

CONTACT INFORMATION

Name: Porter LD, Limited Liability Company for the production of watches and jewelry

Short name: Porter LD d.o.o.

Headquarters: Gruška ulica 6, 10 000 Zagreb, Croatia

Office address: Gruška ulica 6, 10 000 Zagreb, Croatia

The Company entered in the register of the Commercial Court in Zagreb under number Tt-1729976-4, registration number 2.

Commercial bank and account number IBAN: Erste&Steiermärkische Bank d.d., HR8724020061500111513

VAT: 41831192367

Company registration number: 080839708

Company members: Luka Marinović, Ivan Marinović

Authorized representatives: Luka Marinović, Ivan Marinović

Telephone Number: +385 1 8008 075

E-mail address: info@watchclick.com

GENERAL INFORMATION

Before they start using the www.watchclick.com website (hereafter: the Website) owned by Porter LD d.o.o., the users, i.e., the buyers, are obliged to become acquainted with the Website's General Terms and Conditions. If they have any additional questions or doubts regarding the General Terms and Conditions, they can send all questions in writing to e-mail address info@watchclick.com.

By accessing the Website or using any part of its contents, the user accepts the General Terms and Conditions of the Website, as well as any other rules and terms of usage for the above-mentioned Website and services it provides. The users agree that they will not use the Website in such a way that harms its authors or any other third person, and they accept all the risks connected with using the Website and its services. If the user does not agree with the above noted, they must stop using the Website and all the services it provides.

The Website content is protected by copyright law. Any modifications, leasing, sale or distribution of the Website content is possible only with prior written permission from Porter LD d.o.o.

Porter LD d.o.o. provides the Website usage in the best way possible. This includes server monitoring, capacity expansion according to the number of users, user support, and elimination of any errors and problems in system operation. Porter LD d.o.o. does not hold responsibility for possible problems with the functioning of the Website and services. Porter LD d.o.o. cannot guarantee that the Website usage will not be interrupted or without errors. The user agrees that the access to the Website can sometimes be interrupted or temporarily unavailable.

The users use the Website at their own responsibility. Porter LD d.o.o. is in no way responsible for any damage that user may undergo by using the Website. The authors and other physical or legal persons involved in the creation, development and distribution of the Website are not responsible for any damage caused by the use or inability to use the Website.

Porter LD d.o.o. retains the right to block access to the Website to any user when the Website is used inappropriately. Porter LD d.o.o. retains the right to refuse access to the Website to anyone, based on its own assessment. The user agrees that they will use the Website in a way that does not endanger its resources and services. Inappropriate use of the Website is forbidden and results in termination of the right to access the Website.

The user must keep their user account information secret and is completely responsible for any damage resulting from unauthorized use of their user account.

Porter LD d.o.o. retains the right to modify or amend the General Terms and Conditions at any moment. Modifications take effect with the day of publication at the Website. Continued use of the Website or any part of its contents is considered to represent an agreement to modified or amended General Terms and Conditions. Porter LD d.o.o. recommends periodical checking of General Terms and Conditions, in order to be informed of the possible modifications.

Porter LD d.o.o. retains the right to modify, amend or terminate any part of its operation, at any moment and without prior notice, including the Website or any of its parts, services, subpages, or any other service it provides. The right includes, but is not limited to, change of the time of content availability, availability of any data, any means of transfer, as well as the rights to access or use the Website.

It is the duty and obligation of the user to use the Website in accordance with positive regulations and general moral and ethical principles. Porter LD d.o.o. retains the right to execute control of the Website's content, in order to ensure compliance with the General Terms and Conditions and all positive regulations. All modifications of terms and conditions are valid immediately upon their publication at the Website.

TERMS OF SERVICE

The consumer, with the status of buyer, concludes a purchase agreement with Porter LD, Limited Liability Company for the production of watches and jewelry (hereafter: Porter LD d.o.o.) with the status of seller.

Legal entities as buyers are subject to the Civil Obligations Act (Zakon o obveznim odnosima) and the Electronic Commerce Act (Zakon o elektroničkoj trgovini), so the Consumer Protection Act (Zakon o zaštiti potrošača) does not apply.

These General Terms and Conditions are applicable to legal entities in the section that defines prices and payment methods, basic product features, agreement conclusion procedure, description of delivery methods and costs, general information, waiver of liability, warranty and service conditions, and the moment of agreement conclusion. The seller may, upon its own choice and in each specific case, provide the legal entity with the rights provided to the buyer who is a consumer.

A user is a person that uses the www.watchclick.com website, including any buyer or visitor of the www.watchclick.com website.

