

TERMS OF USE FOR THE ONLINE ENVIRONMENT

Preamble

These terms of use of Photoexpress online environment (hereinafter Terms of Use) regulate legal relations between the administrator of the Photoexpress online environment / mobile application at www.photoexpress.ee (hereinafter online environment) Nordic Digital AS (registry code 10240231, address Tööstuse way 6, village of Tõrvandi, rural municipality of Kambja, 61715 Tartu County, phone no. 800 3686, e-mail info@photopoint.ee, hereinafter Seller), and online environment's user (hereinafter Buyer), arising from the use of the online environment and transactions entered into in the course of such use, as well as the general terms of using the online environment.

The online environment services include the possibility for the Buyer to enter into a purchase and sale contract with the Seller on the website in respect of the item(s) sold at the website (hereinafter Product/Products).

Prior to ordering Products and using Services, the Buyer confirms that he or she has read the Terms of Use, agrees to follow and comply with them and considers them to be binding conditions of the transaction entered into with the Seller. The Buyer who does not agree with the Terms of Use is forbidden to enter into the purchase and sale transaction with the Seller in respect of the Product.

In addition to the Terms of Use, legal relations between the Seller and the Buyer arising from the use of the online environment shall be also regulated by the legislation of the Republic of Estonia and by the GDPR, by which the Seller and the Buyer shall be also guided in issues not specifically regulated by the Terms of Use.

The privacy of the Buyers is important for the Seller and the objective of the current privacy conditions is to, among other things, ensure clarity regarding how the Seller collects, uses, publishes, forwards and saves personal data. The Seller values the protection of the clients' (Buyers') privacy and has thus employed procedural and technical means to ensure the immunity of the Buyers' safety and personal data. Privacy conditions are specified in chapter 7 (Privacy policy) of the current Terms of Use.

The Seller shall collect data regarding the User that arise from using the online environment, including, for example 1) data regarding the services that enable the Buyer to create accounts or profiles, inc. data that are necessary for creating the account or profile (e.g Buyer's name and e-mail address); 2) if the Buyer submits an order in the online environment, where the Buyer's name, contact data, delivery address and billing address, as well as credit card data are required, which are necessary for processing the order; if the Buyer participates in a campaign organized or sponsored by the Seller; 4) if the Seller asks to answer a questionnaire that will be used for research, analysis or measuring client groups; 5) for marketing; 6) for communicating with the Buyer (incl. answering to queries); 7) to improve the services and the online environment and user friendliness; 8) informing the Buyers; 9) for processing the orders, incl. forwarding and delivering the Products; 10) to conduct surveys; 11) for organizing sales campaigns, etc.

The Seller confirms that any third party with whom an app shares user data (in compliance with these Terms of Use) — such as analytics tools, advertising networks and third party SDKs, as well as any parent, subsidiary or other related entities that will have access to user data — will provide the same or equal protection of user data as stated in the app's privacy policy and required by these Terms of Use.

The Seller shall keep the Buyer's personal data as long as it is necessary to meet the aforementioned objectives. The Buyer has the right to demand the deletion or modification of their data in the Seller's database. The Buyer has the right to proclaim their wish to not receive offers or services by the Seller. It is possible to demand the deletion or modification via the account on the online environment or via e-mail.

1. Parties to the transaction

1. The Seller, an administrator of the online environment, is a commercial entity called Nordic Digital AS (registry code: 10240231, registered office: Tööstuse way 6, village of Tõrvandi, rural municipality of Kambja, 61715 Tartu County, phone no. 800 3686, e-mail info@photopoint.ee)
2. Any physical person of at least 18 years of age or any legal person who, prior to entering into the purchase and sale transaction and using other online environment services, confirms that they have read the Terms of Use, agree with them and undertake to comply with them can be the Buyer.
3. If the Buyer is a natural person under the age of 18, the Buyer confirms by entering into the purchase and sale transaction that his or her legal representative has approved of the transaction to be entered between him or her and the Seller in accordance with the law, or that he or she will execute the transaction using the means given to him or her for that purpose or for free use by his or her legal representative or a third person with the consent of the legal representative.

