



# TERMS AND CONDITIONS

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These general terms and conditions ("Terms") of the company DARHA s.r.o., with its registered office at Radechovská 1452, Bělá pod Bezdězem, IČO 08671133, registered in the commercial register under sp. stamp insert C section 322959 held at the Municipal Court in Prague, e-mail darha.agency@gmail.com, phone number +420 608 322 221 ("We" or the "Seller") are regulated in accordance with the provisions of § 1751 paragraph 1 of Act No. 89/2012 Coll., Civil Code, as amended ("Civil Code") mutual rights and obligations of You, as buyers, and Us, as sellers, arising in connection with or on the basis of a purchase contract ("Contract") concluded through the E-shop on the website www.design-infinity.eu.

All information about the processing of your personal data is contained in the Principles of personal data processing, which can be found here: [Terms of personal data protection](#).

The provisions of these Conditions are an integral part of the Agreement. The Agreement and Terms and Conditions are drawn up in the Czech language. We can unilaterally change or supplement the wording of the Terms and Conditions. This provision does not affect the rights and obligations arising during the period of validity of the previous version of the Conditions.

As you probably know, we primarily communicate remotely. Therefore, even for our Agreement, means of remote communication are used, which allow us to reach an agreement without the simultaneous physical presence of Us and You, and the Agreement is thus concluded remotely in the E-shop environment, through the website interface ("E-shop web interface").

If any part of the Terms and Conditions contradicts what we agreed upon together as part of the process of your purchase on Our E-shop, this specific agreement will take precedence over the Terms.

## I. SOME DEFINITIONS

1. The price is the financial amount you will pay for the Goods;
2. The shipping price is the financial amount that you will pay for the delivery of the Goods, including the price for its packaging; There is no shipping or handling charge for digital products.
3. The total price is the sum of the Price and the Shipping Price;
4. VAT is value added tax according to applicable legal regulations;
5. An invoice is a tax document issued in accordance with the Value Added Tax Act on the Total Price;
6. The order is your irrevocable proposal to conclude a Contract for the purchase of Goods with Us;
7. A user account is an account established on the basis of the data provided by you, which enables the storage of entered data and the storage of the history of ordered Goods and concluded Contracts;
8. You are a person shopping at Our E-shop, referred to by law as a buyer;
9. Goods (or a Product too) are everything you can buy in the E-shop.
10. Digital content is data that is created and provided in digital form, such as video files, audio files, music files, computer programs, applications, digital games, e-books, graphic photo and video templates and other electronic publications, and which are available or made accessible via the Internet or using physical media, e.g. DVD, CD, memory cards, etc.

## II. GENERAL PROVISIONS AND INSTRUCTIONS

1. The purchase of Goods is possible only through the web interface of the E-shop.
2. When purchasing Goods, it is your duty to provide us with all information correctly and truthfully. We will therefore consider the information you provided to Us when ordering the Goods to be correct and true.

## III. A CONCLUSION OF THE CONTRACT

1. It is possible to conclude a contract with Us only in the Czech or English language.
2. The contract is concluded remotely via the E-shop, while the costs of using remote communication means are covered by you. However, these costs do not differ in any way from the basic rate that you pay for the use of these resources (that is, especially for Internet access), so you do not have to expect any additional costs charged by Us beyond the Total Price. By sending the Order, you agree that we use the means of remote communication.

3. In order for us to conclude the Agreement, you need to create a draft Order on the E-shop. This proposal must include the following information:

- a) Information about the purchased Goods (in the E-shop, you indicate the Goods you are interested in purchasing with the "Add to basket" button);
- b) Information on the Price, Shipping Price, method of payment of the Total Price and required method of delivery of the Goods; this information will be entered as part of the creation of the draft of the Order within the user environment of the E-shop, while information on the Price, Shipping Price and Total Price will be entered automatically based on the Goods selected by you and the method of their delivery;
- c) Your identification and contact information used to enable us to deliver the Goods, in particular name, surname, delivery address, telephone number and e-mail address;
- d) In the case of a Contract based on which we will deliver the Goods to you regularly and repeatedly, also information on how long we will deliver the Goods to you.

