

General Terms and Conditions

1. Introductory Provisions

- 1.1. These general terms and conditions (hereinafter referred to as the "**GTC**") issued pursuant to § 1751 paragraph 1 of Act No. 89/2012 Coll., Civil Code of the Czech Republic (hereinafter referred to as the "**Civil Code**"), contain the rights and obligations of the contracting parties when providing services in the form of providing classes and lessons by Tereza Papežová, CIN: 19321902 with registered office at Na Pláni 13a, Prague 5 - Smíchov, 150 00 (hereinafter referred to as the "**Provider**").
- 1.2. These GTC regulate the legal relationship between the Provider and the person interested in the services (hereinafter referred to as the "**Client**") and the person who directly participates in the services (hereinafter referred to as the "**Student**", the Client and the Student together, also referred to as the "**Client**"). If the Customer is a person other than the Student, the Customer undertakes to familiarize the Student with the provisions of these GCP.

2. Subject of GTC

- 2.1. The subject of the General Terms and Conditions is the definition of a set of rights and obligations that will become part of every concluded contract for the provision of services (hereinafter referred to as the "**Contract**"). Individual lessons, their designation, description of contents, dates in which they are held, language in which they are held, format (online/onsite), price and availability are listed on the Provider's website: <https://www.terezathetutor.com/>.
- 2.2. Based on the Contract, the Provider undertakes to provide the Client with tutoring services in the chosen subject during the agreed period and at the agreed time and place (hereinafter referred to as "**Class**").
- 2.3. Based on the Contract, the Client undertakes to use the Provider's services in the form of Class and to properly pay the agreed remuneration to the Provider for the Class.

3. Ordering Lessons, conclusion of the Contract

- 3.1. The contract between the Provider and the Client is created by the written confirmation of the order (binding application) by the Provider. The order is made by the Client using the form available on the Provider's website: <https://www.terezathetutor.com/>.
- 3.2. The Client is obliged to use one e-mail address for orders of Class and registration of Class lessons.
- 3.3. The order is considered accepted by sending a confirmation email to the Client's email address specified in the order.
- 3.4. The contractual party affected by the change shall notify the other contractual party in writing of a change in the data of the contractual parties specified in the order without undue delay, but within five (5) working days at the latest.

4. Classes

- 4.1. Classes will take place at the dates, intervals, times and places agreed in the Contract according to the order. Changes to the scope of the Course or the agreed remuneration must be agreed between the contracting parties in writing. In the event that, due to serious reasons, it is not possible to provide the Training in the originally agreed scope, the Provider is entitled, after prior agreement with the Client, to choose an alternative method of providing the Class.
- 4.2. In the case of online Class, the Client acknowledges that he must meet the technical requirements for the Class, above all it is necessary to have the current version of the software necessary for the Class and a reliable connection to the Internet. The Provider will inform the Client of all requirements for the Class after the conclusion of the Contract. The Provider is not responsible for technical problems on the part of the Client. If one of the

Clients joins later during the Class, or lesson, the lesson will not be extended and the will not be repeated to any extent during the lesson.

- 4.3. If the Class is not cancelled in accordance with the provisions of point 6 of these GTC, singular lessons of the group Class may be recorded and the recordings may subsequently be provided to the absent Clients after prior agreement between the Provider and the Client.
- 4.4. The Client may change the group during the course of the group Class after agreement with the Provider. The Provider may charge the Customer an administrative fee of CZK 1,000 for this change of group.

5. Payment terms

- 5.1. The amount of the Provider's remuneration for Class (course fees) is governed by the currently valid price list, which is listed on the Provider's website <https://www.terezathetutor.com/>. The provider is not a VAT payer, the amount of the reward is stated without tax. The reward includes the appropriate number of hours of Class (according to the order specification).
- 5.2. In the event that the Client starts the group Class during its course, the Provider has the right to payment of the price for the group Class in full. In this case, the right to participate in the Class lesson arises only by submitting a confirmation of payment to the Provider.
- 5.3. Payment can be made through the payment gateway on the website of the Provider of STRIPE, which provides secure technology for accepting payment cards and online bank transfers, or by bank transfer to the Provider's bank account, according to the Provider's instructions for payment before the start of the Lesson.
- 5.4. The Provider issues a tax document (invoice) at the time of payment of the order by the Client and provides it to the Client upon request. The invoice is sent to the e-mail address provided by the Client to the Provider in the order.
- 5.5. The reward is due within two (2) days from the confirmation of the order by the Provider.
- 5.6. The right to participate in the Class lesson arises only at the moment of proper payment of the remuneration. The Client 's obligation to pay the remuneration is fulfilled when the relevant amount is credited to the Provider's bank account. If the Client does not pay the remuneration properly and on time, the Provider reserves the right to cancel the Lesson without compensation. Payment can also be proven to the Provider by a confirmation of payment from the Client 's bank account.

