themselves familiar with their content, consents to them and agrees to be bound by them. The Consignor agrees to input electronic data regarding the Package into the Packeta App for the purpose of Package shipping.
- 1.6. The Consignor may only use the services offered by the Packeta App at the submission of the Package. The ToS also regulates services, which may not always be available.
- 1.7. Packages received and distributed via Packeta are always marked with the Packeta logo.

2. Definitions

- 2.1. **“Consignor”** is a natural or commercial entity not acting within its business subject area, which on its own, or through another party, submitted the Package to Packeta for postal transport, the name of which is usually clearly defined on the Package and is the owner of the Package until the moment of the Package being handed over to the Consignee, unless specified otherwise in the Agreement.
- 2.2. **“Consignee”** is a natural or commercial entity labelled as such by the Consignor, for whom the Package is designated. The name and surname or business name of the Consignee are usually listed on the Package
- 2.3. **“Submitter”** is a party which hands over the Package to Packeta on behalf of the Consignor for the purpose of its delivery to the Consignee.
- 2.4. **“Z-POINT”** is a place, where Packeta facilitates the handover of the Package to the Consignee and collection of the Package from the Consignor via contractual partners, available during opening hours of the contractual partner (information regarding opening hours available at www.packeta.sk).
- 2.5. **“Z-BOX”** is a self-service automated handover and submission place of Packeta, usually available 24/7.
- 2.6. **“Delivery Period”** is counted as the number of days from submitting the Package at the Place of Dispatch to the delivery of the Package at the Place of Delivery, or to delivering a notice of package arrival, or its storage (as per the respective terms of the carrier). Transport Period is displayed as, for example, “D+1”, where “D” is the day of submitting the Package and the number represents the amount of business days. If the Package is submitted at a Place of Dispatch, submission is counted from the exact time of retrieval of the package by a Packeta courier at the Place of Dispatch, who then ensures its handover for further

processing and shipping. The information regarding the specific time of Package retrieval by a Packeta courier will be provided by the proprietor of the specific Place of Dispatch.

- 2.7. **“C.O.D.”** is a complementary service, where Packeta will, as per Consignor’s instructions, collect the C.O.D. amount prior to handing over the Package to the Consignee.
- 2.8. **“C.O.D. Amount”** is a monetary sum collected from the Consignee prior to handing over the Package with the C.O.D. added-value service. The C.O.D. Amount is to be paid in cash or via payment card or online via payment gateway.
- 2.9. **“Insurance”** is a complementary service, where Packeta is insured against the loss, theft or damage, to the amount specified during submission. The specified amount can be no higher than the real value of the Package content. Maximum Insurance amount is specified in the Between Us Price List.
- 2.10. **“18+“** is a complementary service, which the Consignor can utilize if the contents of the Package may only be delivered to a person (Consignee or representative thereof), who has attained the age of majority and is considered a legal adult. During the pickup of Packages utilizing the 18+ service, the identity of the Consignee or designated person shall be verified via a valid ID card. The 18+ service may only be utilized with Packages delivered to a Z-POINT. By selecting the 18+ service, the Consignor (as a controller of Consignee’s personal data) empowers Packeta (as a processor of Consignor’s personal data) to have the staff of the Z-POINT record the name, surname and the last 4 digits of the presented ID card of the Consignee or person designated by the Consignee to pick up the Package. The Places of Delivery for Packages utilizing the 18+ service are exclusively Z-POINTS in Czech Republic, Slovak Republic, and Hungary. The Consignor shall utilize the 18+ service, if the contents of the Package consist of goods or products which, according to the valid legislative in the country of the Place of Delivery, are only to be sold to legal adults (including, but not limited to, alcohol and tobacco products).
- 2.11. **“Services Rendered by Packeta”** include all acts and services pertaining to delivering the Package, mainly facilitating the Package collection and its delivery to the Place of Delivery, informing the Consignee of storing the Package, handing over the Package to the Consignee, and collection of the C.O.D. Amount in accordance with the order and instructions of the Consignor.
- 2.12. **“Return”** is a Package returned back to the Consignor due to an unsuccessful delivery to the Consignee’s address, or due to the Consignee failing to pick it up at a Z-POINT/Z-BOX or the Consignee has refused it.
- 2.13. **“General Terms and Conditions of Packeta”** are the general terms and conditions, which have been published by Packeta and which regulate the commercial or legal relations between Packeta and the Consignor, who is a commercial entity or a natural person – an entrepreneur acting within their business subject.

3. Terms and Conditions of Using the Packeta App

3.1. The Packeta App is, under the intellectual property act, constitutes intellectual property and any economic rights thereto belong to Zásilkovna s.r.o., seat Českomoravská 2408/1a, Libeň, 190 00 Prague 9, ID 28408306, registered in the Commercial Register of District Court Prague, entity no.: C 139387 (hereinafter referred to as “Zásilkovna”).

Packeta is, under a separate agreement entered into with Zásilkovna, authorized to operate the Packeta App in Slovakia, wherein these terms and conditions thus regulate the legal relations between Packeta and the user of the Packeta App.

3.2. The Packeta App is designed for devices with operational systems Android 5 and higher, or iOS 11 and higher, and is available from the AppStore or Google Play or through other means selected by Zásilkovna.