4. During the creation of the draft of the Order, he can change and check the data until the time of its creation. After performing the check by pressing the "Order binding for payment" button, you will create the Order. However, before pressing the button, you must still confirm your familiarity with and agreement with these Terms, otherwise it will not be possible to create the Order. The check box is used for confirmation and consent. After pressing the button "Order binding for payment", all the filled-in information will be sent directly to Us.

5. We will confirm your Order as soon as possible after it is delivered to Us with a message sent to your e-mail address entered in the Order. The confirmation will include a summary of the Order and these Terms. By confirming the Order on our part, the Contract between Us and You is concluded. The terms and conditions in the wording effective on the date of the Order form an integral part of the Agreement.

6. There may also be cases when we will not be able to confirm your Order. These are especially situations where the Goods are not available or cases where you order a larger number of Goods than is allowed on our part. However, we will always provide you with information on the maximum number of Goods in advance within the E-shop, so it should not be surprising to you. In the event that there is any reason for which we cannot confirm the Order, we will contact you and send you an offer to conclude the Contract in an amended form compared to the Order. In such a case, the contract is concluded when you confirm Our offer.

7. In the event that an obviously incorrect Price is stated within the E-shop or in the draft Order, we are not obliged to deliver the Goods to you at this Price even if you have received confirmation of the Order, and therefore the Contract has been concluded. In such a situation, we will contact you immediately and send you an offer to conclude a new Contract in an amended form compared to the Order. In such a case, the new Contract is concluded at the moment when you confirm Our offer. If you do not confirm our offer even within 3 days of its sending, we are entitled to withdraw from the concluded Agreement. An obvious error in the Price is considered to be, for example, a situation where the Price does not correspond to the usual price at other sellers or a figure is missing or missing.

8. In the event that the Contract is concluded, you are obligated to pay the Total Price.

9. If you have set up a User Account, you can place an Order through it. Even in such a case, however, you are obliged to check the correctness, truthfulness and completeness of the pre-filled data. However, the method of creating an Order is the same as in the case of a buyer without a User Account, but the advantage is that you do not need to repeatedly fill in your identification data.

10. In some cases, we allow you to use a discount for the purchase of Goods. In order to provide a discount, you need to fill in the information about this discount in the predetermined field as part of the draft Order. If you do so, the Goods will be provided to you at a discount.

## **IV. USER ACCOUNT**

1. Based on your registration in the E-shop, you can access your User account.

2. When registering a User Account, it is your duty to enter all data correctly and truthfully and to update them in the event of a change.

3. Access to the User Account is secured by a username and password. It is your duty to maintain confidentiality regarding these access codes and not to provide this data to anyone. In the event that they are misused, we bear no responsibility.

4. The user account is personal, and you are therefore not authorized to allow third parties to use it.

5. We may cancel your User Account, especially if you do not use it for more than 24 months, or if you violate your obligations under the Agreement.

6. The user account may not be available continuously, especially with regard to the necessary maintenance of hardware and software equipment.

## **V. PRICE OF GOODS AND TERMS OF PAYMENT**

1. The price is always stated within the E-shop, in the draft Order and, of course, in the Contract. In the event of a discrepancy between the Price specified for the Goods within the E-shop and the Price specified in the draft Order, the Price specified in the draft Order shall apply, which will always be identical to the price in the Contract. As part of the draft Order, the Price for shipping, or the conditions under which shipping is free, is also indicated. In the case of digital products, the cost of shipping is not taken into account.
2. The total price is stated including VAT, including all fees established by law.
3. We will require you to pay the Total Price after concluding the Contract and before handing over the Goods. You can pay the Total Price in the following ways, always in combinations, depending on the nature of the Goods and their delivery:
  - a) By bank transfer. We will send you payment information as part of the Order confirmation. In case of payment by bank transfer, the Total price is payable within 3 days.
  - b) By card online. In such a case, payment is made through the Shoptet Pay payment gateway, and the payment is governed by the terms and conditions of this payment gateway, which are available at: [www.shoptetpay.com](http://www.shoptetpay.com) In the case of online card payment, the Total Price is payable within 24 hours.
4. The invoice will be issued in electronic form after payment of the Total Price and will be sent to your e-mail address. The invoice will also be physically attached to the Goods and available in the User Account.
5. Ownership of the Goods is transferred to you only after you pay the Total Price and take delivery of the Goods. In the case of payment by bank transfer, the Total price is paid by crediting to Our account, in other cases it is paid at the time of payment.

