

TERMS AND CONDITIONS

By using our website (www.kalaalbums.com) and/or signing up for an account, you are agreeing to the following Terms and Conditions and Privacy policy (or: Terms and Privacy). Privacy Policy is a part of the Terms and Conditions. Iva Novak s.p., Ulica Metoda Mikuža 8, 1000 Ljubljana, tax number: SI43530486, registration number 6191061000 (below: us, Kalá albums) is the sole owner and manager of the website www.kalaalbums.com.

VALIDITY OF THE DATA AND BREACH OF CONDITIONS

By using our website and registering for an account with us, you agree that the information you provide is true, valid and up to date. You will not use our site for purposes that do not comply with the applicable regulations and terms. If we detect a violation of the Terms and Privacy, we may refuse to participate, close the user account, or change the written requests. You must be of legal age (over 18 years of age) or have full legal capacity to create a user account and order our services.

AMENDMENTS TO THE TERMS AND PRIVACY

Use of the website constitutes your acceptance of the Terms and Privacy which take effect on the date from which you first use the website.

The Terms and Privacy may be updated or modified at any time, and we may notify you with a new document posted on our website or by email. The new Terms and Privacy will enter into force upon publication. Any upgrade of the website, new support or modification of any feature of our website does not affect the validity of the Terms and Privacy. You are required to periodically review updates to the Terms and Privacy. Your use of the website in the event of a change in the Terms and Privacy shall be deemed to be in agreement with the changes to the Terms and Privacy.

If you use the website or user account as a business representative, you warrant that you have the right and permission to accept the Terms and Privacy.

CLOSING YOUR ACCOUNT

We may, at our sole discretion, permanently close and delete the associated information (uploaded files, stored invoices in your account, etc.) if they are no longer required for a particular order or if your account is inactive for a long time. Data will be deleted in accordance with the law and these Terms.

USER ACCOUNT AND PASSWORD

You are responsible for safeguarding your information that you provide to us and the passwords for accessing your account. Please let us know as soon as possible of any

unauthorized use. We are not responsible for any online intrusions into your account and any password that has been stolen. Your current passwords are encrypted and cannot be accessed, for which reason we can only reset them with new ones.

PAYMENT

Once your order has been placed, we issue an invoice that you must pay in full. We do not process orders and do services until payment is received.

A valid price list is available on our website for registered users. All prices in the price list are in EUR and do not include VAT. Delivery is not included in the price of the products, but is charged afterwards.

DELIVERY

Products will be shipped to the shipping address you provided. The delivery time described on our website is indicative only and is not an essential part of the contract, so it is not a reason for complaint, return, etc.

Unless our shipment is delivered or returned to us, we will not send new products to you unless the shipment is lost. If you do not collect the shipment and is therefore returned to us, you have to cover the cost of re-shipping.

DELIVERY

Delivery costs are paid by the buyer. The shipping fee is shown in the ordering process and is recorded on the invoice issued and in the published price list. In case the package gets lost during shipping (please check the "delivery" tab first), you have the option to request one of the following options:

- Refund of payment
- Re-ordering
- Payment credit

Each case of a lost shipment is carefully examined and resolved individually.

RETURN OF PRODUCTS

The product may be returned on notice and for the following reasons only:

- Damaged packaging: The package can be rejected by the delivery contractor and will be returned to us.
- Damaged Product: Contact us and the delivery contractor the same day, record the packaging and product, and arrange for a refund.

- **Unsatisfactory Product:** If you receive a product that you are dissatisfied with, please send a written explanation with the photos within 14 days of receipt, which we will discuss and send you a written explanation.

Each case is examined individually. Notifications can be sent to our email address: hello@kalaalbums.com.

CANCELLATION OF ORDER

It is considered that our products are manufactured according to your precise instructions and are tailored to your personal needs. This is the reason that you can cancel the order until we have received payment for it, because after payment is received, we begin production. Once payment has been received, cancellation of the order is no longer possible.

INTELLECTUAL PROPERTY RIGHTS

Our site and all content published on it is our sole property. Any reproduction and sharing of content available on our site is prohibited. By visiting our website, you agree that you respect all of our intellectual property rights in our website and the software with which we can provide the services.

If you share content with us through your user account, you warrant that you own or have permission to share the content with us.

PRODUCTS AND QUALITY

Kalá albums products are handcrafted or made using machine devices. Because we work with natural and archival materials, they already have minor unique differences in the color, structure, appearance and other characteristics of such materials (such as paper that reacts to moisture, heat, cold, etc.). Despite the minor differences described above, we guarantee that the products will be made flawlessly.

