

Basic information:

Given the COVID – 19 pandemic, X-BIONIC® SPHERE a.s., with its registered office at Dubová 33/A, 931 01 Šamorín, Company ID: 46 640 134, registered in the Commercial Register of the District Court Trnava, Section: Sa, File No. 10684/T (“XBS”) and given the inability of customers to purchase a Gift Card in person at an XBS establishment, XBS extends the ability to purchase Gift Cards to include remotely via email.

If a Gift Card is purchased via email, a purchase agreement is concluded, which is concluded remotely between XBS as the seller and, the customer, who must be a natural person over the age of 18 or a legal entity (“Client”) as the purchaser.

The sale of Gift Cards is subject in full to the General Terms and Conditions for Using X-BIONIC® SPHERE a.s. Gift Cards (GIFT CARD), which are published online at: www.x-bionicsphere.com (“GTC”) as well as the conditions specified below.

XBS contact information: Email address: giftcard@x-bionicsphere.com, phone contact: +421910497075.

Complaints may be asserted using the procedure specified in the GTC.

Gift Card Price: when purchased via email, this price depends on the Client and the value of the Gift Card they want to purchase. Options include: €20, €50, €100, and their multiples and combinations. Gift Card prices are specified inclusive of VAT.

Validity of a Gift Card Purchased Remotely: 2 years from the date of purchase (i.e. from payment of the purchase price for the Gift Card); Gift Card validity is specified on the packaging and can be verified via email sent to: giftcard@x-bionicsphere.com.

Obligations of Gift Card holders: these are specified in the GTC in full.

Conclusion of the purchase agreement for a Gift Card: the Client places an order via email sent to giftcard@x-bionicsphere.com for a Gift Card in the Euro amount selected by the Client. The Client is obliged to send the order on a self-signed form, which is available at: www.x-bionicsphere.com

By sending an email order, the Client acknowledges that he or she is familiar with the General Terms and Conditions, these conditions, as well as the right to withdraw from the purchase agreement. By sending the order, the Client also acknowledges that he or she is aware of the obligation to pay the purchase price for the Gift Card, which is equal to the value of the Gift Card chosen by the Client.

After receiving the Client's order, XBS issues an invoice to the Client, XBS sends the Client a confirmation email, in which it sends the Client an invoice in PDF format for the purchase of a Gift Card in the value of the Gift Card chosen by the Client, including postage for sending the Gift Card, the GTC and a form for withdrawing from the purchase agreement.

XBS's invoice shall be considered to have been delivered upon its electronic delivery to the Client's email address specified in the Client's order. By sending the order, the Client grants express consent to the electronic delivery of invoices to the email address specified in the Client's order, and by sending the order declares that he or she considers the electronically delivered invoice to be an invoice within the meaning of Act 222/2004 on Value Added Tax, as amended.

XBS is not obliged to send the purchased Gift Card to the Client prior to payment of the purchase price for the Gift Card and postage for delivery of the Gift Card. The Client shall pay the purchase price for the Gift Card per the XBS invoice within the invoice payment term of 10 days of the date of delivery of the invoice to the Client.

The Client then sends XBS confirmation of payment for the Gift Card via email sent to giftcard@x-bionicsphere.com. XBS checks to determine the funds were credited to XBS's account. We then add the credit to the Gift Card manually based on the paid purchase price for the Gift Card.

Once the funds are credited to XBS's account, the Client is sent confirmation of payment and information as to when the Gift Card will be submitted for postal transport via the postal carrier and the estimated date of delivery of the Gift Card. XBS then sends the Gift Card to the Client via postal transport as a registered parcel with delivery confirmation to the Client's address as specified in the Client's order. The Client shall pay for all postage related to sending the Gift Card in the amount of €2.00, and this postage shall be charged on the invoice sent by XBS in addition to the purchase price for the Gift Card.

XBS sends confirmation of the conclusion of the purchase agreement for the Gift Card together with the Gift Card itself to the Client.

Options for Withdrawal from the Purchase Agreement for the Gift Card: The Client may withdraw from the purchase agreement for a Gift Card purchased via email within 14 days from the date of delivery of the Gift Card to the Client. Withdrawal from the Gift Card purchase agreement is only permitted when no credit has been used from the Gift Card in question, meaning at such time that the Gift Card has not yet been used.

if the Client or anyone else as defined in the GTC uses the Gift Card to purchase XBS goods and services in any value in the period for withdrawal from the agreement pursuant to the previous sentence, the Client is not authorised to withdraw from the Gift Card purchase agreement and loses the right to withdraw from the Gift Card purchase agreement.

By sending his or her order to giftcard@x-bionicsphere.com the Client acknowledges and agrees that any use of the Gift Card during the period for withdrawal from the purchase agreement per the previous paragraph waives his or her right to withdraw from that purchase agreement.

The following procedure is used to withdraw from the purchase agreement: The Client must send the self-signed form for withdrawal from the purchase agreement to giftcard@x-bionicsphere.com; the form itself is available [HERE](#), and was sent to the Client together with the order confirmation. Within withdrawal from the purchase agreement, the Client must specify the unique number of the Gift Card shown on the physical Gift Card.

XBS shall verify if the Gift Card has been used or not, and if the period for withdrawal from the purchase agreement has expired or not. If the Gift Card was not used and the Client withdrew within the withdrawal period, XBS will notify the Client of confirmation of the Client's withdrawal to the Client's email address specified in the withdrawal and subsequently return to the Client all monetary payments that XBS received from the Client in connection with the purchase of the Gift Card, and specifically by non-cash transfer of funds to the Client's bank account specified in the withdrawal.

The Client shall return the purchased Gift Card to XBS within 14 days of delivery of their withdrawal from the purchase agreement. The Client shall cover all costs associated with returning the Gift Card to XBS.

The Client acknowledges he or she shall cover all costs associated with returning the Gift Card to XBS should the Client withdraw from the purchase agreement.