

E-mail: svitani@hipoterapie-kurzy.com Web: hipoterapie-kurzy.com/svitani/

IBAN: CZ512010000002502325728

Svítání S Education, consultation and guidance in equine assisted services

GENERAL BUSINESS TERMS AND CONDITIONS FOR PROVIDING THE PRODUCTS OF SVÍTÁNÍ, Z.S.

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1. INTRODUCTORY PROVISIONS

These general terms and conditions govern the rights and obligations that arise for you and us when ordering Products Svítání, z.s. We mean the company Svítání, z.s. with registered office Klášterní 870/3, 460 01 Liberec; I.D. number: 68974990.

These general terms and conditions govern the legal relations between the Provider. Users of the products and services of Svítání, z.s. from Contracts for the provision of products and services concluded through means of remote communication via the Provider's website interface or by e-mail and applies to the purchase of e-books (electronic books), books and documents, seminars (realised online and live), advice and consultation (implemented online and live) via the web interface https://hipoterapie-kurzy.com/. From now on referred to as "products".

These Terms and Conditions do not contain any agreement on a contractual penalty to be borne by the User. However, the User is legally responsible for damage (property and nonproperty) caused by the Provider due to a breach of any contractual obligation stipulated by these Terms.

These Terms are an integral part of the Agreement concluded between the Provider and the User.

2. DEFINITIONS

Svítání, z.s. provides advice, consultation and education. Description of the Products and variants of use, instructions and recommendations of the Provider is listed on the Provider's website https://hipoterapie-kurzy.com/.

Provider or us means Svítání, z.s. with registered office Klášterní 870/3, 460 01 Liberec; ID: 68974990; registered 3194/KSUL Regional Court in Ústí nad Labem. You can contact us online: at svitani@hipoterapie-kurzy.com

User means announcing the Product or entering legal relations with the Provider through the web interface.

The User can be an entrepreneur (a natural person doing business - self-employed or a legal entity, e.g. s.r.o. or a joint-stock company) or a consumer.

According to the law, a consumer is a natural person who does not act as part of his business activity or as part of an independent professional performance. If you are a nature honest and



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enter your I.D. number in the order, you enter the Purchase Agreement as an entrepreneur, not a consumer.

The price list is information on the amount of payment for the Products. The product price includes information on whether the price is with or without VAT and the indication of the current VAT rate. The current Price List is available on the web interface.

GDPR means Regulation (E.U.) 2016/679 of the European Parliament and of the Council of 27 April 2016 on the protection of individuals about the processing of personal data and the free movement of such data and the repeal of Directive 95/46/E.C. (General Data Protection Regulation).

The Civil Code is Act No. 89/2012 Coll., Civil Code, as amended.

Conditions are understood as these General Terms and Conditions for providing Svítání Products, z.s.

The Product means the Provider's provision consists of advice, consultation and education.

3. CONCLUSION OF CONTRACT

The Contract between us and you is concluded at the moment of confirmation of your order for the Product you choose.

The Web interface lists the offers of the Products, including their content and a description of the main features. Their presentation on the Web interface is informative and is not a proposal by the Provider to conclude a contract (within the meaning of § 1732 paragraph 2 of the Civil Code).

The Contract for the provision of the Product is concluded when the Uthe Provider confirms the Userider's e-mail. The order can be placed via:

- web interface,
- E-mail communications.

A condition for a valid electronic order is filling in all prescribed data and requirements listed in the order form.

The User acknowledges and agrees to use remote communication when concluding the Agreement. The costs incurred by the User when using means of communication at a distance in connection with the conclusion of the Agreement (costs of Internet connection, costs of



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telephone calls) are paid by the User himself, and these do not differ from the introductory rate.

Accepting an offer with an amendment or variation is not an acceptance of the offer.

4. PRODUCT PROVISION

DELIVERY METHOD:

When purchasing an e-book, the digital content in PDF or similar format will be delivered after payment of the purchase price to e-mail as an attachment to an e-mail message or by sending a link where the content can be downloaded or opened.

When purchasing a product online, after payment of the price, the User will create a User account on the web interface and access data for his User account will be generated and sent to the electronic address specified in the order (terms of use are determined in Article 6). If the seminar opens on the same day for all registered participants, the User will receive the access data on the pre-announced day after payment. After logging in using the access data, the digital content (online seminar) will be delivered to the User by making the member section available. Suppose it is effective concerning the continuity of the content. In that case, the individual lessons will be made available to the User gradually, according to the schedule indicated on the "bulletin" of the members' section of the online seminar.