2. Product Prices, Availability and Product Information

1. All Prices of the Products sold in the online environment are in euros and include VAT valid in the Republic of Estonia at the moment of entry into the purchase and sale transaction, as well as other taxes established by the

state and the municipality (unless the Product description specifies otherwise).

2. If the Buyer requests the Product to be delivered, the Buyer undertakes to also pay the transportation fee for delivery of the Product to the specified destination (hereinafter Transportation Fee). The Transportation Fee is specified in the online environment and depends on the delivery type and provider.
 3. The Seller has the right to change the prices of the Products at any time without prior notification. If the Seller changes the prices of the Products after the Buyer has placed an order in respect of the Product, the Seller undertakes to sell the Product to the Buyer for the price, which was valid at the moment of entry into the purchase and sale transaction by the Buyer, i.e. at the moment when the Buyer paid for the Product under clauses 4.9., 4.10. or 4.11. hereof and the purchase and sale transaction was deemed to have been entered into under clause 4.12. hereof. If the price changed by the Seller is more favorable than the price which was valid at the moment of entry into the purchase and sale transaction by the Buyer, the Buyer has no right to require the Seller to reimburse him or her for the price difference or to sell the Goods for more favorable price set after the purchase and sale transaction was entered into.
 4. If due to a mistake (technical error, employee's mistake or another circumstance) the price of the Product offered at the online environment is unreasonably low compared to the usual market price of this Product and the Seller has not specifically indicated next to the Product that it is a discount set by him in respect of the Product or provided any other reason for the discount, the Seller has the right to withdraw on the terms given in clause 6.10. hereof from the purchase and sale transaction entered into with the Buyer with the wrong price caused by such technical error, provided that the Seller has not yet sent the Product to the Buyer's delivery destination in order to execute the purchase and sale transaction.
 5. If the Product description refers to the inventory, the quantity of the Product is limited. When using the online environment, the Buyer has to take into account that due to technical peculiarity of inventory accounting of the Products in the online environment, the actual state of the Products inventory is reflected with some time lag and may differ from the actual state. The Buyer should also take into account that the desired Product will be reserved for the Buyer from the Seller's inventory only after payment for the Product has been made in accordance with the Terms of Use and after invoice for the Product has been issued by the Seller. That is why the Seller shall not be liable if at the time of placement of the order by the Buyer the desired Product is labeled as "Product Available", but at the time of entry into the purchase and sale transaction the desired Product turns out to be out of stock at the Seller's warehouse ("Out of Stock"). In the latter case the purchase and sale transaction automatically becomes void and the Seller shall not be liable for any damage which may be caused to the Buyer due to unavailability of the Product. The Seller shall also not be liable in the situation when immediately after the Buyer has paid for the Product the Seller runs out of the Product desired by the Buyer. In that case the Seller has the right to withdraw from the purchase and sale transaction on the terms laid out in clause 6.10. hereof and in that situation the Buyer is entitled neither to require the Seller to perform the purchase and sale transaction nor to provide reimbursement for possible damage.
 6. When using the online environment, the Buyer is obliged to regard the fact that the Product pictures shown on the Product information page are illustrative and may somewhat differ from the actual appearance of the Product. In order to get the full overview of the desired Product (incl. technical specifications and the appearance of the Product), the Buyer is entitled to contact the Seller via the website or the contact information thereof.
 7. When using the Estonian version of the online environment, the Buyer agrees that information about the Products can be displayed in other languages (i.e. not in Estonian). If the Buyer desires additional information regarding the Product or the foreign information is not well understood, the Buyer has the right to request additional relevant information in Estonian from the Seller via an online form. If the Buyer does not agree with information being displayed in foreign languages in the aforementioned manner, the Buyer is obliged to select another language or leave the online environment.
3. Placement of an Order and Entry into a Purchase and Sale Transaction
1. To effect a purchase and sale transaction in respect of the Product the Buyer must fill in all the necessary fields in the online environment and upload all required files (if the online environment gives the Buyer that option) that are necessary for providing the service by the Seller.
 2. The Buyer is obliged to send a payment for the Products to the Seller's account. The sale purchase and sale transaction enters into force after the price of the order (which could include the Price of the Product, Transportation Fees and the costs for additional services) is credited to the Seller's bank account.
 3. The Buyer shall give the Seller the right to process and store his or her personal details. The Seller shall use the personal details provided by the Buyer only for the purposes of fulfilling the order, solving the problems that have arisen during fulfillment of the order, carrying out the company's market research in order to improve the quality of the service offered, designing new services and pricing strategies, as well as sharing the news of the service provider. The Seller warrants that any personal details provided by the Buyer while using the online environment or entering into the purchase and sale transaction shall be handled as confidential information. The conditions for protecting the personal information are specified in clause 8 of the Terms of Use.
 4. The Buyer is obliged to study the current Terms of Use prior to submitting the order and entering into the agreement. Upon placing the order, the Buyer confirms that he or she has read and understands the provisions in the Terms of Use. If the Buyer so desires, The Terms of Use can be printed out or saved digitally to their own storage device.
 5. If the Buyer has selected the "Invoice" option for payment, the Seller shall send the Buyer an invoice in pdf-format to the e-mail address specified by the Buyer, which the Buyer undertakes to pay immediately.
 6. The Seller will not deliver the Product to the Buyer before receiving full payment for the Product. When the order has been successfully placed and the purchase and sale transaction entered into, the Seller will send an electronic order confirmation to the e-mail address indicated by the Buyer.
 7. If within 3 calendar days of placing the order the Buyer fails to pay for the Product specified therein, the Seller

