**General Terms and Conditions**

Name: JURIDICA Legalization Center

Company ID: 079 81 961

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Website: www.juridica.cz (hereinafter “Website”)

(hereinafter “Contractor”)

1. **Introductory Provisions**
2. These general terms and conditions (hereinafter “GTC”) pursuant to Section 1751 of Act No. 89/2012 Coll., the Civil Code, as amended (hereinafter “Civil Code”), regulate the mutual rights and obligations between the Client (Buyer) and the Contractor (Supplier) regarding all contractual relationships established between the Client and the Contractor in connection with the provision of services and works, particularly but not exclusively, contractual relationships based on a work contract pursuant to the provisions of Sections 2586 et seq. of the Civil Code when the subject of the contract is the performance of work or possibly the procurement of an order pursuant to the provisions of Sections 2430 et seq. of the Civil Code.
3. The Client (Buyer) is understood as the person with whom the contract has been concluded, or the person to whom the proposal for the conclusion of the contract or price offer has been delivered and/or the person who delivered the proposal to the Contractor in the form of an order and/or who made a statement or other timely legal action from which the intention to conclude the contract can be inferred as anticipated by the GTC (hereinafter “Client”). The Client is particularly, but not exclusively, the Client in the case of a work contract or the principal in the case of a commission contract.
4. The Client may be a consumer or an entrepreneur. A consumer is any person who, outside the scope of their business activity or outside the scope of independent exercise of their profession, concludes a contract with the Contractor or otherwise deals with them. An entrepreneur is one who independently carries out profitable activities on their own account and responsibility in a trade or similar manner with the intention of doing so continuously to achieve profit. For the purposes of consumer protection, an entrepreneur is also considered to be any person who concludes contracts related to their own business, production, or similar activities or in the course of their independent exercise of their profession, or a person who acts on behalf of or on account of an entrepreneur. For the purposes of the GTC, an entrepreneur is understood to be one who acts in accordance with the previous sentence within the scope of their business activities. If the Client - a natural person - states their identification number in the order, they acknowledge that the rules specified in the GTC for entrepreneurs apply to them. The provisions of the GTC regarding consumer protection do not apply to a Client who is a legal entity or a public authority.
5. Services mean, in particular, the provision of legalization consultancy in the field of verification of documents issued in the Czech Republic (for use abroad) and abroad (for use in the EU) including, in particular, apostille of documents, superlegalization of documents, notarial acts, translation services, and all related acts as services are offered and specified on the Contractor’s Website (hereinafter “Services”). The Price means the fee for the Services provided by the Contractor (hereinafter “Price”).
6. A Contract means a contract concluded between the Client and the Contractor, the subject of which is the provision of Services under the conditions specified in the Contract and these GTC (hereinafter “Contract”). A Contract is particularly but not exclusively a work contract or a commission contract.
7. By concluding the Contract in the manner anticipated by these GTC, the Client confirms that they have acquainted themselves with the content of these GTC and that they will comply with them in the relevant contractual relationship. The provisions of the GTC are an integral part of the Contract. When the GTC refer to the Contract, they mean the provisions of these GTC unless otherwise stated. Deviations from the GTC may be agreed upon in a separate Contract or price offer. Deviations agreed upon in a separate Contract take precedence over the provisions of the GTC. The provisions of the GTC take precedence over the provisions of the Client’s own business terms that conflict with the provisions of the GTC provided that the Contractor has given written consent to the Client’s own business terms. If the Contractor has not given written consent to the Client’s own business terms, the Client’s own business terms do not apply.
8. These GTC are publicly accessible on the Website to enable their archiving, reproduction, retention, and repeated display by the Client, which the Client acknowledges and undertakes to retain for later repeated display during the contractual cooperation.
9. All contractual relationships are governed by the Contract, the price offer, the GTC, and relationships not regulated by them by the Civil Code, and if the contracting party is a consumer, by Act No. 634/1992 Coll. on Consumer Protection, as amended (hereinafter “Consumer Protection Act”).
10. **Conclusion of the Contract**
11. The request for the provision of Services made by the Client must contain at least the identification details of the Client including the contact address and contact email, at least a general specification, manner, and scope of the required Services, and their purpose. The request can be made, in particular, online via the form published on the Website, by email to the Contact Email, or in writing (registered mail or data box). The request can be made by phone if the Contractor allows a telephone request and based on it prepares a price offer.