6. Cancellation of participation in the Class, replacement of the Class and change of reservation

Cancellation of participation in the Class by the Client

- 6.1. It is possible to cancel the lesson or change the Class order in the system through which the Class was ordered on the Provider's website.
- 6.2. If the Class is cancelled or the Class order is changed at least 24 hours before its start, the Class will be replaced by a Class according to the time availability of both parties, booked through the reservation system on the Provider's website, unless otherwise agreed. In the event that the price of the replacement Class lesson is lower than the price of the original Class lesson, the replacement Class lesson takes place at the price of the original Class lesson. In the event that the amount of remuneration for a replacement Lesson is higher than was the price of the original Class lesson, the Client is obliged to pay the Provider the difference in the price of the Class lesson in accordance with the conditions specified in point 5 of these GTC.
- 6.3. If the Class is cancelled or the Class order is changed less than 24 hours before it starts, the Teaching will not be replaced and the Client will be charged in full as if it had taken place.

- 6.4. If the Client arrives at the Class lesson with a delay of less than 15 minutes after the start of the Class lesson, the duration of the Class lesson will be reduced by the length of the delay and the Client will be charged in full. If the Client arrives at the Class lesson more than 15 minutes late or does not show up, the Class will not be replaced and the Client will be billed in full as having taken place.
- 6.5. In case that it will not be possible to carry out a group Class lesson due to absence of all of the Clients in the group Class lesson for reasons on the side of the Clients listed in clauses 6.3. and 6.4. of these GTC, the group Class lesson will not be replaced and will be charged to all Clients in full as if it had taken place.
- 6.6. In the event that the Client cancels his participation in all subsequent lessons of the group Class during the course of the group course, the Client is not entitled to a refund of the remuneration already paid for the group Class.

Cancellation of participation in the Teaching by the Provider

- 6.7. In the event that it is not possible to carry out the Class for the Client on the agreed date due to serious reasons, the Class will be replaced at a date agreed upon by the contracting parties, no later than one (1) month from the original date of the Class.
- 6.8. If the contracting parties do not find and agree on an alternative date for the Class according to point 6.6 of these GTC, the Provider is entitled to set an alternative date for the Class sufficiently in advance, which he will communicate to the Client via the contact details specified in the order.
- 6.9. For serious reasons, the Provider is entitled to unilaterally cancel the entire Class agreed in the Contract even during its course. In such a case, the Client will be refunded the relevant part of the payment for the unfulfilled Class within 14 days of the cancellation of the Class.

7. Liability for defects (complaints)

- 7.1. In the event that the Client was not satisfied with the quality of the Class, he/she is entitled to exercise rights from liability for defects with the Provider related to the provided services (complaint), within five (5) days from the day on which he was completely or repeatedly dissatisfied with the quality of the Class. The provided service is understood to mean the Class carried out. In justified cases, rights from liability for defects can be exercised even after this deadline. Claims arising from liability for defects expire if they have not been applied properly and on time.
- 7.2. As part of the complaint, the Client is obliged to state in particular:
 - name and surname of the Student or the Client, if different from the person making the claim,
 - the e-mail address from which the Class lesson was ordered and the identification of the Contract,
 - identification of the service provided (date, time, name and duration of the reserved Class),
 - reason for complaint,
 - the moment and method of ascertaining the circumstances on the basis of which the claim is being made.
- 7.3. The Client is obliged to make a claim in writing. The provider will handle the complaint without undue delay, but no later than thirty (30) days from the date of its receipt. The Provider will notify the Client in writing about the outcome of the complaint.
- 7.4. If the claim is found to be justified by the Provider, the Provider will provide the Client with a replacement Class of the same type and length free of charge.
- 7.5. Obstacles caused by the Client will not be recognized as a relevant reason for the complaint. This is, for example, a change in availability, or a loss of the reason for attending the Class due to a change in the circumstances under which the Client ordered the Class.