3.3. The Packeta App is a software tool – mobile application, which allows:

- a) Sending a Package without having to print a shipping label based on a generated code,
- b) Quick and simple information for the Consignor and Consignee about the Package,
- c) Looking up information regarding Z-POINTS and Z-BOXes based on location of the Consignee or Consignor and additional options,
- d) Payment of the C.O.D. amount for the respective Package directly via a payment gate in the Packeta App,
- e) Opening Z-BOXes in order to retrieve the Package,
- f) Prolongation of the Package pickup period,
- g) Generation of a password for Package retrieval,
- h) Logging of Package archive,
- i) Passing information via notifications.

Under these ToS, the aforementioned functions are also known under the common term “Functionality”, the user of which may be both the Consignor and the Consignee (hereinafter referred to as “User”).

3.4. The Consignor, following their consent to the ToS, gains a licence to use the Packeta App (hereinafter referred to as “Licence”), regulated by the terms and conditions laid out in point 3.5 of these ToS.

3.5. The User of the Packeta App agrees to be bound by the following:

- a) Zásilkovna grants the User a non-exclusive licence to use the Packeta App in the scope and under the terms laid out in the client centre of the Packeta App,
- b) Zásilkovna has the right to refuse access to the user account of the User after the licence period expires,
- c) The User does not have the right to create more than one account,
- d) The User does not have the right to grant access to the Packeta App, via a sub-licence, to a third party,

- e) Zásilkovna may alter the Packeta App at any time in full (or its part) and may revoke the User's Licence in case of violations of the terms and conditions or the valid legislative,
- f) The use of Packeta App may be concluded by the User at any time via a simple uninstall from the device, onto which the application was downloaded. The User may not claim any reimbursement from Zásilkovna in connection with the usage or uninstalling of the Packeta App,
- g) The User has the right to use the Packeta App under these ToS, in its current version available in the AppStore or via Google Play. The user agrees not to interfere with, nor hinder, updates,
- h) The User agrees to use the Packeta App in such a way, as to not cause any damage to anyone,

3.6. Zásilkovna has the right to amend or alter the terms of using the Packeta App at any time, especially due to changes in the valid legislative, technical changes impacting the functions of the Packeta App or the data processing of Users, also in order to expand or alter the Packeta App or to implement new services.

3.7. Zásilkovna has the right to display advertisement text and banners within the Packeta App to the Users. It does not process any personal data of Users in connection with advertisement text and banners, nor does it track any User activity in connection thereto, including profiling. The display of advertisement text and banners is not based on, nor influenced by, preferences or the individual User activity within the Packeta App.

4. Package Parameters

4.1. The Package must comply with the following conditions:

Package Parameters	To a Pickup Place (Z-POINT)		To a Z-BOX
	To an address		
	Standard	Oversized	
Max. Package weight	5 kg	10 kg	5 kg
Min. Package dimensions	10 x 7 x 1 cm	10 x 7 x 1 cm	10 x 7 x 1 cm
Max. length of the longest side	50 cm	120 cm	Based on the locker size: S (45 x 8 x 61 cm) M (45 x 17 x 61 cm) L (45 x 36 x 61 cm)
Max. sum of all 3 sides	120 cm	150 cm	
Max. C.O.D. amount	200 EUR 5 000 Kč/70 000 HUF	200 EUR 5 000 Kč/70 000 HUF	200 EUR 5 000 Kč/70 000 HUF
Max. insurance amount (value of goods)	200 EUR 5 000 Kč/70 000 HUF	200 EUR 5 000 Kč/70 000 HUF	200 EUR 5 000 Kč/70 000 HUF

The Consignor is responsible for adhering to all aforementioned parameters. In case the Package goes over the stated parameters, it shall be returned to the Place of Dispatch and the Consignor shall be notified thereof within the Packeta App. The remuneration for transport and services connected thereto shall not be returned to the Consignor.

- 4.2. The following Packages are excluded from delivery and the Consignor may not submit them to delivery:
- a) Packages containing goods with a value higher than laid out in 4.1 of these ToS. If the value of goods contained within the Package is higher than the value listed in 4.1 of these ToS, the Consignor is aware that Packeta is liable for damages only up to the value laid out in 4.1 of these ToS. The maximum amount of damages is also applicable to an equivalent value of a Package listed in foreign currencies,
 - b) Packages containing items liable to cause damage to life and property (mainly explosives, weapons, narcotic and psychotropic substances, flammables with a low ignition point etc.),
 - c) Packages containing content regulated by Act No. 67/2010 fol. law on introducing chemicals, chemical substances and chemical compounds onto the market, as amended by other laws (law on chemicals), furthermore precursors, nuclear materials, high-risk chemical and high-risk biological agents and toxins or other similarly dangerous items or substances, poisons and venoms, acids, radioactive substances, gases and liquids in pressurised containers,
 - d) Packages containing substances, paints, adhesives and other liquids easily damaged during transport, or which can damage or devalue other Packages, potentially even premises and property of Packeta,
 - e) Packages containing live animals or human or animal remains, biological waste, body parts or organs, medical material (blood samples and derivatives), medical waste,
 - f) Packages containing items or substances vulnerable to changes in temperature, or quickly perishable goods such as groceries, live plants or items and substances bearing such properties,
 - g) Packages containing perishable, easily damaged or fragile goods, or goods containing liquids, furthermore goods needing to be specially protected or handled,
 - h) Packages containing items and substances requiring special conditions during storage or transport due to their nature pursuant to the relevant regulations or specific circumstances,
 - i) Packages, the nature, contents, appearance, properties, means of delivery or possession of which is in violation of the laws of the Slovak Republic, thus being illegal or prohibited, mainly in regard to the safety of persons, public order and rights of third parties,