12. Based on the request for the provision of Services, the Contractor issues a written price offer which contains at least the identification details of the Client and the Contractor, the specification, manner, and scope of the provided Services, the term for the provision of Services, the proposed price for the provision of Services, and in case the Client is a consumer, the information according to Section 1820, Paragraph 1 of the Civil Code (hereinafter “Price Offer”). The Price Offer is a proposal to conclude a Contract (order). The Price Offer can be delivered to the Client by the Contractor by post, data box, or email to the contact email specified in the request or personally. In case of doubt, it is assumed that the Price Offer was delivered three days after its dispatch. The Contractor may cancel or change the Price Offer at any time in any form. The Price Offer contains a reference to the GTC which will govern the Contract in case of confirmation of the Price Offer.
13. The period for acceptance of the order by the Client is set at 3 (three) days from the day of its delivery unless otherwise stated in the Price Offer. If the Price Offer is not accepted within this period, the order expires.
14. The Contract is concluded at the moment of unconditional acceptance of the Price Offer by the Client. Acceptance of the Price Offer by the Client occurs by confirming the acceptance of the Price Offer. Confirmation means a confirmation made in writing by post, data box, or in the form of an email message from the Client which was made from the Client’s email account from which the request was made or to which the Price Offer was sent. The Contract is also concluded when it is concluded in written form and its attachment is the Price Offer. The Contract with the content of the Price Offer is also concluded when the Contractor provides the Services and the Client tacitly accepts them. The Contract can be concluded and the Price Offer confirmed also online via the Contractor’s Website. In such a case, the Contractor ensures that the Client who is a consumer explicitly acknowledges upon ordering that they undertake to pay. If the order is made using a button or similar control, it must be labeled with an easily readable inscription “Order obliging to payment” or another corresponding unambiguous formulation. If the Price Offer is confirmed in this way, the Contractor is obliged to immediately confirm to the Client - consumer the receipt of the confirmation via a remote communication means.
15. The concluded Contract is governed by the provisions of the GTC. By sending the confirmation and/or concluding the Contract in written form and/or tacit acceptance by providing the Services, the Client unconditionally accepts all provisions of the GTC in the version valid on the day of sending the Price Offer as published on the Website and confirms that they have read its content and agree with it.
16. The Contractor hereby, pursuant to Section 1740, Paragraph 3 of the Civil Code, excludes in advance the acceptance of the Price Offer (order) with an amendment, change, or deviation. Any amendment, change, or deviation from the Price Offer (order) is considered a new proposal for the conclusion of the Contract, which is subject to confirmation by the Contractor.
17. If the Client attaches their own business terms to the order (confirmation of the price offer), the Contractor is bound by them only if they expressly approve them in writing. In such a case, the provisions of the Client’s business terms apply only if they do not conflict with the Contract and the provisions of the GTC; in case of conflict, the provisions of the Contractor’s GTC take precedence. The provisions of Section 1751, Paragraph 2 of the Civil Code are excluded.
18. The Contractor issues the Client - consumer a confirmation of the concluded Contract in text form within a reasonable time after its conclusion, at the latest before starting to provide the service. The confirmation must contain the information according to Section 1820, Paragraph 1 of the Civil Code unless the Contractor has already provided it to the Client in text form before the conclusion of the contract.
19. **Subject of the Contract**
20. By concluding the Contract, the Contractor undertakes to provide the Services. The Client undertakes to accept the provided Services and the outputs from the provided Services and pay the Price for them.
21. **Provision of Services**
22. The Contractor is obliged to provide the Services within the term specified in the Price Offer and/or the Contract. The Contractor is obliged to provide the Services to the extent and specification as follows from the Price Offer and/or the Contract. Provision of the Service means ensuring all required Services and ensuring the required outputs of these Services and their delivery to the Client. The outputs of the ordered Services are handed over, particularly but not exclusively, at the moment of signing the confirmation of receipt of the outputs of the ordered Services which will contain at least the identification of the contracting parties, the order number (Contract or Price Offer), and the delivery date (hereinafter “Confirmation of Receipt of Outputs”). The Client is obliged to sign the Confirmation of Receipt of Outputs. If the Confirmation of Receipt of Outputs is not signed for any reason, it is assumed that the delivery of the outputs of the ordered Services occurred at the moment of their provision and completion by the Contractor.