Making a purchase agreement through the www.watchclick.com website is regulated in accordance with legal provisions, particularly taking into account the principles and provisions of European Union directives. Contracting through the www.watchclick.com website is considered to be a distance contract.

The General Terms and Conditions also represent pre-contractual information, and are valid for the purposes of a purchase agreement where the buyer is a consumer, i.e. any physical person who concludes a legal business or acts in the marketplace outside of their trade, business, artisan or professional activity, and when the agreement is signed between a seller and a consumer by means of an organized system of sale or services, without a concurrent physical presence of the seller and the buyer at the same place, and where one or more means of distance communication are exclusively used up to the moment of the conclusion of the agreement.

The means of distance communication are all means that can be used for distance contracting without the concurrent physical presence of the seller and the buyer, such as the Internet and e-mail.

The agreement is concluded in the moment when the seller accepts the buyer's bid, and all the content published at the www.watchclick.com website represents an invitation to bid. The seller can terminate the purchase agreement if the buyer does not pay the purchase price amount, and the seller is not obliged to deliver the product until the moment of the receipt of the purchase price amount.

The constituent part of the General Terms and Conditions are also the General Personal Data Protection Conditions. If the user fails to comply with the General Terms of Business and Data Protection Information, they must leave and not use the website www.watchclick.com.

The official language for the conclusion of agreement is English.

MAIN FEATURES OF PRODUCTS

The buyer is introduced to main product features at the www.watchclick.com website.

Porter LD d.o.o. reserves the right to modify the information at the website, including the product prices and special offers, without prior notice.

Next to the product image, a description of the important product features is available, as well as the product's price with VAT included.

Prices, payment conditions and special offers are valid only at the time of order and/or payment.

AGREEMENT PROCEDURE

The purchase is performed on the Porter LD d.o.o. website www.watchclick.com by filling the designated form. When filling the form, the buyer is obliged to fill in all the required data.

The purchase can be made only with the buyer's confirmation that they have read and understood the General Terms and Conditions, and that they are aware that this constitutes an order with obligation to pay.

The purchase is possible 24 hours a day, 7 days a week. Porter LD d.o.o. is not responsible for any costs incurred by the use of computer equipment and telecommunication services necessary to access the service. The buyer will be informed via e-mail about order confirmation (the receipt of the electronic message that includes the buyer's bid) and about the package shipment.

In case that Porter LD d.o.o. is, for whatever the reason, not able to deliver some of the products ordered, the buyer will be contacted via e-mail by a Porter LD d.o.o. employee with the purpose of making arrangements about delivery of a replacement product, or optionally about product order cancellation.

The purchase of products and/or services on behalf of and for the benefit of a minor or a person deprived of their business capacity (completely or partially) can be performed only by their legal representatives.

The purchase is performed by ordering available products that are chosen by the buyer, based on the product's photograph and basic information. The photographs are illustrative and do not always and, in all details, have to match the available products. The purchase is performed through several simple steps in the comfort of a buyer's home, from anywhere in the world.

1. **Product search is possible by different criteria.** After entering a term in "Search" box, products related to the search term will appear. The buyer can choose a product of their interest, and read available product description, in order to make an independent decision whether the product suits their needs. The buyer chooses the products from the Porter LD d.o.o. products catalogue, which is arranged by product categories.
2. **The ordering of products is conducted electronically.** By clicking on "**Add to Cart**", the selected product is added to the shopping cart. The product is neither reserved, ordered nor purchased by adding it to the bag alone.

The buyer can continue to add products by clicking on "**Continue Shopping**" or finish the product selection process by clicking on "**Proceed to Checkout**".

Before clicking on "**Proceed to Checkout**", the buyer can add additional comments.

Also, the purchase cannot continue without checking the "**I agree with Terms & Conditions**" checkbox, where by checking it the buyer confirms that they have read and understood the Terms and Conditions, and that they agree with them.

The buyer will then be redirected to a page where they can state their contact and shipping address.

By clicking on "**Continue to shipping**", the buyer can confirm the shipping method, and then click on "**Continue to payment**".

Here, the buyer can:

- select payment method,
- enter a code if the customer has a coupon or gift card,

- edit the shipping or billing address.

When the buyer clicks on the "**Complete order**" icon and finalizes the order, the seller will send these General Terms and Conditions to their e-mail address, together with the order receipt, and the order number which confirms that the purchase order has been received and is being processed.