shall cancel the order.

4. Fulfillment of the Order

1. The Seller undertakes to immediately execute the contract after concluding the contract and receiving the full payment regarding the transaction to the Seller's banking account.
2. If it is necessary to deliver the Product in order to fulfill the transaction, the Products purchased by the Buyer shall be transported to the address specified by the Buyer generally within 3 working days and the delivery shall take place during working days between 09:00-17:00. If possible, the transportation company's representative will call the specified phone number ahead of time and agrees upon the specific delivery time with the Buyer. The Buyer is obliged to ensure that he or she or an authorized person is at the delivery address to collect the Product.
3. If the delivery destination indicated by the Buyer is located outside the Republic of Estonia, the Seller shall agree upon the delivery time with the Buyer in respect of each Product separately. Specific terms and conditions of delivery to a location outside the Republic of Estonia will depend on the terms and practices of an international transportation company. Generally, the delivery period is 3-7 working days inside the European Union and 14-30 days for countries outside of the European Union. The delivery period could be longer in cases where the Product's availability, special features or characteristics deem so, however the Seller obliges to notify the Buyer about this. Delivery fees are paid by the Buyer.
4. If upon entry into the purchase and sale transaction it is discovered that the Product purchased by the Buyer is not in the Seller's warehouse and should be specifically ordered from the supplier and it is clear that it is not possible to deliver the Product within the time limit specified in the Terms of use, or in other cases when the Product cannot be delivered on time due to circumstances for which the Seller is not responsible, the Seller shall notify the Buyer thereof within 2 working days of becoming aware of the problem relating to the delivery of the Product either by calling the contact number or writing to the e-mail address specified by the latter when the order was placed and shall also notify about the new approximate date of delivery of the Product ordered by the Buyer.
5. If the delay in the delivery of the Product to the delivery destination or any other misunderstanding relating thereto is caused by inaccuracy or incorrectness of the personal details provided by the Buyer when placing the order, the Seller shall not be liable for such a delay and the Buyer does not have the right to withdraw from the purchase and sale transaction under clause 6.1. of the Contract.
6. If the Product is ordered with the delivery service to the address specified by the Buyer, the Product purchased by the Buyer shall be handed over by a representative of the transportation company to the Buyer along with the accompanying document. Prior to signing the accompanying document, the Buyer should inspect the Product and, if any external damage is discovered, make a corresponding note in the accompanying document in as much detail as possible. The Buyer should notify the Seller of the non-compliant Product via the Online environment. At the request of the Buyer the Seller shall replace the Product if its package has been damaged by the transportation company.
7. When accepting the Product and starting using it, the Buyer should make sure that he or she opens the packaging carefully without causing any damage to it in order to keep the packaging and manufacturer's stickers and serial numbers intact so as to eliminate the risks relating to withdrawal from the contract, should the Buyer wish to do so, in accordance with clause 6.8 hereof.

