

## GTC of Heal&Glow s.r.o.

### 1. INTRODUCTORY PROVISIONS AND IMPORTANT DEFINITIONS

1. These General Terms and Conditions govern the conditions for the provisions of:

a) digital content, specifically online courses, e-books, webinars, video, and audio recordings,

b) online and offline conferences, workshops, and other online and offline events,

via the web interface [www.hanavolfova.com](http://www.hanavolfova.com), [\*].

2. The following terms used in these General Terms and Conditions with a capital letter have the following meanings:

1. "**Terms and Conditions**" means these General Terms and Conditions.

2. "**Provider**" means the company:

**Heal&Glow s.r.o.,**

**ID No.: 106 92 339,**

**with its registered office at Korunní 2569/108g, Vinohrady, 101 00**

**Prague 10, the Czech Republic,** registered in the Commercial Register

maintained by the Municipal Court in Prague under file no. C 346737

e-mail: [contact@hanavolfova.com](mailto:contact@hanavolfova.com)

3. "**Customer**" means a natural or legal person who concludes a Contract with the Provider or is interested in concluding such a contract. In view of the applicable legal regulations, a distinction is made between a Customer who is a Consumer and a Customer who is not a Consumer.

4. "**Customer's Electronic Address**" means the Customer's email address specified in the order or in the Customer's User Account if the Customer is a registered Customer and the Customer's email address was not specified in the order form.

5. "**Website**" means the websites [www.hanavolfova.com](http://www.hanavolfova.com), [\*].

6. "**Digital Content**" means products delivered in digital form, in particular online courses, e-books, webinars, video recordings, audio recordings, or other products in digital form according to the Provider's current offer on the Website.

7. "**Digital Environment**" means hardware and software equipment that allows you to open and work with documents in docx, pdf and similar formats, play video and audio files and connect to the Internet with sufficient connection

speed and a functional email inbox maintained in a state capable of receiving messages.

8. "**Services**" means, in particular, workshops, conferences, seminars, and other events provided online or offline or other services according to the Provider's current offer on the Website.
  9. "**Products**" means the Digital Content and Services.
  10. "**Copyright Act**" means Act of the Czech Republic No. 121/2000 Coll., on Copyright, Rights Related to Copyright, and on Amendments to Certain Acts (Copyright Act), as amended.
  11. "**Civil Code**" means Act of the Czech Republic No. 89/2012 Coll., the Civil Code, as amended.
  12. "**Consumer Protection Act**" means Act of the Czech Republic No. 634/1992 Coll., on Consumer Protection, as amended.
  13. "**Consumer**" means any person who, outside the scope of their business activities or outside the scope of their independent professional activities, enters into a contract with an entrepreneur or otherwise deals with them.
  14. "**Contract**" means a contract for the provision of the Digital Content and a contract for the provision of the Services concluded between the Provider and the Customer via the Website.
  15. "**User Account**" means the Customer's account specified in Article 2 (1) of these Terms and Conditions.
3. These Terms and Conditions are an integral part of the Contract. These Terms and Conditions are published on the Website and by confirming on the Website, when sending an order, the Customer confirms that they have read and agree to the Terms and Conditions.
  4. Legal relationships not governed by the Terms and Conditions are also governed by the Civil Code, and, in cases where the Customer is a Consumer, also by the Consumer Protection Act and the provisions of the Civil Code relating to consumer protection.

## 2. USER ACCOUNT

1. Based on the Customer's registration on the Website, the Customer can access their user interface (User Account). The Customer can place orders for Products from their user interface. If the web interface allows it, the Customer can also place orders for Products without registration directly from the web interface.

2. When registering on the Website and ordering Products, the Customer is obliged to provide all information correctly and truthfully. The Customer is obliged to update the information provided in the User Account in the event of any changes. The information provided by the Customer in the User Account and when ordering Products is considered correct by the Provider.
3. Access to the User Account is secured by a username and a password. The Customer is not entitled to allow third parties to use the User Account.
4. The Provider may cancel the User Account, especially if the Customer has not used their User Account for more than 24 months or in cases where the Customer violates the Contract, including these Terms and Conditions. If the Customer has access to the purchased Digital Content via the User Account, which is still available to them in accordance with the concluded Contract, the User Account may be cancelled if the Customer seriously breaches their obligations under the Contract or these Terms and Conditions and the Provider withdraws from the Contract on the provision of such Digital Content. In such case the Customer's access to the Digital Content will be cancelled.
5. The Customer acknowledges that the User Account may not be available continuously, in particular with regard to the necessary maintenance of the Provider's hardware and software equipment or the necessary maintenance of third-party hardware and software equipment.