23. The Client is entitled to give instructions to the Contractor during the provision of the Services, and the Contractor is obliged to follow the Client’s instructions. The Contractor is not obliged to follow the Client’s instructions if they are unsuitable for the purpose of providing the Services or if they are in conflict with legal, technical, or safety regulations. In such a case, the Contractor is obliged to notify the Client of the unsuitability of the instruction and if the Client insists on complying with this unsuitable instruction, they must make it to the Contractor in writing. In such a case, the Contractor may but is not obliged to comply with the unsuitable instruction. If they comply, the Client bears all possible legal consequences arising from the compliance with the unsuitable instruction.
24. The Contractor undertakes to ensure the ordered Services through its employees or third parties (subcontractors) who have the appropriate qualifications and authorizations. When ensuring Services by a third party, the Contractor has the responsibility as if they were providing the Services themselves unless it is a person ensured by the Client.
25. **Price and Payment Terms**
26. The Price becomes binding upon the conclusion of the Contract. The Price in the Contract is stated as the price excluding VAT and including VAT.
27. The Contractor is entitled to payment of the price for the provision of the Services and the right to issue an invoice at the moment of providing the Services. The Contractor is entitled to issue a proforma invoice for 100% of the agreed Price for the provided Services on the day of the conclusion of the Contract. The Contractor is entitled to suspend the provision of Services until the payment of the proforma invoice. In such a case, it is agreed that the Contractor is not in delay with the provision of Services. If the Client does not pay the proforma invoice within the specified due date, the Client is entitled to withdraw from the Contract.
28. The Contractor’s costs for providing the Services are included in the Price.
29. If the provided Services are not realized in full at the Client’s request, the Contractor is entitled to demand the Price in the full agreed amount unless otherwise agreed by the contracting parties.
30. The Client will pay the Price or its advance based on a tax document - invoice or proforma invoice (hereinafter “invoice”) issued by the Contractor. The invoice is payable within 3 (three) days from its delivery to the Client unless explicitly agreed otherwise in the Contract or Price Offer. In case of doubt, it is assumed that the invoice was delivered to the Client within three (3) days from the date of its dispatch. The invoice must contain the particulars according to applicable legal regulations, in particular Act No. 235/2004 Coll. on Value Added Tax, as amended (hereinafter “VAT Act”), Section 435 of the Civil Code, the number of the Price Offer and/or Contract, and the Contractor’s bank details.
31. The day of payment is considered to be the crediting of the respective amount from the Client’s account to the Contractor’s account.
32. The Price for the provided Services does not include the price of any additional work (additional services) if such unplanned additional work needs to be performed beyond the Contract and/or Price Offer. Additional work means activities that are necessary for the proper provision of the Services and which the Contractor could not reasonably anticipate when preparing the Price Offer. The Client is obliged to accept such additional work and is obliged to pay the fee for the performance of such additional work beyond the agreed Price for the provided Services. Additional work also means activities whose performance the Client requires during the provision of the Services beyond the original scope of the agreed Services specified in the Price Offer. The Contractor is not obliged to perform such additional work. If they do, they are entitled to payment of the fee for the performance of such additional work beyond the agreed Price for the provided Services.
33. **Rights and Obligations of the Contracting Parties**
34. The Client is obliged:
* When submitting a request, at the latest when concluding the Contract and/or confirming the Price Offer, to inform the Contractor of the purpose for which the Services and their outputs are to be used, as well as other circumstances of the Services and their outputs necessary for the successful realization of the Services and ensuring the outputs so that the Contractor can recommend and subsequently apply the most appropriate professional procedure for providing the Services. Failure to fulfill this obligation and providing false information in the request or when concluding the Contract makes it impossible to meet any warranty claims by the Client.
* To inform the Contractor of all circumstances having a decisive influence on fulfilling their obligation to pay the Price for the provided Services or fulfilling other obligations of the Client under the concluded Contract.
* To deliver to the Contractor at least five (5) working days from the date of conclusion of the Contract and/or confirmation of the Price Offer the necessary documents (in particular, documents for which legalization or superlegalization is to be performed, which are to be translated into a foreign language, etc.) for the proper provision of the Services. Until the Client provides the Contractor with these necessary documents, the Contractor is not in delay with the provision of the Services for which these documents are necessary.
