

## TERMS AND CONDITIONS OF THE E-STORE

### 1. General provisions

1.1. These e-shop conditions of Eviteh OÜ (hereinafter referred to as the seller) (hereinafter referred to as the conditions)

apply to all persons (hereinafter buyer or consumer) who use

[www.muistoseebid.com](http://www.muistoseebid.com)

e-store at the web address (hereinafter the e-store), order goods from the e-store, including by signing a purchase-sale agreement (hereinafter the sales agreement) for the purchase of goods from the e-shop.

1.2. By accepting the terms, the buyer confirms that he has read the terms, agrees with them and fulfills them. In the event of a conflict between the provisions contained in the terms and conditions and the sales contract, priority shall prevail sales contract.

1.3. The seller stores the terms of the sales contract concluded with the buyer on a permanent data medium. Seller sends the order confirmation and terms of the sales contract to the e-mail address published by the buyer, which the buyer can record and play back.

1.4. In matters not governed by the Terms (including, but not limited to, changes to the Terms in terms of) the parties are guided by the provisions of the Sales Agreement and legislation. The general conditions are available on the website of Telia Eesti AS, [www.telia.ee](http://www.telia.ee).

### 2. Principles of data protection and processing

2.1. In order to make a purchase from the e-store, the buyer must enter the following information: name and

- contact data (e.g. e-mail address, contact phone number, etc.);
- data necessary to deliver the goods to the buyer (e.g. suitable parcel machine, delivery address, etc.);
- data necessary to make the payment (e.g. the bank used by the buyer, etc.).
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2.2. The seller (the responsible processor Eviteh OÜ) stores and processes the following using the buyer's e-store related data:

- the data entered by the buyer in point 2.1;
- data related to the buyer's creditworthiness (e.g. data on payment discipline and arrears, etc.);
- the buyer's orders (including data related to unfinished orders (e.g. goods added to the shopping cart data, payment data, etc.);
- the buyer's use of the e-store and other e-Environments of the seller, its services and functionalities data and information collected with the help of cookies (e.g. from which page the buyer entered the e-shop, etc.);
- data related to SSO (see p. 3);

- data disclosed about the buyer in public databases or on the Internet (e.g. information about the buyer about areas of interest, e.g. Google Analytics data, data from Facebook, etc.). The seller keeps the data for as long as it is necessary to achieve the purpose of their use or until the deadline specified in the legislation. More detailed information on data retention periods is available in the privacy notice.

2.3. The seller guarantees the buyer's data specified in clauses 2.1-2.2, including personal data (hereinafter data) protection and processing in the manner and under the conditions prescribed in the General Terms and Conditions and in the privacy notice in the stated manner, purposes and legal bases in accordance with legislation and good business practices.

2.4. Based on the current legislation and the provisions of the General Terms and Conditions, the seller has the consent of the buyer the right to process data to offer the e-shop and to enable use by the buyer, to fulfill the sales contract, in the seller's legitimate interest (e.g. for marketing purposes) or for other legal reasons on the basis of

Among other things, as a result of the above, the seller has the right to separate consents:

- send the buyer notifications related to the use of e-shop services, including notifications that are sent to e-shop users for the sake of security;
- to retain the buyer who used the e-shop for better customer service and transaction verification order data, including, within a reasonable period of time, those orders that the buyer session did not finish during shopping.

2.5. If the buyer has given the seller consent to receive offers, the seller also uses the data personal direct marketing, promotional and promotional offers about the seller's services and goods and to deliver notices to the buyer electronically, e.g. using the following e-channels:

- on e-mail addresses related to the buyer;
- Buyer by SMS or MMS or other electronic message (e.g. push notification on mobile phone, etc.).
- on the contact number or other number of the means of communication related to the buyer known to the seller;
- the seller's e-Environments (e.g. customer service, sales etc. internet environment, app, TV service environment etc.) and other applications, e-environments and through social media channels where marketing opportunities are offered (e.g. Google, Facebook, etc.).

2.6. The seller uses the data in his legitimate interest for marketing purposes, including:

- methods for identifying and/or profiling the buyer's purchasing behavior and consumption habits using to derive consumer expectations,

preferences and needs of the buyer. About profiling for marketing purposes, additional information can be obtained from the privacy notice;

- for transmission for marketing processing to companies belonging to Evitech OÜ and authorized to processors;

- for transmission to third parties in order to provide the buyer with marketing messages from the seller in personal applications, e-environments, social media channels, etc. (e.g. Google applications, on Facebook etc.).

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2.7. The buyer has the right to withdraw the consent given to receive offers by sending the right relevant e-mail or refuse to receive further offers by following the ones sent to him of the guide in the offer.

2.8. The buyer is obliged to use the e-shop safely and with the necessary care and to ensure that applications and devices (e.g. computer, smartphone, application, etc.) used by the buyer are secured.

The buyer is obliged to keep the buyer, his device or related to the e-shop a secret from other persons

PIN code, Password, user IDs and passwords or anything else used for self-identification

information or information carriers (e.g. ID card or Mobile ID).