When purchasing a seminar (see article Error! Link source not found.), the User will receive information about the place and date of the seminar (if not specified directly in the event menu). In case of cancellation of this date for reasons of the organiser, the User will be offered a new date. If this deadline does not suit the User, he has the right to withdraw from the Contract with the right to a refund. In the case of individual seminars (consultation, consulting, etc.), the date and place of the event are agreed upon by both parties, with the necessity of conducting the seminar within 6 months of purchasing the seminar.

DELIVERY TIME:

The e-book, online seminar, will be delivered within 3 working days after the payment is credited to the bank account. When purchasing an online program, the Provider must set up the User's access to the group's online portal or other related access rights within 3 working days after receiving the full payment or the first instalment from the User to its account. The schedule and materials will be published gradually.



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In the case of pre-sales of products, the Provider has the right to create access data for the User by 2 days before the start of product delivery or on a previously announced date.

In the case of seminars, the User makes a reservation for the seminar by crediting the amount to the Provider's account.

After delivery of the e-book, the User shall check the functionality and availability of the content as soon as possible and, if they discover any deficiencies or defects, contact the Provider immediately. Details are given in Article 10.

For digital content to be fully functional, the User must have hardware and software equipment that allows, in particular, to open and work with documents in PDF format.

5. PRICE OF PRODUCTS AND METHOD OF PAYMENT

For using the Svítání Product, z.s. you are obliged to pay the remuneration in the agreed amount and on time. If you do not fulfil this fundamental obligation towards us, we may restrict your access to the product Svítání, z.s.

The amount of the price for the Product is determined in the Price List, which is published on the Web Interface. The Provider reserves the right to adjust the price in the Price List unilaterally.

Payment for the Product is made in advance and is non-refundable. The User pays for the Product in advance based on an (advance) invoice issued by the Provider according to the selected Product with a maturity of seven (7) days (unless otherwise agreed).

The invoice is sent in PDF format by e-mail to the User on the day it is issued and is considered delivered by sending it to the User's e-mail. In the case of demonstrably late delivery, the due date is calculated from the day when the invoice was demonstrably delivered to the User. The Provider will issue the tax document to the User after payment of the advance invoice. The invoice is paid when the appropriate amount is credited to the Provider's account.

The Provider is entitled to suspend the provision of the Product to the extent that the User is in arrears with the payment of any amount by more than seven (7) days.

In the event of a delay in payment of any amount that the User is obliged to pay to the Provider in connection with the use of the Product, the User, who is not a consumer, undertakes to pay the Provider interest on the delay in the amount of 0.1% of the owed amount for each day of delay.



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The price of the Product is paid by the User without cash, in a way that the User chooses from the Provider's offer, by bank transfer or online through a payment gateway. The Provider does not charge any fees depending on the payment method.

For non-cash payments, the payment methods are connected to STRIPE's payment gateway, which provides secure technology for accepting payment cards and online bank transfers. Payment card numbers and e-banking passwords are entered using a secure and trusted channel of Payment Gateway Providers per this article. The following payment options can be used:

- online payment or credit card;
- by fast bank transfer;
- by bank transfer based on an advance invoice.

The User is obliged to pay the price by indicating the correct variable payment symbol. Otherwise, the Provider needs help to identify the payment and start providing the Product.

The Provider may provide the User with price discounts and bonuses. The rules for providing are listed on the Web Interface.

6. TERMS OF USE OF PRODUCTS

Our website offers e-learning programs, seminars, webinars, e-books, consultations, consultancy, etc. You can order products from us.

The User can order the Product by marking the selected Product, filling in, and sending the sales form. The Contract for the Product purchase is concluded when the Provider delivers the order confirmation to the User's e-mail address.

The Product's price is usually indicated directly next to the Product offered on the Web Interface. The price is final. If the Additional Product needs to be physically sent to the User, the price does not include shipping costs.

For the payment of the price for the Product, Article 5 of the Terms and Conditions shall be applied appropriately.

For online educational products, delivery means sending access data by the Provider to the User's e-mail address specified in the sales form or by sending a URL link.