* To provide the Contractor with the necessary cooperation for the provision of the Services if it is necessary for their proper and timely fulfillment.
* To pay the Price for the provided Services and accept the outputs of the Services.
1. The Client is entitled to check the manner of providing the Services, and if they find that the Contractor is providing the Services in violation of their obligations or in violation of the Contract, they are entitled to demand the proper removal of defects caused by incorrect provision of the Services.
2. The Contractor is obliged:
* To provide the Services properly and on time according to the conditions of the Contract and/or Price Offer.
* To ensure and deliver the required outputs of the Services to the Client. Unless otherwise agreed, the Contractor delivers the outputs of the services at their registered office or in their place of business.
* To allow the Client to carry out ongoing inspections during the provision of the Services.
* To ensure that no damage or destruction of the documents provided by the Client occurs during the provision of the Services.
* To be insured for the purposes of their operational activities.
* To provide the Services and the required outputs in accordance with legal, technical, and safety regulations.
1. The Contractor undertakes to keep all negotiations related to the provision of the Services confidential and further undertakes to consider all materials and documents provided by the Client as a trade secret. A trade secret is not considered to be information that is publicly known or publicly accessible, or information that must be disclosed to a third party based on a legal regulation or decision of the competent court or other authorized state administration authority.
2. The contracting parties undertake to cooperate during the provision of the Services so that they are successfully, properly, and timely realized. In particular, they undertake to immediately inform each other of all facts that could jeopardize the provision of the Services and, according to their possibilities and capabilities, effectively cooperate in removing all arising obstacles.
3. **Rights from Defective Performance**
4. The Contractor is liable for defects in the provided Services at the time of their provision and the ensured outputs at the time of their delivery. The Contractor is liable to the Client that the Services were provided in accordance with the agreements in the Contract and/or Price Offer and were carried out in accordance with legal, technical, and safety regulations.
5. In the event of a defect found during the provision of the Services, the Client is obliged to notify the Contractor of this defect without undue delay after its discovery. The Contractor is obliged to remove such a defect without undue delay if they acknowledge the defect. If it is not possible to remove the defect, the Client has the right to a reasonable discount on the price. The Client has no rights from defective performance regarding defects that they discovered during the provision of the Services or obvious defects that they could have discovered during the provision of the Services and did not notify without undue delay. The Client has no rights from defective performance if the Contractor does not acknowledge the defect.
6. In the case of hidden defects, the Client is entitled to notify these defects no later than five (5) days from the date of provision of the Services or delivery of the outputs if the outputs of the Services are delivered. These defects must be notified in writing, with the notification containing a detailed description of the defect. If the Contractor acknowledges the defect, the Client has the right only to a reasonable discount on the price corresponding to the type and extent of the defect.
7. The Contractor is obliged to respond to the Client’s claims for hidden defects no later than 30 (thirty) days from the delivery of the written complaint, stating whether they acknowledge the complaint or not and briefly justifying their decision. If the Contractor does not acknowledge the complaint, they have no obligations in connection with the rights from defective performance. If the Client insists on the justification of the complaint, the parties agree that an expert opinion will be prepared at the Client’s expense to determine the justification of the complaint.
8. The Contractor is not obliged to reimburse the Client for their costs and expenses directly or indirectly associated with asserting rights from defective performance.
9. The Client has no right to compensation for costs incurred in removing defects in the provided Services themselves or by a third party unless agreed otherwise with the Contractor. If the Client removes defects in the provided Services themselves or through a third party without the Contractor’s consent, the Client is not entitled to reimbursement of the costs incurred in removing the defects.
10. If the Client chooses the right to a reasonable discount on the price and the Contractor does not acknowledge the complaint, the Client is not entitled to withhold payment of the price for the provided Services corresponding to the chosen discount. If the Client insists on the justification of the complaint and the amount of the reasonable discount, the parties agree that an expert opinion will be prepared at the Client’s expense to determine the amount of the reasonable discount on the price.
11. The Client has no right to compensation for damages whose compensation was achieved by asserting rights from defective performance.
12. The Client has no rights from defective performance if the Client caused the defect in the provided Services themselves.
13. If the Client is a consumer, the provisions of the Civil Code and the Consumer Protection Act that cannot be contractually deviated from apply to the assertion of rights from defective performance before the provisions of these GTC.