2.9. The buyer must be aware and take into account the fact that the seller cannot guarantee the security of the data and is not responsible if the data is not protected as a result of the buyer stated in p. 2.8

breach of obligations (including, for example, because the buyer has not changed the original PIN code or other initial settings or the buyer's ID card, Mobile ID or its PIN codes have been accessed by unauthorized persons into use). In such a case, the buyer is responsible for all consequences that may occur to him.

4. Purchase of goods and technical stages of the e-store

4.1. It is possible to buy only those goods with the "Add to cart" link in the e-store. Product price and product availability may change continuously and without notice. If the buyer has placed an order before the goods price change, the current price of the order will be applied.

4.2. The seller has the right to withdraw from the sales contract concluded through the e-shop and to keep the ordered goods not handed over or service not provided in the following cases:

- the goods are out of stock;
- the price or characteristics of the goods have been displayed incorrectly in the e-shop due to a system error;
- if the buyer does not meet the conditions set by the seller.

If the seller is unable to fulfill the order, the seller will contact the buyer and return the payment amount if the buyer has managed to make an advance payment for the goods.

4.3. Given the stock of a particular item, Eviteh has the right to an e-shop organized by it as part of merchandise sales campaigns (e.g. monthly offer, clearance sale, Christmas campaign, etc.). apply a quantity limit per buyer, which is up to 20 (twenty) identical goods per campaign, unless the terms of the respective campaign provide for a different restriction.

4.4. On the shopping cart/Order page, you can change the content of the shopping cart if you wish. After the shipping address entering and confirming the order can no longer change the contents of the shopping cart and the shopping cart is emptied of goods. If the buyer cancels the order after placing the order, the goods will be delivered select the shopping cart again. If the order and contact details are filled in correctly, you can start payment. After adding the product to the "Shopping cart" it is possible to continue browsing other products or enter an order.

4.5. In the e-shop, you can pay for the ordered goods through the bank links of the banks listed in the e-shop. Goods can also be purchased through the payment cards and transfer options provided in the e-shop. After payment for goods (making a bank transfer) must be exited from the internet bank page by clicking to the "Back to merchant" button. Next, the order confirmation will be displayed on the screen.

4.6. The goods will be delivered to the delivery address entered in the order at the agreed time. The seller may authorize to use third parties, including courier services, for the delivery of the goods.

4.7. If the buyer does not pick up the goods no later than 14 (fourteen) days after the agreed goods date of receipt, it is considered that the buyer has violated the sales contract and does not want the goods.

The seller has the right to unilaterally withdraw from the sales contract and demand compensation for damages (for example, goods storage costs) and offset the loss incurred by the seller with the amounts paid in advance by the buyer.

5. Withdrawal from the sales contract and return of goods

5.1. The consumer has the right to withdraw from the sales contract within 14 (fourteen) days from the delivery of the goods from the day of delivery.

5.2. In the case of withdrawal from the sales contract, the seller must be notified of this before 14 (fourteen) days passing and return the corresponding goods.

5.3. The returned item must be unused.

## 6. Liability and Dispute Resolution

6.1. The buyer can rely on the law in case of non-compliance of the goods with the contractual conditions to the prescribed legal remedies, including demanding the performance of the contract, lowering the price, demanding damages compensation and cancel the contract.

6.2. If the goods have a sales guarantee given by the seller or manufacturer, the buyer is given the terms of the guarantee in writing with the goods and/or they are made available electronically in the e-shop.

6.3. The buyer must keep the purchase documents for easier resolution of later problems

(invoice, contract, etc.) proving that the goods were purchased from the seller's e-store. Without proof of sale without a document, the seller/servicer may not solve the problem.

6.4. Claims related to goods purchased from the e-shop can be submitted as follows: Eviteh OÜ to the address Ülikoli, Palmse küla, Haljala parish 45435;

When submitting a claim, if necessary, sufficient evidence of the lack of goods must also be submitted about.

6.6. In case of defective goods, the consumer has the right to first demand free repair of the goods or that substitute i.e. with new goods, demand a reduction in the purchase price. You have the right to demand withdrawal from the contract if the seller has significantly breached the sales contract, including if:

- the seller cannot repair or replace the goods; repair fails;
- the seller has not eliminated the defect in the goods within a reasonable time;
- by repairing or replacing the goods, unjustified inconvenience has been caused to the consumer.

6.7. The seller is not responsible for the defects of the goods, which have arisen because the goods are not suitable for their purpose due to use, maintenance or violation.

6.8. The seller does not eliminate defects that appeared during the right to claim free of charge, if it is caused:

- from the normal wear and tear of the goods
- improper (inappropriate) use of the goods;
- defects notified to the buyer by the seller before purchasing the goods;
- from external factors. External factors include, among others, moisture, liquid, mechanical injuries etc.

6.9. Buyers can ask for information about the order at the e-mail address: [info.eviteh@gmail.com](mailto:info.eviteh@gmail.com) or on phone +372 504 3407.

6.10. The consumer can turn to an out-of-court settlement to resolve the dispute arising with the trader to the unit, which is the Consumer

Disputes Committee operating at the Consumer Protection Board.  
It is possible to contact the Consumer Disputes Commission through the relevant online environment.