### **3. ORDER AND CONCLUSION OF THE CONTRACT**

1. All presentations of Products on the Provider's Website are for informational purposes only and the Provider is not obliged to conclude a relevant Contract for a given Product. The provisions of Section 1732(2) of the Civil Code shall not apply.
2. Information about individual Products, including their specifications and descriptions of their main features, is provided on the Website, including the prices of individual Products. Product prices are listed without VAT and including VAT (the Provider is a VAT payer) and are final and include all related fees. Product prices remain valid for as long as they are displayed on the Website. This provision does not limit the Provider's ability to conclude a Contract under individually negotiated terms.
3. The Provider also informs Customers on the Website about the costs associated with the delivery of the Digital Content or the provision of Services.
4. To order a Product, the Customer fills out an order form on the Website. The order form always contains information about the Customer, the ordered Product, the price of the Product including taxes and fees, the method of payment for the Product, details of the required method of delivery of the

Product, including information about any costs associated with the delivery of the Product.

5. Before sending the order to the Provider, the Customer is allowed to check and change the information they have entered in the order, including the possibility for the Customer to detect and correct errors made when entering data into the order. A submitted order is considered to be a binding proposal to conclude a Contract. The validity of the order is conditioned by the completion of all mandatory information in the order form, familiarization with these Terms and Conditions and the Customer's confirmation that they have become familiar with these Terms and Conditions.
6. The Customer undertakes to fill in true and complete information in the order and in the User Account, including the Customer's Electronic Address, telephone number, identification and, if applicable, billing information. The Provider will consider the information provided by the Customer to be correct and complete and is not entitled to check the information provided.
7. The Provider shall confirm receipt of the order to the Customer without undue delay after receiving the order, by email to the Customer's Electronic Address. The confirmation of receipt of the order in accordance with this paragraph shall constitute the conclusion of the Contract and the establishment of a legal relationship between the Provider and the Customer. These Terms and Conditions in text form (in pdf or similar format) shall also be attached to the order confirmation.
8. Depending on the nature of the order, the Provider is always entitled to ask the Customer for additional confirmation of the order (e.g. by email or telephone).
9. The Customer may cancel their order for convenience (without giving any reason) until it is confirmed by the Provider.
10. The Customer agrees to the use of means of distance communication when concluding the Contract. The costs incurred by the Customer when using means of distance communication in connection with the conclusion of the Contract (costs of internet connection, costs of telephone calls) shall be borne by the Customer, and these costs do not differ from the basic rate.
11. Based on the concluded Contract, the Provider is obliged to provide the Customer with Digital Content or Services in connection with the type of Product ordered. The Customer undertakes to pay the Provider the price of the Product unless the Digital Content is provided free of charge in exchange for the provision of the Customer's personal data to the Provider's database. The Provider is released from the obligation to provide Digital Content or Services in the event of reaching capacity or in similar cases where proper

delivery of the Product by the Provider is not possible, in which cases the Provider is entitled to withdraw from the Contract, of which the Customer will be informed without delay.

12. If the Provider provides the Customer with a gift together with the Product, the contract of donation between the parties is concluded with the condition that if the Contract is terminated (e.g. due to withdrawal from the Contract), the contract of donation shall automatically terminate from the outset together with the Contract and the Customer shall be obliged to return the gift.