## **VI. DELIVERY OF GOODS, PASSING OF RISK OF DAMAGE TO THINGS**

1. The goods will be delivered to you by the method of your choice, and you can choose from the following options:
  - a) Electronic delivery via e-mail, which was specified in the Order.
2. The goods can only be delivered electronically via the e-mail specified in the Order.
3. The delivery time of the Goods always depends on its availability and on the chosen payment method. The expected delivery time of the Goods will be communicated to you in the Order confirmation. The time indicated on the E-shop is only indicative and may differ from the actual delivery time. The goods will be sent electronically to the e-mail immediately after receiving the payment and payment through the payment gateway or by crediting the amount to the bank account.
4. After delivery of the Goods, it is your duty to check its contents. Goods and, in the event of any defects, notify us of this fact immediately so that we can send the Goods in another form or in another form.
5. In the event that you violate your obligation to take over (electronically store) the Goods, with the exception of cases according to Article VI.4. Condition, it does not result in a breach of Our obligation to deliver the Goods to You. At the same time, the fact that you do not accept the Goods is not a withdrawal from the Contract between Us and You. However, in such a case, we have the right to withdraw from the Agreement due to your substantial breach of the Agreement. If we decide to exercise this right, the withdrawal is effective on the day we deliver this withdrawal to you. Withdrawal from the Contract does not affect the right to reimbursement of the price for transport, or the right to compensation for damage, if it has arisen.
6. If, for reasons arising on your part, the Goods are delivered repeatedly or in a different way than was agreed in the Contract, it is your duty to compensate Us for the costs associated with this repeated delivery. We will send you the payment details for paying these costs to your e-mail address specified in the Contract and they are due 14 days after the e-mail is delivered.
7. Dangerous damage to the Goods passes to you at the moment you take them over. In the event that you do not take over the Goods, with the exception of the cases according to Article VI.4 of the Terms and Conditions, the risk of damage to the Goods passes to you at the moment when you had the opportunity to take them over, but for reasons on your part you did not take them over. The transfer of the risk of damage to the Goods means that from this moment you bear all the consequences associated with the loss, destruction, damage or any deterioration of the Goods.
8. In the event that the Goods were not listed as in stock in the E-shop and an approximate time of availability was indicated, we will always inform you in the event of:
  - a) extraordinary interruption of the production of the Goods, whereby we will always inform you of the new expected time of availability or information about the fact that it will not be possible to deliver the Goods;
  - b) delay in the delivery of the Goods from Our supplier, whereby we will always inform you of the new expected delivery time.
9. In the event that we are not able to deliver the Goods to you even within 30 days from the expiry of the delivery time of the Goods specified in the Order confirmation, for any reason, we and you are entitled to withdraw from the Contract.

## VII. RIGHTS FROM DEFECTIVE PERFORMANCE

1. We guarantee that at the time of the transfer of the risk of damage to the Goods according to Article VI.7 of the Conditions, the Goods are free of defects, especially if:

- a) has the characteristics that we have agreed with you, and if they have not been expressly agreed, then those that we have stated in the description of the Goods, or those that can be expected with regard to the nature of the Goods;
- b) it is suitable for the purposes we have indicated or for purposes which are customary for Goods of this type;
- c) corresponds to the quality or design of the agreed sample, if the quality or design was determined according to the sample;
- d) is in adequate quantity and weight;
- e) meets the requirements imposed on him by legal regulations;
- f) is not encumbered by the rights of third parties;
- g) in the case of digital content goods, the provisions regarding the seller's liability for defects shall also apply to the provision of digital content or digital content services, even if provided by a third party. This does not apply if it is obvious from the content of the purchase contract and from the nature of the matter that they are provided separately.

2. Rights and obligations regarding rights from defective performance are governed by the relevant generally binding legal regulations (in particular the provisions of § 1914 to 1925, § 2099 to 2117 and § 2161 to 2174 of the Civil Code and Act No. 634/1992 Coll., on consumer protection, as amended).

