



# Terms & Conditions



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## General

MyKoddi is owned and operated by Euro Tech Startups s.r.o., a privately held company with limited liability under the laws of the Czech Republic, registered with the Companies Registry under number 051 77 502 and registered office at Mánesova 1633/74, 120 00, Prague 2, Czech Republic hereafter as the **"Seller"**, and is detailed at [mykoddi.com](http://mykoddi.com), hereafter as the **"Website"**. Goods are sold through the Website, hereafter referred to as the **"Product"**, or **"Products"**.



These **Terms & Conditions** hereafter referred to as the **"Agreement"**, are governed under applicable laws and regulations. The materials contained in the Website are protected by applicable copyright and trademark laws. This Agreement sets forward the rights and obligations of every customer, hereafter referred to as the **"Buyer"**. By accessing our Website, the Buyer agrees to the Agreement. If the Buyer does not agree with any of the terms in the Agreement, the Buyer is prohibited from using or accessing the Website. The Buyer is responsible for compliance with any applicable local laws, regional laws or regulations.

Seller holds a Trade License to sell Products. The competent Trade Licensing Office shall conduct trade inspections. The Office for Personal Data Protection is the supervisory body for personal data protection. The Czech Trade Inspection Authority is, to the extent set by law, the supervisory body for, among other things, consumer protection.

The Agreement is made between Buyer and Seller and provides mutual rights and obligations arising for the contracting parties. By entering into the Agreement, the Buyer agrees to its entirety. Unless agreed otherwise, the Agreement shall apply to any mutual contractual relationships between the contracting parties. The Agreement is made electronically between the Seller and Buyer through the Website.

We reserve the right to change this policy at any time without notification.

## Website Usage

Permission is granted to temporarily usage of the Website for personal, non-commercial and transferable viewing only. This license shall automatically terminate if the viewer of the Website, hereafter referred to as the **"User"** violate any of these restrictions. Upon termination of this license, the User must destroy

any Website materials in the User's possession whether electronic or printed.  
Furthermore:

- The User may not modify or copy the materials.
- The User may not use the Website for any commercial purpose, or for commercial or non-commercial public display without written permission.
- The User may not attempt to decompile, or reverse engineer any software contained on the Website.
- The User may not remove any copyright notifications from the Website.

## Agreement

The Seller undertakes to accept the Buyer's proposal unless such a proposal is in contradiction with the Agreement or Seller has a specific reason to believe that the Buyer may breach the Agreement. [The Seller shall confirm to the Buyer that the proposal has been accepted in an email sent to the Buyer's email address.](#) The Purchase Agreement between Seller and Buyer is made at the moment of order acceptance (hereafter referred to as the "**Acceptance**").

Any expenses incurred by the Buyer in connection with entering into the Agreement such as long-distance communications or other expenses shall be borne by the Buyer.

## Orders & Shipping

The Buyer enters into the Agreement outside their trade or entrepreneurial activities. The Buyer may be either an individual or legal entity who buys the Product.

The offer of the Products is only informative, and Seller is not obliged to enter into an Agreement with regard to such Products.

To place an order through the Website, the Buyer first chooses the Products intended for the purchase, the quantity required, shipping method, payment method, and other details that may be relevant to the order. The Buyer subsequently confirms the order and hereby makes a binding proposal to enter into the Agreement with Seller.

Unless agreed otherwise in the Agreement, the Seller will decide on the suitable shipping method. If Buyer requests a different shipping method, the Buyer shall bear all risks connected with that shipping method, including all additional costs caused by using that shipping method.

The Seller undertakes to electronically inform Buyer that the Products have been dispatched to Buyer's address provided by Buyer in the order. The Seller reserves the right to add shipping, taxes, duties and handling costs to the price of the Products.

