



MILENA ZEITHAMLOVÁ

GENERAL TERMS AND CONDITIONS INCL. REGISTRATION FOR THE EVENT

1. Basic provisions

1.1. These General Terms and Conditions (hereinafter referred to as "**Terms and Conditions**") regulate in accordance with the provisions of Art. 1751 sec. 1 of Act No. 89/2012 Coll., Civil Code (hereinafter referred to as the "**Civil Code**") mutual rights and obligations of contracting parties arising in connection with the provision of organizational, registration, educational or sports services in the preparation and carrying out of the Event (hereinafter referred to as the "**Services Provision Contract**" or "**Contract**") relating to contracts concluded between

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registered in the Trade Register of the Municipal Office Prague 10, reg. no. 310010-003712003

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(Hereinafter referred to as "**Provider**")

and

natural or legal person who has ordered participation in the "**Event**" via the registration form on the Provider's "**Registration Page**"

(Hereinafter referred to as "**Participant**").

1.2. Provisions deviating from the Terms and Conditions can be agreed in the Services Provision Contract. Divergent Terms and Conditions in the Contract shall prevail over the provisions of the Terms and Conditions.

1.3. The provisions of the Terms and Conditions are an integral part of the Contract and the Terms and Conditions are drawn up in Czech or English. The Contract can be concluded in Both Czech and English.

2. Subject of the Contract

2.1. The subject of the Contract is the provision of services by the Provider to the Participant consisting in allowing the participation of a natural person whose personal data are listed in the registration form on the Registration Page under the conditions specified by the Terms and Conditions or Contract.

2.2. The Event means a meeting, seminar, conference, congress, course, race, or concert, of an educational, sporting and cultural form according to the offer on the Provider's website.

2.3. The Participant registers for the Event using the registration form directly from the website and the Participant is obliged to provide all data completely and truthfully. The data provided by the Participant at the time of registration are considered correct by the Provider. The Participant shall be liable to the Provider for damage caused by the introduction of incomplete or false data on the registration form.

2.4. The Participant acknowledges that the website may not be available 24/7, especially with regard to the necessary maintenance of the Provider's hardware and software, or the necessary maintenance of third-party hardware and software.

3. Conclusion of the Contract

3.1. The offer of all Events placed on the website is informative and the Provider is not obliged to conclude a Contract for the provision of registration services. The offer of Events on the website does not have the character of an offer to conclude a Contract within the meaning of Art. 1732 Sec. 2 of the Civil Code.

3.2. The website contains information about the services at the Event, including the indication of prices, i.e., the amount of registration fees. Fees are listed including value added tax and all related fees. The fees remain valid as long as they are displayed on the website. This provision does not limit the Provider's ability to conclude a Contract under individually agreed conditions.

3.3. For registration, the Participant fills in the registration form on the website. Registration form contains, in particular, information on:

3.3.1. the Event to which the Participant is registering,

3.3.2. how the price of the registration fee is paid;

3.3.3. the method of issuing a tax document for the needs of the Participant (collectively referred to as "registration")

3.3.4. cancellation (withdrawal) conditions, including details of withdrawal-related fees

3.4. Before submitting the registration to the Provider, the Participant is allowed to check and change the data he/she has entered into the registration form, also with regard to the possibility for the Participant to detect and correct errors arising when entering data into the registration form. The data specified in the registration are considered correct by the Provider.

3.5. The submission of the registration form shall be deemed to be such an act of the Participant, who will no doubt identify the Event in question, the price of the registration fee, the person of the Participant, the method of payment of the registration fee, and is a binding draft of the Contract for the Contracting parties. The condition for the validity of the registration is to fill in all the mandatory data in the registration form, to familiarize yourself with these Terms and Conditions on the website and to confirm that the Participant has become acquainted with these Terms and Conditions.

3.6. Immediately after receiving the registration, the Provider confirms the Participant's registration by e-mail to the Participant's e-mail address specified in the registration form (hereinafter referred to as the "Participant's e-mail address"). By confirming the registration, the Contract is concluded.

3.7. Depending on the nature of the registration (type of Event, amount of registration fee, etc.), the Provider is always entitled to ask the Participant for additional confirmation of registration (for example, in writing or by phone).

3.8. The draft Contract in the form of a registration is valid for 12 months. If it is not confirmed by the Provider by then, it must be re-sent before confirmation.