#### **4. PRODUCT PRICE AND PAYMENT TERMS**

1. The Customer may pay the price of the Product and any costs associated with the delivery of the Product under the Contract cashless via the Stripe payment gateway. The payment is also governed by the Stripe terms of service available at <https://stripe.com/en-cz/legal/payment-terms>.
2. In cases where Digital Content and Services are provided, their delivery is not usually associated with packaging and delivery costs, unless expressly stated otherwise in a specific case for a given Product, including the specific amount of such costs. In such case the Customer is also obliged to pay the Provider the costs associated with the delivery of Digital Content or Services in the agreed amount. Unless expressly stated otherwise, the price in cases of Product delivery also includes the costs associated with the delivery of the Product.
3. The price paid by bank transfer via the Stripe payment gateway within the meaning of Article 4(1) of these Terms and Conditions is payable immediately after the conclusion of the Contract. The Customer's obligation to pay the price is fulfilled at the moment the relevant amount is credited to the Provider's account. In the event of the Customer's delay in payment of the Product, the Provider is entitled to withdraw from the Contract without further notice.
4. Unless expressly stated otherwise on the Website in relation to a specific Product, the Provider requires payment of the full price before (i) delivery of the Digital Content, (ii) provision of the Services, or sending of a document authorizing the provision of the Services (a ticket, a voucher, etc.). The provisions of Section 2119(1) of the Civil Code shall not apply.
5. Unless expressly stated otherwise on the Website, any discounts on the price of the Product provided by the Provider to the Customer cannot be combined.
6. In the event of an obvious error in the price of the Product on the Website or in the event of a similar error in the process of concluding the Contract, the Provider is not obliged to provide the Product at the given price and is entitled to withdraw from the Contract.

7. The Provider shall issue a tax document – invoice to the Customer for payments made under the Contract. The Provider is a VAT payer. The Provider shall issue a tax document – invoice to the Customer after payment of the price of the Product, or part thereof, if payment in instalments is permitted, and shall send it in electronic form to the Customer's Electronic Address.
8. In cases where it is expressly stated for an individual Product on the Website, the Provider allows payment of the price of the Product in instalments. In such cases, the price of the Product stated on the Website may increase, but the Customer will always be informed of the total final price of the Product in the order summary before it is submitted. By concluding the Contract, the Customer undertakes to pay all instalments in full. In the event of the Customer's delay in payment of any instalment or part thereof, the Provider is entitled to temporarily deny the Customer access to Digital Content (block access to the Digital Content), in case of the Contract for the provision of Digital Content, until the relevant instalment is paid. In the event of the Customer's delay in payment of the instalment of the Product price or part thereof, the Provider is also entitled to immediately demand payment of the entire unpaid portion of the price of the Product by written notice sent to the Customer's Electronic Address and, on the date specified in this notice, to demand payment of all remaining instalments of the price of the Product at once (i.e. the balance of the full price of the Product) or to withdraw from the Contract. In the event of withdrawal from the Contract, the Provider is not obliged to return to the Customer any instalments paid prior to withdrawal from the Contract.

## **5. DELIVERY TERMS**

1. **The delivery of Digital Content will take place according to the type of Product ordered by making it available to the Customer:**
  - a) in the User Account on the Website,
  - b) by sending the Digital Content, or a link to the Digital Content where the Digital Content can be opened or downloaded, to the Customer's Electronic Address, or
  - c) by another method specified on the Website for a specific Product and in the order confirmation.
2. The Digital Content will be made available to the Customer immediately upon receipt of the payment of its price. If according to the information on the Website specific Digital Content is to be made available gradually, in parts, the first part of the Digital Content will be made available immediately upon receipt

of the payment of its price and the other parts gradually according to the previously announced schedule.