14. **Penalties**
15. In the event of the Client’s delay in paying the Price for the provided Services, the Client is obliged to pay the Contractor a contractual penalty of 0.5% of the owed amount for each calendar day of delay.
16. If the Client refuses to sign the Confirmation of Receipt of Outputs, the Contractor has the right to demand payment of a contractual penalty of CZK 5,000 (five thousand Czech crowns).
17. The Contractor has the right to payment of a contractual penalty of CZK 5,000 (five thousand Czech crowns) for each individual breach of the Contract and the provisions of the GTC by the Client.
18. The contractual penalty is payable within 5 (five) days from the day the Contractor delivers the demand for payment of the contractual penalty to the Client. In case of doubt, it is assumed that the demand for payment of the contractual penalty was delivered to the Client within three (3) days from the date of its dispatch.
19. Payment of the contractual penalty does not extinguish the obligation of either contracting party to properly fulfill the breached obligation and does not affect the claim for compensation for damages of the entitled Contracting Party. Payment of the contractual penalty does not exclude the Contractor’s right to compensation for damages for breach of obligations secured by the contractual penalty. The provisions of Section 2050 of the Civil Code are excluded.
20. **Compensation for Damages and Force Majeure**
21. In the event that the Client incurs damages in connection with the Contract and the provision of Services towards the Contractor for any legal reason, it is agreed that the limitation of damages is up to a maximum of 50% of the total price of the provided Services. The stated limit of damages applies to all claims of the Client for damages. To avoid doubts, it is agreed that the stated limitation of damages does not apply in cases where such limitation of damages is excluded by applicable regulations. The Contractor is not liable for damages incurred by the Client or third parties as a result of unauthorized and incorrect use of the provided Services and performed outputs contrary to legal regulations, the GTC, the separate Contract, or other agreements between the parties, the Contractor’s recommendations, or contrary to the purpose of the provided Services and the purpose of the outputs or in any other way than for which they are intended or normally used and further the Contractor is not liable for damages resulting from defects and/or defects in the provided Services about which the Client knew or caused by the Client. Damages mean only actual damages; lost profits are not compensated, either in the usual amount or actually proven. Non-material damage is also not compensated.
22. A contracting party is not liable for the complete or partial non-fulfillment of any of its obligations if the non-fulfillment is a consequence of such circumstances that presuppose force majeure if it cannot reasonably be expected that the obligated contracting party would overcome this obstacle or its consequences, that it could foresee the occurrence of the aforementioned obstacle at the time of its contractual obligation, if this fact occurred independently of the will of this contracting party. An obstacle independent of the will of the contracting party is considered, in particular, to be an operational shutdown, strike, epidemic and pandemic, fire, natural disasters, war conflicts, embargo, state or EU measures including anti-dumping. The contracting party for which the fulfillment of the obligation became impossible due to the occurrence of a force majeure event must immediately inform the other contracting party in writing, at the latest within 7 (seven) days after the occurrence of the above-mentioned circumstances, and similarly inform the other contracting party in writing within 7 (seven) days of the cessation of the force majeure event. If the force majeure obstacle persists for the duration of the contract longer than 30 (thirty) days, either of the contracting parties has the right to withdraw from the contract. A force majeure event is not recognized if the circumstances occurred at the time when the obligated party was already in default with the fulfillment of its obligations or circumstances that arose from its economic conditions.
23. The Contractor is not liable for any consequences associated with the violation of copyright or other intellectual property rights based on the provided Services and performed outputs.
24. **Termination of the Contract**
25. The contracting parties have the right to withdraw from the Contract for reasons specified in legal regulations (Civil Code, Consumer Protection Act). If the reasons for withdrawal are fulfilled, the contracting parties are entitled to withdraw from the purchase contract within 14 days after the reason for withdrawal occurred. Within this period, the written withdrawal must be delivered to the other contracting party. The right to withdraw from the Contract expires upon the expiration of this period.
26. A Client who concluded the purchase contract outside their business activity as a consumer has the right to withdraw from the Contract provided that the Contract was concluded by distance means or outside business premises within the meaning of the provisions of Sections 1824 et seq. of the Civil Code. The withdrawal period is 14 days from the date of conclusion of the Contract. To meet the withdrawal period, the Client - consumer must send the declaration of withdrawal within the withdrawal period.