3. **The seller will also e-mail the buyer**, to their e-mail address, the confirmation of contracted purchase agreement.
4. **If the buyer does not receive the products ordered and paid for within 10 working days** (Saturdays, Sundays, and bank holidays excluded) after the date of payment, they must inform Porter LD d.o.o. about this by writing to the e-mail address info@watchclick.com.
5. **If the buyer did not receive the purchase confirmation via e-mail in 72 hours** or was not able to access the service in the way described in the e-mail, they must inform the seller about this by writing to the email address info@watchclick.com or by texting via WhatsApp to +385 1 8008 075 on working days (Monday to Friday) from 8 a.m. – 4 p.m. Central European Time.
6. In case that **Porter LD d.o.o.**, for whatever the reason, is not able to deliver some of the products ordered, the buyer will be contacted via e-mail by an employee of **Porter LD d.o.o.**, with the purpose of reaching an agreement about the delivery of a replacement product or, optionally, about the product order cancellation.
7. In case of problems or confusion during the ordering process, the buyer can contact **Porter LD d.o.o.** by writing to info@watchclick.com or by texting via WhatsApp to +385 1 8008 075, on working days (Monday to Friday) 8 a.m. – 4 p.m.

PRODUCT PRICES AND METHODS OF PAYMENT

The buyer is obliged to pay the product ordered by one of the following methods:

- Credit/Debit Cards (Visa, Mastercard, Maestro, Amex)
- Apple Pay

SECURITY OF ONLINE PAYMENT

While conducting payments on our web shop you are using **Stripe** – an advanced system for secure acceptance of credit cards on the Internet.

Stripe ensures complete privacy of your credit card data from the moment you type them in the **Stripe** payment form. Data required for billing is forwarded encrypted from your web browser to the bank that issued your payment card. Our store never comes into contact with your sensitive payment card data. Similarly, **Stripe** operators cannot access your complete cardholder data. An isolated system core independently transmits and manages sensitive data while at the same time keeping it completely safe.

The form for entering payment data is secured by an **SSL transmission** cipher of the greatest reliability. Payments made by cards enrolled with the 3-D Secure program are further authenticated by the issuing bank, confirming your identity through the use of a token or a password.

All information collected by **Stripe** is considered a banking secret and treated accordingly. The information is used exclusively for the purposes for which they were intended. Your sensitive data is fully secure and its privacy is guaranteed by the state of the art safeguard mechanisms. We collect only the data necessary for performing the work in accordance with the demanding prescribed procedures for online payment.

Security controls and operating procedures applied within the **Stripe** infrastructure not only ensure current reliability of **Stripe** but permanently maintain and enhance the security levels of protecting your credit card information by maintaining strict access controls, regular security and in-depth system checks for preventing network vulnerabilities.

SHIPPING POLICY

PRODUCT DELIVERY

The purchase agreement is concluded at the moment of acceptance of the buyer's bid, and the product will be delivered to the delivery service after the receipt of payment of the order price amount.

To the buyer who is a resident of the **European Union** the delivery will be completed **within 10 working days** (Saturdays, Sundays, and bank holidays excluded). For more information on the expected delivery time for your country, please see our FAQ.

The contracted purchase price includes all taxes and duties and is expressed in euros.

DELIVERY METHOD DETAILS

The ordered products are delivered by **Porter LD d.o.o.** under the terms specified under the "PRODUCT DELIVERY" section. The delivery is made through **GLS** – General Logistics Systems Croatia d.o.o. za usluge, Varaždinska 116, Popovec, VAT No. HR88360795357, and DHL International d.o.o, hitna dostava širom svijeta, Utijska 40, Zagreb, VAT no. HR79069474349.

Porter LD d.o.o. will check the correctness of each product before each shipment.

DELIVERY COSTS

Delivery is free for all orders over €150.

The delivery costs are paid in full by the buyer, except when otherwise indicated at the www.watchclick.com website.

Porter LD d.o.o. delivers in the European Union.

In case that Porter LD d.o.o. is unable to deliver the product ordered, it will inform the buyer about the circumstances. The buyer can cancel the order or wait until the product becomes available again. If Porter LD d.o.o. is not able to deliver the product within the agreed term of delivery, it will inform the customer about this, and the customer shall allow a reasonable additional term for meeting the requirements of the purchase agreement.

If the buyer does not accept the product or refuses to accept the product without a valid reason, Porter LD d.o.o. retains the right to claim the refund of costs incurred for manipulation, shipment, and other possible costs.

REFUND POLICY

RETURN POLICY

Porter LD d.o.o. (hereafter: the Seller) is responsible for material deficiencies of products up to the moment of transfer of risks to the buyer (the moment of handing items over to the buyer or any third person designated by the buyer, except the delivery service), regardless of whether the material deficiency was known to the Seller or not. Also, the Seller is responsible for those material deficiencies that arose after the risk has been transferred to the buyer if they were a consequence of pre-existing causes. It is assumed that the deficiency that arose within 6 months after the risks were transferred to the buyer existed at the time of risk transfer, except in cases when the Seller is able to prove otherwise, or the contrary is a consequence of the nature of the item or the nature of the deficiency.