The Provider will provide the access data to the User only after payment of the entire purchase price and within three days at the latest unless otherwise stated.



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In the case of C.D.s, DVDs, books, and gift items, the Provider delivers and delivers the ordered goods according to size and weight by a commercial parcel of the Czech Post or via another Provider (PPL, DHL, etc.) according to the current tariff, as soon as possible, usually within 2-10 working days from receipt of payment. The place of delivery is determined based on the customer's sales form. The delivery of the Additional Product to the address specified by the User in the sales form is deemed to be the fulfilment of the delivery.

Access data to online products or the relevant URL address are intended only for the User's personal use. The User must maintain confidentiality regarding the information necessary to access the online Product or the URL address provided.

The Product that the Provider sells via the Web interface (online educational programs, webinars, books, CDs, DVDs), including their contents, are subject to legal protection under copyright law. Any distribution or provision of them to third parties without the author's consent is prohibited. The authorisation to exercise the right to use the author's work can only be granted to the User based on a license agreement. The User is responsible to the Provider for the damage caused by violating copyright protection rights.

By providing the products, the Provider does not transfer any responsibility for the User's business activities nor for losses caused by the User's trading. The products are not a substitute for a personal consultation.

7. LIVE EVENTS

Provisions for Live Events - Seminars, Workshops, Conferences, Consultations, Consulting, etc. Listed here as Seminars:

Participants will be assigned to the seminar according to the paid application order. The participant will be notified if he is not included due to the capacity being filled.

The organiser reserves the right to change the date of the seminar, possibly, the lecture hall or cancels the seminar for organisational and operational reasons. In the event of a change of date or cancellation of the seminar, the participant has the right to a refund of 100% of the seminar price, attend the seminar on an alternative date, or choose another product of the Provider at the same price.

The organiser bears no responsibility for defects in the products of any third party that it uses for its products. Furthermore, it is not responsible for injuries, damages and losses participants incur.



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By submitting the sales form, the participant acknowledges that photos, video and audio recordings may be taken from the event.

Participation in the seminar is voluntary, and each participant is responsible for himself. The instructor's instructions are only suggestions the participant follows at their discretion. The participant acknowledges that he may be exposed to physical, mental or emotional stress during the personal development seminar. Participation in personal development seminars is intended for healthy, independent people interested in personal growth who do not suffer from mental or mental disorders.

Suppose the seminar participant is currently undergoing any treatment. In that case, he undertakes to inform the lecturers of this fact and of the nature of the difficulties that are the reason for the treatment before the start of the seminar. He should also inform his attending physician about his participation in the seminar.

If you unsubscribe more than 21 days before the seminar date, we will return the amount paid without an administrative fee of 50EUR. Instead of a refund, the participant can transfer the already paid price to the purchase of another product from the Provider's offer at the total cost of the seminar.

If you cancel less than 21 days before the seminar date, you will be charged a cancellation fee of 100% of the seminar price. However, the participant can transfer the already paid cost to purchasing another product from the Provider's offer at the total seminar price, or attend the seminar on an alternate date, if it is repeated or can send a substitute.

The money will be returned to you to the same account from which the funds were paid after confirmation of receipt of the corrected tax document delivered by the participant to the Provider's e-mail address.

A participant who cancels/cancels his order less than 2 days before the day of the seminar is required to pay the participation fee.

The participant can send a substitute who cannot go and must inform the User about this step. There is no cancellation fee; the entire payment is transferred to the new participant.

Participation in the seminar is transferable if the participants do not have to meet special conditions (e.g. qualifications, participation in previous seminars or training, etc.).

The participation fee is not refunded if the participant or substitute does not participate in the event.



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8. DURATION OF PROVIDING PRODUCTS

The Agreement is concluded indefinitely unless otherwise specified in these Terms and Conditions or the Agreement. It may be terminated in any of the following ways:

By Agreement of the parties as of the date specified in such Agreement;

termination by either party without giving reasons with a one-month notice period that begins on the first day of the following calendar month after the delivery of the notice to the other party;

by withdrawing from the Agreement according to Article 9 of the Terms and Conditions.

In the event of termination of the contractual relationship, the User is not entitled to a refund of the proportional part of the paid and unused price for using the Product.

The Provider undertakes to irrevocably delete the User Content, including entered personal data, within 30 days of the termination of the Agreement, unless otherwise agreed.

