

General Terms and Conditions

These General Terms and Conditions (hereinafter referred to as the '**Terms and Conditions**') apply to the contracts concluded through the Our-wedding-planner.com online store located at the web interface www.our-wedding-planner.com and its associated domains (budememanzele.cz, my-wedding-schedule.com, myweddingschedule.com, poprveanaposled.cz, spoluanavzdy.cz, together-and-forever.com; hereinafter referred to as the '**web interface**', between the entrepreneur

Ing. Tomáš Heřmanský, with his registered office at Lumiérů 452/22, 152 00, Prague – Hlubočepy

IN: 75567733

who is not a VAT payer

Data box: 9k68r7k

Delivery address: Lumiérů 452/22, 152 00, Prague – Hlubočepy

Telephone number: 721 568 431

Contact email: info@svatbonet.cz

as the **Service Provider**

and you as the **Client** if you are a consumer.

1. INTRODUCTORY PROVISIONS

1.1. With a contract, we undertake to provide you with the service specified in the order, and you agree to pay us the price of the service specified in the order. The price of the service (or only the '**price**') includes the costs associated with the provision of the service and any fees related to the selected payment method. The amount of these costs will always be communicated to you before the order is sent.

1.2. **What is covered by the contract?**

A **contract** means any contract concluded under these Terms and Conditions. This may include, for example, a service contract including a licence agreement.

A **service** means allowing the website management on a domain selected by you and the use of software and applications on such website. A more detailed description of the service, including all features, is provided in the web interface.

1.3. **Is the contract a consumer contract?**

It is a consumer contract when you are a consumer, i.e., if you are a natural person and you are ordering services outside of your business or outside of the independent exercise of your profession. Otherwise, it is not a consumer contract, and consumer protection under the laws and these Terms and Conditions does not apply to you, but you are subject to the General Wholesale Terms and Conditions. In particular, as a non-consumer, you do not have the right to withdraw from the contract without giving any reason.

1.4. **What are your special rights as a consumer?**

As a consumer, you have the following rights:

- the right to withdraw from the contract concluded with means of remote communication, such as telephone, email or electronic commerce (Article **Error! Reference source not found.** of these Terms and Conditions);
- the right to disclose information prior to the conclusion of the contract (information is contained in these Terms and Conditions or in the web interface).

1.5. **What is our legal relationship governed by?**

Our legal relationship is governed by the following documents:

- the [Terms and Conditions of Use for Web Interface](#), that govern the protection of your personal data, web interface protection, and some other relationships related to the use of the web interface;
- the conditions and instructions given in the web interface, especially when concluding the contract;
- an order and its acceptance by us;

as well as by the following legislation in case of issues not covered here:

- Act No. 89/2012 Coll., Civil Code, as amended (hereinafter referred to as the '**Civil Code**');
- Act No. 121/2000 Coll., Copyright Act, as amended (hereinafter referred to as the '**Copyright Act**');
- Act No. 634/1992 Coll., Consumer Protection Act, as amended (only if you are a consumer).

If your residence or registered office is outside the Czech Republic, or if our legal relationship contains another international element, you acknowledge that our relationship is **governed by the Czech law**. If you are a consumer and the law of your home country provides a higher level of consumer protection than the Czech law, the higher level of protection is provided to you in legal relationships.

1.6. **How do you consent to the Terms and Conditions?**

By sending an order and a confirmation in the web interface, you confirm that you have become acquainted with and consent to these Terms and Conditions.

We may change or complement the Terms and Conditions. Your rights and obligations are always governed by the Terms and Conditions under which they came into effect.

2. **CONTRACT**

2.1. **How do we conclude a contract?**

The web interface includes a list of services, including a description of these services, i.e., the content and time range of these services. The price of each service includes taxes and fees. **The presentation of the service is informative and it is not our proposal for the conclusion of a contract in accordance with Section 1732(2) of the Civil Code.** To conclude the contract, you must send an order and the order must be accepted by us.

2.2. **How to place an order?**

You can always place an order via the web interface (by completing the form), or by telephone, email or other means, according to the current information provided in the web interface.

The order must contain all the information prescribed in the form, particularly the exact name of the ordered service, the selected payment method and your contact (or invoicing) details.

Before a binding order is sent, you will be notified of the summary of your order, including the final price (depending on your selected payment method). We recommend reviewing the type of service and your email address. **You have the last chance to change the entered data in the summary.**

You will submit a binding order by clicking the 'Buy' button. **We consider the information given in the binding order to be correct and complete.** We will inform you about their change by telephone or email without delay.

We will inform you about the receipt of your order. **The order receipt information (confirmation) is sent automatically and is not a receipt of the order by us, unless expressly stated in the confirmation.**

If we have any doubts about the authenticity and seriousness of the order, we may contact you for verification. We can decline the unverified order. Such an order is considered not submitted.

2.3. **When is the contract concluded?**

The purchase contract is concluded when you receive order acceptance by us. The order acceptance will be sent to the email address you provided in the order. If the order is not received, the contract is concluded when you pay the full price. The order acceptance may be part of the order receipt information in accordance with Article 2.2 of these Terms and Conditions (if expressly stated in the confirmation) or may follow this confirmation separately.