3.9. The conclusion of the Contract gives the Provider the right to payment of the registration fee in the amount stipulated by the offer of the Event on the website at the moment of sending the registration form.

3.10. In the Event that one of the requirements specified in the registration cannot be fulfilled by the Provider or the registration of the Participant cannot be accepted due to the full capacity of the requested Event, the Provider shall send a message to the Participant's e-mail address with any suggestion of other options.

3.11. Such an offer is considered to be a new draft of the Contract and in such a case the Services Provision Contract for the provision of registration services is concluded only by acceptance of the Participant through the newly made registration.

3.12. The Participant agrees to the use of means of distance communication when concluding the Contract. The costs incurred by the Participant when using the means of distance communication in connection with the conclusion of the Contract (costs of internet connection, costs of telephone calls) are borne by the Participant himself.

4. Price of Services, Payment and other Conditions of Participation

4.1. The price of the service is determined by the amount of the registration fee chosen by the Participant at the time of sending the registration form. The registration fee includes admission to the Event, registration materials, publications, meals and refreshments specified on the Event website and applies to only one specific registered person. The Participant is entitled to exchange participation with another Participant only with the Provider's consent.

4.2. The registration fee must be paid by the Participant as follows:

4.2.1. in the case of payment by bank transfer, always no later than one week before the start of the Event or by appointment after the Event

4.2.2. in the case of a card payment online, always at the moment of sending the registration online.

4.3. In case of payment by bank transfer, the Participant is obliged to pay the registration fee together with the variable payment symbol. The Participant's obligation to pay the registration fee is fulfilled at the moment of crediting the relevant amount to the Provider's account in case of payment by bank transfer, as well as payment in cash on the spot as opposed to the issuing of the receipt document by the Provider, as well as a confirmed payment via the online payment portal on the website or by credit card.

4.4. The Provider will issue a tax document regarding payments made on the basis of the Participant's Contract. The Provider is a value added tax payer. Tax document – the invoice is issued by the Provider to the Participant well in advance of the Event after payment of the registration fee and sent in electronic form to the Participant's e-mail address.

4.5. The registration fee is charged, invoiced and paid in Czech Crowns or in foreign currency according to the dispositions stated on the Event website, taking into account bank fees and transaction costs of payment, so that the amount corresponding to the registration fee is credited to the Provider's bank account.

4.6. Data completed during registration (billing data – ID, TAX ID, address) cannot be changed after the tax document has been issued.

4.7. The Participant will only be admitted to the Event if the registration fee has been fully paid.

4.8. If the Participant enters the Event without paying the registration fee, he/she will pay the registration fee or the remaining part of the registration fee at the registration desk at the venue.

4.9. The Provider has the right not to allow the Participant of the Event into the Event premises, even if the full price of the registration fee would be paid, if the Participant behaves inappropriately, if he is not suitably dressed for the given purposes, if he is clearly under the influence of alcohol or other addictive substances, or if it is evident that he will otherwise interfere with the course of the Event.

4.10. The Provider has the right to expel the Event Participant from the Event premises and to avoid him from participating in the Event further if the Participant behaves inappropriately, i.e., in particular if he disturbs the Event, if he harasses other Participants, behaves aggressively or destroys equipment at the venue.

4.11. Not admitting the Event Participant to the Event venue or banishing an Event Participant from the Event premises does not give the right to a refund of the registration fee or the right to a discount on the registration fee.

4.12. The Provider reserves the right to change the program. The program change can take place at any time. It may also be announced during the Event. A change of the program, a change of venue and a change in the date of the Event does not give up the right of withdrawal or the right to a discount on the registration fee.

4.13. The Provider reserves the right to change the venue of the Event. The change of venue of the Event is announced by e-mail to the customer's e-mail address specified in the registration form.

4.14. Further conditions for admission of a Participant to an Event may be laid down (following an epidemic/pandemic situation) by legislation, extraordinary and/or protective measures of the Government of the Czech Republic, the Ministry of Health, another public health protection authority or a public authority granted with the relevant authority. In cases provided for by law, extraordinary and/or protective measure, the Provider may not (without proving compliance with the prescribed condition) allow the Participant to the Event. In such cases, he is entitled to expel him from the venue of the Event.

