
GENERAL BUSINESS AND CONDITIONS OF USE FOR THE “BENEKO APP” MOBILE APPLICATION

OPERATOR AND AUTHOR OF THE BENEKO APP APPLICATION

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(hereinafter referred to as the "**Operator**")

I.

INTRODUCTORY PROVISIONS

1. These General Business Conditions of Use for the “BENEKO APP” Mobile Application (hereinafter referred to as the “**GBC**”) are issued by the Operator, who is also the Operator of Beneko Marketplace, a comparison and shopping gallery on the Beneko Marketplace portal.
2. These GBC of BENEKO APP constitute a part of the Special Terms and Conditions under Article I Paragraph 3 of the General Business Terms and Conditions of Use for Beneko Marketplace websites, available at <https://beneko.com/gbc> (hereinafter referred to as the “**General Business Terms and Conditions**”), which apply to the relationship between Users and Sellers and to the relationship between the Operator and Sellers to the extent to which these GBC of BENEKO APP do not stipulate otherwise. The interpretation of terms pursuant to Article II of the Terms and Conditions applies to these GBC of BENEKO APP, unless a different term is referred to, with a definition of its interpretation, in these GBC of BENEKO APP.
3. These GBC of BENEKO APP apply to Users registered with the Operator, who, by means of an electronic application in a specified operating system in their mobile – smartphone, use the products and services that are the subject of the BENEKO APP application.
4. In order to provide additional services for Users of Beneko Marketplace in accordance with these GBC of BENEKO APP, the Operator has created and made available the “BENEKO APP” mobile application for the iOS and Android platforms, allowing Users, after downloading it from App Store or Google play for smartphones and subsequent registration, to use the products and services within the BENEKO APP application, which are specified in more detail in these GBC of BENEKO APP.

II.

USER REGISTRATION IN THE APPLICATION

1. The User can use the BENEKO APP application by means of an application for smartphones, but only for devices with the iOS or Android operating system. The use of the BENEKO APP application requires a device with the iOS 8 platform or later, or the Android 5.0 platform or later.
2. The use of the BENEKO APP application for the purpose of browsing the products and services being offered requires User registration in the BENEKO APP application.

3. Downloading the BENEKO APP application, its installation, use and User registration in the BENEKO APP application is not charged by the Operator, however, there may be associated costs for the User for the operation of his/her device and for the internet connection of the User's device.
4. Only an adult physical person with full legal capacity is entitled to register and create a user account. Each User is only entitled to create a user account or a Seller profile for himself/herself. A legal entity or a physical person acting as a business entity is not entitled to register and create a user account for the purpose of using the services and products within the BENEKO APP application.
5. Registration and creation of a user account may only be completed by registration via the registration interface of the BENEKO APP application, entering the required details.
6. By downloading the BENEKO APP application for smartphones into his/her device and by registering, the User expresses his/her explicit and unreserved acceptance of these GBC of BENEKO APP.
7. Upon registration in the BENEKO APP application, the User grants the Operator of the BENEKO APP application to process the User's personal data within the scope provided by the User: name, surname, date of birth, gender, home address, e-mail address, mobile number, telephone number, for the purposes of direct marketing, his/her consent to the processing of the User's personal data in accordance with Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016 on the protection of physical persons with regard to the processing of personal data and on the free movement of such data (hereinafter referred to as "**GDPR**"). The User's consent shall be granted using an electronic device during registration directly in the BENEKO APP application. The personal data provided by the User will be used for preparing targeted offers, statistics and studies. The User is aware of the fact that he/she can request the Operator at any time to inform him/her about the scope of the processed data of the User, and that he/she can request at any time, by expressing his/her will in writing, addressed to the Operator to gdpr@beneko.com, the deletion of the processed personal data of the User. Likewise, the User is also aware that he/she can withdraw his/her consent to personal data processing in writing at any time. Personal data are processed only for the period during which the User uses the services of the BENEKO APP application, or until the User withdraws his/her consent, deletes the data or requests their deletion. The supervisory authority for personal data protection in the United Kingdom is: Information Commissioner's Office, Wycliffe House, Water Ln, Wilmslow SK9 5AF, United Kingdom, web: <https://ico.org.uk/>. The European Union's independent authority for personal data protection is: The European Data Protection Supervisor (EDPS), Rue Wiertz 60, B-1047 Brussels, Belgium, web: <https://edps.europa.eu/>. The User confirms that prior to registration in the BENEKO APP application and prior to the collection and processing of the User's personal data, he/she was duly, comprehensibly and fully informed by the Operator about all of his/her user rights and about the terms and conditions of personal data processing in accordance with GDPR.
8. By registering in the BENEKO APP application, the User expressly declares and confirms that his/her personal data, which he/she voluntarily and freely provided to the Operator, are correct, true, complete and up-to-date, and if they change, he/she undertakes to update them. The User can access the terms and conditions of personal data processing directly in the BENEKO APP application.
9. By registering in the BENEKO APP application, the User grants consent to the Operator to receive direct marketing e-mails from the Operator sent to the e-mail address the User stated during registration in the BENEKO APP application. The User is entitled to withdraw the consent granted to the Operator in accordance with the previous sentence at any time via his/her account in the BENEKO APP application.
10. After the registration, the Operator will send a confirmation of the creation of the user account to the User by e-mail, together with credentials to access the user account, the up-to-date GBC and other accompanying documents.
11. The User is able to log into the user account through the BENEKO APP application interface and manage the details saved in the account.