8. Withdrawal from the contract by the consumer

- 8.1. Unless otherwise stipulated, the Client is not entitled to withdraw from the Contract.
- 8.2. The Client, who is a consumer, is entitled to withdraw from the Contract within fourteen (14) days from its conclusion, in accordance with the provisions of § 1829, paragraph 1 of the Civil Code of the Czech Republic.
- 8.3. The Client acknowledges that he does not have the right to withdraw from the Contract according to this article of the GTC, if the Class has already taken place before the expiration of the period specified in point 8.2 of these GTC, of which the Client has been informed by this Provider.

9. Consent to disclosure for marketing purposes

- 9.1. The Client agrees to the use of photos, recordings and reviews related to the Classes, whether in tangible or digitized (intangible) form, for all promotional materials of the Provider, both in print and in electronic form (e.g. website, FB, printed materials).
- 9.2. The Client also agrees that the Provider will grant a license to use the photos to any third parties, especially for the purpose of creating the Provider's advertising and marketing materials.
- 9.3. The Client agrees that the photo can be changed, used as part of an collective work or only a part of it can be used.
- 9.4. For the aforementioned purpose, the Client provides his personal data (hereinafter referred to as "data") and agrees that the Provider, or third parties to whom the Provider grants a license to use photos, collect, process and store this data in accordance with Act No. 101/2000 Coll., on the protection of personal data, as amended.

10. Copyright

- 10.1. All Teaching material (texts, exercises, test questions, solutions, images, program codes, videos and other content) is protected by copyright. The Client is granted only a simple and non-transferable right of use for personal use within the framework of participation in the Class or for his own self-study without the participation of third parties.
- 10.2. In particular, the Client is not allowed to copy the Class materials - even in excerpts - for third parties, publish them or pass them on, publish them on the Internet or in other networks for a fee or free of charge, sell them or use them for commercial purposes. Any copyright, brand or trademark notices may not be removed. Copyright infringement may be prosecuted.

11. Final Provisions

- 11.1. Unless otherwise agreed in the Contract, these GTC apply to the mutual relations of the contracting parties. The current version of the GTC is available on the Provider's website: <https://www.terezathetutor.com/>, and is marked with the effective date. All orders and participation in the Class are always governed by the current version of the GTC.
- 11.2. By concluding the Contract in accordance with point 3 of these GTC, the Client declares that he/she has sufficiently familiarized themselves with these GTC before concluding the Contract, that they accept them as an integral part of the Contract and that they consider their content to be certain and understandable.
- 11.3. The Civil Code of the Czech Republic applies to rights and obligations not regulated by these GTC. The provider is entitled to change these GTC unilaterally.
- 11.4. In the event that any provision of the GTC is invalid, ineffective or inapplicable (or becomes so), the provision that is closest in meaning to the invalid, ineffective or inapplicable provision will be used instead. The invalidity, ineffectiveness or inapplicability of one provision does not affect the validity of other provisions of the GTC.

- 11.5. Unless otherwise agreed, all correspondence related to the contract shall be in writing, either by electronic mail, registered mail or personal delivery. The Provider will deliver to the e-mail address provided by the Client.
- 11.6. In cases where the GTC require the parties to act in writing, this also means electronical way of communication and communicating via e-mail.
- 11.7. All disputes arising from this contract and in connection with it will be decided with finality at the Arbitration Court of the Economic Chamber of the Czech Republic and the Agrarian Chamber of the Czech Republic by three arbitrators according to its rules.
- 11.8. The contracting parties undertake to settle all possible disputes arising in connection with the Contract amicably. If possible disputes cannot be resolved by mutual agreement of the contracting parties, all legal disputes arising in connection with the Agreement will be resolved before the general courts of the Czech Republic.
- 11.9. All rights and obligations from the contract are governed by the legal order of the Czech Republic.
- 11.10. These GTC take effect on 19th July 2024.