3. In the event that the Goods have a defect, i.e. in particular if any of the conditions according to Article VII.1 are not met, you can notify Us of such a defect and exercise your rights from defective performance (i.e. complain about the Goods) by sending an e-mail or letter to Our addresses listed with Our identification data. For complaints, you can also use the sample form provided by Us, which forms Appendix No. 1 of the Terms and Conditions. In exercising the right from defective performance, you must choose how you want to resolve the defect, and you cannot subsequently change this choice, except in cases according to Article 7.4, without Our consent. We will handle the claim in accordance with the right you have asserted from defective performance. In the event that you do not choose to resolve the defect, you have the rights listed in Article 7.5 even in situations where the defective performance was a substantial breach of the Agreement.

4. If defective performance is a material breach of the Agreement, you have the following rights:

- a) to remove the defect by delivering new Goods without defects, or by delivering a missing part of the Goods;
- b) to remove the defect by repairing the Goods;
- c) for a reasonable discount from the Price;
- d) to withdraw from the Agreement.

In the event that you choose the resolution according to points a) or b) and We do not remove the defect in this way within the reasonable period that we have indicated, or we inform you that we will not remove the defect in this way at all, you have the rights according to points c) and d), even if you they did not originally request as part of the complaint. At the same time, if you choose to remove the defect by repairing the Goods and We discover that the defect is irreparable, we will notify you and you can choose another method of removing the defect.

5. If defective performance is a minor breach of the Agreement, you have the following rights:

- a) to remove the defect by delivering new Goods without defects, or by delivering a missing part of the Goods;
- b) to remove the defect by repairing the Goods;
- c) for a reasonable discount from the Price.

However, if we do not remove the defect in time or refuse to remove the defect, you have the right to withdraw from the Contract. You can also withdraw in the event that you cannot use the Goods properly due to the repeated occurrence of defects after the Goods have been repaired or in the event of a large number of Goods defects.

6. In the event of a material or non-material breach, you cannot withdraw from the Contract, or demand the delivery of a new item, if you cannot return the Goods in the condition in which you received them. However, this does not apply in the following cases:

- a) if there has been a change in the condition of the Goods as a result of an inspection for the purpose of detecting a defect;
- b) if the Goods were used before the defect was discovered;
- c) if the impossibility of returning the Goods in an unchanged state was not caused by your actions or your omission, d) if you sold, consumed or changed the Goods during normal use before the defect was discovered; however, if this happened only partially, the part of the Goods that can be returned is your responsibility, and in such a case, the part of the Prices corresponding to your benefit from the use of part of the Goods will not be returned to you.

7. Within 3 days of receiving the complaint, we will confirm to your e-mail address that we have received the complaint, when we received it and the expected duration of handling the complaint. We will handle the complaint without undue delay, but no later than within 30 days of receiving it. The deadline can be extended by our mutual agreement. If the deadline expires in vain, you can withdraw from the Agreement.

8. We will inform you about the processing of the complaint by e-mail. If the complaint is justified, you are entitled to compensation for the costs incurred. You are required to prove these costs, e.g. with receipts or receipts for the price of transport. In the event that the defect has been rectified by the delivery of new Goods, it is your duty to return the original Goods to Us, but the costs of this return shall be covered by Us.

9. If you are an entrepreneur, it is your duty to report and complain about the defect without undue delay after you have been able to discover it, but no later than three days after receiving the Goods.

10. If you are a consumer, you have the right to assert rights from defective performance in the case of a defect that occurs in the Consumer Goods within a period of 24 months from receipt of the Goods.

11. The provisions regarding the right to defects do not apply in the case of:

- a) Goods that are sold at a lower price, due to a defect for which the lower price was agreed upon;
- b) wear and tear of the Goods caused by their usual use;
- c) used Goods for a defect commensurate with the level of use or wear and tear the Goods had when you took them over;
- d) when it follows from the nature of the Goods.

