

Svítání, z.s.

Address: Klášterní 870/3,
460 01 Liberec, Czech Republic
E-mail: svitani@hipoterapie-kurzy.com

Web: hipoterapie-kurzy.com/svitani/
IBAN: CZ5120100000002502325728



GENERAL TERMS AND CONDITIONS FOR THE PROVISION OF PRODUCTS BY SVÍTÁNÍ, Z.S.

1.	INTRODUCTORY PROVISIONS	2
2.	DEFINITIONS	2
3.	CONCLUSION OF THE CONTRACT	4
4.	PROVISION OF THE PRODUCT	4
5.	PRICE OF PRODUCTS AND METHOD OF PAYMENT	6
6.	CONDITIONS FOR USING PRODUCTS	6
7.	LIVE EVENTS (SEMINARS, COURSES, WORKSHOPS, CONFERENCES, CONSULTATIONS)	7
8.	DURATION OF THE PROVISION OF PRODUCTS	9
9.	WITHDRAWAL FROM THE CONTRACT	10
10.	COMPLAINTS (RIGHTS ARISING FROM DEFECTIVE PERFORMANCE)	11
11.	EXCLUSION OF LIABILITY	12
12.	PROCESSING OF PERSONAL DATA	13
13.	OUT-OF-COURT DISPUTE RESOLUTION	14
14.	FINAL PROVISIONS	14

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1. INTRODUCTORY PROVISIONS

These General Terms and Conditions (hereinafter referred to as the “Terms”) govern the rights and obligations arising between you as the User and us as the Provider when ordering and using the products and services of Svítání, z.s.

The Provider is Svítání, z.s., registered office Klášterní 870/3, 460 01 Liberec, Company ID No. 68974990, registered with the Regional Court in Ústí nad Labem under file No. L 3194 (hereinafter referred to as the “Provider”).

The Provider’s contact e-mail is: svitani@hipoterapie-kurzy.com.

These Terms regulate legal relations arising from contracts for the provision of products and services concluded through means of distance communication, in particular via the web interface <https://hipoterapie-kurzy.com/> or by e-mail. The Terms apply to the purchase of e-books, books and other documents, online seminars and webinars, on-site seminars, workshops, counselling and consultations (hereinafter referred to as the “Products”).

These Terms form an integral part of the contract concluded between the Provider and the User. The Terms apply both to Users – consumers and Users – entrepreneurs, unless expressly stated otherwise below.

These Terms do not contain any agreement on contractual penalties to the detriment of the User. However, the User is liable for any damage caused to the Provider by a breach of the obligations arising from the contract or these Terms, to the extent provided by law.

2. DEFINITIONS

For these Terms, the following terms have the meanings set out below:

Provider / we

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The Provider provides counselling, consultations and education to the extent specified on the website <https://hipoterapie-kurzy.com/>.

User / you

Any person who enters into a contract with the Provider or in any way uses the Provider’s Products through the web interface or e-mail communication.

Consumer

A natural person who, when concluding a contract with the Provider, does not act within the scope of their

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business activity or independent exercise of a profession. If the User states a Company ID number in the order, it is deemed that they act as an entrepreneur.

Entrepreneur

A person registered in the Commercial Register, a person conducting business based on a trade licence or other authorisation under special regulations, or a person acting within the scope of their business activity.

Product

Performance provided by the Provider, in particular online courses and webinars, webinar recordings, e-learning programmes, e-books and other documents, books, on-site seminars, workshops, conferences, counselling and consultations.

Digital content

Data provided in digital form, in particular online courses, webinar recordings, e-books, videos and other materials made available through a user account or by means of a link.

Live event (on-site)

A seminar, workshop, course, conference or other educational or counselling event held in person.

Price list

Information on the amount of the fee for using Products, including an indication of whether the price is inclusive or exclusive of VAT. The current Price List is continuously published on the Provider's web interface.

Web interface

An online platform located at <https://hipoterapie-kurzy.com/> through which the Provider offers its Products and enables their ordering.

Civil Code

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

GDPR

Regulation (EU) 2016/679 of the European Parliament and of the Council on the protection of natural persons concerning the processing of personal data.