4.15. The Provider has the right to expel the Participant from the Event premises and prevent him from participating in the Event further if, after his admission to the Event, it is found that he/she does not meet the conditions for admission to the Event provided for by law, an extraordinary and/or protective measure of the Government of the Czech Republic, the Ministry of Health, the public health protection authority or another public authority gifted with the relevant authority

5. Withdrawal from the Contract and Complaints

5.1. Withdrawal from the Contract is possible under the following conditions:

5.1.1. The Provider is entitled to withdraw from the Contract if the Participant does not pay the registration fee until the start of the Event or after arriving at the Event at the registration desk.

5.1.2. The Participant may withdraw from the Contract according to the specified cancellation conditions stated on the website of the Event.

5.1.3 If the Participant is a consumer, general legislation applies to withdrawal. **EXAMPLE OF A WITHDRAWAL NOTICE FROM THE SERVICE PROVISION CONTRACT** (can be found below).

5.2. Withdrawal from the Contract must be announced by the Participant to the Provider in writing and provably delivered according to the conditions set out on the website of the Event.

5.3. In the Event of withdrawal from the Contract, the Contract for the provision of registration services is cancelled from the outset. If the Participant withdraws from the Contract after the date stated on the website of the Event, he shall bear the costs associated with the withdrawal in the amount indicated therein. If the Provider withdraws from the Contract for reasons on the part of the Participant, the Provider also has the right to reimbursement of the costs associated with the withdrawal by the Provider.

5.4. If the Participant is dissatisfied with the quality of the service provided, he/she is obliged to inform the Provider about this fact in writing or by e-mail.

5.5. The complaint can be made no later than the end of the Event. Liability claims shall be considered void, if they are asserted late.

5.6. The Provider will confirm receipt of the complaint within 2 working days by e-mail message.

5.7. The Provider reserves the right to review the reasons for the complaint and, if he finds it justified, to propose a solution to the Participant.

5.8. The Provider undertakes to decide on the complaint immediately, if possible, but no later than within 30 working days. In complex cases where it is necessary to examine the reasons for the complaint, i.e., by distributing satisfaction questionnaires to other Participants of the Event, the Provider usually decides on the complaint no later than 30 days from the date of the complaint.

5.9. Obstacles arising on the part of the Participant will not be recognized as the relevant reason for the complaint.

5.10. The Provider shall not be liable for failure to comply with the obligations arising from the Contract resulting from force majeure.

6. Privacy

6.1. The protection of a Participant's personal data is guaranteed by Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016 on the protection of individuals with regard to the processing of personal data and the free movement of such data and on the repeal of Directive 95/46/EC (General Data Protection Regulation, GDPR).

6.2. The Participant agrees to the processing of the following personal data: first and last name, or name, address of residence, or address of registered office, identification number, tax identification number, e-mail address, telephone number and (collectively, everything only as "personal data").

6.3. The Participant agrees to the processing of personal data by the Provider for the purpose of implementing the rights and obligations under the Contract. The Participant agrees to the processing of personal data by the Provider also for the purpose of sending up-to-date and planned information about the Provider's Events.

6.4. The Participant acknowledges that he/she is obliged to provide his/her personal data correctly and truthfully when registering on the website.

6.5. The Provider may entrust the processing of the Participant's personal data to a third party as a processor. The Participant's personal data will not be transmitted to third parties without his/her prior consent.

6.6. Personal data will be processed for an indefinite period. Personal data will be processed in electronic form in an automated manner or in printed form in a non-automated manner.

6.7. The Participant confirms that the personal data provided is accurate and that he/she has been advised that this is a voluntary provision of personal data.

6.8. In the Event that the Participant is considered by the Provider or Processor (Art. 6.5) to process his or her personal data which is contrary to the protection of the Participant's private and personal life or contrary to the law, in particular if the personal data are inaccurate with regard to the purpose of their processing, he may:

- 6.8.1. ask the Provider or processor for an explanation,
- 6.8.2. require the Provider or processor to remove the situation thus created.

6.9. If a Participant requests information about the processing of their personal data, the Provider is obliged to pass on this information to him/ her. The Provider shall have the right to demand reasonable remuneration for the provision of the information referred to in the preceding sentence not in addition to the costs necessary for the provision of the information.