3. If the Provider is in delay with making the Digital Content available and does not make the Digital Content available even after a request from the Customer within an additional period of 10 days, the Customer may withdraw from the Contract. The Customer may withdraw from the Contract for the provision of Digital Content without the additional period pursuant to the previous sentence only if it is clear, from the Provider's statement or from the circumstances, that the Provider will not provide the Digital Content or if it follows, from the agreement of the parties or from the circumstances at the time of conclusion of the Contract, that the delivery of the Digital Content at the specified time is necessary for the Customer.
4. The delivery of the Services, whether online or offline, will take place at the time and place, or in the manner:
  - a) specified for a particular Product, especially in the case of online or offline Services with a predetermined date, such as conferences, workshops, seminars, etc., or
  - b) agreed between the Provider and the Customer after the conclusion of the Contract, if this is expressly stated in relation to a specific Service, or if the date of provision is not specified on the Website for the Service in question and the nature of the Service indicates that it is not tied to a specific date.
5. If the provision of the Service is linked to the submission of a document authorizing the provision of the Service (e.g. tickets, vouchers), such Document will be sent to the Customer electronically to their Customer's Electronic Address immediately after the conclusion of the Contract and payment of the price of the Service, but no later than within 3 days. If the Service was ordered less than 3 days before the date of provision of the Service, the Provider shall make every effort to ensure that the document is delivered in accordance with this section immediately after the conclusion of the Contract and receipt of payment for the Service.
6. It is prohibited to make audio and video recordings of the provided Services without the Provider's consent.
7. The Provider is entitled to temporarily suspend access to the Digital Content or the Website at any time, e.g. for reasons of security, force majeure, a decision of a competent authority or court, the exercise of rights necessary for the operation or maintenance of the Website and in similar justified cases. The Provider is obliged to inform Customers of such temporary suspension of access to Digital Content or the Website if possible in advance, otherwise

within a reasonable time, e.g. by a notice published on the Website, in which case the Provider shall also inform Customers of the reason and the expected duration of the suspension of the provision of Digital Content or the Website. This does not apply to cases of short-term unavailability of Digital Content or the Website that does not significantly affect the rights of Customers.

## **6. WITHDRAWAL FROM THE CONTRACT**

1. If the Customer is a Consumer, they have the right, in accordance with the provisions of Section 1829(1) of the Civil Code, to withdraw from the Contract within 14 days of concluding the Contract, without giving any reason and without any penalty, unless otherwise stated below. Customers who are not Consumers do not have the right to withdraw from the Contract without giving a reason within the meaning of Section 1829(1) of the Civil Code and may withdraw from the Contract only in the cases specified by law and the provisions of this Article 6 of these Terms and Conditions, concerning the right of Consumers to withdraw from the Contract, do not apply to them.
2. **If the subject matter of the Contract is the delivery of Digital Content, the Customer hereby expressly agrees to the commencement of its performance (delivery of the Digital Content) before the expiry of the withdrawal period from the Contract, knowing that once the Digital Content has been delivered to them, the Customer's right to withdraw from the Contract expires in accordance with Section 1837(l) of the Civil Code.**
3. If the subject matter of the Contract is the provision of a Service and this Service can be considered a leisure service and is to be provided by the Provider on a specific date or during a specific period within the meaning of Section 1837(j) of the Civil Code (e.g. workshops, conferences, seminars and other events held offline or online on a predetermined date or during a predetermined period), the Customer who is a Consumer may not withdraw from the Contract. In the case of other Services, the Customer hereby requests its performance to begin before the expiry of the withdrawal period, knowing that once the Service has been provided in full, the Customer's right to withdraw from the Contract expires. If only part of such a Service has been provided within the 14-day period for withdrawal from the Contract and the Customer has withdrawn from the Contract within this period, the Customer is entitled to a refund of a proportionate part of the agreed price to the extent of the Service not yet provided, or the Customer is obliged to pay the Provider a proportionate part of the agreed price for the performance provided until the moment of withdrawal from the Contract. In case of Services, where the date of provision depends on an agreement between the Provider and the Customer, where an agreement has already been reached between the



Provider and the Customer regarding the date of provision of the Service, and the Customer withdraws from the Contract less than 24 hours prior the agreed date of provision of the Service, the Customer is not entitled to a refund of the price of the Service and is obliged to pay the Provider 100% of the agreed price of the Service as a cancellation fee.