- j) Packages exceeding the maximum parameters specified in these ToS; in case of Packeta agreeing to transport such in writing prior, the Consignor agrees to pay the applicable fees listed in the Between Us Price List applicable to Packages not in accordance with the ToS,
 - k) Packages bearing shape other than that of a homogenous cube or block, potentially an envelope. Excluded are also multiple Packages or boxes tied or connected together and presented as a single Package,
 - l) Packages containing originals of personal documents (e.g. birth certificate, ID), originals of vehicle documents (e.g. technical ID), originals of documents containing confidential or sensitive information (e.g. medical documentation, accounting papers), valuables (cash, scratch tickets, lottery tickets, stocks, duty or fee stamps, valuable metals),
 - m) Packages containing collectibles or art, the price or acquisition of which cannot be proven reliably,
 - n) Packages submitted without a label and non-system Packages (i.e. Packages submitted without having entered their data into the Information System prior),
 - o) Packages, the content or form of which may endanger health or life, damage the environment or destroy or damage other Packages or means of transport,
 - p) Packages, the visible content or form of which may be offensive or derogatory,
 - q) Packages containing valid and invalid banknotes and coins, duty and postal stamps and other valuables, jewellery, gemstones, precious metals, valuable papers with a labelled nominal value in other than insured Packages,
 - r) Packages containing endangered species specimens and specimens of freely living animals and freely growing plants,
 - s) Packages containing items or goods, the circulation of which is limited or prohibited,
 - t) Packages excluded under the valid legislation and regulations.
- 4.3. Packeta is not obliged to accept a Package, which does not comply with the parameters under 4.1. of these ToS, or a Package excluded from delivery pursuant to these ToS, under 4.2 of these ToS. The Consignor is responsible for the contents of the Package. The Package may be opened and its contents inspected by Packeta only under the circumstances specified in 7.4. of these ToS.
- 4.4. Packeta is authorized to demand the payment of a contractual fine from the Consignor for every Package he submits for transport, and which is not compliant with these ToS, or is excluded from transport as per these ToS. The amount owed in this way is specified in the Between Us Price List.
- 4.5. Packeta may terminate the contract with the Consignor in case the Consignor submits Packages, which:

- a) Do not comply with the parameters specified in these ToS, and/or
 - b) Are excluded from transport under these ToS.
- 4.6. If the Consignor submits a Package not compliant with, or excluded under, these ToS to Packeta, Packeta has the right to withdraw from the Agreement. In such an instance, the remuneration for the transport and relevant services shall not be returned to the Consignor. If the Consignor submits a Package not compliant with, or excluded under, these ToS to Packeta, Packeta shall bear no responsibility for any damage caused in connection with the Package. The Consignor is obliged to cover any and all expenses incurred in connection with the Package to Packeta (mainly storage expenses until it is picked up by the Consignor).
- 4.7. The content and form of the Package are the exclusive responsibility of the Consignor. The Consignor shall pack the Package into a firm and appropriate packaging and pad the inside of the Package in such a way as to prevent damage to its content during transport, storage and handling. Packaging material (boxes, envelopes etc.) shall be sealed by the Consignor to prevent opening (e.g. via duct tape). Further information regarding appropriate packaging of the Packages is available in “The Ten Commandments of Safe Package Transport”, available at www.packeta.sk.

5. Package Submission

- 5.1. The Consignor will input the Package data into the Packeta App and pay the remuneration to Packeta under point 10 of these ToS. The Application shall automatically generate a 6-digit code, which consists of numbers and characters (hereinafter referred to as “Code”) and will serve to create the transport label of the Package at the Z-POINT (i.e. at the Place of Dispatch).
- 5.2. The Consignor is obliged to enter correct, comprehensive and clear data in the Packeta App, identifying mainly:
- a) The Consignor of the Package,
 - b) The Consignee of the Package, including a phone number and email address,
 - c) Insurance amount, i.e. the value of the Package (if the insurance amount is not set, the amount listed in the basic price of the Package according to the valid Price List of the Between Us service is used),
 - d) C.O.D. Amount and bank account number of the Consignor, onto which the collected C.O.D. Amount is to be transferred in case the Package utilizes the C.O.D. service;
 - e) If the Consignor selects the 18+ service, the Consignor shall mark this service in the Packeta App.
- 5.3. The Consignor shall submit the Package packed in accordance with the terms defined in point 4.7 at any Z-POINT labelled as “Place of Submission” (information regarding currently

available Places of Submission is available in the Packeta App) and shall provide the Code upon submission. The Z-POINT staff shall take the Package and shall label it with a transport label printed via the input Code. The handover of the Package to Packeta is confirmed via notification in the Packeta App and via handover confirmation delivered to the Consignor via email. If the handover of the Package to Packeta is not confirmed via notification in the Packeta App in accordance with the previous sentence of these ToS, it is not possible to thereafter file a claim regarding the submission of the Package at the Z-POINT. Packeta is liable for damage to the Package only after accepting the Package at the Z-POINT under this point (i.e. the staff of the Z-POINT accepting the Package at the Z-POINT and receiving the confirmation of the staff accepting the Package through the Packeta App).

- 5.4. The Consignor is responsible for the correctness of the Package transport label, which the Z-POINT staff performed under 5.3. of these ToS; i.e.:
- a) The Consignor is present at the Z-POINT when the Code is input into the Packeta Information System and when the Package is labelled with the transport label,
 - b) After the Package is labelled with the transport label by the Z-POINT staff, the Consignor shall verify the correctness of the transport label.

If the Consignor is submitting multiple Packages at the same time, the Consignor is obliged to place the transport labels onto the Packages himself; the Z-POINT staff shall only print the transport labels. The Consignor shall verify, whether the Consignor labelled each Package with the correct transport label.

