

Terms and Conditions

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CONTRACTUAL TERMS AND CONDITIONS

1 Contracting parties

- 1.1.1 Frozen Dogs s.r.o., IČ 11804441 or MVDr. Petra Přinosilová, Ph.D., IČ 09428291 seated in Ladova 1830/63, 621 00 Brno, (hereinafter referred to as “Provider”)
- 1.1.2 A person (a natural person, who is aged 18 years when the contract is concluded, or is legal) who has ordered services from the Provider and who has not been deprived of legal capacity (hereinafter referred to as the „Client“).

2 Subject Matter

- 2.1.1 The Subject Matter of this Contract is the establishment of relations with respect to the provision of sperm bank services (hereinafter referred to as “Services”) between the Provider and the Client. For this purpose, the Provider issues, pursuant to §1751 of Act No. 89/2012 Coll., The Civil Code, Terms and Conditions (hereinafter referred to as „TC“), an integral part of which are these Contractual Terms and Conditions (hereinafter „CTC“) and other terms or conditions mentioned in this document.

3 Rights and Obligations of the Provider

- 3.1.1 Based on the ordered Services, the Provider guarantees collection, examination, preparation, storage and issuance of dog semen as defined in the canine semen bank services following the reception of payment from the Client, on condition no circumstances caused by third parties prevent it.

TERMS AND CONDITIONS OF SPERM BANK SERVICES

1 Contracting parties

- 1.1.1 Frozen Dogs s.r.o., IČ 11804441 or MVDr. Petra Přinosilová, Ph.D., IČ 09428291 seated in Ladova 1830/63, 621 00 Brno, (hereinafter referred to as “Provider”)
- 1.1.2 A person (a natural person, who is aged 18 years when the contract is concluded, or is legal) who has ordered services from the Provider and who has not been deprived of legal capacity (hereinafter referred to as the „Client“).

2 Terms and Use of the Online Booking System for the Provision of Services

- 2.1.1 If Client has made an appointment with Provider to use one of our services, that order is binding. You can cancel it up to 24 hours before the deadline from your Frozen Dogs account if you have registered, or by phone.
- 2.1.2 If you cancel your order later, are unable to show up or are late, please call us immediately to discuss the next steps.

3 Storage Conditions for Frozen Insemination Doses of Canine Semen

- 3.1.1 The Contracting Parties confirm that, as per import documents, the identity of the dog was verified and confirmed at the time of collection by scanning its chip and comparing it with the data stated in the pedigree or passport.
- 3.1.2 The Provider shall take over and, as per these Terms and Conditions, store at the address of the establishment in liquid nitrogen a volume of semen from a fully identified dog determined by a written protocol.
- 3.1.3 The Client confirms that he/she is the owner of the stored semen.
- 3.1.4 The Provider has the obligations of a depositary for the Client pursuant to Section 2402 et seq. of the Civil Code of the Czech Republic.
- 3.1.5 The Contracting Parties agree to store the insemination doses according to section 3.1.2 for an indefinite period. The client is entitled to request issue of the insemination doses at any time. The deadline for the dose issue is 21 days from the valid submission

of the issue request by the Client unless the contracting parties agree otherwise. The Client must deliver the dose issue request to the Provider by filling in the appropriate online request form for the issue of semen dose for export or insemination on the <https://frozendogs.com> website. Otherwise, the issue of the dose cannot be guaranteed.

- 3.1.6 The Client undertakes to pay the Provider a fee for the storage of doses of semen in liquid nitrogen according to the Provider's current price list, for a calendar year in advance. The Provider is entitled to change the fee amount for the storage of semen. The client will be notified of the due fee payment for each year by e-mail. The fee will be paid in cash, by bank transfer or by postal order. The fee is payable within 15 days from the date of sending the invoice to the Client's e-mail address provided by the client. If the fee is not paid within the specified period, the Contracting Parties have expressly agreed that the Provider will call the Client by telephone and in writing at the Client's address specified in the registration and at the same time by e-mail to the Client's e-mail address to request payment within an additional 15-day period from the delivery of the written request to the Client's address. For the purposes of these Terms, a written request shall be deemed to have been delivered even on the day of refusal to accept it, or failure to accept it within the collection period, or its return as undelivered. In the event of non-payment of the fee within the specified additional period, the contract expires, and the provider is entitled to dispose of the insemination doses stored under this contract without further notice. This is without prejudice to the Provider's right to reimbursement of the unpaid storage fee.
- 3.1.7 The Client undertakes to immediately inform the Provider of any change in his/her contact details (e-mail, telephone, postal address).
- 3.1.8 The Provider and the Client agree to make and maintain all documents related to the creation and storage of semen insemination doses, and the Contracting Parties shall provide each other with copies upon request.
- 3.1.9 If a situation arises that makes it impossible for the Provider to store the insemination doses of semen, the Client shall be informed of this (by telephone and e-mail to the valid e-mail address provided by the Client) at least 30 days in advance. In such a case, the Client is obliged to collect the insemination doses within 30 days of receipt of the written information, otherwise the contract expires upon the expiry of the specified period and the Provider is entitled to dispose of the insemination doses stored in accordance with these Terms and Conditions without further notice. This is without prejudice to the provider's right to reimbursement of the storage fee.