The deficiency exists:

1. if the item does not have features required for its regular use or operation,
2. if the item does not have features necessary for a specific use that the buyer purchased it for, and this fact was known to the Seller or it had to be known to the Seller,
3. if the item does not have features and qualities that are explicitly or implicitly contracted, or stipulated,
4. if the Seller delivered an item that is not equal to a sample or a model, except in cases when sample or a model were presented for informative purposes only,
5. if the item does not possess features that otherwise exist with other items of the same kind, and those are the features that the buyer could reasonably expect to be present, in accordance with the nature of the item, especially taking into accounts all public statements given by the Seller, the manufacturer and their representatives about the item features (advertising, item labelling, etc.).

When, upon the receipt of an item by the buyer, it turns out that the item has a deficiency that could not be discovered by usual inspection at the time of delivery, the buyer must, under threat of loss of their rights, inform the Seller about such a deficiency as soon as possible.

The Seller is not responsible for deficiencies that arise more than two years after the item delivery. The rights of the buyer who informed the Seller in a timely manner about the existence of such deficiencies expire after two years, starting from the date when such information was sent to the Seller, except in cases when the buyer was prevented from exercising their right because of the Seller's fraud.

When the existence of a material deficiency is established, the Seller might have one of the following obligations, all in accordance with the Civil Obligations Act (Zakon o obveznim odnosima):

- removal of the deficiency,
- deliverance of another product without the deficiency,
- price discount,
- agreement termination.

Rights arising out of any material deficiency of an item are regulated by the Civil Obligations Act (Zakon o obveznim odnosima).

When the buyer is a legal entity, the regulations of material deficiencies from the Civil Obligations Act (Zakon o obveznim odnosima) apply, especially in parts where the material deficiency is regulated differently for legal persons, compared to regulations of these General Terms and Conditions, then the regulations from the Civil Obligations Act (Zakon o obveznim odnosima) apply.

RIGHT TO UNILATERAL AGREEMENT TERMINATION

The consumer can unilaterally terminate the agreement within 14 days, without giving reasons.

The 14 days term starts with the date when the product was delivered into the possession of the consumer, or a third person designated by the consumer, except the delivery service.

If the consumer orders multiple pieces of a product that need to be delivered separately, i.e., if the goods in case must be delivered in more than one piece or more than one shipment, the 14 days term starts with the date when the first such piece or the first shipment of the product was delivered to the consumer, or a third person designated by the consumer, except the delivery service.

If a regular delivery of goods is contracted for a certain period, the 14-day period begins on the day when the first piece or the first shipment of the product is handed over to the consumer or a third person designated by the consumer, who is not the carrier.

In case that the consumer was not notified about their rights regarding the agreement termination, the right of the consumer to unilaterally terminate the agreement expires 12 months after the 14 days term expiration.

In case that the Seller notified the consumer about their rights regarding unilateral agreement termination within 12 months, the right to unilaterally terminate the agreement expires 14 days after the date when the consumer received such a notification.

In order to execute their rights regarding the unilateral agreement termination, the consumer must inform the Seller about their decision to unilaterally terminate the agreement in the term no later

than 14 days, and with an unambiguous statement sent by mail to Porter LD d.o.o. address, Gruška ulica 6, 10 000 Zagreb, Croatia or by e-mail to info@watchclick.com, where the consumer must state their name and surname, address, telephone or fax number, or e-mail address, and the consumer may, according to their choice, also use the unilateral agreement termination form, provided below.

The unilateral agreement termination form can also be filled and sent online, by clicking [HERE](#).

The acknowledgement of receipt of the unilateral agreement termination statement by the Seller will be sent to the consumer immediately by e-mail. In case of agreement termination, each party shall return to the other party everything that it received based on the terms of the agreement. Except in cases when the Seller offers to personally take over the goods that the buyer wants to return, the Seller shall make the cash refund only after such goods are actually returned, or when the buyer provides proof that the goods were sent back to the Seller, in case that the Seller was notified about it before the goods were delivered.

The Seller has no obligation to refund additional costs that result from the buyer's explicit choice of means of delivery, different from the least expensive means of standard delivery offered by the Seller. The Seller must perform the refund using the same means of payment used in the consumer's order, except in cases where the Seller explicitly agrees to some other means of payment, provided that the consumer would not be obliged to pay for any other costs incurred because of such a refund.

Except in case when the Seller offers to take over the goods that the consumer wants to return in person, the consumer must return the goods without delay and no later than 14 days from the date when they informed the Seller about their decision to terminate the agreement.