- 5.5. The Consignor may cancel the transport of the Package prior to its handover at a Z-POINT via a request performed through the Customer Service of Packeta. The order of Package transport is also automatically cancelled if the Package is not handed over at a Z-POINT within five (5) calendar days from the day when the Consignor input the Package data into the Packeta App. In such a case, the remuneration owed to Packeta paid in accordance with point 10 of these ToS shall be returned to the Consignor onto the bank account, from which the payment had been made.

6. Package Delivery

- 6.1. The Place of Delivery and reception of a Package by the Consignee can be:
- a) Z-POINT or Z-BOX address,
 - b) Consignee address.
- 6.2. For the purposes of Package pickup at a Z-POINT, the following applies:
- a) The Consignee of the Package shall be notified via email or text message (potentially also via the Packeta App) of the Package being available at a Z-POINT. A password identifying the Consignee for the purposes of picking up the package at a Z-POINT is also part of this notification. The Consignee shall be assigned and sent a password by

Packeta solely for the purpose of picking up the Package and the Consignee is obliged to protect such password against abuse,

- b) The Consignee may pick the Package up within the opening hours of a Z-POINT, usually within 7 calendar days from having been notified of its availability, otherwise, the Package shall be returned to the Consignor. The Consignee may extend this period up to 21 calendar days directly within the Packeta App or via the webpage www.packeta.sk in the "Package Tracking" tab. Packeta may, unilaterally, shorten the Package pickup period at a Z-POINT between the 1st of October and 31st of January, to no shorter than 5 calendar days without a possible extension. Packeta shall publish the information regarding such a shortening of the Package pickup period on its webpage, www.packeta.sk in the "Blog" section.
 - c) The Package may be picked up at a Z-POINT by the Consignee or his representative after fulfilling the following conditions:
 - the representative identifies himself by knowing the password or by presenting an ID card (if, for any reason, he does not have the password). Presenting a valid ID card is mandatory if the Consignor utilized the 18+ service (if the representative of the Consignee has provided the password),
 - if the Package is a C.O.D. Package, the representative or Consignee shall also pay the full amount in one of the ways stipulated in these ToS (e.g. cash, online via payment gate, card).
 - d) Upon request, Packeta shall provide the Consignee with a proof of Package pickup,
 - e) Packeta may, at its own discretion, redirect the Package to an address of a different Z-POINT if the Consignor-selected Z-POINT is closed at the time of Package delivery (e.g. due to technical reasons, holidays). An alternative Z-POINT shall be selected by Packeta, as near as possible to the original Z-POINT, in the general area, while taking into account the occupancy of the surrounding Z-POINTS. The address of the new Z-POINT shall be sent to the Consignee via notification under letter a) of this point of these ToS.
- 6.3. For the purposes of picking up a Package delivered to a Z-BOX address, the following applies:
- a) The Consignee is informed via email or text about the Package being placed in the Z-BOX,
 - b) The Package may be picked up from the Z-BOX via:
 - Packeta App, which will pair with the Z-BOX automatically via Bluetooth, whereas further instructions on opening the specific box are available directly in the Packeta App,

- Password sent via text (only selected Z-BOXes with a display, where one may enter the text password to open the box with the Package). The password shall be assigned to the Consignee and sent by Packeta only for the purposes of picking up the Package and the Consignee shall protect it against abuse,
 - c) The Consignee shall pick up the Package within 2 days from the day of it being placed into the Z-BOX, otherwise the Package shall be returned to the Consignor. The Consignee usually has the option to extend this period directly in the Packeta App or via www.packeta.sk in the “Package Tracking” tab by 1 day.
 - d) The C.O.D. Amount may be paid only via payment gate directly in the Packeta App prior to opening the box with the Package (card payment or cash payment directly at the Z-BOX is not possible),
 - e) The Consignee or a representative of the Consignee may pick up the Package at the Z-BOX after meeting the conditions laid out in b)-d) of these ToS,
 - f) Packeta reserves the right to redirect the Package unilaterally to an address of a different Z-BOX or Z-POINT, in case the Z-BOX selected by the Consignor is unavailable at that time (e.g. due to technical reasons) or if the Z-BOX has no more room left for the Package. The alternative Z-BOX or Z-POINT shall be selected by Packeta and will be as close as possible to the original Z-BOX in the given area, taking into account the availability of surrounding Z-BOXes and Z-POINTS. The address of the alternative Z-BOX or Z-POINT shall be sent to the Consignee via a notification in accordance with letter a) of these ToS.
- 6.4. For the purposes of picking up the Package delivered onto the address via a Packeta courier or contracted carrier, the terms of the specific carrier chosen for the delivery of the specific Package apply. Mainly, the following applies:
- a) Package delivery is announced via phone or text or email notification,
 - b) The Package is picked up through a Packeta courier or other contracted carrier,
 - c) If the Consignee is unavailable at the address, the Package is returned to the Consignor after the first or repeated unsuccessful delivery attempt. Alternatively, it shall be stored at a pickup place of the carrier, with respect to the specific carrier terms,
 - d) The Package may be picked up at the Packeta courier or contracted carrier by the Consignee or their representative after successfully fulfilling the terms of the carrier,
 - e) Packages utilizing the C.O.D. service shall be handed over to the Consignee only after paying the C.O.D. amount, to be paid in cash in cash or via payment card, specified by the respective carrier,
 - f) Confirmation of picking up the Package by the Consignee may also be performed electronically.