Terms

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3. CONCLUSION OF THE CONTRACT

The contract between the Provider and the User is concluded when the Provider confirms the order.

Product offers, including their descriptions and main features, are displayed on the Web Interface. The presentation of Products on the Web Interface is for information purposes only. It does not constitute an offer to conclude a contract within the meaning of Section 1732(2) of the Civil Code.

The User may place an order via the online form or by e-mail communication. A valid order requires completing all mandatory fields in the order form. Before submitting the order, the User can check and correct the entered data.

The contract for the provision of a Product is concluded when the Provider delivers the order confirmation to the User's e-mail address. Together with the order confirmation, the User also receives the current version of the Terms.

The User agrees to the use of distance communication means when concluding the contract. The costs incurred by the User when using these means (internet connection, telephone calls) are borne by the User and do not differ from the basic rates charged by their service provider.

Acceptance of an offer with an amendment or deviation is not acceptance of the offer.

By submitting the order, the User confirms that they have read these Terms and the Privacy Policy and agree to them.

4. PROVISION OF THE PRODUCT

4.1. Method of delivery

a) E-books and other digital documents

After payment of the purchase price, the digital content (e.g., an e-book) will be delivered to the User in PDF or a similar format by e-mail attachment or via a link for downloading or opening.

b) Online products (courses, webinars, e-learning)

After payment, a user account will be created for the user, or access data will be sent to the e-mail address specified in the order. By logging into the user account, the digital content is delivered to the User by making the member section available.

If appropriate for the continuity of content, individual lessons may be made available gradually according to the schedule published in the member section. In the case of a jointly launched course, the User receives access data on a predetermined date announced in advance.

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For online products, the User has immediate and unlimited access, unless otherwise stated for a particular product. For webinars, delivery also includes a recording, which is automatically made available to the User.

For the EATCS course, the beginning and end are time-limited; once the e-learning part has been made available, it is no longer possible to return it.

c) Live events (on-site seminars, workshops, courses)

After the payment is credited to the Provider's account, a reservation for the event is created for the User. The User receives information on the event's location and date, unless already specified in the event offer. If the Provider cancels the event date, the User will be offered an alternative date; if this is unsuitable, the User has the right to withdraw from the contract and receive a refund of the paid amount.

For individual consultations and counselling, the date is agreed mutually between the parties, with the obligation to provide the service no later than 6 months from the purchase.

4.2. Delivery period

Digital content (e-book, online course, access to the member section) is delivered no later than 3 working days after the payment is credited to the Provider's account.

In the case of a pre-sale, the Provider has the right to make the content available no later than 2 days before launch or on an announced date.

Physical products (books, CDs, gift items) are dispatched as soon as possible, usually within 2–10 working days after payment, via a carrier chosen by the Provider. Delivery is deemed completed upon delivery to the address provided by the User in the order.

4.3. Functionality check

After delivery of digital content, the User is obliged to verify its functionality and availability. If defects or shortcomings are detected, the User must contact the Provider without undue delay in accordance with Article 10 of these Terms.

Digital content requires hardware and software capable of opening PDF documents, as well as a stable internet connection for playing online content.

4.4. Consent to the delivery of digital content

The User acknowledges that, in the case of digital content delivered before the expiry of the statutory withdrawal period, delivery may be carried out based on the User's explicit consent. That access to such content may result in the loss of the right to withdraw from the contract, to the extent provided for by legal regulations and Article 9 of these Terms.

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5. PRICE OF PRODUCTS AND METHOD OF PAYMENT

The User is obliged to pay the price of the Product as stated in the Price List valid at the time of ordering. The price is stated, along with information on whether it includes VAT and the currently applicable VAT rate.

The Provider reserves the right to change Product prices unilaterally. However, a price change does not affect contracts already concluded.

Payment of the Product price is made in advance, based on a pro forma invoice issued by the Provider with a due date of 7 days, unless agreed otherwise. The invoice is sent to the User electronically to the e-mail address stated in the order and is considered delivered at the moment of dispatch.

A tax document is issued after the payment has been credited to the Provider's account. The invoice is considered paid when the corresponding amount is credited.