5. Withdrawal from Purchase and Sale Contract

1. The Buyer has the right to withdraw from the purchase and sale contract in the case specified in clause 5.4. hereof, i.e. in a situation when the purchase and sale transaction has been entered into between the Buyer and the Seller, but delivery of the Product to the delivery destination specified by the Buyer is exceeding the time limit specified in the Terms of Use for reasons arising from the Seller. The Buyer has the right to withdraw from such a contract within 3 working days of learning from the Seller about the delay of the Product and the reasons for that, by submitting to the Seller a corresponding withdrawal application in a format enabling written reproduction (see annex 1).
2. The Buyer who is a natural person has the right to withdraw from the purchase and sale contract within 14 calendar days of receipt of the Product. To withdraw from the purchase and sale contract the Buyer has to send the Seller within the specified period of time a withdrawal application in a format enabling written reproduction, in which the Buyer should specify whether he wants by withdrawing from the contract to receive back from the Seller the amount paid for the Product or to exchange the Product for some other Product offered by the Seller. To exercise the right of withdrawal, the Buyer may use the standard withdrawal application contained in Annex 1 of the Terms of Use. The Buyer shall be deemed to have timely fulfilled the obligation to return the Product, if he or she has sent back the Product which is the object of the contract within the time period named in the first sentence of the present clause of the Terms of Use.
3. The Buyer does not have the right to withdraw from the purchase and sale contract under clause 6.2 hereof, if the Product being the object of the contract of purchase and sale is one of the following:
 1. an item, the price of which depends on the fluctuations of the financial market, which the Seller cannot influence and which can become apparent within the withdrawal period;
 2. an item, which has been produced taking into account the Buyer's personal needs (e.g developed photos, etc);
 3. an item, which has been produced according to the conditions specified by the Buyer;
 4. an item, which deteriorates or gets out of date quickly;
 5. an item in closed packaging, which is not suitable to be returned for reasons of health or hygiene (mainly, but not only – health products, incl. items that are meant used in intimate regions and for producing gracious satisfaction) and if it has been opened after delivery;
 6. an item, which due to its nature is mixed or joined upon handover with other items in such a way that these cannot be separated anymore;
 7. urgent repair or maintenance work, if the consumer has arranged a call-out;