6.5. The Packages are delivered within the Delivery Period specified in the Between Us Price List. The Delivery Period is not guaranteed, i.e. Packeta does not guarantee the day or the time of Package delivery. Any information regarding the Package Delivery Period (i.e. pertaining to the day and time of delivery) are considered only estimates, serving solely information purposes and are not binding for Packeta. Information regarding the movement and result of delivery of the Package is available within the Packeta App or at www.packeta.sk in the "Package Tracking" tab.

7. Package Return

- 7.1. If, under these ToS, it is impossible to deliver the Package to the Consignee's address or the Package is not picked up by the Consignee at a Z-POINT or Z-BOX within the allotted or extended period, or is refused by the Consignee, it is returned to the Consignor as a Return, always at a Z-POINT where it was submitted. The Consignor shall pick up the Return within 7 days from having been notified of its delivery to a Z-POINT or within the by him extended 21-day period in accordance with these ToS. If the Z-POINT is temporarily closed (e.g. due to holiday), the Return shall not be redirected to a different Z-POINT. It is instead necessary to utilize the extension of the Package pickup period and to pick up the Return once the Z-POINT opens.
- 7.2. If the Return cannot be successfully returned to the Consignor under these ToS, Packeta shall ensure its storage at the Consignor's expense, but for no longer than 21 calendar days. The storage is charged as per the valid Between Us Price List. Packeta may, at its sole discretion, make another attempt to return the Return to the Consignor during the storage period (potentially also multiple attempts). The time period for the storage of the Return is in no way paused or interrupted thereby.
- 7.3. If the Consignor does not pick up the Package in the storage period under 7.2., Packeta will deposit it for a deposit period. The deposit period is 6 months and starts on the day following the day, on which the storage period expired under 7.2. of these ToS. If the Consignor or Consignee requests the stored package to be handed over via email during the storage period at a Client Service address, Packeta will hand over the Package at any time, provided the reason for its depositing had passed. In the request, the Consignor or Consignee shall provide a detailed description of the Package, primarily:
- a) Consignor identification,
 - b) Consignee identification,
 - c) Date of submission and Place of Submission,
 - d) Package number - if known.
- Packeta shall send the deposited Package to the Consignor or Consignee to a Z-POINT address specified by the Consignor or Consignee.

- 7.4. Packeta is authorized to open the Package, if:
- a) It is not possible to hand it over to the Consignee and, at the same time, it is not possible to return it to the Consignor or if it is not to be returned to the Consignor according to the Agreement,
 - b) There is a reasonable suspicion, that it contains an item considered dangerous under these ToS, the transport or submission of which is not allowed, or an item excluded from transport under these ToS,
 - c) It has been damaged,
 - d) There is a reasonable concern, that damage has been or could be caused during delivery to the Consignee,
 - e) It is necessary to uphold an obligation bestowed upon Packeta by a special legal regulation.

Packeta is obliged to notify the Consignee at the moment of delivery, or the Consignor, of having opened the Package.

The Contents of the Package may be inspected only to the extent necessary for the purpose of the inspection. If opened, protection of facts protected under a special law must be ensured, as well as postal and letter confidentiality. Packeta does not have the right to open a Package, which is obviously, as per an international contract also reflected in the laws of the Slovak Republic, untouchable.

- 7.5. After the deposit period expires, Packeta shall ensure the disposal of the Return. Packeta is authorized to ensure the disposal of the Package or its part even prior to the expiration of periods laid out in these ToS, if it is deemed necessary to prevent damage to health and life.

8. C.O.D.

- 8.1. Packages intended to be sent with the C.O.D. service selected by the Consignor, the Consignor shall list the C.O.D. Amount and bank account number, onto which the C.O.D. Amount shall be sent, in the Packeta App. Packeta shall collect the selected C.O.D. Amount from the Consignee and transfer it to the bank account selected by the Consignor.
- 8.2. The Consignee may pay the C.O.D. Amount:
- a) In cash at Z-POINTS at with contracted carrier couriers; Packeta shall provide, at the Consignee's request, proof of collecting the C.O.D. Amount,
 - b) Via an accepted payment card at selected Z-POINTS or with selected contracted carrier couriers; the surcharge for paying the C.O.D. Amount via payment card shall be paid by the Consignor in accordance with the valid Between Us Price List; further terms and conditions regarding the payment of the C.O.D. Amount via payment card

are regulated by the Conditions for Paying the C.O.D. Amount via Card, available at www.packeta.sk,

- c) Online via payment gate within the Packeta App or via a link received via text message or email – regarding Packages delivered to Z-POINTS and Z-BOXes.
- 8.3. The C.O.D. Amount collected from the Consignee is collected in the currency of the country, where the Place of Delivery is located and is transferred to the bank account of the Consignor in the currency of the country, from which it was sent. Such a transfer of C.O.D. Amount may therefore happen with or without conversion, in accordance with point 9 of these ToS (conversion is the currency exchange rate regarding the collection and transfer of the C.O.D. Amount).
- 8.4. The C.O.D. Amount collected in Slovak Republic and in Czech Republic shall be transferred to the Consignor within ten (10) workdays from the day of its collection from the Consignee, if the C.O.D. Amount is transferred to a bank account of the Consignor within the country it was collected in. If the C.O.D. Amount is transferred to a bank account of the Consignor in a country different than in which it was collected, this period may be extended to fifteen (15) workdays.
- Banking fees for potential international transactions are borne by the Consignor.
- Packeta is not considered delayed, if the C.O.D. Amount is subtracted from the bank account of Packeta to the Consignor's bank account within the agreed period.
- 8.5. All costs and fees incurred (if incurred) in relation to the bank transactions and C.O.D. Amount transfers are to be paid by the Consignor.