It is considered that the consumer fulfilled their commitment regarding the timely return of goods when they mail the delivered goods to the Seller, or a person designated by the Seller to receive the goods.

All direct costs of product return are to be borne by the consumer. The consumer is responsible for any incurred reduction of the value of goods that resulted from usage, except such usage that was necessary to determine the product's nature, characteristics, and functionality.

In order to make it possible for the consumer to determine the nature, characteristics and functionality of the goods, they can use and inspect the goods exclusively in a way that is usual when purchasing goods at the Seller's premises. The buyer can not wear, use, nor perform any other activity that reduces the value of the goods for the goods that the buyer wants to return within 14 days.

During the period when the consumer has the right to return the goods, they must keep the goods with due care, and must behave as a particularly careful and conscientious person. In the case that the value of the product is reduced as the result of product use, the Seller will be compensated from the amount of the payment received in the proportion of the impairment of the goods, according to the Seller's own estimate, taking into account objective criteria in each individual case.

In order to simplify the writing of the written agreement termination for the consumer, a sample form for unilateral agreement termination is provided below that the consumer can fill and mail to the Sellers mailing address, Porter LD d.o.o. address, Gruška ulica 6, 10 000 Zagreb, Croatia, or e-mail

to info@watchclick.com. The consumer can also submit agreement termination also by clicking on the link provided above.

The right to termination of the purchase agreement does not exist in cases when:

- the subject of the contract are goods that were made according to the consumer's specification, or were obviously tailor-made for the consumer,
- the subject of the contract are sealed goods that, because of health or sanitary reasons, are not suitable for return if they have been unsealed upon delivery,
- the subject of the contract are goods that are, due to their nature, inseparably mixed with other items,
- the consumer specifically asked to visit the Seller at his premises with the purpose to perform urgent repairs or maintenance, with the proviso that if, during such a visit, together with the services that were explicitly asked for by the consumer, the Seller performed some other services, or delivered some other goods together with the ones that are necessary to perform urgent repairs or maintenance, the consumer has the right to unilaterally terminate the agreement regarding those additional services or goods.

When the buyer is a legal entity, this section of the General Terms and Conditions, with the title "Right to unilateral agreement termination", does not apply. For legal entities, the provisions of the Civil Obligations Act (Zakon o obveznim odnosima) and Electronic Commerce Act (Zakon o elektroničkoj trgovini) are in force.

NOTE ABOUT THE WAY TO SUBMIT A WRITTEN CUSTOMER COMPLAINT

The consumer can send complaints, according to the provisions of Art. 10. of the Civil Obligations Act (Zakon o obveznim odnosima), by mail to Porter LD d.o.o. address, Gruška ulica 6, 10 000 Zagreb, Croatia or by e-mail to info@watchclick.com.

In order to make it possible for Porter LD d.o.o. to respond to the written complaint, which was not sent by e-mail, the consumers are kindly asked to state correct information about their name and surname, and the address where the reply is to be delivered. By law, Porter LD d.o.o. must reply to any customer complaint in written form within 15 days latest after the reception of the complaint.

In case of dispute, Porter LD d.o.o. and the consumer will resolve the conflict peacefully, and if this is not possible, the Municipal Civil Court (Općinski građanski sud) in Zagreb is the competent court, with the application of Croatian law. The dispute resolution is also possible at The Court of Honour of Croatian Chamber of Economy, or other meditation centres.

Consumer disputes can also be solved through ODR platform of the European Commission. – www.ec.europa.eu/consumers/odr

With consumer's acceptance of the General Terms and Conditions, they also accept all other terms and conditions mentioned at the Website, as well as all other regulation published on the Website. If a consumer does not agree to any stipulations of the pre-contractual information, or of the General Terms and Conditions, they are kindly asked not to use the Website and not to conclude any sales agreement.

Porter LD d.o.o. retains the right to modify these General Terms and Conditions and other regulation without prior notice. The General Terms and Conditions are in accordance with the laws of the Republic of Croatia.

When the buyer is a legal entity, the customer protection and regulation of the Consumer Protection Act (Zakon o zaštiti potrošača) do not apply. In regard to the written consumer complaint, these rules and regulations do not apply to legal persons; the rules and regulations of the Civil Obligations Act (Zakon o obveznim odnosima) and the Electronic Commerce Act (Zakon o elektroničkoj trgovini) apply instead.

DOWNLOAD THE FORM FOR UNILATERAL TERMINATION OF THE AGREEMENT (PDF)

WARRANTY AND SERVICE TERMS

If a particular product has a warranty or is subject to service conditions, the same is highlighted in the description of that product. The rights from the warranty certificate can only be used with the presentation of the warranty certificate and invoice, and for the duration of the warranty period.