- 3.1.10 The Provider is entitled to hand over the insemination doses to another person for safekeeping following a prior e-mail agreement with the Client.
- 3.1.11 The Provider is obliged to arrange liability insurance for damage to the Client's property. Compensation for damages incurred in the event of damage to stored semen does not apply to fees paid for the storage of doses in liquid nitrogen up to that time.
- 3.1.12 The Provider shall send up-to-date information on the remaining number of stored doses of semen by e-mail to the Client at any time upon request.

4 Conditions for the issue of stored insemination doses

- 4.1.1 The Client agrees that the Provider does not assume any responsibility related to damage to semen during transport due to, for example, delays in delivery of the shipment or damage to the container during transport. The client also confirms that he/she is aware of a higher risk of damage to the semen in the case of transport in a disposable container compared to transport in a returnable container.
- 4.1.2 The Client acknowledges that, by default, the Provider does not insure the consignment of semen to/from countries outside the European Union. The reason is to keep the costs of customs duties and VAT low. If the Client wishes to insure the consignment, he/she must inform the Provider in advance. Customs duties and VAT are normally charged by the shipping company to the recipient of the semen.
- 4.1.3 Payment for the service associated with the export/import of semen is required in advance before sending the shipment.
- 4.1.4 Before submitting an application for semen issue, the Client is obliged to meet the conditions and ensure preparation for the export of semen or insemination, as documented on the frozendogs.com website.

PERSONAL DATA PROCESSING AGREEMENT

1 Contracting parties

- 1.1.1 Frozen Dogs s.r.o., IČ 11804441 or MVDr. Petra Přinosilová, Ph.D., IČ 09428291 seated in Ladova 1830/63, 621 00 Brno, (hereinafter referred to as “Provider”)
- 1.1.2 A person (a natural person, who is aged 18 years when the contract is concluded, or is legal) who has ordered services from the Provider and who has not been deprived of legal capacity (hereinafter referred to as the „Client“).

2 Protection of the client's personal data

- 2.1.1 The protection of personal data of a client who is a natural person is provided by Act No. 101/2000 Coll., on the protection of personal data, as amended.
- 2.1.2 The Client agrees to the processing of the following personal data: name and surname, date of birth, valid residential address, e-mail address, telephone number (hereinafter referred to collectively as "personal data").
- 2.1.3 The Client agrees with the processing of personal data by the providers Frozen Dogs s.r.o., Reg. No. 11804441 or MVDr. Petra Přinosilová, Ph.D., Reg. No. 09428291 for the purposes of exercising rights and obligations related to the provision of sperm bank services and for the purposes of maintaining the user account. Consent to the processing of personal data in its entirety pursuant to this article is not a condition that would in itself make it impossible to conclude a storage contract.
- 2.1.4 The Client acknowledges that he/she is obliged to provide his/her personal data (when placing an order from the web interface of the frozendogs.com website, during registration, in his/her user account) correctly and truthfully and that he/she is obliged to inform the Provider of any change in his/her personal data without undue delay.
- 2.1.5 The Provider may authorize a third party to process the Client's personal data as a Processor. Apart from the persons transporting the goods, the Provider's personal data will not be passed on to third parties without the Client's prior consent.
- 2.1.6 Personal data will be processed for an indefinite period of time. Personal data will be processed in electronic form in an automated manner or in printed form in a non-automated manner.

- 2.1.7 The Client confirms that the personal data provided are accurate and that he/she has been instructed that the provision of personal data is voluntary.
- 2.1.8 In the event that the Client believes that the Provider or the Processor (Article 2.1.5) is processing his/her personal data in violation of the protection of the Client's private and personal life or in violation of the law, in particular if the personal data are inaccurate with regard to the purpose of their processing, the Client may:
- ask the Provider or Processor for an explanation,
 - require the Provider or Processor to remedy such a situation.

If the Client requests information about the processing of his/her personal data, the Provider is obliged to provide this information to the Client. The Provider has the right to demand a reasonable payment for the provision of information pursuant to the previous sentence not exceeding the costs necessary for the provision of the information.