9. Currency Conversion

- 9.1. If the Place of Delivery and Place of Dispatch of the Package are within the same country, the **C.O.D. Amount is credited without currency conversion**. The C.O.D. Amount is credited to the Consignor's bank account opened in the currency of the country from which the Package was sent.

Example: a Package submitted and delivered within Slovakia, if the Consignor entered a bank account in EUR opened in a bank in Slovakia.

- 9.2. If the Place of Delivery and Place of Dispatch of the Package are in different countries, the **C.O.D. Amount is credited with currency conversion**. The C.O.D. Amount is credited to the Consignor's bank account opened in the currency of the country from which the Package was sent.

Example: a Package submitted in Slovakia and delivered in Czechia, if the Consignor entered a bank account in EUR opened in a bank in Slovakia.

- 9.3. The C.O.D. Amount after currency conversion is displayed in the Packeta App after being entered.
- 9.4. For calculating the C.O.D. Amount undergoing conversion, the following applies:
- For **EUR to CZK**: valid exchange rate of ČSOB* lowered by 1%, valid on the day when the Package was submitted
 - For **CZK to EUR**: valid exchange rate of ČSOB* lowered by 1%, valid on the day when the Package was submitted
 - For **HUF to EUR**: valid exchange rate of ECB** lowered by 4%, valid on the day when the Package was submitted.

*ČSOB stands for Československá obchodní banka, a.s., ID: 00001350, seat: Praha 5, Radlická 333/150, Postal Code 15057, registered at the Commercial Register of District Court in Prague, Insert No.: BXXXVI 46, <https://www.csob.cz/portal/lide/kurzovni-listek>

**ECB stands for the European Central Bank, <https://www.nbs.sk/sk/statisticke-udaje/kurzovy-listok/denny-kurzovy-listok-ecb>

10. Remuneration of Packeta

- 10.1. The Consignor agrees to pay Packeta for:
- Providing and/or carrying out transport of the Package;
 - All other services and actions related to the transport of the Package listed in these ToS.
- The amount due is regulated by the Between Us Price List valid on the day of entering the Package data into the Packeta App. The Between Us Price List is available directly within the Packeta App and at www.packeta.sk.
- 10.2. A deciding criterion for the amount due for providing or facilitating transport are mainly:
- Package parameters,
 - Type of service (delivery to Z-POINT, Z-BOX or to a Consignee address),
 - Promotional code (discount codes published by Packeta)
 - Chosen country.
- 10.3. Packeta is entitled to remuneration under these ToS from the moment of the Package being submitted at the Place of Dispatch.

- 10.4. The Consignor is obliged to pay Packeta remuneration before handing over the Package at a Z-POINT via payment gate within the Packeta App upon entering the Package data into the Packeta App. The transfer is encrypted and safe.
- The Consignor may decide to save their payment card number within the user settings in the Packeta App for subsequent payments. In order to pay online, the payment card must have been issued within the EU.
- 10.5. Remuneration payment shall be confirmed for the Consignor within the Packeta App and via email.
- 10.6. If a Package transport is cancelled under point 5.5. of these ToS, the remuneration paid to Packeta shall be returned to the Consignor onto the bank account, from which the payment was made.
- 10.7. In the case of a Return, the remuneration is due for transfer and related services and is not returned to the Consignor.
- 10.8. Packeta reserves the right to, at its discretion, change the prices of transport within the Between Us Price List. Packeta shall inform the Consignor of any price change at the latest on the day of the new Between Us Price List entering into force. The Consignor shall be informed via the Packeta App and also at www.packeta.sk.

11. Liability for Damage

- 11.1. Packeta is liable to the Consignor for damage caused as a result of:
- a) Damage caused to the Package (where damage means a change of state, i.e. change in quality, size, structure, durability, composition of an item contained within the Package, which can be resolved by repair, or such change, which might not be resolvable by repair, but the items remain usable for their original purpose nonetheless),
 - b) Decrease in content of the Package,
 - c) Loss of the Package,
 - d) Destruction of the Package (where destruction is such a change of state of an item contained within the Package, which is not resolvable by repair and, as a result of such, the items are no longer usable for their original purpose),
 - e) Not delivering the Package,
 - f) Loss of Package.

Packeta is only liable to the Consignor for the damage under a) to f) under the condition, that the damage occurred during provision or facilitation of transport services of the Package, from the moment of accepting the Package from the Consignor under point 5.3. of these ToS at the Place of Dispatch up to the moment of delivering the Package to the Consignee or returning the Package to the Consignor, under the condition that the damage

was proven and claimed within 6 (six) months from the day following the day of collection of the Package, otherwise such a right is null and void.