8. handover of audio and video recordings or computer software in sealed packaging, if the consumer has opened the packaging;
 9. a newspaper, a magazine or another periodical.
 10. already been used by the Buyer (e.g. used beauty and health products, etc);
 11. impossible to reproduce due to its nature (e.g. Products sent electronically: video lectures, downloadable files, etc).
4. In the event of the Buyer's withdrawal from the contract the Seller undertakes to return to the Buyer the Product purchase price and cost of delivery (if delivery costs were applicable). If the Buyer has chosen a method of delivery different from the cheapest method of delivery offered by the Seller, the Seller is not obliged to return to the Buyer the amount exceeding the cost of the cheapest method of delivery. The Seller has the right to refuse to make any repayments until the Buyer has returned the Product being the object of the contract or has provided proof that the Product has been sent back.
 5. The Seller shall transfer the amount for the returned Product to the bank account indicated by the Buyer no later than within 14 calendar days of receipt of the withdrawal application, provided that the Buyer has within the same time period returned the Product to the Seller or presented the Seller with the evidence that he or she has sent the Product back to the Seller, the Product conforms to the requirements set out in clause 6.6 hereof and there are no grounds for reducing or setting off the amount to be returned to the Buyer under clause 6.8. hereof.
 6. The Product to be returned by the Buyer must be complete (with all the items contained in the Product packaging, including package and additional items). Product must be returned with undamaged original package. If the Product has been purchased in a campaign where some other product has been added to the Product, the Buyer has to return the whole set, i.e. both the Product and other products.
 7. The Buyer shall bear direct expenses related to returning the Product to him or her. The Buyer shall bear the transportation fee relating to the return of the Product, except when the Product does not conform to the description specified in the online environment. In the event of the Buyer's withdrawal from the contract, the Buyer shall bear the expenses relating to the return or collection of the Product in a situation when due to its nature the Product cannot be returned by ordinary postal service.
 8. If the Product (and/or the Product packaging) being returned by the Buyer has deteriorated or has been damaged or broken and such deterioration/damage has been caused by the circumstances arising from the Buyer, the Seller has the right to offset the reduction in the value of the Product against the amount that has been paid by the Buyer for the Product and should be returned to the Buyer. The Buyer shall be liable for reducing the Product value, if the reduction in value has been caused by using the Product in a way different from the one necessary to explore the essence, characteristics and functioning of the Product. In order to use the Product in a manner allowed, the Buyer has to handle and use the item only in a way permissible when purchasing a product in a retail store.
 9. In order perform offsetting, the Seller shall send the Buyer the offsetting application to the e-mail address indicated by the Buyer when placing the order. If the Buyer does not agree with the reduction in value indicated in the offsetting application, the Buyer has the right to engage an independent expert in order to determine the reduction in the value of the Product. Expenses related to the expert assessment shall be divided equally between the Buyer and the Seller, except when the position of one party is clearly shown to be without merit by the expert assessment. In that case the expenses relating to the expert assessment shall be borne by the party whose position has clearly turned out to be without merit.
 10. The Seller has the right to withdraw from the purchase and sale contract in the case set out in clause 3.4. hereof, i.e. in a situation when due to a technical error the price of the Product offered in the online environment has become/has been made unreasonably low compared to the market price of the respective Product and the Seller has not separately indicated next to the Product that it is a discount established by the Seller and the Seller has not yet sent the Product to the Buyer's delivery destination in order to execute the purchase and sale transaction. The Seller has the right to withdraw from the purchase and sale contract also in the case stipulated in clause 3.5. hereof, i.e. in a situation when immediately after the Buyer has paid for the Product the Seller has run out of the Product desired by the Buyer. The Seller has the right to withdraw from the above-named transactions within 3 working days of learning about the transaction by submitting to the Buyer a corresponding application in a format enabling written reproduction (preferably to the e-mail address indicated by the Buyer). In the event of withdrawal from the transaction, the Seller undertakes no later than within 10 calendar days to return to the Buyer the purchase and sale price paid by the latter for the Product together with the Transportation Fee.
 11. In addition to the right to withdraw from the contract set out in clauses 6.1., 6.2. and 6.10. hereof, both the Buyer and the Seller are entitled to have recourse to other legal remedies arising from law in the case of breach of the Terms of Use or non-conformity of the Product.
6. Seller's Liability for Non-Conformity of Products and Commercial Warranty of Producer
 1. The Seller shall be liable for defects and non-conformity of the Product to the terms and conditions of the contract, which become apparent within 2 years from delivery of the Product to the Buyer. Within the first six months from delivery to the Buyer, it is presumed that the defect was already present during delivery.
 2. In case the Product has defects, the Buyer has to notify the Seller of them no later than two months from the arising of the defect, by presenting the Seller a claim in a format which can be reproduced in writing. In the claim, the Buyer must note their name and contact data, the date of the claim, the date of the defect on the Product and the description of the defects, the claim towards the Seller regarding the Product and the document proving the transaction between the parties. The Seller shall answer to the Buyer's complaints within 15 days in writing or in a format which can be reproduced in writing.
 3. The Buyer has the right to demand that the Seller fixes the Product that has defects or does not comply with requirements, or replaces it with a Product that does not have defects and which complies with the requirements.