All products purchased at the Website have a warranty from the day of purchase, provided you use the product according to the instructions attached to the product. The Seller assumes responsibility for the period determined by the brand owner, provided that the product:

- has not suffered accidental damage, such as impact, immersion in water (except in the case of diving watches) or other liquids, improper use (e.g., using the product in extreme temperature conditions) or insufficient care (not removing dirt, leaving the crown open, etc.),
- not modified in any way from the original product (except for changing the strap or bracelet),
- not serviced by third parties or companies not recognized by the manufacturer or its representatives.

The above does not affect the legal rights of an individual covered by a legal warranty regarding a crack or a hidden defect that is not visible at first glance.

If the product needs repair, please contact (Porter LD d.o.o.) directly. Attach your warranty card indicating the date of purchase and serial number of the product, your name and address.

Note: Manufacturer and company Porter LD d.o.o. as an authorized seller and servicer will not be responsible for any repair, damage, or loss, if the product has been modified for aesthetic or any other reason in an unauthorized service. The deadline for repair or replacement is 30 days.

If, within two years from the date of original purchase, the product does not function due to a defect in material or workmanship, the manufacturer or an authorized servicer in Croatia will either repair or replace the part, provided that the original purchaser provides proof of the date of purchase.

This warranty does not cover any damage to the product or damage caused by accident, abuse, dirt, immersion in liquid, or products that have been repaired at an unauthorized service centre.

This warranty applies to and runs from the original date of purchase of the product from an authorized seller. All warranties, including those on terms of sale and various benefits for any specific purpose, are limited to a duration of two years from the date of initial purchase, and after their

expiration, the manufacturer, and the company Porter LD d.o.o. as an authorized seller and service provider are not responsible for any damage caused to the products.

PRIVACY POLICY

ABOUT PRIVACY POLICIES

These privacy policy (hereafter: Policy) explain how Porter LD d.o.o. Gruška ulica 6, 10 000 Zagreb, Croatia (hereafter: Porter LD d.o.o.) collects, uses, and manages your personal data that is on the website www.watchclick.com (hereafter: the Website) and that is available to Porter LD d.o.o. using the Website.

Porter LD d.o.o. is dedicated to protecting and respecting your privacy. Please read this Policy carefully to understand why and how we collect your personal information and how it will be used. Regarding the personal data we collect, Porter LD d.o.o. is the "controller", that is, the one who determines the needs for which, and the means by which personal data is processed.

Porter LD d.o.o. as a service provider of the Website is committed to the protection of privacy and personal data.

If you would like to contact us regarding these policies or regarding your personal data, please use the following contact information:

Company name: Porter LD d.o.o.

Address: Gruška ulica 6, 10 000 Zagreb, Croatia

E-mail address: info@watchclick.com

HOW AND WHEN DO WE COLLECT YOUR PERSONAL DATA?

Porter LD d.o.o. collects personal data for the purpose of concluding and fulfilling sales contracts, records of completed customer orders, unique identification of users, business analysis, marketing, product delivery, creation of sales-related documentation, technical support, and authorization of payments via credit and debit cards.

You can find more information about the situations and circumstances for collecting your personal data below, in the section 'WHAT WILL WE USE YOUR DATA FOR?'.

Remember that this is information about potential ways of using personal data, which you may encounter when you visit our website, make a purchase from us, or use our services. In each of the mentioned cases, you will receive clear additional information about the purpose of data processing, and in some cases, we will also need your explicit permission for processing.

We do not use your personal information for marketing purposes unless you give us your consent. If you would like us to send you details about our products, services, offers and promotions, please subscribe to our newsletter. For more information, visit the 'MARKETING AND NEWSLETTER SUBSCRIPTION' sections below.

We treat your personal data as confidential data, and they are properly protected by Porter LD d.o.o. and/or our trusted partners. For more information see the section 'DOES PORTER LD D.O.O. EXCHANGE DATA WITH THIRD PARTIES?' below.

WHAT DATA DO WE COLLECT DIRECTLY FROM YOU?

When the user engages in certain activities on the Website, such as subscribing to the newsletter, opening a user account, using the web shop, filling out surveys, posting comments, publishing content, participating in contests or sweepstakes, sending feedback, requesting information about services, responding to a job ad, Porter LD d.o.o. may ask the user to provide certain additional personal data.

Depending on the types of activities, some of the requested data are defined as mandatory and some as voluntary. If the user does not want to provide mandatory data for an activity that requires it, he will not be allowed to participate in that activity.