6.10. Documentation photographs, video recordings, audio recordings or audiovisual recordings of the Participant and his or her expressions of a personal nature may be taken as part of the Event. If this happens, the Participant, by participating in the Event with their acquisition, grants unlimited free consent to use by the Provider locally, in time and in terms of the use. If he expressly disagrees, he has the opportunity to subsequently express his disagreement in writing and send it to the Provider.

7. Sending Information and Using Cookies

7.1. The Participant agrees to send information related to the Event or the person of the Provider to the Participant's e-mail address.

7.2. The Provider uses so-called cookies, an opt-in mode that stores the website only with the active consent of the user. His consent is voluntary, informed and revocable at any time. Consent must be given actively; consent must be possible at any time and the user must be able to accept only certain cookies.

8. Delivery

8.1. Notices concerning the relationship between the Provider and the Participant, in particular regarding withdrawal from the Contract, must be delivered in writing to the e-mail address of the contracting parties, unless otherwise specified in the contract.

9. Final Provisions

9.1. All arrangements between the Provider and the Participant are governed by the legal order of the Czech Republic. If the relationship established by the Contract contains an international (foreign) element, then the parties agree that the relationship is governed by the law of the Czech Republic. This does not affect consumer rights arising from generally binding legislation.

9.2. If any provision of the Terms and Conditions is invalid or ineffective, or becomes such, a provision whose meaning is as close as possible to the invalid provision shall take place instead of the invalid provisions. The invalidity or ineffectiveness of

one provision shall be without prejudice to the validity of the other provisions. Changes and additions to the Contract or terms and conditions require written form.

9.3. The Contract for the provision of registration services, including the terms and conditions, is archived by the Provider in electronic form and is not publicly available.

9.4. The Provider is in relation to the Participant not bound by any codes of conduct within the meaning of Art. 1826 Sec. 1 of the Civil Code

9.5. The Participant, who is also a consumer, is entitled to contact the Czech Trade Inspection (ČOI) via this form with a proposal to resolve a dispute with the Provider. Both the Provider and the Participant may also use the Online Dispute Resolution Platform set up by the European Commission at <http://ec.europa.eu/consumers/odr/> .

9.6. All rights to the Provider's website, in particular the copyright in the Content, including page layout, photos, movies, graphics, trademarks, logo and other content and elements, belong to the Provider. It is prohibited to copy, modify or otherwise use the Website or part there of the Website without the Provider's consent.

9.7. The Provider shall not be liable for errors arising as a result of third-party interference with the Provider's website or as a result of its use contrary to their purpose. A Participant shall not use procedures that could have a negative effect on their operation when using the Online Store and shall not engage in any activity which could allow him or her or third parties to tamper with or use the software or other components constituting the Provider's website and use the Provider's website or parts or software in such a way; contrary to its purpose or purpose.

9.8. The wording of the Terms and Conditions may be amended or supplemented by the Provider. This provision will have no effect the rights and obligations arising during the period of effect of the previous version of the Terms and Conditions.

9.9. More detailed information in relation to the above and the rights of Participants is available, among other things, through contacts available [HERE](#).

EXAMPLE OF A WITHDRAWAL NOTICE FROM THE SERVICE PROVISION CONTRACT

Sender:

First and last name:

Address:

(e-mail, phone number, if applicable):

Addressee:

Provider: Ing. Milena Zeithamlová, Reg. No: 16996771, VAT No: CZ6162270202

registered office: Kazašská 1426/6, 101 00 Prague 10, Czech Republic

registered in the Trade Register of the Municipal Office Prague 10, reg. no. 310010-003712003

contact details: business premises at Kazašská 1427/4, 101 00 Prague 10, Czech Republic

e-mail: milena@action-m.com • phone: +420 602324951 • website: <https://web.action-m.com>

Notice of withdrawal from the Services Provision Contract

I ordered through the registration form on the website: on (date)....., a service consisting of participation in the Event title..... event date, event fee CZK (Czech Crowns).

Based on the provision of Art. 1829 Sec. 1 in conjunction with provision. Art. 1818 of Act No. 89/2012 Coll., Civil Code, I am using my legal right and withdrawing from the Contract for the provision of the service concluded by means of distance communication (online) concerning the above-mentioned Event, and at the same time I ask you to remit the price of the service in the amount of CZK to my bank account number no later than 14 days after the delivery of this withdrawal.

In on.....

Consumer's first and last name

(signature)