## Coupons & Vouchers

The Seller may offer discounts in the form of coupons or vouchers, which most often will include "**Discount Codes**". Discount Codes may only be used once unless the coupon or voucher states otherwise. Discount Codes may only be used within their validity timeframes. Coupons and vouchers may not be combined or used with any other promotions unless stated otherwise.

Should the promotion or discount coupon be used in contradiction with the rules of the promotion, the Seller has the right to refuse the discount. The Buyer shall be informed immediately after entering the code during the order process, or by electronic communications after Acceptance. If the Discount Code is refused, then the order will be placed the order without the Discount

**Code.** In the event of doubts or contradictions regarding the interpretation of the rules applicable to Discount Codes, the interpretation provided by the Seller will prevail.

## Payment

The Seller currently offers the following payment methods: online payment by debit or credit card or PayPal.

The Seller reserves the right, without prior notice, to make any modification to the contents of the Website including product images, product usage, care instructions or retail prices. Offers such as discounts, vouchers or promotions will be applied to the order, provided the Product is in stock or for a designated period of time. Prices and promotions are applicable at the moment of placing the order.

Payment by card means that upon Acceptance of the order, the Buyer will be redirected to a third party's payment server, where the Buyer will fill in their payment information. The information will be verified by the payment processor, the order will be confirmed, and the total purchase price will be deducted from the Buyer's account.

Payment via PayPal means that upon Acceptance of the order, the Buyer will be redirected to PayPal's payment server, where they will be asked to log in to their PayPal account. After verification of their login data, sufficient balance on the PayPal account, or availability of a credit or debit card transaction, the order will be processed and confirmed, and the purchase price will be deducted from the Buyer's balance.

All prices of Products and services (including shipping and handling) are quoted with VAT unless expressly stated that prices do not include VAT. The

Buyer is responsible for any customs clearing services, taxes, handling fees or duty costs in their country of destination.

The Seller reserves the right to approve alternative payment methods such as Bitcoin, Ethereum, altcoin crypto currency, or wire transfer bank payments, in high quantity purchases. In this case, the purchase price must be paid to the Seller's account before Products are dispatched, including all transfer fees and expenses to be borne by the Buyer, at the Seller's side as well as the Buyer's side. To process the order as fast as possible, the Seller will quote the order number upon completion of the order. The Buyer shall include this reference code in the wire transfer details. The Agreement is established when the purchase amount has been credited to the Seller's account.

## Shipping & Delivery

Delivery terms of the Product are only informative and are not binding on the Seller. The Seller undertakes to dispatch Products at the earliest term possible. The Seller bears no liability for damage caused by delays in dispatching or delivery of Products due to any reason whatsoever.

The Buyer acquires ownership of the Products purchased upon receipt of the Product. At that moment the risk of damage passes to the Buyer.

*An Invoice stating the date of sale, name of Products, purchase price, and Seller's identification shall be a part of every delivery. On request, Seller shall provide Buyer with an electronic certificate of the taxable transaction.*

Before accepting the Products from the carrier, the Buyer is obliged to check that the packaging is intact and immediately notify the carrier of any defects. By signing the delivery receipt, the Buyer confirms that the packaging of Products is intact. Should the packaging not be intact, the Seller recommends

that Buyer should refuse to accept the Products from the carrier and register a delivery defect with the carrier.

Complaints regarding damage to the Product or delivery of different Products than ordered, etc., which were not detectable upon receipt of Products from the carrier, shall be raised by the Buyer immediately after their detection.

In the event that the shipping method has been chosen at the Buyer's request, the Buyer will bear all risks and potential additional costs incurred. In the event that, for reasons attributable to Buyer, the Products have to be delivered repeatedly or by different shipping methods than specified in the Buyer's order, the Buyer is obliged to bear all costs incurred due to the repeated deliveries and the use of different shipping methods.