MISTAKES

We do not modify your uploaded files so that your uploading or uploading of content through our site is considered to be your confirmation of the order. The following errors or imperfections on your part are not grounds for a return or complaint or refusal to receive products: typographical errors, grammar errors, incomplete text, poor resolution, book design, style, colors or any other creative choices you made when designing the books or photos you uploaded. The order cannot be modified after we start printing.

Kalá albums products are made of natural materials, which does not mean that the products are sensitive or fragile. Our products are made with the finest materials, tested and durable. However, you must follow the instructions for handling books and other handmade products:

do not expose them to hot air, moisture, cold, pressure (several books), excessive or rough handling (carrying, scrolling, pulling, tearing), etc. If the product is damaged due to non-compliance with the instructions, this is not a reason for reimbursement.

LIABILITY AND EXCEPTIONS

Kalá albums is not responsible for any loss of data, software damage or payment of penalties for the use of our site for any reason.

We are also not responsible for the inactivity of the site, the slow operation of the site or any software and technical problems that may damage your personal information, your computer or anything in connection with your use of our site or services.

Copyright © 2013-2019. All rights reserved. Logos, photos, texts, and other information on the website are the sole property of Iva Novak s.p. and their use is strictly forbidden without written confirmation. Photos can only be shared via social networks with our written permission and the added text: copyright (© by Kalá albums, www.kalaalbums.com).

PRIVACY POLICY AND PROTECTION OF PERSONAL DATA

The Privacy Policy And Protection Of Personal Data (hereinafter: the Privacy) explains what, how and why Kalá albums collects your information when you visit our site and use our services. It also explains how data is managed. The document is written in accordance with the General Data Protection Regulation (hereinafter: GDPR).

We may use and share your personal information in accordance with the Privacy which are an integral part of the Terms.

QUESTIONS

If you have any questions about the Privacy or the information we hold, or you need help editing or deleting your information, please email hello@kalaalbums.com.

THE INFORMATION WE COLLECT

(a) Information you voluntarily share with us: When you visit our site, create a user account and use our services when you write to us, share files with us and engage us on social networks, or interact with us in such and similar ways voluntarily provide us with your information. This may include your name, address, email address, IP address, telephone number, credit card number, gender, occupation, location, purchase history, and other demographic information. By providing us with your information, you are consenting that your information is collected, used, published, transmitted and stored as set out in the Terms and Privacy.

By using our site you can indirectly share your customer information. We do not have direct contact with your customers, so when you share it, you ensure that you have all the necessary licenses and contracts in accordance with applicable regulations to share personal information of end customers (such as a shipping address - if we send directly to your client, a use and printing of photos, etc.).

(b) Information We Collect Automatically: When you visit our site, browse our offer, use our services, etc., we may collect information about your visit to the website, use of the website and browsing history of our website. This information may be your IP address, operating system, browsing activity and other similar information about how you have communicated with the site. This information may be collected as specific reports or recorded using cookies and other traceable technologies. Read more about cookies below.

(c) Third Party Links / Pages: Our website may include links to third parties whose rules may be different from ours. If you share your personal information with these third parties, please check their Terms of Use and Privacy Policy.

While we make every effort to ensure that no irrelevant, low-quality, or dangerous external links are available on the site, we ask that you always check carefully before visiting any external links. We cannot control all external links, so it is your responsibility to make a conscious decision to leave the site and visit the external site. We are not responsible for any consequences of visiting external websites.

If a sponsored advertisement is present on the website, it will be displayed by our external partners, clicking on the advertisement will direct you to their site, and cookies and other traceable technology may record and use it. It is your concern to make a conscious decision to leave our site and visit our partner's website. We are not responsible for any consequences of visiting non-managed websites.

Our site includes links to social networks. When you click on the icons of a particular social network, your browser may redirect you to their website. These websites or social networks may collect information about you and may set cookies for the purpose to ensure the proper functioning of the site. We ask users to exercise caution and awareness that social networks may store and / or use your personal information.

(d) Cookies and tracking: Several technologies are used to collect and store information, including cookies, and other similar elements such as * web beacons which analyze trends, track users across the web site, report targeted ads, collect demographic information , etc. It is up to each user to determine the use of cookies at the individual level of their browser.

Cookies are files that are stored on your computers or mobile devices when you visit a website. Cookies are widely used by web providers for e.g. better or faster page performance, feedback, etc.