In case this is impossible or unreasonable, the Buyer has the right to withdraw from the contract. If the Product has defects which the Seller is liable for, the Seller shall repair or replace the defective Product. At the same time, the Buyer is obliged to return the defective Product to the Seller. If it is impossible to repair or replace the Product, the Seller shall return all fees related to the sales agreement to the Buyer after the Buyer has returned the defective Product to the Seller.

4. The Seller shall not be liable for the defects detected in the Product, which have been caused through the Buyer's fault or due to improper use of the Product.
5. In addition to the Seller's liability set out in clause 7.1. hereof, the Product may be also covered with a commercial warranty provided by the producer of the Product; detailed content, duration, area of validity, etc. of such a warranty, as well as its other conditions are laid down in the commercial warranty terms provided by a specific producer of the Product. To obtain information about the availability and detailed terms of the commercial warranty of the producer of the Product, the Buyer has the right to contact the Seller via the online environment or the contact data thereof.

7. Data protection and privacy conditions

1. The privacy of the Buyers is important for the Seller and the objective of the current privacy conditions is to, among other things, ensure clarity regarding how the Seller collects, uses, publishes, forwards and saves personal data. The Seller values the protection of the clients' (Buyers') privacy and has thus employed procedural and technical means to ensure the immunity of the Buyers' safety and personal data.
2. The Seller has employed reasonable measures to ensure the safety and immunity of the personal data of the Buyers. In doing so, the Seller shall follow the principles described in the Data Protection Directive of the European Union (directive 95/46/EC).
3. The Seller shall collect the data that arise from using the online environment, including, for example 1) data regarding the services that enable the Buyer to create accounts or profiles, incl. data that are necessary for creating the account or profile (e.g. Buyer's name and e-mail address); 2) if the Buyer submits an order in the online environment, where the Buyer's name, contact data, delivery address and billing address, as well as credit card data are required, which are necessary for processing the order; if the Buyer participates in a campaign organized or sponsored by the Seller; 4) if the Seller asks to answer a questionnaire that will be used for research, analysis or measuring client groups; 5) for marketing; 6) for communicating with the Buyer (incl. answering to queries); 7) to improve the services and the online environment and user friendliness; 8) informing the Buyers; 9) for processing the orders, incl. forwarding and delivering the Products; 10) to conduct surveys; 11) for organizing sales campaigns, etc.
4. The Seller shall collect information regarding the usage of the online environment via the software and other applications of the device used, for example; 1) logging details, incl. usage time and duration of the online environment, search keywords that the Buyer enters into the online environment and other information that is stored in cookies that the Seller saves into the Buyer's device; location data, incl. the GPS signal of the Buyer's device or information regarding nearby WiFi and mobile data networks that could be forwarded to the Seller during using the online environment; other data, incl. the Buyer's active applications, visited websites and information regarding how the Buyer communicates with the content provided in the online environment.
5. The Seller retains the right to collect other data regarding the Buyer's device or Buyer's usage of the online environment in ways that the Seller explains the Buyer at the time of collecting such information or otherwise, with the Buyer's permission.
6. The Buyer has the right to deny the Seller access to particular types of personal data, but that could inhibit the Buyer's options when using the online environment.
7. The Seller shall use the Buyer's collected data for the following, but not limited to, purposes: 1) to register the Buyer as a user in the online environment; 2) to offer the Buyer the Products and services offered in the online environment; 3) to offer related content, Products and individual services to the Buyer, according to the Buyer's earlier activities in the online environment; 4) for marketing, for example offering advertisements directed to the Buyer; 5) for evaluating and analyzing the Seller's market, clients, Products and services (incl. conducting surveys regarding the Buyer's opinion about the Seller's Products and services and client surveys); 6) for understanding how people use the online environment so that the seller could increase the quality of services and offer new Products and services; 7) for organizing competitions and advertising campaigns; 8) for offering help to the Buyer if the Buyer has requested additional information or submitted a request to the Seller; 9) for notifying the Buyer about changes in the Products and services offered by the Seller; and 10) for other purposes with the Buyer's permission.
8. The Seller shall not publish or distribute the Buyer's personal data to third parties for their own independent marketing or business-related pursuits without permission from the Buyer.
9. The Seller can publish the data, among other things: 1) to service providers that offer Products in the Seller's name. Those entities can use the Buyer's data only for selling the Products sold by the Seller; 2) to financial enterprises (e.g. partners offering leasing or installments) or to companies offering card payments. The connection with the online bank and the Buyer is protected by an SSL security protocol which ensures that the information exchanged cannot be intercepted or changed by other parties, it is encrypted. When paying for an order via a direct link to the bank or a credit card, the Buyer inserts their data directly to the bank's card host server or to the company's server enabling payment via a credit card. Protection of the Buyer's data is regulated by contracts between the banks, leasing service partners, card centers of the banks and the online environment and examined by the Estonian Data Protection Inspectorate; 3) to Seller's affiliates, on the condition that publishing is necessary for fulfilling the services; 4) to other companies in contact with the Seller via their business transactions, in cases of asset pooling or transfer or business transactions or bankruptcy; 5) to other persons when the obligation to reveal personal data is derived from the legislation or the need to protect the online environment, incl. complying with applicable legislation or reacting to mandatory legal process (e.g. order of the court); to check or demand

