

General Terms and Conditions

DogEdu s.r.o.
IČO: 09730311
Headquarters: Kettnerova 2048/28
Praha 5, 15500
(hereinafter referred to as "Provider")



I. Basic Provisions

1. These General Terms and Conditions (hereinafter referred to as "GTC") regulate the conditions for providing online conferences and similar services through the Provider's e-shop, www.peskonference.cz (hereinafter referred to as the "website") and the website interface (hereinafter referred to as "store web interface").
2. The GTC are further regulated in accordance with the relevant provisions of Act no. No. 89/2012 Coll. of the Civil Code (hereinafter referred to as the "Civil Code") regarding mutual rights and obligations of the contracting parties arising in connection with or on the basis of the customer's order (hereinafter referred to as the "buyer") through the Provider's e-shop.
3. The GTC form an integral part of the contract set in accordance with the provisions of § 1746 para. 2 and the corresponding Civil Code between the customer and the Provider. Deviating provisions of the contract take precedence over the provisions of these terms and conditions. In unregulated issues, the amendment to the Civil Code will be applied in the alternative, and in the event that the buyer is in the position of a consumer, also the amendment contained in Act no. No. 634/1992 Coll., regarding consumer protection.

II.

Subject of the contract and user account

1. The subject of the contract is an online conference (hereinafter referred to as a "digital product"), the content of which includes lectures by dog trainers or persons dealing with topics related to dogs.
2. The customer must provide the technical equipment/tools through which he will use the digital product before concluding the contract (sending the order).
3. The performance under the contract by the seller means the provision of online access to the live broadcast of the digital product and subsequent access to the recorded videos for a period of three months from the end of the live broadcast.
4. The Provider's e-shop provides a detailed description of each individually offered digital product, including its price. By ordering a digital product, the customer agrees with the amount of this price.

5. Based on the order on the Provider's website and payment of the price, the Provider will provide the customer with access information to the digital product no later than 12 hours before the start of the live broadcast.

6. When ordering a digital product, the customer is obliged to state all the necessary data correctly and truthfully. The provider is not liable for damage on the part of the customer caused by providing incorrect or outdated data.

7. The e-shop, the Provider's website or their individual parts may at times be temporarily unavailable or only available to a limited extent, especially due to an update, renewal, technical outage or technical failure. The customer is not entitled to compensation in case of temporary unavailability of the digital product.

III.

Ordering and agreeing to a contract

1. The contract between the Provider and the customer is agreed upon electronically via the web interface of the store.

2. The contract enters into force after full payment of the said price.

3. The contract, the subject of which is a digital product, goes into effect by ordering the product on the e-shop. The digital product is ordered by sending the request via the order form, according to the given instructions. The customer is informed about the acceptance of the order both on the website after it has been sent and through an informational e-mail message sent to his e-mail address.

Before sending an order by clicking on the appropriate button, the customer is obliged to carefully check the digital product description, total price, and other details needed to close the contract. By sending the order form, the customer also confirms that he has the necessary technical equipment available to use the digital product (Article II (2)).

By clicking on the binding order button and sending the order, the customer cannot repair, modify or further refine its data without such changes being saved in its user account. By sending the order by clicking on the "send" button, the order is considered binding.

4. The customer agrees to keep the digital product only for his personal use and understands that it must not be made available to third parties and that the digital product is protected by copyright.

5. The Agreement is archived by the Provider's technical means in electronic form.

6. The customer assumes the risk of a change of circumstances pursuant to the provisions of Section 1765 (2) Civil Code. The contractual relationship established by the contract between the Provider and the customer does not apply the provisions of § 1826 par. e) of the Civil Code.

IV.

Price and payment terms

1. The price of a digital product or other services is final, but does not include the costs that a third party might charge the customer (e.g. the customer's banking service provider, customer's internet connection provider, etc.)
2. The price for a digital product or other service may be paid by the customer in a number of ways when ordering, namely:
 - a. payment card through the so-called payment gateway
 - b. cashless transfer to the Provider's bank account
3. The price is considered paid when the relevant amount is credited to the bank account of the Provider, or by receiving an internal electronic message confirming payment from the payment gateway.

V.

Withdrawal from the contract and refund of the purchase price

1. The customer has the right to withdraw from the contract within 14 days of its closure. This withdrawal must be made by e-mail to the email address: dejpac@metkonference.cz, and for these withdrawals the buyer can use the prepared form for withdrawal from the contract here:
2. In the event of a valid withdrawal from the contract, the Provider will return the customer paid amount in the same form in which its payment was made. Entitlement to a refund according to the previous sentence expires if the ordered performance has already been provided to the customer, unless generally binding legislation provides otherwise.
3. The Provider is entitled to cancel the binding order if it is not paid by the customer in full no later than 14 days from the date of sending the binding order.

VI.

Privacy and storage of cookies

1. The customer agrees to the storage of cookies in a web browser to which he has access to and accesses the Provider's web interface.

The provider, as the administrator of the personal data that will be provided to him under the purchase agreement provided by the buyer, undertakes to process this personal data in accordance with legal

regulations, especially with Act No. 110/2019 Coll., on the processing of personal data and the Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016 on the protection of persons with regard to the processing of personal data and on the free movement of such data and on cancellation Directive 95/46 / EC. The legal reason for the processing of personal data by the controller is hence primarily contract, accounting marketing information can be revoked by the customer at any time.

VII.

Out-of-court settlement of a consumer dispute

1. In the event that there is a dispute between the Provider and the consumer under a contract which cannot be settled by mutual agreement, the consumer agrees to submit an out-of-court settlement of such a dispute to a designated entity for settlement of consumer disputes. In this case:

Czech Trade Inspection
Central Inspectorate - ADR Department
Prague 2
Email: adr@coi.cz
Web: adr.coi.cz

2. The consumer can also use the online dispute resolution platform that is set up on the European Commission website at <http://ec.europa.eu/consumers/odr>. "Under the terms of the Regulation (EU) No 524/2013 of the European Parliament and of the Council on the settlement of consumer disputes online."

VII.

Responsibility

For the purposes of these GTC, a digital product also means an online conference covering a summary of general information, partial knowledge and partly subjective opinions of dog trainers or persons dealing with topics related to dogs.

However, this information and advice cannot be applied to a specific dog without another individual adapting these procedures to that dog.

The provider thus cannot and does not bear any responsibility in any form for that customer, as the knowledge contained in the digital product was not adapted to the individual needs of a specific dog.

By agreeing to the contract, the customer acknowledges the facts described above and the fact of exclusion responsibilities of the seller. The information contained in the digital product is not a substitute for professional help in dog training.

VIII.

Common and final provisions

1. The legal relationship between the parties is governed by Czech law, even if the legal relationships as described above contain an international element. Based on Act No. 89/2012 Coll. of the Civil Code, and in the case of provider-consumer relationship, also Act No. 634/1992 Coll. on consumer protection.

2. In the event of the invalidity or ineffectiveness of any of the provisions of these GTC, it does not affect the validity of the contractual relationship established by the contract between parties, provided that this provision can be separated from the others without substantially altering the conditions of the contractual relationship, especially if it would be to the detriment of the consumer.

IX. Effectiveness of GTC

These general terms and conditions take legal effect on November 30th, 2020.