27. If the consumer withdraws from the Contract, the subject of which is the provision of services, and the Contractor started fulfilling based on the consumer’s explicit request before the withdrawal period expired, the consumer pays the Contractor a proportional part of the agreed Price for the fulfillment provided up to the moment of withdrawal from the contract.
28. The Client sends the withdrawal from the purchase contract to the Contractor’s email address by registered mail to the Contact Address, or it can be delivered in person to the Contractor’s registered office.
29. If the Client withdraws from the Contract at a time when part of the Services has already been provided, the Contractor has the right to a partial Price corresponding to the performed Services and the right to reimbursement of reasonably incurred costs in connection with the provision of the Services.
30. If the Client withdraws from the purchase contract validly and under the conditions specified in the GTC, the Seller will return all monetary funds received from the Client without undue delay, but no later than 30 days after the withdrawal from the contract or from the return of the goods by the Seller, whichever occurs later, and in the same manner. The Seller will return the received monetary funds to the Client in another manner only if the Client agrees, and if it does not incur additional costs. If the Client withdraws from the purchase contract, the Seller is not obliged to return the received monetary funds to the Client before the Client hands over the goods to the Seller or proves that they sent the goods to the Seller’s Contact Address or to the Seller’s registered office.
31. The Client cannot withdraw from the contract:
	1. for the provision of Services if they have been provided in full; in the case of performance for a fee only if it began with the prior express consent of the Client - consumer before the expiration of the withdrawal period and the Client was informed before the conclusion of the Contract that the right to withdraw from the contract ceases with the provision of performance
	2. for the delivery of goods or Services whose price depends on fluctuations in the financial market independent of the Client’s will and which may occur during the withdrawal period.
32. **Protection of Personal Data**
33. The protection of the personal data of the Client who is a natural person is provided by Act No. 101/2000 Coll. on the Protection of Personal Data, as amended, and by Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016 on the protection of natural persons with regard to the processing of personal data and on the free movement of such data, and repealing Directive 95/46/EC.
34. The Client agrees to the processing of their personal data: name and surname, residence address, if applicable, registered office, identification number, tax identification number, email address (email, data box), phone number (collectively referred to as “personal data”).
35. The Client agrees to the processing of personal data by the Contractor for the purposes of exercising rights and obligations under the Contract. Unless the Client chooses otherwise, they agree to the processing of personal data by the Contractor also for the purposes of sending information and commercial communications to the Client. Consent to the processing of personal data to the full extent under this article is not a condition that would by itself prevent the conclusion of the purchase contract.
36. The Client acknowledges that they are obliged to provide their personal data correctly and truthfully when placing the order and that they are also obliged to inform the Contractor without undue delay of any change in their personal data if such a change occurs during the processing of the order until the provision of the Services.
37. The processing of the Client’s personal data may be entrusted by the Contractor to a third party as a processor. Except for persons providing the Services as subcontractors, the personal data of the Contractor will not be transferred to third parties without the prior consent of the Client.
38. Personal data will be processed for an indefinite period. Personal data will be processed in electronic form by automated means or in printed form by non-automated means.
39. The Client confirms that the provided personal data are accurate and that they were informed that the provision of personal data is voluntary.
40. If the Client believes that the Contractor or the processor is processing their personal data in a way that is inconsistent with the protection of the Client’s private and personal life or in violation of the law, especially if the personal data are inaccurate with respect to the purpose of their processing, they can:
* Request the Contractor or processor for an explanation.
* Require the Contractor or processor to remedy the resulting situation.
1. If the Client requests information about the processing of their personal data, the Contractor is obliged to provide this information. The Contractor has the right to demand a reasonable fee not exceeding the costs necessary to provide the information for providing the information according to the previous sentence.
2. **Protection of Confidential Information**
3. All information that the contracting parties provide to each other during the negotiation of the Contract and in connection with it is confidential, and neither of the contracting parties to whom this information was provided may disclose it to a third party or use it contrary to its purpose for their needs. Furthermore, the contracting parties will consider all information regarding the Contract and the provision of Services that is not publicly accessible or known as confidential and will keep it secret. In this context, the contracting parties undertake to bind all their employees or persons they entrust with partial tasks in connection with fulfilling the subject of the Contract to confidentiality regarding confidential information.
4. The obligation of confidentiality does not apply to information that:
* Can be disclosed without violating the Contract.
* Was exempted from these restrictions by the written consent of both contracting parties.