4. The Customer may withdraw from the Contract within the above-mentioned period of 14 days from the conclusion of the Contract by sending a completed form which is attached to these Terms and Conditions or another text with similar wording to one of the Provider's addresses listed above (e-mail or registered office address), or by any other unambiguous statement made to the Provider. The Customer may also withdraw from the Contract, the subject of which is a free Product, by unsubscribing from the Provider's email database (the Customer can unsubscribe by clicking on the relevant link at the end of the email sent).
5. The Provider is entitled to withdraw from the Contract in cases specified by law, in particular in the event of a material breach of the obligations set out in these Terms and Conditions or by law on the part of the Customer (e.g. if the Customer infringes the copyright of the Provider or third parties to the Digital Content, unauthorized interference with the Website's web interface, unauthorized disclosure of User Account access data to a third party, etc.). If the subject matter of the Contract is the provision of the Service, the Provider is also entitled to withdraw from the Contract in the event of failure to meet the required capacity of registered users or for other serious reasons.
6. In cases where the subject matter of the Contract is the delivery of Digital Content and the Contract is withdrawn from, the Provider is entitled to make the Digital Content inaccessible to the Customer.
7. In the event of withdrawal from the Contract, the Provider shall return the funds received from the Customer to the Customer within 14 days of withdrawal from the Contract, in the same manner in which the Provider received them from the Customer. The Provider is also entitled to return the funds to the Customer in another manner if the Customer agrees to this and no additional costs are incurred by the Customer.

## **7. RIGHTS FROM DEFECTIVE PERFORMANCE, COMPLAINTS**

1. The rights and obligations of the contracting parties regarding the Provider's liability for defects, i.e. rights arising from defective performance, are governed by relevant generally binding regulations, in particular the provisions of Sections 1914 to 1925, 2099 to 2117, 2161 to 2174, 2389g et seq. of the Civil Code and the Consumer Protection Act.

2. The Provider undertakes that the subject matter of performance under the Contract, i.e. provided Digital Content and Service, will be delivered free of defects, in particular that it will be delivered in the scope, with the characteristics, in the form and quality corresponding to the Contract (i.e. in particular corresponding to the description of the Product on the Website and the characteristics usual for the given type of Product).

### **Defects of Digital Content**

3. If the subject matter of the Contract is the provision of Digital Content, the Customer may report a defect within 2 years of its availability (e.g. in the case of an e-book, audio, or video recording). In the case of continuing obligations, i.e. where it is not a one-time performance (e.g. an online course), any defects may be reported throughout the entire duration of the provision of such Digital Content (throughout the entire duration of the obligation).
4. If the Digital Content has a defect, the Customer may request its removal, unless this is impossible or disproportionately costly. In such case, the Provider shall remove the defect within a reasonable time, of at least 10 days from the notice, so as not to cause significant inconvenience to the Customer. The Customer may also request a reasonable discount on the price of the Digital Content or withdraw from the Contract if:
  - a) the Provider has not remedied the defect in accordance with the previous sentence,
  - b) it is clear from the Provider's statement or from the circumstances that the defect will not be remedied within a reasonable time or without significant inconvenience to the Customer,
  - c) the defect reappears even after removal, or
  - d) the defect constitutes a material breach of the Contract.

The Customer may not withdraw from the Contract if the defect in the Digital Content is insignificant.

5. A reasonable discount pursuant to the previous section shall be determined as the difference between the value of the Digital Content without the defect and the Digital Content with the defect that was provided to the Customer.
6. The Customer shall not be entitled to rights arising from defective performance if the defect of the Digital Content was caused by its improper use or storage, as a result of failure to perform necessary updates or unsuitable Digital Environment on the part of the Customer. If there is a suspicion that the defect was caused by the Customer's unsuitable Digital Environment, the Customer is obliged to provide the Provider with the necessary cooperation to verify this

fact, which can be reasonably required of them. If the Customer refuses to provide this cooperation, they may only exercise their rights arising from defective performance if they prove that the Digital Content is not in accordance with the Contract.

### **Defects of Services**

7. If the subject matter of the Contract is the provision of Services, the Provider is responsible for ensuring that the Service is provided in the scope, form and quality agreed upon in the Contract, i.e. in particular that it corresponds to the description of the Service on the Website and the characteristics usual for the given type of Service. In the event of defects in the Service provided, the Customer has the right to have the defects in the Service removed and if the removal of the defect is not possible, or is not carried out by the Provider, the Customer has the right to request a discount on the price of the Service or to withdraw from the Contract if the defect constitutes a material breach of the Contract.
8. The Customer is obliged to report defects of the Service without undue delay after discovering them, ideally during the provision of the Service itself, so that the Provider can immediately handle the complaint, but always at the latest within six months of the date of provision of the Service.
9. The Customer is not entitled to rights arising from defective performance if they were aware of the defects of the Service prior to its provision or if they caused the defects themselves.