Information on the individual technical steps leading to the conclusion of the contract is evident from the web interface.

2.4. **Can you cancel a submitted order?**

You can cancel an order we have not yet accepted (i.e., you have not received order acceptance from us in accordance with Article **Error! Reference source not found.** of these Terms and Conditions) by phone or by email. **All orders accepted by us are binding.** Later cancellation of the order is possible only in agreement with us. If an order of the service is cancelled in respect of which it is not possible to withdraw from the contract (for more details, see Article 4), we are entitled to reimbursement of the costs we have already incurred in connection with the contract.

2.5. **Can the price listed in the web interface change?**

The prices of the services presented remain valid for as long as they are displayed in the web interface. Any discounts on the cost of services cannot be combined, unless otherwise explicitly stated in the web interface.

In the event that there is a clear technical error on our part in providing the service price in the web interface or during the ordering process, **we are not obliged to provide you with the service at such an obviously incorrect price**, even if you received an order acceptance under these Terms and Conditions. **In this case, we reserve the right to withdraw from the contract.**

If the service price listed in the web interface or during the ordering process is no longer up to date, we will immediately notify you of this fact. If your order has not yet been received, we are not required to conclude the contract.

The submitted orders are not affected by the price change that occurred between the time of the order and its acceptance by us in accordance with Article Error! Reference source not found. of these Terms and Conditions.

2.6. Can you get the contract in text form?

The contract is not concluded in writing with the signatures of the Parties. **The contract is made up of these Terms and Conditions, your order and its acceptance by us.** The entire contract will be sent to you by email or, upon request, printed by post. We may ask you to cover the costs associated with sending it by post.

2.7. What if you do not understand something in the contract?

If you have any questions about the Terms and Conditions or the contract, please contact us by phone or email. We will be glad to provide you with all the necessary information.

2.8. Which languages can the contract be concluded in?

The contract can be concluded in the English, eventually in the Czech language, unless we expressly agree on another language.

2.9. Is the contract stored somewhere?

We archive the contract (including these Terms and Conditions) in electronic form. The contract is not accessible to third parties, but we will send it to you on request.

3. PAYMENT CONDITIONS AND PROVISION OF SERVICE

3.1. What types of payment are accepted?

You can make the payment in the following ways:

- cashless payment before providing the service by transfer to our bank account (instructions will be communicated to you in the order confirmation);
- cashless payment via PayU.

Any other methods of payment are listed in the web interface.

Some methods of payment may be charged. These fees are listed in the web interface. The order will always show the final price that includes the fees associated with the selected payment method.

3.2. What is the due date?

In the case of cashless payment prior to the provision of the service, the price is due within five days of the order acceptance from receipt of the offer according to Article 2.3. Your obligation to pay the price is met when the relevant amount is credited to our bank account or to our PayU account in the case of cashless payment.

3.3. What currency can you pay in?

Payment is possible in Czech Crowns (CZK).

3.4. When can we require a deposit or a prepayment?

We can request a deposit for the service price especially for orders worth CZK 5,000 and more.

We are also entitled to ask you to **pay the entire service price before it is provided** (Section 2119(1) of the Civil Code does not apply).

3.5. Can the service be provided within the withdrawal period?

You have the right to withdraw from the contract within 14 days of concluding the contract (see Article 4 of these Terms and Conditions). **During this time, the service will not be provided to you unless you specifically request it in writing.** Granting consent to provide the service before the expiry of the withdrawal period is possible by checking the relevant option during the order process. **If you request the earlier provision of service, i.e., before the expiry of the withdrawal period, and the service is fulfilled before the expiry of the withdrawal period, you will lose the right to withdraw from the contract under Article 4 of these Terms and Conditions.**

3.6. When will the service be provided to you?

The duration of the service provision depends on our agreement; as a rule, the service provision will begin no later than 5 business days after the service price has been credited to our account.

3.7. How long will the service be provided to you?

We provide the services for a period that is specified in the web interface.

3.8. Are there any restrictions or conditions for providing and using the service?

Please note that the use of the provided service may be restricted due to software or hardware maintenance for the time necessary to perform such maintenance.

The use of the service is possible through popular internet browsers, i.e., Internet Explorer, Mozilla Firefox or Google Chrome.

You are responsible for the content put on the website when using the service. In this respect, you are particularly responsible for the fact that you are the author or the licensee of the texts, photographs, illustrations and other materials you put on the website when using the service. If you do not own the appropriate licence, you arrange the author's consent to processing such content. If, in connection with the breach of your obligation under this paragraph, any settlement is exacted from us by a third party, we have the right to enforce from you the costs that will arise in connection with that, including the cost of legal representation. You agree to compensate us for any loss, costs, expense, claims, or requests raised against us regarding any infringement of intellectual property rights of third parties by you.