In the event of a payment delay exceeding 7 days, the Provider is entitled to temporarily suspend the provision of the Product until full payment is made.

A User who is not a consumer is obliged, in the event of delay, to pay default interest at the rate of 0.1% of the outstanding amount for each day of delay.

The Product price may be paid cashlessly by bank transfer or through an online payment gateway. The Provider does not charge any additional fees beyond the Product price, unless otherwise stated for a particular payment method.

Payment methods are connected to secure payment gateways. The Provider does not store payment card details or online banking login data.

The User must enter the correct variable symbol to identify the payment.

The Provider may grant discounts or bonuses on the price. The conditions for granting a discount or bonus are always stated on the web interface or in the specific offer.

The paid price is non-refundable unless otherwise provided in these Terms or legal regulations (in particular in the case of withdrawal from the contract or a justified complaint).

6. CONDITIONS FOR USING PRODUCTS

The User may order a Product via the web form or e-mail communication by selecting the Product and submitting the order. The contract is concluded when the Provider confirms the order to the User's e-mail address.

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The Product price is usually stated directly in the offer on the Web Interface and is final. If a supplementary physical product needs to be delivered by post or carrier, the Product price does not include shipping costs unless explicitly stated otherwise.

Delivery of an online Product means making digital content available through a user account or a sent link (URL). Access to data is provided to the User upon payment, no later than 3 working days, unless otherwise specified in the offer.

The access data and provided URL address are intended exclusively for the User's personal use. The User must keep confidential any information necessary to access online Products and must not provide it to third parties. In the event of a breach of this obligation, the Provider is entitled to limit or block access to the account, without prejudice to the right to claim compensation for any damage.

All content of online courses (texts, videos, audio recordings, worksheets and other materials) is protected by copyright. Any copying, recording, distribution or making content accessible to third parties without prior written consent of the Provider is prohibited. Detected breaches of copyright or unauthorised sharing of access may lead to the blocking of the user account.

The provision of Products does not transfer to the User any liability of the Provider for the User's business, professional or other results. Products are educational and informational and do not replace individual professional or health care.

The User acknowledges that appropriate technical equipment (a stable internet connection, an up-to-date web browser, and software for working with PDF documents) is necessary for full use of the online Products. Technical difficulties on the User's side are not grounds for withdrawal from the contract, unless required by law.

7. LIVE EVENTS (SEMINARS, COURSES, WORKSHOPS, CONFERENCES, CONSULTATIONS)

Participants are registered for a live event (hereinafter, the "seminar") in the order of received payments. If capacity is reached, the User will be informed and offered an alternative (a substitute date or a refund of the paid amount).

The Provider reserves the right to change the date or venue, or to cancel the seminar, for organisational or operational reasons. In such a case, the User has the right to a 100% refund of the paid price, or may choose to attend on a substitute date or another Product of equal value.

Attendance at the seminar is voluntary, and each participant is responsible for themselves. The lecturers' instructions are of a recommendatory nature, and the participant follows them at their own discretion. If a

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participant is undergoing treatment or has health limitations, they must inform the lecturers before the seminar and, if necessary, consult their doctor.

Work and movement near equines involve a natural risk of injury. Equines are large and, to some extent, unpredictable animals. The participant must follow the lecturers' instructions, use appropriate protective equipment and avoid activities beyond their experience and abilities. The participant is responsible for their conduct during the seminar.

The Provider is not liable for damage caused by third parties or service suppliers involved in organising the seminar, nor for damage caused by breach of instructions or negligent behaviour of participants. This is without prejudice to participants' rights arising from generally binding legal regulations.

7.1. Records and publication

A webinar or other educational event may be recorded for educational, documentary and presentation purposes.

By participating, the User agrees to the possible future use of the recording, in particular for the Provider's educational and promotional purposes.

7.2. Photographs and videos

Photographs and videos may be taken at workshops and other events for educational and presentation purposes.

By participating, the User agrees that their likeness may be captured and published in accordance with applicable laws.

If the User does not agree to the making or publication of recordings, they must notify the Provider in advance; in such a case, the Provider will take reasonable steps to protect the User's privacy.