### **Method of Handling Complaints**

10. The Customer is obliged to report any defect found without undue delay after discovering it by email to the Provider's email address specified above in these Terms and Conditions or in person if the complaint concerns a defect of the Service provided which occurs during the provision of the Service.
11. The Provider shall decide on the complaint (assess the complaint) immediately, or within 3 working days in complex cases. This period does not include the reasonable time required for any expert assessment of the defect.
12. The complaint will be handled without undue delay, no later than 30 days from the notice, unless the Provider and the Customer agree otherwise.

## **8. SOME OTHER AGREEMENTS ON DIGITAL CONTENT**

1. The provisions of Section 2389a et seq. of the Civil Code shall apply to the provision of Digital Content.

2. The Provider shall make the Digital Content available to the Customer in the latest version available at the time of conclusion of the Contract. Updates to Digital Content are not part of the performance of the Contract for the provision of Digital Content, unless otherwise specified for a specific Product on the Website. However, even in such case, the Provider will provide Customers with updates necessary to ensure that the Digital Content is functional and free of defects for duration of the commitment. In such case, Customers will be notified of available updates and how to perform them if their cooperation is required. If the Customer does not perform the necessary update, the Provider is not liable for any defects in Digital Content related thereto.
3. Even if no update is specified for specific Digital Content, the Provider is entitled to update, supplement, expand, or otherwise modify the provided Digital Content in order to improve the quality of the provided Digital Content, unless otherwise specified for a specific Product. Such changes will not be in conflict with the concluded Contract, will not impair the Customer's access to or use of the Digital Content, will not incur additional costs for Customers in connection with them and Customers will be informed of the changes made.
4. Digital Content also includes certain free Products offered on the Provider's Website. In such case the Customer shall provide the Provider with their personal data as remuneration for the Product (Digital Content). In such case a Contract for the provision of Digital Content is also concluded. This does not apply if the Customer's personal data are not provided to the Provider's database as remuneration for the free Product but are provided solely for the purpose of processing the order and delivering the Digital Content.
5. Unless expressly stated otherwise on the Website, the Digital Content will be made available to the Customer for a period of **12 months from the date the Digital Content is made available to the Customer**. If the Website states a different limited period of availability of a specific Product to the Customer, the Customer will have access to the Digital Content for the specified limited period (duration of the commitment).
6. The Customer acknowledges that the Digital Content requires a compatible Digital Environment on the Customer's side in order to be fully functional. The Provider is not liable to the Customer for any defects caused by incorrect connection of the Digital Content to the Customer's Digital Environment.
7. The Customer acknowledges that the Digital Content, as well as the content of the Website, are copyrighted works and are protected by copyright laws, in particular the Copyright Act, and may only be used in accordance with, in the manner and to the extent specified in these Terms and Conditions.

8. The Customer is entitled to use the Digital Content exclusively for their personal use and is not entitled to make the Digital Content available to third parties. In this context, the Customer is also not entitled to provide access data to their User Account to a third party.
9. **The Customer is not entitled to copy, supplement, share, reproduce, transfer, or distribute the Digital Content or any part thereof in any way, even free of charge. The Customer is not entitled to make any changes to the Digital Content. At the same time, the Customer is not entitled to use the Digital content or any part thereof for commercial purposes, nor is the Customer entitled to make it available for such purposes or use it for the purpose of achieving direct or indirect economic or commercial benefit.**
10. The Customer also acknowledges that the content of the Website, including all photographs, images, logos, software, and texts, is also a copyrighted work and is protected by the copyright of the Provider or third parties. The content of the Website or any part thereof may not be distributed, copied, reproduced, modified, or used for any other purpose without the consent of the Provider or the consent of the author, if the author is a third party and not the Provider.
11. **If the Customer violates any of the obligations set forth in Article 8(8–10) of these Terms and Conditions, they shall be obliged to pay the Provider a contractual penalty of CZK 10,000,000 for each individual case of such violation.**
12. The Provider is entitled to temporarily block the Customer's access to the User Account if it is found that the Customer is violating its obligations under these Terms and Conditions, or if the Provider has reasonable suspicion that this is occurring. The Customer will be informed of this fact, and temporary inaccessibility will only occur for the time necessary to investigate the situation and take any follow-up measures (e.g. withdrawal from the Contract by the Provider).