To manage the website or to access the administration section of the website, you will create a password. Keep this password secret, we are not responsible for any misuse of this password by a third party. You can optionally password protect the website, in which case the content of the website will not be publicly accessible and the access to the content of the website will be conditioned by entering the password. You are responsible for selecting the person(s) who you share this password with.

You agree that, when using the service, you will not upload content other than the content related to the preparation and the course of the wedding. In particular, you will not upload content to your website that:

- advertises or promotes goods or services, in particular, advertises, promotes, acquires customers or otherwise relates to multilevel marketing and commission systems, erotica and pornography (including live chats, text messages, audio and/or visual services) or work of dancers, escorts, hostesses;
- advertises, promotes, acquires customers or otherwise relates to the unauthorized duplication, lending, renting or selling of items of intellectual property rights; or
- in any way violates legislation valid and effective in the Czech Republic, or moral rules that are generally considered binding (good manners) in the decisive part of the society.

You also agree that when using the service, you will abide by applicable laws and regulations in the Czech Republic, comply with them and comply with these Terms and Conditions.

4. WITHDRAWAL FROM THE CONTRACT

4.1. How to withdraw from the contract?

You may withdraw from the contract **within 14 days from the date of the conclusion of the contract**. You are advised to send notice of withdrawal to our mailing address or email.

You do not have to give any reason to withdraw from the contract.

4.2. What are the consequences of the withdrawal from the contract?

By withdrawing from the contract, the contract is cancelled from the outset and considered not concluded.

If a gift was provided together with the service, the gift agreement is terminated with the withdrawal from the contract by any of the Parties.

4.3. **When is it not possible to withdraw from the contract?**

In accordance with Section 1837 of the Civil Code, **it is not possible to withdraw from the contract if the services were fulfilled with your explicit consent before the expiry of the withdrawal period and if we informed you before the conclusion of the contract that in such case you would not have the right to withdraw from the contract.**

4.4. **Do you have the right to refund the funds we have already received from you?**

In the event of the withdrawal from the contract, we are required to return the funds we have received from you under the contract. We will return the amount within 14 days of the withdrawal, (i) in the same way we have received your funds, or (ii) in the manner you requested.

In addition to the above, we may always return the amount by transferring it to your bank account or the account from which the funds have been paid (if you do not provide us with any within ten days of the withdrawal). By accepting these Terms and Conditions, you agree to pay the amount under the preceding sentence, provided that any additional costs will not be incurred to you in this way.

4.5. If you withdraw from the contract and we have already begun the performance upon your express request before the expiry of the withdrawal period, you will pay us a proportion of the agreed price for the performance provided up to the moment of withdrawal.

4.6. **When can we withdraw from the contract?**

We reserve the right to withdraw from the contract in the following cases:

- obviously incorrect service price is provided in the web interface due to a technical error (Article **Error! Reference source not found.** of these Terms and Conditions);
- the service cannot be provided under the original conditions for objective reasons;
- performance becomes objectively impossible or unlawful.

In the event of any of the above, we will promptly inform you of our withdrawal from the contract. The withdrawal is effective when you receive it.

If you have already paid the price in full or in part, we will return the received amount via cashless payment to the account you provide us with for this purpose or from which you have made the payment. We will refund the amount within five days of the withdrawal from the purchase contract.

5. RIGHTS RESULTING FROM DEFECTIVE PERFORMANCE

Your rights resulting from defective performance are governed by applicable generally binding regulations (particularly the provisions of Sections 1914 to 1925, Sections 2099 to 2117, and Sections 2158 to 2174 of the Civil Code).

6. FINAL PROVISIONS

6.1. What authorizations do we have and who controls us?

We are authorized to provide services on the basis of a trade licence. Our activity is not subject to any other authorization.

Trade licensing control is carried out by the relevant Trade Licensing Office within the scope of its competence. The Czech Trade Inspection Authority (<https://www.coi.cz/en/>) carries out the monitoring of compliance with the legal requirements concerning technical requirements for services and safety of services. The Czech Trade Inspection Authority also carries out a control of compliance with consumer protection regulations. Consumers' rights are defended by their interest groups and other protection bodies.

6.2. How do we handle complaints?

We handle any complaints through our contact email. You can also contact the entities listed in Article **Error! Reference source not found.** In relation to our clients, we are not bound by any codes of conduct and we do not abide by them.

6.3. What else should you know?

When concluding the contract, means of remote communication are used (especially the Internet). Costs incurred when using remote communication devices (especially Internet or telephone costs) are covered by you. **These costs do not differ from the standard rate.**

Unless otherwise agreed, all correspondence relating to the contract between us shall be in writing, either by email, by recorded delivery or by personal delivery. We will use the email address provided in your order or in your user account.

In the event that any provision of these Terms and Conditions is invalid, ineffective or unenforceable (or becomes such), it is replaced by a provision the effect of which comes as close as possible to that of the illegal, invalid or unenforceable provisions. The invalidity, ineffectiveness or unenforceability of one provision is without prejudice to the validity of the other provisions. **Changing or amending the contract (including the Terms and Conditions) is only possible in writing.**

These Terms and Conditions are valid and effective from 10 December 2018.