## Product Performance

Should a defect show within fourteen days from the delivery date, the Products are deemed to have been defective from the moment of delivery. The rights and obligations of the Buyer and Seller concerning rights arising out of defective performance shall be governed by the applicable legislation of the Seller. The Buyer is entitled to exercise the right arising out of the delivery of defective Products within the statutory time limit of 24 months. Seller warrants that upon delivery:

- The Product has no defects,
- The Product represents features that are published on the Website,
- The Product is to be used for purposes outlined on the Website,
- The Product represents materials and measurements as published on the Website, and
- The Product complies with the applicable laws and regulations.

The buyer shall register defective performance with the Seller using the Returns Form on the Website. The complaint procedure concerning defective Products



is initiated when the defective Products have been received by the Seller. In order to assert the Product's defective performance, the Buyer is obliged to attach their Invoice with the Returns Form. The Buyer is obliged to specify a detailed description of the defect for which the Returns procedure has been initiated. The Buyer has no rights arising out of defective performance if the Buyer caused the defect, or misused the Product from its intended purpose, as specified on the Website.

Seller shall conform to Buyer that a warranty request has been received; the confirmation shall among other things include Buyer's and Seller's identifications, the contents of the warranty request, the requested remedy, date, and place of receipt of the warranty request and signature of Seller's representative. The Seller is obliged to inform Buyer on the completion and outcome of the warranty request to the email address provided by Buyer in the warranty request or to any other address through which Buyer may be informed of the completion of the warranty request procedure. If the Returns procedure is approved by the Seller, the Buyer will be shipped a refurbished or new Product.

Should Buyer fail to pick up the Products within this time limit, the Seller is entitled to be reimbursed for any expenses reasonably spent on storing the Products, and may, if necessary, sell the Products on behalf of Buyer. The Buyer must be notified in advance and provided with a sufficient additional period of time to pick up the Products.

## Buyer's Withdrawal

The buyer is entitled, in accordance with the law to withdraw from the Agreement without cause and without sanction within 14 days from the invoice date of the Purchase. Buyer shall inform Seller of the withdrawal, stating the order number, date of purchase and account number, by completing the Returns Form on the Website. The Buyer shall then return all Products to the

Seller. The Buyer will incur all shipping and handling costs back to the Seller. Upon receipt of the returned Products and after the Seller's confirmation that the Products are intact in their original packaging, then the Buyer will be refunded.

Should the Buyer withdraw from the Purchase Agreement outside of the 14 days limit or without the original packaging or if the Product has been demonstrably used or damaged, then the Seller reserves the right to claim damages and unilaterally offset the damage costs against the Buyer's claim. The Seller shall then return to the Buyer only the difference between the damages and the purchase price. The Seller will confirm electronically to the Buyer the settlement of the returned Products.

Should the Buyer exercise the right of withdrawal, then the Buyer shall immediately, within 14 days or the Product receipt, return to Seller the Products including all parts and accessories. The returned Products must be undamaged and unused and in their original packaging.

In the event of the Buyer's withdrawal from the Agreement within 14 days of the Product receipt, the Seller is obliged, without unnecessary delay, to return the entire purchase price paid for Products, including the costs of shipping limited by the amount equal to the least costly shipping method, to the Buyer, through the same method the purchase price was paid. The Seller may use a different payment channel to return the purchase price. Should Buyer withdraw from the Agreement, the Seller is not obliged to return the purchase price before the Buyer returns the Products. Once the Products are received by the Seller, the Seller is entitled to offset any claims arising out of damage caused to the Products against the Buyer's claim to the return of the purchase price.

The Buyer hereby acknowledges that it cannot withdraw from the Purchase Agreement if the delivered Products have been customized at the Buyer's request or were irretrievably mixed with different Products.

Should the returned Products be of such nature that they may not be returned by registered courier, the Buyer is entitled to reimbursement delivery costs only

in the amount equal to the delivery cost corresponding to the least costly shipping method available for delivery of Products.