* Is known or disclosed otherwise than as a result of a breach of obligation by one of the contracting parties.
* The recipient knew before being informed by the contracting party.
* Is requested by a court, public prosecutor, or competent administrative authority based on the law, or if its disclosure is required by law.
* The contracting party discloses to a person bound by a statutory duty of confidentiality (e.g., a lawyer) for the purpose of exercising their rights.
1. In the event of a breach of the obligation under this article of the GTC, the affected contracting party is entitled to demand from the other contracting party the surrender of the benefits from the transaction in which this obligation was breached or the transfer of the corresponding rights free of charge to the entitled Contracting Party. This does not affect the right to compensation for damage. In this case, the contracting parties expressly agree to compensate for non-material damage as well.
2. **Intellectual Property Rights and Granting of License**
3. If, during the fulfillment of the provision of Services, an output is created that may be subject to intellectual property rights (copyright, industrial property rights, etc.), all proprietary and copyright rights belong exclusively to the Contractor unless otherwise agreed in the Contract. The Client is not entitled to dispose of or use such an output, which is the subject of intellectual property rights, in any way without the Contractor’s consent and is not entitled to allow any third party to do so unless otherwise agreed in the Contract.
4. **International Element**
5. If the Client is a natural or legal person with a place of business/registered office outside the territory of the Czech Republic (hereinafter “foreign Client”), the legal relationship between the Contractor and the foreign Client based on the Contract will be governed by Czech law, the provisions of the Contract, and these GTC. This does not apply in the case of a Client who is a consumer.
6. For disputes arising from the legal relationship established by the Contract, Czech courts are competent. The contracting parties agree that the District Court for Prague 1 or, where applicable, the Municipal Court in Prague will have jurisdiction to resolve disputes arising based on the Contract. This does not apply in the case of a Client who is a consumer.
7. **Final Provisions**
8. These business terms and conditions apply in the version published on the Contractor’s Website on the day of sending the electronic or written order (Price Offer) unless otherwise agreed in writing between the participants. The Client confirms that they have acquainted themselves with these GTC, understand all the agreements, conditions, and/or rights and obligations arising from the GTC, and expressly agree with them by sending/confirming the Price Offer and/or concluding the Contract.
9. The contracting parties agree that the Contract will be interpreted in accordance and will have legal consequences only according to the agreements expressly stated in the contract and according to the law, excluding the consequences arising from customs and established practices of the contracting parties. The contracting parties agree pursuant to Section 558, Paragraph 2 of the Civil Code that general or industry-specific business customs are not considered.
10. The contracting parties can mutually deliver all written correspondence also via electronic mail to the Contractor’s email address specified in the header of these GTC or in the Contract and to the Client’s email address specified in the request, confirmation of the Price Offer, and/or in the Contract.
11. The Client hereby assumes the risk of a change of circumstances within the meaning of Section 1765, Paragraph 2 of the Civil Code.
12. The Contract is binding for the legal successors of the contracting parties.
13. The Client is not entitled to unilaterally set off any claim arising from the Contract against a claim of the Contractor. The Contractor is entitled to unilaterally set off any of their claims against the Client without limitation.
14. The Client is not entitled to assign any of their claims, obligations, duties, and rights arising from the Contract without the Contractor’s consent. The Contractor is entitled to assign their claims, obligations, duties, and rights arising from the Contract without limitation.
15. The wording of the business terms and conditions may be changed or supplemented by the Contractor. This provision does not affect the rights and obligations arising during the validity period of the previous version of the business terms and conditions.
16. In the event of a dispute between a Client who is a consumer and the Contractor, the consumer can use the possibility of out-of-court settlement of a consumer dispute at the Czech Trade Inspection Authority (http://www.coi.cz). The rules for the procedure for resolving consumer disputes are stated on the website of the Czech Trade Inspection Authority. An out-of-court settlement of a consumer dispute can also be conducted at the European Commission’s website https://webgate.ec.europa.eu/odr/.
17. The contracting parties agree, in accordance with the provisions of Section 89a of Act No. 99/1963, the Code of Civil Procedure, as amended, that the locally competent court for disputes arising from the Contract and related to the Contract and/or the provision of Services will be the District Court for Prague 1 or, where applicable, the Municipal Court in Prague. This does not apply in the case of a Client who is a consumer.

These business terms and conditions take effect on December 1, 2024.