III. USER ACCOUNT

1. A user account is an electronic membership account accessible through the BENEKO APP mobile application, through which the User uses the BENEKO APP services and products (hereinafter referred to as "**User Account**"). Each User Account is identified by a unique code assigned to the relevant User upon completing full registration.

2. The User Account primarily gives the User access to the services and products of the BENEKO APP application, such as, inter alia:
 - (a) electronic updating of his/her personal data;
 - (b) access to notifications, documents and other information from the Operator addressed to Users;
 - (c) access to information regarding any fees, setting a payment method and a method of receiving billing information,
 - (d) granting additional consent to marketing activities;
 - (e) receiving information about additional, above standard or premium services;
 - (f) receiving information regarding the shipment of the Goods;
 - (g) placing Orders and viewing completed Orders for the current month and for the last two billing periods;
 - (h) Access to the "Deal of the Day" service, specified in more detail in Article V of these Terms and Conditions of BENEKO APP.
3. The User is entitled to reject the sending of business notification information through the BENEKO APP application. The User is entitled, according to his/her own criteria and personal preferences, to pre-set, disable or adapt the sending of business notification information through the BENEKO APP application at any time in the settings of the BENEKO APP application or the in the settings of the operating system of his/hers smartphone.
4. The User is not entitled to provide his/her generated codes and vouchers in the BENEKO APP application to third persons. Individual generated codes and vouchers are non-transferable.
5. In the case of a loss, damage or theft of the credentials to access the User Account or of any other details stated in the Registration, the User is obliged to notify the Operator of this fact without delay. Upon receiving a notification of a loss, damage or theft, the given User Account is deactivated.

IV.

DEAL OF THE DAY SERVICE

1. The "Deal of the Day" service, available within the BENEKO APP mobile application, allows registered Users to gain access to time-limited special Offers for selected Goods (hereinafter referred to as "DoD").
2. The time limitation for a given Offer is 24 hours, i.e. from 12:00 on the first day until 11:59:59 on the second day CET (Central European Time zone), unless it is stated otherwise (hereinafter referred to as the "Offer Period").
3. During the Offer Period, Goods indicated as "Deal of the Day" will be available in the BENEKO APP application, which the User can order with a specified discount assigned to a specific Deal of the Day and indicated appropriately in the BENEKO APP application interface.
4. An Order and a purchase of the Goods and Services indicated as "Deal of the Day" must be completed before the end of the Offer Period.
5. The given price for the Goods or Service is guaranteed if the User's order is completed within five (5) minutes of the start of the ordering process, otherwise the price may be updated by the given supplier.
6. The "Deal of the Day" service only applies to selected Goods or Services sold by Sellers through the BENEKO APP application. The offer does not apply to Orders placed as part of other services provided by BENEKO.COM LLP or by other third party.
7. For Goods and Services indicated as "Deal of the Day", the BENEKO APP application allows Users to use a special Reserve Price service (hereinafter referred to as the "Reserve"), but in order to activate the Reserve Service, the User must pay the price of the service in advance, which amount is 10% of the amount of the given order that it relates to. If the User completes the given order for Goods or Services, the price paid by the User for the Reserve Service will be deducted from the total price for the ordered Goods or Service. If the User does not complete the order for the Goods or Services for which he/she used the Reserve Service and does not pay the final price for this order, the User is not entitled to a refund of the price already paid for the Reserve Service.
8. An offer of Goods or Service indicated as "Deal of the Day" depends on their availability and can be withdrawn or changed without prior notice after all stocks have been sold or after the given service has been exhausted. A specific offer is always limited by the quantity of available Goods or by the volume of the provided Service.