9. WITHDRAWAL FROM THE AGREEMENT

In this article, you will learn how to terminate the Agreement to provide Products immediately.

WITHDRAWAL FROM THE CONTRACT BY THE PROVIDER

Suppose the User violates any obligation established by law or the Contract or is more than 30 days in arrears with any payment for the Product. In that case, the Provider can restrict the User's use of the Product and/or withdraw from the Contract.

In the event of withdrawal from the Agreement, the User shall not be entitled to a refund of the aliquot part of the price paid for using the Product.

WITHDRAWAL BY THE USER-CONSUMER

The user-consumer is entitled to withdraw from the Agreement without giving a reason within 14 days of its conclusion without any penalty.

To exercise the right to withdraw from the Contract, the consumer must inform the Provider about withdrawing from the Contract electronically to the Provider's e-mail address svitani@hipoterapie-kurzy.com. Model Form for withdrawing from the Contract in Appendix No. 1.



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Suppose the User is given a gift or bonus with the Product. In that case, the gift contract between the Provider and the User is concluded with the severance condition that if the User withdraws from the Purchase Agreement without giving reasons, the gift contract loses its effectiveness, and the User is obliged to return the gift return within 14 days of withdrawal from the Contract at the latest. All gifts and bonuses are sent or made available only after payment of the purchase price unless otherwise stated on the web interface.

In the event of withdrawal from the Agreement, the User shall not be entitled to a refund of the aliquot part of the price paid for using the Product.

The price for the Product will be returned to the User in the same way as it was received within 14 days of withdrawal from the Agreement.

10. CLAIMS

If our Products do not work as they should, you can complain about them according to the rules below.

The rights and obligations of the contracting parties regarding liability for defects, i.e. rights from unsatisfactory performance, are governed by the relevant generally binding regulations (especially the provisions of Sections 1914 to 1925, Sections 2099 to 2117 and Sections 2161 to 2174 of the Civil Code).

Unsatisfactory performance is claimed by the User with the Provider without undue delay but by two years after taking over the goods. Article 10 of the Terms and Conditions apply mutatis mutandis to the procedure for reporting a defect and settling a claim from defects.

The Provider is not obliged to comply with the User's claim if he proves that he knew about the defect in the goods before taking over or causing it himself. The Provider is not responsible for defects resulting from normal wear and tear or failure to follow the instructions for use. Also, the Provider is not responsible for defects that may occur to the User due to the User's slow Internet connection, non-updated Internet browser or noninstalled mandatory software for launching a webinar or online Product, which is beyond his control. Online educational products and webinars contain only instructions and recommendations; the Provider is also not responsible for the success or failure of the User when applying in practice.

The User is entitled to complain about the Product and other services if they do not correspond to the description on the Web Interface, are not provided for the ordered time or are otherwise contrary to the Agreement and these Terms.



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If the product (or access data for the online seminar) was not delivered within the delivery time, please check the "bulk mail" or spam folders first. If you can't find the Product (access data), file a complaint according to the instructions below.

The User must report the complaint to the Provider as soon as possible after discovering the defect (but no later than within 6 months of discovery), via the User account or to the Provider's contact e-mail. The complaint should contain a description of the defect and all relevant facts.

At the same time as the notification of the defect, the User will notify the method they would like to resolve the complaint. You can choose to provide a replacement Product or a free extension of the prepaid period, or you can withdraw from the Agreement. If you use the complaint in e-mail correspondence, contact the Provider at the address: svitani@hipoterapie-kurzy.com.

The Provider will decide on the complaint within five (5) days. The User will be informed about this by e-mail. If the complaint is justified, the Provider will handle the complaint within thirty (30) days.

Filing a complaint does not have a suspensive effect on paying the price for the provided Product.

A sample form for submitting a claim is in Appendix No. 2.

11. DISCLAIMER OF LIABILITY

In this article, you will learn when we are not responsible for damages you incur concerning the use of our Products.

Use of the Products is at the User's own risk. The Provider is not responsible for any direct or indirect damage or injury. The Provider is also not responsible for the success or failure of the User during the application in practice.

The Provider is not responsible for the inability or limitation of the Product used by the User caused by malfunctions of the Internet network, as well as other technical circumstances that the Provider cannot influence or whose solution requires the cooperation of third parties. (e.g. unavailability of the server used by the Provider for the operation of the Product).