Porter LD d.o.o. collects and uses personal data to enable users to use services and activities through the Website, to improve the operation of the Website, to create a database of users for the purpose of improving the service and/or marketing, to contact users to deliver marketing notifications, to improve advertising and promotional activities and to analyse the use of the Website. Also, personal data can be used to solve problems, perform administrative tasks, and establish contact with users.

On the Website, Porter LD d.o.o. collects the following user personal data: first and last name, password, phone number, address, email address, product shipping address, billing address, postal code, city, gender, date of birth, company, and VAT for companies only.

For the performance of their scope of work related to sales contracts concluded by customers and Porter LD d.o.o., the following persons may have access to the user's personal data: legal entities participating in the performance of sales contracts such as delivery services, bookkeeping services, IT support, marketing support, companies associated with Porter LD d.o.o., public bodies that require delivery of personal data in accordance with the regulations that bind Porter LD d.o.o., and about which Porter LD d.o.o. keeps prescribed records of processing activities.

WHAT PRIVACY RIGHTS DO YOU HAVE?

Porter LD d.o.o. respects that every user should be able to ensure the accuracy, completeness and updating of their personal data. If the user believes that his personal data is incomplete, incorrect, or not updated, he can contact Porter LD d.o.o. by sending an email to info@watchclick.com.

Please note that at any time you have the right to request the following from Porter LD d.o.o.:

to give you access to your personal data	You can ask Porter LD d.o.o. which of your personal data it uses, and you can request access to that personal data. You have the right to know the purpose of the processing, which categories of your personal data we keep, the entities or categories of entities with which we
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	share your personal data, the data retention period, as well as the source of the data in case the data is collected indirectly.
to provide you with a copy of the personal data we store	You can contact us if you would like a copy of some or all of the personal data we hold about you.
request correction of incorrect data	We want your personal information to be accurate and up to date. You can ask us to correct or remove information that you think is inaccurate or out of date.
request deletion of personal data	You can request to stop the processing or even request the deletion of your personal data that we store. If we need your personal data to perform some contractual obligation towards you, Porter LD d.o.o. could cease to be able to perform such contractual obligations. Also, if your personal data is required to fulfil certain legal obligations (e.g., tax obligations), your request may not be fulfilled.
restricting access to your data (to us and/or third parties) in certain processes or completely	If you want to dispute the accuracy of the data, or we no longer need the personal data for the purpose of processing, but you need them to establish, execute or process legal requirements, or you have objected to the processing on a basis that we consider legitimate, you have the right to request the restriction of the processing of personal data.
file a complaint about the way we use your data	Remember that you have the right to object to the processing of personal data based on the legal basis that Porter LD d.o.o. considers legitimate.
request the transfer of data to another processor (transferability of rights)	If the processing is based on your consent or is done by automatic means, you have the right to ask Porter LD d.o.o. transfer of data to another processor.

In order to exercise any of the above rights, please use Porter LD d.o.o. contact information from the Privacy section.

If you are not satisfied with how we have collected or used your personal data, you can file a formal complaint with the Personal Data Protection Agency (Agencija za zaštitu osobnih podataka).

WHERE IS YOUR PERSONAL DATA STORED?

We store the personal data we collect about you in a secure environment. Your personal information is protected from unauthorized access, disclosure, use, alteration, or destruction by any organization or individual.

Some data is still stored in paper form, but we tend to digitize all the personal data we process. The processed data is stored in our premises and IT systems, but sometimes we store the data on the servers of our trusted service providers.

Porter LD d.o.o. will ensure that the personal user data is kept on a safe location (which includes a reasonable administrative, technical, and physical protection in order to prevent unauthorised use, access, disclosure, copying or modification of personal data), access to which will be granted only to authorised Porter LD d.o.o. personnel.

Data collected for the purposes specified in these Policies will be stored only for as long as it is necessary to fulfil the specified purposes. Your personal data will not be stored in a form that allows you to be identified longer than Porter LD d.o.o. reasonably considers that it is necessary to achieve the purpose for which they were collected or processed. Porter LD d.o.o. will keep certain personal data for the time period stipulated by the law or the regulation that obliges Porter LD d.o.o. to save data.

If you have given us your consent, we will process your personal data until you withdraw your consent. If you declare a well-founded objection to the processing of personal data based on a legitimate interest, we will not process your personal data in the future.

If judicial, administrative, or extrajudicial proceedings have been initiated, personal data may be stored until the end of such proceedings, including the possible period for filing legal remedies. Porter LD d.o.o. will keep certain personal data for the time period prescribed by the law or regulation that obliges the controller to keep data.

DOES PORTER LD D.O.O. EXCHANGE DATA WITH THIRD PARTIES?

