

## **Terms and Conditions**

### **General provisions**

- *The Seller under these Terms and Conditions is František Boška, registered address V. Nováka 1679/7, 37007 České Budějovice, Czech Republic, IČO 10278125 (further referred to as the "Seller").*
- *Provisions of these Terms and Conditions form an integral part of the Purchase agreement between the Seller and the Buyer entered into via the e-commerce web interface.*
- *These Terms and Conditions can be amended by a unilateral decision of the seller and such amendments become effective on the day of their publication.*
- *These Terms and Conditions are published in Czech and English.*

### **Copyrights, Licences**

- *The Buyer acknowledges that the copyright work and products are subject to copyright laws and regulations that govern intellectual property protection.*
- *The Buyer has no right to alter the content of any purchased work or technical means that protect it or limit the scope of its use. The Buyer has no right to copy, disseminate, rent, lend, disclose to public, provide to third parties and use the work in any commercial way. The Buyer has no right to translate the work or transfer it to another form, such as a printed form.*
- *Unless expressly stated otherwise, the copyright work means an electronic book and a printed book. A product means a promotional item related to the copyright work.*
- *The Buyer gains access to an item after paying for it and the access may have a form of a download of an electronic book or a physical item sent by post in case of a physical book or promotional item.*

### **Shopping via the e-commerce**

- *The Buyer obtains the right to use the purchased product or copyright work by purchasing it in the e-commerce in the scope detailed further below. The Buyer must check the order and all details included in the order. The Seller is not responsible for any damage due to errors or incorrect details stated in the order.*
- *The price of the purchase can be paid via a wire transfer, by card or using any other way offered by the Seller. The Agreement is entered into upon paying the price of the purchase. As soon as the amount of the purchase price is credited to the Seller's account, the Seller is obliged to send the copyright work to the Buyer in the form agreed earlier (in case of a physical work) or send it to the Buyer's email in the form of links allowing a download of the purchased copyright work.*
- *By concluding the purchase contract, the Buyer agrees that the Seller will proceed with the order as soon as the payment has been received. Concurrently, the Buyer acknowledges that they can only withdraw from the contract and demand a refund up to the point of fulfillment on the Seller's side.*
- *The Buyer acknowledges that in the case of being provided the instructions to download the electronic book by the Seller it is not possible to subsequently cancel the contract (see the provision of § 1837 (I) of the Civil Code), and that in such case the Buyer is not eligible for a refund.*
- *The Buyer undertakes to use only the amount of copies purchased via the e-commerce.*
- *Information regarding the cost of postage and packaging only apply if the goods are delivered within the Czech Republic.*
- *The Seller is not a VAT payer. Prices stated on the web interface of the e-commerce are final prices without the value added tax.*
- *The Seller is entitled to discontinue or suspend any services provided via the web interface. The Seller has in no case any liability towards the Buyer for any damage caused by its temporary or permanent inaccessibility.*

### **Personal data protection**

- *Protection of personal data of a Buyer who is a physical person is provided by Act No. 101/2000 Coll. on personal data protection as amended.*
- *By entering into the Purchase agreement the Buyer agrees with processing the following data of the Buyer: name and surname, address of residence, email address, phone number. These are further referred to as "Personal data" and will be processed for the purpose of obligations under the Purchase agreement and user account management. Unless the Buyer selects another option, the Buyer agrees with processing the Personal data also for the purpose of sending information and business communication.*
- *The Seller is the administrator of personal data.*

### **Final provisions**

- *The Buyer and the Seller agree that their legal relationship will be governed by the provisions of these Terms and Conditions, and any areas not dealt with in this document are governed by Czech law in force. This is without prejudice to the Buyer's rights under generally binding legal regulations.*
- *Should any of the provisions of these Terms and Conditions be invalid or ineffective or become such, then the invalid provision will be replaced by a provision that resembles the invalid provision to the highest possible extent. Invalidity or ineffectiveness of one provision does not affect the validity of the rest of the Terms and Conditions. Modifications and amendments of the Purchase agreement or Terms and Conditions must be in writing.*

*Provider's contact details: frabo@contia.cz*

*These Terms and Conditions come into effect on 15th May 2020.*