The Provider is not responsible for errors arising from third-party interventions in the Web interface or Product or because of their use contrary to their purpose.



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12. PROCESSING OF PERSONAL DATA

By using the product Svítání, z.s. you entrust with personal data "for management". The website states how we treat the personal data entrusted to us - <u>https://hipoterapie-kurzy.com/svitani-international/gdpr-en/</u>

13. OUT OF JUDICIAL DISPUTE RESOLUTION

Suppose a dispute arising from the Agreement arises between the User, the consumer, and the Provider, which cannot be resolved amicably. In that case, the consumer may submit a proposal for an out-of-court settlement of such a dispute to the designated entity for the out-of-court resolution of consumer disputes, which is the Czech Trade Inspection Central Inspectorate.

14. FINAL PROVISIONS

Suppose the relationship related to the Web interface or the legal relationship established by the Contract contains an international (foreign) element. In that case, the parties agree that the relationship is governed by Czech law.

Where the law, the Agreement or these Terms require communication in writing, it is sufficient if the message is sent via e-mail or other means of electronic communication that do not raise doubts about the content of the message and its sender.

Suppose the User, through his fault, prevents the Provider from effectively delivering documents to him (in particular by not informing the Provider of the current delivery address). In that case, this is a delivery failure (in the sense of § 570, paragraph 1 of the Civil Code), and it is considered that the document sent correctly reached the User's last known delivery address on the third day after it was sent.

Suppose any provision of the Terms and Conditions is invalid, ineffective, unusable, or becomes so. In that case, the invalid provision will be replaced by the one whose meaning is as close as possible to the invalid provision. One provision's invalidity, ineffectiveness, or inapplicability does not affect the validity of the other provisions. Changes and additions to the Contract or terms and conditions require a written form.

The wording of the Terms and Conditions may be changed or supplemented by the Provider. The Provider must notify the User of changes to the Terms by e-mail to the address specified in the registration/order form at least 30 days before the change becomes effective. The User is entitled to terminate the Contract in writing for this reason within 10 days of receiving the



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notice of difference to the Terms, with the notice period being 1 month and beginning on the first day of the month following the month in which the termination of the Contract was delivered to the Provider. If the User does not terminate the Contract within the specified period, it is valid that he agrees to the terms change. The rights and obligations of the parties are always governed by the wording of the terms and conditions under which they were created.

This current version of the Terms and Conditions is valid and effective from 6/11/2023.



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Příloha č. 1. Vzorový formulář na odstoupení od smlouvy

ODSTOUPENÍ OD KUPNÍ SMLOUVY

DODAVATEL

Svítání, z.s. se sídlem Klášterní 870/3, 460 01 Liberec; IČO: 68974990.

ZÁKAZNÍK

Jméno a příjmení/Název společnosti:

Číslo bankovního účtu:

Ulice, číslo popisné:

Město, PSČ:

Telefonní číslo:

E-mailová adresa:

INFORMACE O VÝROBKU/SLUŽBĚ

Číslo objednávky:

Datum objednávky:

Název výrobku/služby:

Chci jednostranně odstoupit od smlouvy a žádám o vrácení uhrazené částky za produkt.

Datum a podpis zákazníka



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E-mail: svitani@hipoterapie-kurzy.com



Příloha č. 2. Vzorový formulář pro uplatnění reklamace

UPLATNĚNÍ REKLAMACE

DODAVATEL Svítání, z.s. se sídlem Klášterní 870/3, 460 01 Liberec; IČO: 68974990.

ZÁKAZNÍK Jméno a příjmení/Název společnosti:

Číslo bankovního účtu:

Ulice, číslo popisné:

Město, PSČ:

Telefonní číslo:

E-mailová adresa:

INFORMACE O VÝROBKU/SLUŽBĚ Číslo objednávky:

Datum objednávky:

Název výrobku/služby:

Popis vad Zboží:

Navrhovaný způsob pro vyřízení reklamace:

Zároveň žádám o vystavení potvrzení o uplatnění reklamace s uvedením, kdy jsem toto právo uplatnil, co je obsahem reklamace, jaký způsob vyřízení reklamace požaduji, spolu s uvedením mých kontaktních údajů pro účely poskytnutí informace o vyřízení reklamace.

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