- 11.2. Packeta is liable to the Consignor only for the damage up to the amount listed in point 4.1. of these ToS.
- 11.3. Packeta is liable to the Consignor only for real damage to the Package within the timeframe of facilitating transport, which is the period starting with the collection of the Package from the Consignor under point 5.3. of these ToS at the Place of Dispatch and concluding with the delivery of the Package to the Consignee or its return to the Consignor. Real damage is represented in the amount by which the Package value decreased. The value of the Package is determined by the purchase price of the item contained in the Package.
- 11.4. Packeta is not liable for:
 - a) Any other damage to the Package, lost profit of the Consignor, delay fees, contractual fines, penalties, third-party claims or Consignor's obligations towards third parties and subsequent damage,
 - b) Damage to the Package during transport facilitation by Packeta, from the moment it was accepted from the Consignor or Submitter and until the moment it was delivered to the Consignee, if such damage was caused by:
 - The Consignor, Consignee or Submitter,
 - Fault contained within the Package, its own nature or other usual deterioration,
 - Damaged or insufficient Package packaging or way of packaging,
 - The Consignor submitting a Package containing goods excluded from transport under these ToS,
 - Insufficient, incorrect or misleading information from the Consignor regarding the contents and nature of the Package.
 - c) Failure to meet the Delivery Period, any subsequent damage caused by failure to meet the Delivery Period.
- 11.5. If damage was caused to the Package during facilitating transport via third party – contracted carrier, i.e. from the moment of submission of the Package to the contracted carrier until the moment of delivery of the Package by the contracted carrier to the Place of Delivery, damages shall be handled by Packeta in cooperation with the contracted carrier.
- 11.6. The Consignor is liable for damage caused by the Package or its content, if the Consignor submitted the Package for delivery in violation with these ToS. The Consignor is liable also for damage caused to third parties by doing so.
- 11.7. Packeta is not obliged to have the Package insured through an insurance agreement. The Consignor may ask to have the Package insured within the Packeta App.
- 11.8. If the Consignor or Consignee is delayed with the pickup of the Package, the Consignor or Consignee becomes liable for damage at the moment, when such delay begins.

- 11.9. If the Consignor submits the Package to Packeta via third parties, damage liability is transferred to Packeta only upon the Package being submitted at the Place of Dispatch.
- 11.10. Paying damages is regulated by the Return Policy available at www.packeta.sk.

12. Damages

- 12.1. If damage occurs to the Consignor, which, under these ToS, is considered to be the responsibility of Packeta, the Consignor is eligible for damages. Such a claim can be made by the Consignor or Consignee by submitting it in accordance with the Return Policy available at www.packeta.sk
- 12.2. In case of **damage to the Package**, appropriate funds for repairs necessary for restoring the Package contents to their default state, including costs for disassembly and assembly of items, shall be provided by Packeta to the Consignor. The price of redeemable and salvageable remains of replaced parts is deducted from these costs. If the damaged Package is not repaired, but remains usable for its original purpose even with the damage, the Consignor is eligible for damages as the difference between the price of the contents of the Package before and after the damage occurred. The value of the damaged content of the Package is assessed in an expert evaluation, potentially also represents the Net Taking from the sale of the damaged Package, if the Consignor consents to such a sale. If damage is caused to an already used or second-hand (older) item contained within a Package, real value is assessed based on the age of the damaged item, its wear and depreciation on the day of its reception in a Place of Dispatch. Packeta is not liable for damage in excess of the value assessed in such a way.
- 12.3. In case of **loss or destruction of the Package**, Packeta shall provide to the Consignor damages representing the real value of the Package, though no higher than the value specified by these ToS. The real value of the Package is the purchase price of the item contained within the Package. The amount of damage is then verified through presented documentation in accordance with the Return Policy.
- 12.4. In case of **decrease in content or destruction of part of the content of the Package**, Packeta provides the Consignor damages representing the real value of the content part of the Package representing the decrease, or which was destroyed. Real value is the purchase price of the item representing the decrease or which was destroyed. The amount of damage is then verified through presented documentation in accordance with the Return Policy.
- 12.5. In case of **damage to the Package or part of its content, which is not readily apparent at the time of the Consignee picking up the Package**, Packeta shall provide the Consignor damages in accordance with point 11.2. and 11.3. of these ToS. The right to damages also applies, if it is proven that the damage to the Package or part of its content

have occurred during the facilitation or provision of Package transport, i.e. after Packeta accepted the Package from the Consignor at the Place of Dispatch until the moment of the Package being delivered to the Consignee, whereas the claim from the Consignee's side shall be, in accordance with the Return Policy, lodged at the latest on the next workday following the Package pickup by the Consignee. In a case defined in the first sentence of this point of these ToS, the Consignee is eligible for damages in the amount lowered by the damages paid out for the same Package to the Consignor. If, between lodging a damages claim by the Consignee and before the claim being processed under the Return Policy, the Consignor claims damages, the damages shall be paid to the Consignor, while notifying the Consignee of having done so. If the Consignor claims damages after damages under these ToS were paid to the Consignee, Packeta shall notify the Consignor of this and the Consignor is eligible for damages lowered by the amount of damages paid to the Consignee.

- 12.6. For damage, loss or destruction of a Package containing documents, Packeta shall provide the Consignor damages in the amount of the price for the submitted Package.
- 12.7. In case the collected C.O.D. Amount is not credited onto the Consignor's account under these ToS, Packeta shall pay damages to the Consignor in the amount of the C.O.D. Amount listed at the time of Package submission.
- 12.8. If Packeta recognizes the damages under these ToS, the Consignor is also returned the amount paid for submitting the Package.
- 12.9. The Consignor shall allow Packeta to personally and physically inspect the extent of the damage. Due to this, the Consignor is obliged to prevent any further handling of the Package and to ensure that the packaging, in which the Package was delivered, is kept. For the same reasons, the Package must not be disposed of or transported to a different location without the express permission of Packeta.
- 12.10. If the Consignor violates their obligations defined in points 11 and 12 of these ToS, it is understood, that no damage, for which Packeta would be liable, has occurred to the Package.