7.3. Cancellation conditions

a) Cancellation more than 21 days before the event

The User is entitled to a refund of the paid amount, less an administrative fee of CZK 200.

Instead of a refund, the User may request that the entire paid amount be transferred to another Product of the Provider at the full seminar value.

b) Cancellation less than 21 days before the event

A 100% cancellation fee of the seminar price will be charged.

The User may use the paid amount towards another Product of the Provider at the full seminar value, attend a substitute date if offered, or send a substitute participant.

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c) Cancellation less than 5 days before the event

The User must pay the full participation fee without the right to use it for another Product or substitute date. However, they may still send a substitute participant.

d) Substitute participant

The User may send a substitute participant at their own arrangement and must inform the Provider. In such a case, no cancellation fee is charged, and the full payment is transferred to the new participant.

If neither the User nor the substitute attends, the participation fee is not refunded.

Payments are always refunded to the same account from which they were paid after the Provider receives the corrective tax document.

8. DURATION OF THE PROVISION OF PRODUCTS

The contract between the Provider and the User is concluded for an indefinite period, unless otherwise stated in the agreement or for a specific Product.

The contractual relationship may be terminated in one of the following ways:

By agreement of the parties on the date specified in the agreement;

by notice from either party without giving reasons, with a one-month notice period commencing on the first day of the calendar month following delivery of the notice to the other party;

by withdrawal from the contract pursuant to Article 9 of these Terms.

For digital products (online courses, webinar recordings and other digital content), the User has unlimited access to the purchased content unless otherwise stipulated for the particular product.

Upon termination of the contractual relationship, the User is not entitled to a refund of a proportional portion of the price already paid for a Product that has been used, unless otherwise stated in these Terms.

The Provider undertakes to permanently delete the User's content, including personal data provided, within 30 days of termination of the contract, unless legal regulations require retention or the parties agree otherwise.

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9. WITHDRAWAL FROM THE CONTRACT

9.1. Withdrawal by the Provider

If the User materially breaches their obligations arising from the contract or these Terms, in particular if they are in arrears with payment longer than 30 days, the Provider is entitled to restrict the User's access to the Product and/or withdraw from the contract.

In such a case, the User is not entitled to a refund of the paid price.

9.2. Withdrawal by the User – consumer

A User acting as a consumer has the right to withdraw from a distance contract without giving any reason within 14 days of its conclusion.

To withdraw, the consumer may use the template form attached to these Terms or send an unambiguous statement to the Provider's e-mail: svitani@hipoterapie-kurzy.com.

The Provider will confirm receipt of the withdrawal by e-mail.

If a discount, bonus or gift was provided together with the Product, this benefit ceases upon withdrawal. The consumer must return the bonus/gift within 14 days of the withdrawal, unless otherwise agreed.

The price paid for the Product will be refunded in the same manner in which it was paid, within 14 days of receipt of the withdrawal, provided the Product is returned, where applicable.

9.3. Digital content and online products

The User acknowledges that under the law, they do not have the right to withdraw from the contract if:

The digital content (online course, webinar, recording, e-book, etc.) was made available before the expiry of the 14 days, and the User expressly consented in advance to the commencement of performance and confirmed that they thereby lost the right to withdraw.

This procedure is clearly stated in the order for all online products and is a condition of access.

For online products, access is unlimited unless otherwise stated.

9.4. Special provision – EATCS course

For the EATCS course, the start and end of study are time-limited.

Once e-learning content has been made available, withdrawal is no longer possible, as it is digital content delivered with the User's explicit consent before the expiry of the withdrawal period.

Until the e-learning is made available, the consumer may exercise the right to withdraw within the standard 14-day period.

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9.5. Withdrawal for live (on-site) events

Withdrawal and cancellation conditions for live events are governed by Article 7 of these Terms.

9.6. Summary of rights and exceptions

The consumer has the right to withdraw from the contract within 14 days unless it concerns:

- digital content already made available based on explicit consent,
- the EATCS course after e-learning access,
- or a case where a special provision of these Terms states otherwise.

This is without prejudice to the User's rights arising from complaints under Article 10.