meeting the requirements that regulate using the online environment; to protect the rights, financial interests or security standards of the Seller or Seller's affiliates, business partners or clients.

10. The Seller shall keep the Buyer's personal data as long as it is necessary to meet the aforementioned objectives. The Buyer has the right to demand the deletion or modification of their data in the Seller's database. The Buyer has the right to proclaim their wish to not receive offers or services by the Seller. It is possible to demand the deletion or modification via the account on the online environment or via e-mail.
 11. The Buyer accepts that their personal data shall be collected, forwarded, saved and processed in a location outside of their place of residence, in accordance with the Terms of Use. It must be considered, however, that the countries where the Buyer's data may be forwarded to, may not necessarily have the same laws regarding data protection and other issues than those in the Buyer's native country.
 12. The Seller shall take reasonable measures to ensure that the Seller retains information about the Buyer only as long as it is necessary to collect it or as long as the applicable legislation sees fit.
 13. The Seller and third persons, who are responsible for the operating the services of the online environment, have the right to use cookies, beacons and other technologies in specific sections of the online environment.
 14. Cookies are small data files that the online server sends to the web browser and which collect data about the Buyer's computer, television, mobile phone or other device as long as the Buyer uses the online environment. They allow the entity, who inserted the cookie into the Buyer's device, to recognize the Buyer over websites, services, devices and/or browsers. Cookies are also useful as a functional unit, e.g 1) cookies remember the Buyer's login details, therefore, the Buyer does not have to reinsert them every time they use the online environment; 2) cookies help the Seller and third persons identify which parts and sections of the online environment are the most popular and determine which sites and functions the users see and how much time they spend on those websites. Analyzing this data allows the Seller to develop the online environment to meet the client's needs and improve the user experience; 3) cookies help the Seller and third persons to see which advertisements the Buyer has seen, so that the same advertisement will not be shown every time the Buyer enters the online environment; 4) cookies help the Seller and third persons offer the Buyer appropriate content and advertisement, by collecting information about the online environment and other websites and applications that the Buyer uses.
 15. If the Buyer uses the online environment via a web browser, the Buyer can configure their browser so that it would allow all cookies, block all cookies or notify about cookies. Each web browser is different, which is why the Buyer has to look under the "Help" menu how to configure their cookie settings. The Buyer's operating system may include additional settings regarding cookies.
 16. The Buyer has the right block cookies by activating the function that blocks cookies in the browser. Some services may have been created in a way that they only work when the cookies are allowed and blocking cookies can affect the Buyer's ability to use the services or parts thereof.
 17. The Seller can, with specific third parties, use the "beacons" technology (packages or "pixels" sent by the base station), the purpose of which is to forward information from the Buyer's device to the server. The beacons can be added to the content of the website, videos and e-mails and they allow the server to read the specific information regarding the Buyer's device; to see when the Buyer has viewed some specific content or e-mail, to determine the date and time when the Buyer looked at a specific beacon and see the Buyer's IP address. The Seller and third persons use the beacons for different purposes, including analyzing the usage of the online environment and (with cookies) presenting the Buyer with content and advertisements in accordance with the Buyer's preferences.
 18. The Seller can use the web beacons attached to the online environment or e-mail, which allow the Seller to determine, among other things, whether and how much a specific page on the online environment has been visited. For example, electronic images can function as beacons (incl. banners, pictures, etc.).
 19. The Seller does not knowingly collect data from minors (people younger than 18 years of age). Before people younger than 18 years of age reveal personal data, they must ask for permission from their parents and/or guardian. Revealing the data regarding the permission of the parent and/or guardian is prohibited for minors.
 20. The Seller has the right to collect data without the use of the World Wide Web (offline) (for example when the Buyer calls the Seller and submits, clarifies or amends their personal data to the Seller). If the Seller inserts the Buyer's data to the database on the online environment, the Seller uses SSL security protocol for that.
 21. The Seller retains the right to unilaterally change the aforementioned privacy conditions without prior notice to the Buyer. The Buyer has the obligation to refer to the privacy conditions each and every time they use the online environment.
 22. The Seller is not responsible for any privacy or data protection conditions that are linked to or from the Seller's online environment.
8. Amendment of Terms of Use, Liability, Dispute Resolution, Copyright
1. All copyright in the works presented in the online environment belong to the Seller or the Seller has previously acquired a respective right. The copyright also applies to these Terms of Use.
 2. The Buyer has the right to save these Terms of Use in order to ensure, if necessary, their reproduction on a durable data carrier at the time of entry into the purchase and sale transaction. Saving is possible by selecting the option "Save" in the top right corner of the Terms of Use.
 3. The Seller has the right to unilaterally amend in full or in part the Terms of Use without prior notification. Changes shall enter into force as of their publication on the online environment. If the Buyer had placed the order before amendments to the Terms of Use entered into force, the Terms of Use in force at the time of placement of the order by the Buyer shall apply to the legal relations between the Buyer and the Seller, unless otherwise is provided for by law or the Terms of Use.
 4. The Parties to the Terms of Use shall be liable towards each other for any damage caused by breaching the Terms of Use in the cases and to the extent provided for in the legal acts of the Republic of Estonia currently in force. The Seller shall not be liable for damage caused to the Buyer or for the delayed delivery of the Product, if