Cookies not set by the website owner are "other cookies". Other cookies originate from other, affiliates, websites (for example, displaying ads on the original website or measuring traffic). In this way, third parties can collect user data from different websites and use them for different purposes, from advertising and analytics to improving their products. Third-party websites that set other cookies may recognize your computer when you visit the website and also third parties.

We have no control over these sites and are not responsible for their contents and operation. It is your job to read, understand and agree to the operation of each site you visit. If you have a question about third parties please contact them.

Users are advised that if they do not agree to the use of cookies, they should arrange it on their computer systems, operating systems and instructions for use in web browsers where they can regulate the authorization and use of cookies.

* Web Beacons: When you subscribe to our newsletter, we can monitor information such as whether you have opened a message, clicked on a photo or link, etc. This can measure the success of our email campaigns and improve our services. However, you can always cancel these messages with the "unsubscribe" button available in each message or in your personal account.

* Social networks: Our site contains links to social networks. These links may collect certain information about you as an IP address and set a cookie to keep the site running smoothly.

USE AND PUBLICATION OF PERSONAL DATA

(a) To advertise services. If you visit our website and do not subscribe to the newsletter when creating your user account, we can still send you an invitation to confirm the email newsletter in order to keep you up to date with our latest offers and campaigns.

(b) To participate through social networks. Kalá albums has user accounts on various social networks through which you can communicate with us. You are responsible for all information, communications and material shared with us through social networks, as well as your data protection concern. Because we only have open user accounts on social networks, we cannot and do not control the information you provide to us on social networking sites in such a way that data protection is subject to social network rules regarding data protection. Users are advised to use social networks with caution. Our site will never require the sharing of personal information through social networks, and we recommend that if you would like to share anything personal with us, please give us a call or write to our email address.

(c) To send invoices, reminders and other payment related documents. This includes sending emails, invoices, alerts, etc. We only use and cooperate with verified cash transaction companies (Paypal and Bank Intesa Sanpaolo) to whom we may provide or have information about the payer's address and other information.

(d) To send notices of the operation of the website. This may include submitting notifications of changes to our site, announced maintenance work, upgrades, changes to our Privacy Policy, etc.

(e) To communicate with our customers. For example help designing a book, uploading files via shared folders (Google Drive, Dropbox, Wettransfer), deleting files, changing passwords, etc.

(f) To enforce compliance with our Terms and Conditions. This may include developing algorithms to help against abuse.

(g) To protect the rights of our members, our team and other parties.

(h) To meet the legal requirements of the authorities. We will only disclose your personal information to the authorities when required by applicable regulations. Kalá albums will respond to requests from courts, law enforcement agencies and other public authorities, which may include the authorities of other Member States of the European Union.

(i) To provide information to our agents and attorneys with whom we cooperate.

(j) To support and improve our services. This may include sharing your personal information with third parties who may provide assistance and services that you use. When we share personal information with third parties, we respect the privacy and adhere to legal requirements for the protection of personal data. Personal information can be e.g. we provide contractors for hosting our website, for data processing services, for submitting the information you have requested, for providing support services, for subcontractors, etc. We will only provide such information to external service providers or make it available to the extent required for a specific purpose. The acquired information will not be used for any other purpose. Third-party Kalá albums service providers are contractually bound to respect the confidentiality of your personal information.

(k) To submit proposals. For more information on the use of cookies and other traceable technologies, read the cookie article.

(l) To transfer your information in the event of a sale, merger, investment, liquidation, reorganization or purchase. In connection with any reorganization, status transformation, sale or any other transfer of assets (collectively "business transfers"), we will transfer the data to a reasonable extent and as will be necessary for the transfer, provided that everyone involved in the business transfers protects your personal information in accordance with applicable regulations. In such cases, we will notify users of the transfer of personal information.

INFORMATION PROTECTION

We act in accordance with the legal provisions regarding the protection of personal data (for protection against loss, misuse, unauthorized access, publication, modification, destruction, etc.).

All personal information provided is treated as confidential and used solely for the purpose for which it was provided. Kalá albums takes all the necessary steps to protect your information with appropriate organizational measures and technological solutions, as well as with its own and external experts. In doing so, Kalá albums uses the appropriate level of protection and reasonable physical, electronic and administrative measures to protect the collected personal information from accidental or unlawful destruction, loss, alteration, unauthorized disclosure or unauthorized access to personal information. Access to your personal information is only allowed to staff, service providers who need this information for business reasons, or those who need it to do their job.