13. Personal Data Processing

- 13.1. Packeta is the Controller under art. 4, clause 7. Of the Directive of the European Parliament and of the Council (EU) 2016/679 from April 27 2016 on the protection of natural persons with regard to the processing of personal data and rules relating to the free movement of personal data, by means of which policy 95/46/ES is cancelled (general directive on data protection) (hereinafter referred to as "GDPR Directive") and § 5 letter o) of act no. 18/2018 Coll. Law on personal data protection (hereinafter referred to as "Law").

- 13.2. For the purposes of performing the agreement entered into between Packeta and the Consignor, Packeta processes personal data of the Consignor and/or Consignee in case the Consignor and/or Consignee are natural persons.
- 13.3. Packeta shall provide the Consignor with access to the Packeta App, in which the database intended for personal data collection for the purposes of providing Services is located. Access shall be granted to the Consignor only to the extent necessary for Packeta to provide Services.
- 13.4. Personal data under point 13.2 of these ToS are provided by Packeta to Z-POINTS operating as Processors under art. 4 clause 8. Of the GDPR Directive and § 5 letter p) of the Law, i.e. Z-POINTS process personal data on behalf of Packeta.
- 13.5. A separate personal data processing agreement exists between Packeta and each Z-POINT (hereinafter referred to as “Personal Data Processing Agreement”).
- 13.6. A Z-POINT may empower another Processor to process personal data (hereinafter referred to as “Sub-processor”), where the Z-POINT shall notify Packeta of having empowered such a Sub-processor in writing prior to doing so.
- 13.7. Packeta is entitled to object to a Sub-processor within 5 (five) workdays from the day of having received written notification under point 13.6. of these ToS. If Packeta does not voice its objections against a Sub-processor within the assigned period, Z-POINT may empower the Sub-processor to process personal data. If Packeta voices its objections against a Sub-processor being appointed by a Z-POINT, the Z-POINT shall not appoint that Sub-processor.
- 13.8. If a Z-POINT involves a Sub-processor in order to process personal data, the Z-POINT must bind the Sub-processor with the same obligations for protecting personal data in an agreement, as are stipulated in the Personal Data Processing Agreement and in the GDPR Directive and the Law. If the Sub-processor fails to fulfil their obligation of protecting personal data, the Z-POINT which appointed the Sub-processor is liable to Packeta for the Sub-processor fulfilling their duties.
- 13.9. Other personal data may be processed by Packeta in the Packeta App in regards to its use. Further information about personal data processing is available at www.packeta.sk:
 - a) Personal data processing information,
 - b) Cookie policy.

14. Out-of-court Settlement of Consumer Disputes

- 14.1. If a dispute arises between Packeta and the Consignor or Consignee, who is a consumer to the occurrence of the dispute, which is not solved through a mutual agreement of both parties, the Consignee or Consignor, who is a consumer, may submit a proposal for an alternative dispute settlement to a subject for alternative dispute resolution (hereinafter

referred to as “ADS”) under Act no. 391/2015 fol. law. on alternative dispute resolution, as amended. In case of disputes regarding postal services provided by Packeta, the ADS subject is the Regulatory Authority for Electronic Communications and Postal Services.

15. Final Provisions

- 15.1. For the avoidance of doubt, these ToS do not regulate legal relations between Packeta and the Consignor, who is a business subject operating within their business subject matter (hereinafter referred to as “Entrepreneur”). For legal relations between Packeta and an Entrepreneur, the General Terms and Conditions of Packeta apply. If the Entrepreneur is interested in utilizing the services provided by Packeta, it is recommended to register via the webpage www.packeta.sk in section “For Entrepreneurs”.
- 15.2. If an agreement with an international element is entered into, the contractual parties have expressly agreed, that the legal relationships between them shall be governed by the valid legislative of the Slovak Republic.
- 15.3. The contractual parties have expressly agreed on the right to deliver documents via electronic means – email, without the necessity of sending a physical copy via regular mail at the same time. The contractual party – sender shall send any documents sent electronically onto all email addresses listed as “contact” in the Packeta App, along with the request of notification of the delivery to the addressee, where for the purposes of delivery, the date listed in the notification is deciding.
- 15.4. Notifications and requests directed towards a termination of the Agreement or claiming obligation rights shall be sent via electronic means – email by the contractual parties. The attachment to such an email (in form of a .pdf file) shall consist of the specific document with identifying information of the sending and receiving party, with the sending contractual party’s written signature on each page of the document. The contractual party – sender shall send all documentation via electronic means along with a request for notification of the delivery to the addressee, where for the purposes of delivery, the date listed in the notification is deciding.
- 15.5. Contractual parties shall notify each other of any changes in the contact information listed in the Packeta App immediately and without delay.
- 15.6. If any provision of these ToS or any part thereof is deemed, for any reason whatsoever, invalid, it shall be deemed deleted for that purpose. This does not affect the validity of the remaining parts of these ToS.
- 15.7. These ToS are available to the Consignor in the Packeta App and also at www.packeta.sk. Packeta reserves the right to amend and change these ToS, where it shall notify the Consignor of this within the Packeta App and at www.packeta.sk in a reasonable timeframe prior to such a change entering into force, no later than on the day of it entering into force.

- 15.8. These ToS constitute an indelible part of every Agreement entered into by Packeta under these ToS. The ToS have all the requirements of postal terms under Act no. 324/2011 fol. law on postal services, as amended.
- 15.9. Legal relationships not regulated by these ToS are governed by Act no. 324/2011 fol. law, as amended, Act no. 40/1964 Coll. law of the Civil Code, as amended, and Act no. 250/2007 fol. law on consumer protection, as amended by the Slovak National Council Act no. 372/1990 Coll. law on misdemeanours and offenses, as amended.