## **9. OTHER PROVISIONS**

1. **The Customer acknowledges that the information and advice of the Provider contained in the Digital Content and Services provided are of a general nature and are based on the subjective experience of the Provider, and it cannot be ruled out that the opinions of experts or other persons in the field may differ. The Provider does not guarantee any specific results; results may vary individually. The Provider's recommendations and other information contained in the Digital Content and Services provided by the Provider are always made to the best of the Provider's knowledge, but the information provided by the Provider does**

**not replace medical care or professional health advice. The Provider is not responsible and, by its nature, cannot be responsible for the results of using the information obtained in this way, as this is influenced by the manner in which this information is applied to individual Customers and other circumstances which the Provider does not know and cannot influence due to the nature of the matter. For this reason, the Provider is not liable for any property damage or non-property damage suffered by Customers, and the Customer acknowledges that the information provided within the Digital Content and Services is used at their own risk.**

2. Customers undertake to refrain from any conduct that could unjustifiably jeopardize the Provider's good reputation or the good name of natural persons associated with it, in particular the publication of false information or biased evaluations of its Products. Customers further undertake to refrain from any unfair competitive conduct. In the event of serious damage to the Provider's good reputation or the good name of individuals associated with it (in particular through the dissemination of false information and defamation via the internet and social networks), the Customer shall be obliged to pay the Provider a contractual penalty in the amount of CZK 1,000,000 for each individual infringement.
3. The Provider publishes reviews of the Products it provides on the Website and its social media profiles. These reviews always come from actual Customers or other clients of the Provider and are published with their consent. Before publication, the Provider always verifies that the review comes from a Customer or other client of the Provider (in particular by checking the information in the review against the information in the order records) or that it is a review from Customers and other clients of the Provider who were contacted by the Provider for the purpose of providing a review in connection with the provision of the Product.

## **10. FINAL PROVISIONS**

1. **These Terms and Conditions shall take effect on January 1, 2026.** The Provider reserves the right to amend these Terms and Conditions. All orders are always governed by the current version of the Terms and Conditions.
2. If any provision of these Terms and Conditions is or becomes invalid or ineffective, the invalid or ineffective provision shall be replaced by a provision whose meaning is as close as possible to the invalid or ineffective provision. The invalidity or ineffectiveness of an individual provision of the Terms and Conditions shall not affect the validity and effectiveness of the other provisions of the Terms and Conditions.

3. All agreements between the Provider and the Customer are governed by the laws of the Czech Republic. If the relationship established by the Contract contains an international element, the parties agree that the relationship shall be governed by the laws of the Czech Republic. The court with jurisdiction over the Provider's registered office shall have jurisdiction to resolve disputes. This does not affect the Consumer's rights under generally binding legal regulations.
4. Information regarding the processing of personal data is contained in a separate document entitled *Information on the Processing of Personal Data*, which is published on the Provider's Website.
5. Any disputes between the Provider and the Customer will be resolved primarily through amicable means. In case of dissatisfaction with any Product or in case of other complaints, the Customer is always entitled to contact the Provider at the email address [info@hanavolfova.com](mailto:info@hanavolfova.com) . Customers who are Consumers also have the right to out-of-court settlement of any disputes between the Provider and the Customer, for example through the Czech Trade Inspection Authority with its registered office at Štěpánská 567/15, 120 00 Prague 2, ID No.: 000 20 869, website: <http://www.coi.cz>. Customers who are Consumers can find more detailed information on out-of-court settlement of consumer disputes and a list of ADR entities in the European Union, Norway, Iceland, and Liechtenstein on the website [https://consumer-redress.ec.europa.eu/index\\_en](https://consumer-redress.ec.europa.eu/index_en).