Kalá albums needs your username and password to register and use the site. Please handle your information with care. We do not see your password and can only reset it. If you have registered with us, we process your information to establish and communicate with your User Account. If you subscribe to Kalá albums electronic newsletters, your forwarded email address, first and last name, by consent, will be processed to provide general information about all Kalá albums services, including promotional material. From receiving electronic news you can unsubscribe from Kalá albums subscriptions at any time by clicking the link in the inbox. If you have ordered Kalá albums products, personal information is collected and processed to perform the contract, ie. to produce and / or supply the products ordered and to provide information regarding these services.

Kalá albums undertakes not to sell, lend or otherwise pass on the collected personal information to third parties, unless otherwise stated or as otherwise required by regulations. Kalá albums will only disclose your personal information to third parties mentioned above under the conditions described above, and Kalá albums will ensure that your personal information is processed, protected and transferred in accordance with the applicable regulations.

ACCURACY AND DATA STORAGE

Kalá albums stores personal information received from you until you unsubscribe from receiving electronic news or withdrawing consent for further processing. Kalá albums retains data relating to the services provided for one month after the end of the service. After that time, they are deleted unless otherwise provided by law. On the basis of the provisions of the tax regulations, for example, Kalá albums is obliged to keep accounts in which the personal information of the subscriber is kept for 10 years after the services have been provided.

Kalá albums will also not delete the information it needs to provide proof that it has deleted the person's information (the so-called audit trail) and to keep records of people who do not want Kalá albums to be contacted in the future.

Our site does its best to display accurate information, such that the information you share with us is correct and true. If your information changes, you must notify us so that we can continue to retain data appropriately. At your request, we can indicate whether, where and how we store the information. We will use the information as long as your account is active or required to complete the order. Information may also be retained for the purposes of legal obligations, for the settlement of disputes, for the prevention of misuse and for the enforcement of the Terms and Conditions.

YOUR RIGHTS

You may request Kalá albums access to personal data, rectification, deletion or restriction of the processing of your personal data, and you have the right to object to the processing and transferability of your personal data.

If you wish to exercise your described rights, please send us your request in writing, by email at hello@kalaalbums.com. Your request will be answered by the responsible person within one month. In the case of complexity and multiple requests, we may extend the deadline by up to two additional months, which will be notified.

(a) Right to be informed: You always have the right to be informed about, or in relation to you, personal data being processed and, if so, access to personal data and the following information: the purposes of the processing; the types of personal data concerned; users or categories of user to whom personal information has been or will be disclosed; the envisaged period of retention of personal data or, where this is not possible, the criteria to be used to determine that period; when personal information is not collected from you, all available information regarding their source.

(b) Right of rectification: You have the right to correct inaccurate personal information concerning you and, taking into account the purposes of the processing, the right to complete incomplete personal information.

(c) Right of erasure: You have the right to have your personal data deleted when one of the following reasons applies: personal data are no longer needed for the purposes for which they were collected or otherwise processed; when you withdraw the consent on the basis of which the processing takes place and where no other legal basis exists for the processing; when you object to processing and there are no overriding legitimate reasons for processing; personal data were processed illegally.

(d) Right to Restrict Processing: You have the right to restrict the processing of your personal data when one of the following applies: when you dispute the accuracy of the data for a period that allows us to verify the accuracy of the personal data; the processing is illegal, and you oppose the deletion of personal data and instead request a restriction on their use; we no longer need your personal data for processing purposes, but you need them to enforce,

execute or defend legal claims; if you have raised an objection to processing based on the legitimate interests of Kalá albums, until it is yet known whether our legitimate reasons outweigh your reasons.

Where the processing of your personal data has been restricted in accordance with the preceding paragraph, such personal data, with the exception of their storage, shall be processed only with your consent, or for the enforcement, enforcement or defense of legal claims or for the protection of the rights of another natural or legal person. We are obliged to inform you before the restriction on the processing of your personal data is lifted.

(e) Right to portability of data: You have the right to receive your personal data which you have provided to us in a structured, commonly used and machine-readable form, and the right to forward this information to another controller when processing is based on your consent or the processing is carried out by automated means. At your request, where technically feasible, personal data may be transferred directly to another controller.

(f) Right of Objection: When processing your information on a legitimate interest for marketing purposes, you may object to such processing at any time.

(g) Right to lodge a complaint with the Information Commissioner: If we do not decide on your request within the legal deadline or reject your request, you have the possibility to file a complaint with the Information Commissioner of the Republic of Slovenia.

In Ljubljana, September 5, 2019
Iva Novak s.p.