9. The Operator by no means guarantees that the price for Goods indicated as “Deal of the Day” as part of the DoD service will be the lowest available price of the selected product on the market throughout the Offer Period. This price may change due to a price change by another seller in an attempt to provide the best possible price.
10. The provisions of the General Terms and Conditions (particularly the conclusion of a purchase agreement, delivery of goods, making a claim for defects in the goods, product quality warranty, warranty claims, liability of the Operator and the Seller, dispute resolution) apply to the provision of the DoD service in accordance with such Terms and Conditions, unless such provisions of the General Terms and Conditions contradict the provisions of these GBC of the BENEKO APP application.

V. LICENSING ARRANGEMENTS

1. The User is entitled to download the BENEKO APP application for smartphones onto his/her user device, i.e. a permanent copy of the application onto his/her user device, and this copy of the application is intended solely for personal use by the User, and must therefore not be used for commercial purposes. A breach of the conditions in accordance with the previous sentence by the User constitutes a reason for immediate cancellation of the User’s registration in the BENEKO APP application, to which the User grants his/her express and unreserved consent. This is without prejudice to the Operator’s entitlement to damage compensation in relation to the User.
2. The User is not entitled to change, modify or supplement, reproduce, process, modify or distribute the BENEKO APP web application or the BENEKO APP application for smartphones, translate the application from the machine code to the source language, or freely modify or adapt the application according to his/her needs, not even by means of third persons. Likewise, the User is not entitled to make a back-up copy of the BENEKO APP application for smartphones, not even by means of third persons, as such a copy is not required for the functioning and use of the BENEKO APP applications. The User is not entitled to examine or test the functionality of the BENEKO APP application for smartphones, or any element of the mobile application, for the purposes of determining the principles on which the BENEKO APP application is based or created. A breach of the conditions in accordance with the previous sentence by the User constitutes a reason for immediate cancellation of the User’s registration in the BENEKO APP application, to which the User grants his/her express and unreserved consent. This is without prejudice to the Operator’s entitlement to damage compensation in relation to the User.
3. By registering in the BENEKO APP application, the User does not acquire an ownership right or any property or personality rights for the BENEKO APP application, software, or any of their part, and only acquires the right to use the BENEKO APP application for smartphones under the conditions stated in these GBC of BENEKO APP.

VI. THE OPERATOR’S DISCLAIMER

1. The Operator is not liable to the User for damage caused to the users due to the User stating untrue, outdated or incomplete contact details in the BENEKO APP application, to which the User grants his/her express and unreserved consent.
2. The Operator is not liable to the User for damage caused due to the use of products and services, the use of information or downloading information published in the BENEKO APP application. The Operator is not liable to the User for situations in which access to the application is interrupted or defective, or in which any websites or links contained in the BENEKO APP application are unsafe.

VII. COMMON AND FINAL PROVISIONS

1. The Operator publishes these GBC of BENEKO APP in the BENEKO APP application for smartphones. The Operator reserves the right to update, amend or supplement these GBC of BENEKO APP at any time, and such an update,

amendment or supplementation of the GBC of BENEKO APP does not require prior or subsequent consent of the User. The operator shall notify the User of an update, amendment or supplementation of these GBC of BENEKO APP within 7 (in words: seven) calendar days before the effective date of the amendment to the GBC of BENEKO APP, and shall do so by displaying the corresponding message within the BENEKO APP application for smartphones, or by sending a message to the e-mail address of the User which the User stated during his/her registration in the BENEKO APP application, whereby the notification obligation of the Operator in relation to the User is considered fulfilled.

2. The Operator is entitled to terminate the operation of the BENEKO APP application at any time without stating a reason, or to restrict the operation of the application at his/her discretion and according to his/her decision. The Operator shall inform the User of this without unnecessary delay through the application or by sending a message to the e-mail address of the User which the User stated during his/her registration in the BENEKO APP application. The Operator is entitled to cancel the User's registration in the BENEKO APP application at any time without stating the reason.
3. The contractual relationships between the Operator, Sellers and Users of the BENEKO APP application which are not explicitly provided for by these GBC of BENEKO APP or the General Business Terms and Conditions are governed by the law of the United Kingdom.
4. These GBC of BENEKO APP become valid and effective on 01 November 2019.