10.COMPLAINTS (RIGHTS ARISING FROM DEFECTIVE PERFORMANCE)

If a Product does not function or is not provided as agreed, the User has the right to file a complaint in accordance with this Article and applicable laws.

The rights and obligations of the parties concerning liability for defects are governed, in particular, by Sections 1914–1925, 2099–2117, and 2161–2174 of the Civil Code and other consumer protection legislation.

10.1. What may be complained about

The User is entitled to complain in particular if:

- the Product does not correspond to the description or properties stated on the web interface,
- it is not provided for the agreed period,
- it has technical or content defects preventing its proper use,
- Access to the online product was not delivered within the agreed time limit.

For digital products, the Provider is not liable for difficulties caused by insufficient technical equipment of the User, slow internet connection or outdated software, which the Provider cannot influence.

10.2. How to complain

The User must complain without undue delay after discovering the defect, but no later than 2 years after delivery of the Product.

A complaint may be lodged through the user account or by email to svitani@hipoterapie-kurzy.com.

The complaint should include a description of the defect, the date of discovery, order details, and a proposal for how the User proposes resolving it.

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10.3. Method of resolving complaints

Together with notification of the defect, the User may indicate how they propose the complaint be resolved — in particular by:

- providing alternative access or new content,
- free repair,
- a reasonable price reduction,
- withdrawal from the contract in cases provided by law.

If digital content or access data were not delivered within the delivery period, the User must first check “Bulk mail” or spam folders. If the product is not found there, the complaint is lodged in accordance with this Article.

10.4. Deadlines and resolution of complaints

The Provider will decide on the complaint within 5 working days and inform the User by e-mail.

If the complaint is recognised as justified, it will be resolved no later than 30 days after it is lodged, unless the Provider and User agree to a more extended period.

- Complaining does not suspend the obligation to pay the Product price.
- Limitation of liability
- The Provider is not obliged to recognise a complaint if it proves that:
 - the User knew about the defect before using the Product,
 - the User caused the defect,
 - the defect occurred through normal wear and tear or failure to follow usage instructions.
- A template complaint form is attached to these Terms.

11. EXCLUSION OF LIABILITY

The Provider’s Products are educational and informational. The Provider supports education and dissemination of best practice in Equine Assisted Services, but is not responsible for how Users subsequently apply the acquired information.

The User uses the Products at their own responsibility and must always consider their own knowledge, abilities and experience. Information in courses and learning materials cannot replace individual professional, medical, psychological or legal advice.

Working with equines and being around them involves a natural risk of injury. The User must always act prudently, work only within their abilities, use appropriate equipment and follow expert instructions. The Provider is not liable for damage resulting from inappropriate, unprofessional or risky handling of

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equines or from misuse of course information.

This is without prejudice to the User's statutory rights, in particular rights arising from defective performance.

The Provider is not liable for limitations or interruptions in Product availability caused by technical circumstances beyond its control (e.g., internet outages, third-party interference, necessary system maintenance), nor for errors arising from using Products contrary to their intended purpose.

The User must act prudently when using the Products, considering their own safety and that of others.

12.PROCESSING OF PERSONAL DATA

The use of Products involves the processing of the User's personal data. The Provider processes personal data in accordance with generally binding legal regulations, in particular Regulation (EU) 2016/679 (GDPR) and related Czech legislation.

A detailed description of personal data processing, purposes, retention periods, User rights and methods of exercising them is set out in the Privacy Policy available at:

<https://hipoterapie-kurzy.com/svitani/zasady-ochrany-osobnich-udaju/>

12.1. Purposes of processing

Personal data are processed in particular for the following purposes:

- processing orders and performance of the contract,
- management of user accounts and provision of digital content,
- handling complaints and communication with customers,
- fulfilment of legal obligations (especially accounting and tax duties).

12.2. Newsletter and commercial communication

By registering for an event, online course or other Product, the User consents to receiving the Provider's newsletter containing information on similar products, news and educational activities.

The User is always informed of the option to unsubscribe at any time and free of charge, either via the link in each e-mail or by sending a request to the Provider's contact e-mail. Unsubscribing does not affect the performance of the concluded contract.