In order to withdraw from the Purchase Agreement, the Buyer may use the Warranty Returns procedure on the Seller's website. Should the Buyer's Return be unjustified, and the Products are nonetheless be sent to Seller, then the Products will not be accepted or reimbursed.

## Seller's Withdrawal

In exceptional circumstances, it may happen that the Seller is not able to deliver the Products ordered under conditions agreed in the Agreement. In such cases, the Seller reserves the right to withdraw from the Agreement.

Both Seller and Buyer are entitled to withdraw from the Agreement in case of significant changes to the Product's wholesale price, or significant changes in the shipping price or the Seller learns that the Products were offered by mistake, or for the wrong price, or the Buyer does not accept the corresponding changes made to the Agreement. Seller is entitled to withdraw from the Purchase Agreement at any time before the delivery of the Products to the Buyer.

The Seller is entitled to withdraw from the Agreement with a Buyer who has materially breached its obligations. A material breach of any previous agreement with the Seller is, for the purposes of withdrawal, also sufficient.

## Rights & Obligations

The Seller is obliged to deliver ordered Products to the Buyer for the purchase price agreed and the Buyer is obliged to pay the purchase price and receive the Products.

The Buyer is obliged to provide true and accurate data in the order. The Seller shall consider any data provided by the Buyer to be true and accurate. The Buyer hereby assumes the risk of change.

The Seller has no obligation towards Buyer arising out of any code of conduct. Should the Buyer breach the Agreement the Seller reserves the right to withdraw from the Agreement,

For complaints, the Buyer shall contact [ilove@mykoddi.com](mailto:ilove@mykoddi.com). Seller shall inform the Buyer electronically regarding the outcome of the complaint procedure, to the Buyer's email address.

## Disclaimer

The User or Buyer waives their right to participate in a class-action lawsuit or class-wide arbitration against the Seller.

It may occur that some content on our website depicts unintended technical errors, measurement discrepancies or image disparities. The Seller does not warrant that any of the materials on our website are accurate, complete, or current. The Seller reserves the right to make changes to the Website at any time without notice. Furthermore, the Seller does not make any commitment to update our materials.

In no event shall the Seller or our suppliers be liable for any damages such as loss of data, profit, or incidents resulting in business disruption arising from the use of the Website.

The Seller does not warrant or make any representations concerning the accuracy or reliability of other internet sites linked to our website. The Seller does not have the resource capacity to review all sites linked to our website and therefore the Seller is not responsible for the content that links to our website. Furthermore, there is no implicit endorsement of any site that links to our website.

## Final Provisions

Personal data protection is regulated by a separate "Privacy & GDPR Policy" available at [mykoddi.com](https://mykoddi.com).

The language of communication between the Buyer, Seller, and the language of the Purchase Agreement will be English.

Should any provision of the Agreement be for any reason void or ineffective, the other parts of the Agreement remain unaffected.

The Seller may amend or modify the Agreement and any changes are effective as of the date of their publication. Changes to the Agreement may be published without prior notification.

If an international element enters into the transaction based on the Agreement, the contracting parties agree that their relationship shall be governed by the Czech law. Consumer rights arising out of generally applicable legislation remain unaffected.

The Seller bears no liability for any loss, injury or damage to property, direct or indirect, caused by any defect of the Products delivered.



Any disputes arising between the Seller and the Buyer may be settled out of court. If the Buyer is a consumer within its legal definition, the Buyer may contact the extrajudicial dispute resolution entity, such as [the Czech Trade Inspection Authority](#) or resolve the dispute on-line through the [ODR platform](#) designated for this purpose. More information about alternative dispute resolution can be found [here](#). The Seller, however, recommends that the Buyer to first contact us at [ilove@mykoddi.com](mailto:ilove@mykoddi.com) to address the situation.

## Contact Us

Customer satisfaction is paramount to our mission. We continually look for ways to improve MyKoddi. If you have an inquiry then feel free to send us an email to [ilove@mykoddi.com](mailto:ilove@mykoddi.com).