Privacy protection is important to us, so we will never share your personal data with third parties except for the purposes described in these Rules and General Terms and Conditions.

Porter LD d.o.o. cooperates with other companies. This means that we sometimes share your personal data, using secure IT systems. When we do so, the data is transferred to servers located in the EU or in a country that provides an adequate level of protection in accordance with EU legislation.

In addition to the above, we may provide your personal information to our trusted partners who maintain our IT system or provide services on behalf of Porter LD d.o.o.

For example, for the purposes of marketing, finance, advertising, payment processing, delivery and other services in and outside of Porter LD d.o.o. Those service providers are obliged, according to the relevant contracts, to use the data entrusted to them only in accordance with our guidelines and exclusively for the purpose that we have strictly determined. We also oblige them to adequately protect your data and to consider it a business secret.

In some cases, our partners who provide services on behalf of or for Porter LD d.o.o. may process your data outside the European Union. However, the contracts we conclude with such entities oblige

them to handle your data with special security measures in accordance with the regulations enforced in the member states of the European Union.

HOW LONG DOES PORTER LD D.O.O. KEEP YOUR PERSONAL INFORMATION?

Porter LD d.o.o. will not retain your personal data longer than the period for which the data is necessary to fulfil the purpose of its use. More information on the retention periods for certain types of data can be found in the section 'WHAT WILL WE USE YOUR DATA FOR?'.

WHAT WILL WE USE YOUR DATA FOR?

We may use your personal information in several different ways, mainly to perform our contractual obligations to you, but sometimes to improve your shopping experience, for direct marketing and for security reasons.

ORDER PROCESSING AND PROVISION OF SERVICES

When you make a purchase through the Website, in some cases, we may ask you to provide certain personal information that is necessary to properly process your purchase.

The customer agrees that Porter LD d.o.o. can process the personal data provided for the purposes of own records and statistics, creation of a customer database, information about products and services, delivery information, delivery of promotional materials, improvement of relations with customers and improvement of services. Porter LD d.o.o. may provide the above data to third parties for the purpose of executing the contract, protecting the interests of the user and the company Porter LD d.o.o. and preventing possible abuses, for the purposes of better insight and understanding of individual needs and requests of users, as well as developing the possibility of providing the highest possible quality of all services of Porter LD d.o.o. which result in an increase in user satisfaction.

Porter LD d.o.o. will keep personal data as long as it is necessary for the purposes provided for in these Rules and General Terms and Conditions.

In order to ensure that the products and services you buy from us are delivered to the correct address, we share your personal data (which is necessary for the provision of certain services) with reliable external partners (e.g., your name, delivery address and delivery messages that you have provided - such as the time of day you want to receive the delivery).

Besides personal data, Porter LD d.o.o. can ask for other data from data subjects through which data subjects can be identified but is not considered personal data (for example data on website usage, computer data, internet provider data, preferences, hobbies, interests, activities) and which provide Porter LD d.o.o. with higher quality, more precise and more personalised content for users, better websites, and additional content customization for users. Based on these data, Porter LD d.o.o. gains information on the most popular content among specific users.

COOKIES

We will retain and evaluate information about your recent visit to the Website and how you used different parts of our Website for analytical purposes, i.e., to understand how users use our Website.

In order to maintain the Website and ensure that its functionality is at the expected level, Porter LD d.o.o. uses a technology known as "cookies". Cookies are small files that we send to your computer and can access them later. They can be temporary or permanent. Thanks to cookies, you can easily search our pages and display results that are relevant to you. Cookies show us what our Website visitors are interested in, which helps us improve it.

OTHER WEBSITES

This Data Protection Information applies only to usage of data that Porter LD d.o.o. collects from data subjects.

Other websites that can be accessed via www.watchclick.com have their own confidentiality agreements and privacy policies and how they are used and disclosed. If a user visits another website through www.watchclick.com, Porter LD d.o.o. advises users to check the data confidentiality agreement of the website, since Porter LD d.o.o. is not responsible for conditions of work of other websites.

MARKETING AND NEWSLETTER SUBSCRIPTION

Porter LD d.o.o. would like to send you information about our products and services that you may be interested in. However, we may only send you such marketing material if you choose to do so. Please note that even if you have agreed to receive our marketing messages, you can opt out of receiving them at any time.

ENTRY INTO FORCE AND CHANGES TO PRIVACY RULES

These Rules come into force on June 25, 2018.

Porter LD d.o.o. reserves the right to amend the Privacy Policy and will publish the same on the Website.

[DOWNLOAD THE FORM FOR UNILATERAL TERMINATION OF THE AGREEMENT \(PDF\)](#)

[DOWNLOAD THE GENERAL TERMS AND CONDITIONS](#)