Newsletter sending is based on the Provider's legitimate interest or on the User's consent, where required by legislation. The User may withdraw consent at any time.

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12.3. Transfer of data to third parties

Personal data may be transferred only to the Provider's necessary contractual partners (e.g., an accounting firm, a payment gateway operator, an e-learning provider), solely to the extent required for the performance of the contract. Confidentiality obligations bind these persons.

Personal data is not provided to third parties for marketing purposes without the User's explicit consent.

12.4. User rights

The User has, in particular, the right of access to data, rectification, erasure, restriction of processing, data portability and the right to object. The User also has the right to file a complaint with the Office for Personal Data Protection.

13.OUT-OF-COURT DISPUTE RESOLUTION

If a dispute arises between a User – consumer and the Provider from a contract for the provision of Products and cannot be resolved amicably, the consumer has the right to contact an entity for out-of-court consumer dispute resolution.

The entity is the Czech Trade Inspection Authority (ČOI), with its registered office at Štěpánská 44, 110 00 Prague 1.

The consumer may submit a proposal via the online form available on the Czech Trade Inspection website.

Out-of-court dispute resolution is free of charge; each party bears its own related costs.

The consumer may also use the online dispute resolution platform established by the European Commission.

The User may contact the Provider at any time via the contact e-mail if they believe their rights have not been respected; the Provider undertakes to attempt an amicable resolution.

14.FINAL PROVISIONS

In the event of any discrepancy or ambiguity between this English translation and the original Czech version, the Czech version shall prevail and shall be deemed the authoritative text.

If the legal relationship between the Provider and the User contains an international element, the parties agree that the law of the Czech Republic shall govern it. This is without prejudice to consumer rights arising from the legislation of their home country.

Where the contract or these Terms require written form, it is sufficient if the communication is made by e-mail or other reliable electronic means that do not create doubt about its content and sender.

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If the User does not provide the Provider with current contact details and delivery is therefore impossible, a message sent to the last known e-mail or postal address is deemed delivered on the third day after dispatch.

If any provision of these Terms is invalid, ineffective or unenforceable, this does not affect the validity of the remaining provisions. Such a provision will be replaced by one whose content and purpose are as close as possible to the original.

Amendments and supplements to the contract or these Terms require written form. The Provider is entitled to unilaterally amend the Terms, in particular due to changes in legislation, the scope of services provided or technical possibilities.

The Provider will notify the User of any change to the Terms by e-mail stated in the order at least 30 days before the change takes effect. The User may terminate the contract in writing within 10 days of receiving the notice; the notice period is 1 month and begins on the first day of the month following delivery to the Provider. If the User does not terminate within the deadline, they are deemed to have agreed to the amended Terms.

This version of the Terms is valid and effective as of 29 December 2025.

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Annex No. 1 – Sample Withdrawal Form

WITHDRAWAL FROM THE PURCHASE CONTRACT

SUPPLIER

Svítání, z.s., registered office Klášterní 870/3, 460 01 Liberec; Company ID No.: 68974990.

CUSTOMER

Name and surname/Company name:

Bank account number:

Street, house number:

Town/City, Postcode:

Telephone number:

E-mail address:

INFORMATION ABOUT THE PRODUCT/SERVICE

Order number:

Order date:

Name of product/service:

I hereby unilaterally withdraw from the contract and request a refund of the amount paid for the product.

.....

Date and signature of the customer

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Annex No. 2 – Sample Complaint Form

COMPLAINT FORM

SUPPLIER

Svítání, z.s., registered office Klášterní 870/3, 460 01 Liberec; Company ID No.: 68974990.

CUSTOMER

Name and surname/Company name:

Bank account number:

Street, house number:

Town/City, Postcode:

Telephone number:

E-mail address:

INFORMATION ABOUT THE PRODUCT/SERVICE

Order number:

Order date:

Name of product/service:

Description of defects:

Proposed method of resolving the complaint:

At the same time, I request that a confirmation be issued regarding the submission of this complaint, stating when I exercised this right, what the subject of the complaint is, what method of handling the complaint I request, together with my contact details for the purpose of providing information on the handling of the complaint.

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Date and signature of the customer