such damage or delay is due to the circumstance, which the Seller could not have influenced and the occurrence of which the Seller had not and could not have foreseen (Force Majeure).

5. The Parties shall try to resolve by negotiation any disputes arising between the Buyer and the Seller when using the online environment or entering into and performing the purchase and sale transaction. In the event of failure to achieve an agreement, the Buyer has the right to turn for protection of his or her rights to the Consumer Complaints Committee operating under the Consumer Protection Board or to court. When going to court, the Buyer and the Seller have agreed that the dispute shall be resolved by the court at the location of the Seller.
6. If the Buyer is a legal person or a sole proprietor, the provisions relating to special consumer rights shall not apply to the purchase and sale contract (the so-called consumer protection provisions).

Annex 1 – The standard withdrawal application

Sending the current filled out withdrawal application to the Seller enforces the withdrawal from the contract and encompasses legal consequences deriving from the contract and legislation to both the Buyer and the Seller.

To whom:

Nordic Digital AS (registry code 10240231, address Tööstuse way 6, village of Tõrvandi, rural municipality of Kambja, 61715 Tartu County, phone no. 800 3686, e-mail info@photopoint.ee)

I hereby withdraw from the contract for:

(note the name, make and serial code of the Product)

Date of order

Date of receipt

Reason for withdrawal (*optional*):

Buyer's name:

Buyer's address:

Buyer's e-mail address:

Buyer's signature (only if the current form is submitted in writing)

Date of submitting:
