

CZ DOMAIN GENERAL BUSINESS TERMS AND CONDITIONS REGISTRY for the organisation of educational events

EFFECTIVE FROM 25. 4. 2018

IN EVENT OF ANY DISCREPANCIES BETWEEN CZECH AND ENGLISH VERSION, THE CZECH VERSION SHALL PREVAIL!

1 Introductory Provisions

- 1.1. The present General Business Terms and Conditions for the Organisation of Educational and Other Similar Events (hereinafter only as "GBTC") regulate legal relationships between the Customer and CZ.NIC Association in purchases of the Services of CZ.NIC Association by the Customer by means of the Association's website in accordance with the provisions of Section 1751 (1) of the Act No. 89/2012 Coll., the Civil Code.
- 1.2. The terms used in the present GBTC shall have the following meanings:
 - 1.2.1. CZ.NIC Association or only the Association: CZ.NIC, z. s. p. o., Company ID 67985726, with registered office Milešovská 5/1136, 130 00 Prague 3, incorporated in the Register of Associations kept by the Municipal Court in Prague, ref. no. L 58624.
 - 1.2.2. Customer: a person entering into a contract with the Association using the procedure specified hereunder. If the Customer is not a Consumer pursuant to the present GBTC and the applicable legal regulations, it is considered to be a commercial operator. The Customer shall always be considered a commercial operator if he states an identification number (Company ID) or a tax identification number (VAT ID) when filling in the data in a purchase order of the Services (the procedure as per art. 3.1 hereof).
 - 1.2.3. Consumer: such a Customer who does not act in the course of his business or other commercial activities when entering into a contract pursuant to the present GBTC.
 - 1.2.4. **Services**: educational, awareness-raising and other similar events arranged or organised by CZ.NIC Associattion, including, without limitation, conferences, training courses and seminars organised in the Association's training centre or at another place which is defined in the event specification These are specified namely by its name, description of main characteristics, a venue, time demands or a program, entry requirements (the minimum entry knowledge of participants) and a fee.
 - 1.2.5. Website: The website of CZ.NIC Association which contains details about the Association's Services and allows their ordering using the procedure specified hereunder and it also includes the Association's contacts, including data and information necessary for termination of the Contract with a Consumer.
 - 1.2.6. Contract: A Service Contract between the Customer and CZ.NIC Association concluded using the procedure specified hereunder in Czech or English language, stored in electronic form which is not accessible.
 - 1.2.7. **Privacy Policy**: The principles of personal data processing released by CZ.NIC Association.

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2 Subject

- 2.1. The subject of the Contract is an obligation of the Association to arrange or provide a Service and at the same time the Customer's obligation to pay the Association a Fee specified hereunder.
- 2.2. The whole presentations of the Services posted at the Website is for information only and CZ.NIC Association is not obliged to conclude a Contract. The provisions of Section 1732 (2) of the Civil Code shall not apply.

3 Conclusion of Contract

- The Contract between the Association and the Customer in accordance with the present GBTC is concluded as follows:
 - By selecting the Service at the Website,
 - By filling in delivery and billing (if these are different) data of the Customer.
 - By filling in data regarding other persons to whom the Service shall be supplied under one Contract with the same Customer-,
 - By checking (or correcting) the entered data about the Customer and participants and the ordered Services, including fees,
 - By confirming such created order and giving a consent to the actual version of the present GBTC and by sending an order to the Association by clicking the relevant order button at the Website;
 - By confirming the order receipt by the Association which is sent to the Customer to the entered email address and by sending a request or other payment instruction.
- 3.2. The Contract is concluded by a confirmation of the order receipt by the Association on the basis of the measures as per art. 3.1 hereof; this Contract comes into effect by payment of the Fee in full. The provisions of Section 1740 (3) of the Civil Code shall not apply.
- 3.3. If the Customer is a Consumer, then by sending an order pursuant to art. 3.1 he agrees that
 - 3.3.1. the Association may start to provide Services as per the Contract immediately after it is concluded, even before the lapse of the time limit set by the special legal regulation for revocation of the Contract by a consumer;
 - 3.3.2. he cannot revoke the Contract, if the Service has been provided prior to the lapse of the time limit set for revocation of a contract by a consumer according to the special legal regulation.

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- 3.4. The consent to the present GBTC is effectively granted if the actual version was accepted by the Customer in writing or in other manner which clearly shows the Customer's consent to the contents of the present GBTC and the contents of the relevant communication can be captured and persons making such communication can be identified. The consent to the present GBTC is considered to be effective if:
 - 3.4.1. The Service is paid,
 - 3.4.2. The Service is consumed in accordance with the Contract (i.e. participation in an educational or other similar event).
- 3.5. A person giving a consent on the Customer's behalf to the actual version hereof at the same time represents that he is authorised to act for the Customer in this matter.
- 3.6. The Customer agrees that remote communication means can be used when the Contract is concluded and he shall bear the costs of such use the level of which is not different than the basic rate (e.g. costs of Internet connection).
- 3.7. The Customer has the right to address CZ.NIC Association even by means of an individual message sent by an electronic mail and to send the Order to the specific Service. In such case the Contract is concluded only after the Order is explicitly accepted and confirmed by the Association or by sending a payment request for such ordered Services
- 3.8. If the fee for the ordered Service is not paid within the time limit set in the payment request, in a proforma invoice or in a tax or other document, the Contract is cancelled from the outset.
- 3.9. The Customer assumes the risk of a change of circumstances pursuant to Section § 1765 (2) of the Civil Code.

4 Provision of Services

- 4.1. The Association shall provide the Service in accordance with the concluded Contract.
- 4.2. The Association has the right to provide the Service even by means of third parties.
- 4.3. The Customer acknowledges that the characteristics of the Service may change after even the Contract is concluded (e.g. by changes of the programme of the event, personal changes - lecturer, speaker, venue, change of the date, cancellation of the event). CZ.NIC Association shall inform the Customer of any such change of the characteristics of the Service in advance. If the Customer disagrees with the changes, he may revoke the Contract in which case he has the right to a refund of the Fee paid for the Service in full.
- 4.4. The Association has the right to revoke the Contract at any time prior to the start of providing the Service (i.e. to cancel the event even without stating its reasons). In

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- 4.5. If the Customer rejects to accept the Service without a serious reason, the Service shall be considered provided and the Customer cannot claim a refund of the fee for the Service or an aliquot portion thereof.
- 4.6. The Customer is obliged to respect the instructions of the Association or other authorised persons at the place and in the course of the supply of the Service, regardless of the form in which the Services are provided (namely instructions regarding safety and protection of health, use of technical means (hardware, software), Internet connection, premises and the like). Non-compliance with this obligation may constitute a reason for an immediate revocation of the Contract by the Association in which case the Customer cannot claim a refund of the paid Fee for the Service or of an aliquot portion thereof.

5 Price for the Service and Payment Terms

- 5.1. The actual Fee for the Service, including VAT and other taxes and fees, is stated at the Website with the presentation of a concrete Service. The Association has the right to change the fee at any time but the fee for the Service in the Contract must be determined according to the fee stated in the order confirmation as per art. 3.1 hereof.
- 5.2. The Fee is excluding the Customer's costs of accommodation at the place where the Service is provided and the transport costs. The Fee may include other supplies, providing they are directly related to the Service (such as materials, conference set, refreshment).
- 5.3. A final Fee for the Service is displayed to the Customer during the check of the created order pursuant to art. 3.1 hereof.
- 5.4. The Fee for the Service is payable solely by a bank transfer to the bank account of the Association stated in the payment request or in other document issued by the Association, or by another cashless method of payment stated therein (PayPal, bank card). The provisions of Section 2119 (1) of the Civil Code shall not apply. The Customer's obligation to pay the Fee for the Service is fulfilled when the relevant amount is added to the Association's bank account.
- 5.5. A tax document, or a receipt shall be issued after the payment is accepted in full in accordance with the applicable legal regulations and using the data stated by the Customer in the order of the Service. Such tax document is also used as a delivery note. The Customer agrees that the documents mentioned in this article shall be given to him in an electronic form by an email sent to the email address provided as per art. 3.1 hereof.
- 5.6. Discounts provided by the Association cannot be combined and must be applied before sending the order.

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6 Termination of the Contract and **Cancellation Terms**

- 6.1. The Contract may be revoked by:
 - 6.1.1. the Customer by a written notice sent to the email address or using a sample form posted at the Website prior to the start of the Service provision in the cases described herein and also in the cases when the Association breaches its obligation arising out of the Contract or violates generally binding legal regulations.
 - 6.1.2. the Association by a written notice sent to the Customer's email address stated in the order in the cases stipulated herein or if the Customer breaches his obligation arising out of the Contract or violates generally binding legal regulations.
 - 6.1.3. The notice of revocation comes into effect on the day it is delivered to the other party in which case the Contract is considered terminated right from the outset.
- 6.2. The revocation of the Contract by the Customer who is a Consumer:
 - 6.2.1. The Consumer explicitly agrees that if he orders the Service with the date of supply falling on the time interval when the time limit set by the special legal regulation for revocation of a contract by a consumer has not yet expired, the Service shall be provided during such time and in such case the Contract. cannot be revoked by the Consumer.
 - 6.2.2. Except for the case stated in art. 6.2.1 or other case when the Contract cannot be revoked, the Consumer has the right to revoke from the Contract within fourteen days, and this time limit starts on the day following the day when the receipt of the revocation of the Contract has been confirmed by the Association. The Association shall send the confirmation of the receipt of the revocation to the Consumer immediately.
 - 6.2.3. In order to exercise the right to revoke the Contract the Consumer is obliged to inform the Association of his revocation using the contacts and also a sample form for revocation of the Contract which are available at the Website.
 - 6.2.4. The time limit for revocation of the Contract is fulfilled when the notice of revocation of the Contract is sent prior to the lapse of the relevant time limit.
 - 6.2.5. Upon the revocation the Contract is considered terminated from the outset.
- 6.3. The Association is obliged without undue delay, however no later than within fourteen days from the receipt of the Contract revocation, to return to the Consumer all amounts accepted from him in the same manner (in another manner only if the

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Consumer agrees with it or if such manner does not cause other costs on the Consumer's side). The same applies similarly also in the cases of revocation as per art. 6.1, if the revocation is connected with the claimed refund of the paid Fee or any part thereof.

6.4. The Customer may also terminate the Contract by a notice sent to the Association (cancellation of registration in the event) to the email stated at the Website so that such notice is delivered to the Association at least 5 days (unless otherwise stated in the description of the Service or in the confirmation of the order receipt) prior to the scheduled start of the Service (start of the event). In such case the Association cannot claim the Fee for the Service, if the Service has already been paid and it is obliged to return it to the Customer in full. In case that the cancellation of registration in the event is made after the expiry of this time limit, the Association can claim a 100% cancellation fee which may be offset by the Association against the paid Fee for the Service.

7 Liability for Defects and How to Exercise the Rights Arising Out of the Liability for **Defects - Complaints**

- Rights and obligations of the contracting parties regarding rights from defects shall be governed by the applicable provisions of legal regulations.
- 7.2. Rights from defects must be exercised no later than within 6 months from the supply of the Service in the registered office of the Association, primarily personally, if the complaint is made in writing (by regular mail or email), the Customer is obliged to attach a written information about which specific defect of the Service he objects and which right from liability for defects he exercises.
- 7.3. The rights from liability for defects shall expire if they are exercised late.
- 7.4. An inappropriately selected level of the Service is not a reason to claim the Service.
- 7.5. If the complaint is approved the Customer has the right to claim a substitute Service or a discount on the fee for the provided Service. The complaint must be attended by the Association within 30 days.

8 Customer's Data Processing

- The Association and the Customer conclude the Service Contract according to the procedure specified herein. Under this legal relationship and in connection with it the Association may process personal data of the Customer or other parties.
- 8.2. Processing of data which is a personal data according to the applicable legal regulations is governed by the Principles.

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The Customer ordering the Service and entering into the Contract is liable for the correctness of all data stated in the order of the Service and represents that in connection with the Service he is authorised to provide the Association with data of other parties (participants of the event). The Customer shall inform the Association of any changes of data without undue delay.

9 Final Provisions

- 9.1. Legal relationships between the Customer and the Association shall be governed by Czech law, namely the Act No. 89/2012 Coll., the Civil Code, by:
 - 9.1.1. excluding a trade usage pursuant to Section § 558 (2) of the Civil Code;
 - 9.1.2. excluding the acceptance of an offer with a reservation, even if substantial terms of the Contract (order) are not changed pursuant to Section 1740 (3) of the Civil Code:
 - 9.1.3. excluding the use of conflicts of law rules of internal private law.
- 9.2. CZ.NIC Association has the right to change these GBTC at any time and such version of GBTC shall be binding on the Customer with which the Customer agreed when sending the Order. The actual version of GBTC is always available at the Website.
- CZ.NIC Association has also the right to change at any time the Principles and other 9.3. related documents. CZ.NIC Association shall post any change of the documents at least 1 month prior to the effectiveness date of the change at the Website.
- If the Customer is a Consumer, a consumer dispute which may arise out of the 9.4. concluded contract shall be resolved extra-judicially by the Czech Trade Inspection Authority (www.coi.cz, adr@coi.cz, adr.coi.cz). In other cases, disputes arisen between the Customer and CZ.NIC Association shall be resolved by general courts of the Czech Republic.

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