## **VIII. AVAILABILITY OF DIGITAL CONTENT OF GOODS/PRODUCTS**

1. Method of making digital content available:

- a) The digital content of the e-templates will be made available to you after full payment of the Order Price by sending a PDF with instructions and clicking on a copy of the template editable in the Canva application, accessible after registration at [www.canva.com](http://www.canva.com), either in the FREE or PRO version.
- b) The digital content of the e-book or e-book and similar products will be made available to you in docx, pdf or similar commonly available format after full payment of the Order Price by sending it to your electronic address specified in the Order as an e-mail attachment or as a link, on which digital content can be downloaded or opened.
- c) The digital content of the online course will be made available to you after full payment of the Order Price by sending access data (username and password) to your user account in the member section on the Website to your electronic address specified in the Order.
- d) The digital content of the webinar or the digital content of the online course will be made available to you for free after full payment of the Order Price by sending a link to your electronic address specified in the Order, where the digital content can be downloaded or opened.
- e) If a different way of making digital content available is indicated on the E-shop for a specific Corps/Product (e.g. by sending a link to a closed Facebook group where the digital content will be shared), the digital content will be made available to you in this other way.

2. Time of making digital content available:

- a) On the E-shop, a specific day when the digital content will be made available may be indicated for the Goods/Products. In such a case, the digital content of the Goods/Product will be made available to you on the day announced in advance.
- b) If this is not the case mentioned in the previous paragraph, the time of making the digital content available depends on the chosen payment method. In the event that you pay the Price of the Goods/Product by bank transfer to our bank account, the digital content will be made available to you within 3 working days after the Price has been credited to our bank account. In case of GR code payment, the digital content will be made available within 24 hours after the payment is made. In the case of payment by card online or in the case of using the so-called "instant payment", the content will be made available to you without delay, according to the confirmation of the payment gateway provider.
- c) On the E-shop, it may be stated with the Goods/Products that its digital content will be made available to you gradually, in parts. In such a case, the first part (module) of the digital content of the Product will be made available to you at the time specified in the previous paragraphs, and the other parts (modules) will be made available to you gradually according to the previously announced schedule.

3. Length of access to digital content:

- a) In the E-shop, the Goods/Products may indicate how long you will have access to the digital content. In such a case, the digital content of the Product will be accessible to you for the period announced in advance.
- b) If this is not the case mentioned in the previous paragraph, you have access to the digital content forever. This does not apply to free webinars or online courses, the digital content of which you can only access on the day and time that is indicated on the E-shop or for a specific Good/Product.

#### 4. Digital Content Update:

- a) The digital content of the Goods/Product will be made available to you in the latest version available at the time of the conclusion of the Agreement, which will not be updated.
- b) If necessary for specific Goods/Products where the nature of the content requires it, however, to provide you with updates that are necessary to ensure that the digital content of the Goods/Products is free of defects for the entire duration of the Contract or (for digital content made available once for an unlimited period of time) to be free of defects for as long as you can reasonably expect it to be. In such a case, we will notify you that an update is available, how you can perform it, and that if it is not performed, you have no rights from a defect that arises only as a result of the non-performed update. This does not apply if you acknowledge and expressly agree in the Order that we will not provide you with updates to the digital content after it is made available.

5. Functionality of digital content, technical and software equipment  
a) For digital content to be fully functional, you must have 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 network internet with sufficient connection speed and a functional e-mail box maintained in a state capable of receiving messages (digital environment).
- b) Editable e-templates require access to the Canva application, which is available at [www.canva.com](http://www.canva.com), either in the FREE or PRO version. The application is available for both web browsers and mobile platforms Android and iOS.
- c) You as a User are responsible for connecting the digital content of the Goods/Products with your digital environment.

### **IX. COPYRIGHT AND CONFIDENTIALITY**

1. The digital content of the Goods/Product is a work of authorship, the author of which is DARHA s.r.o., as the Seller. We make digital content available to you as a User for your personal use. It is not possible to distribute it (or any part of it), whether in its original or modified form, without our prior express written consent or allow its use by other persons.
2. Digital content in the form of e-templates editable in the Canva application is allowed to be modified for your needs, to change the content, texts, fonts, color scheme, photos or other elements from the template, if this does not conflict with the rules of the Canva application. However, it is not allowed, without prior consent, to resell or share these e-templates for the purpose of personal enrichment or other profit, even if they are partially or fully modified.
3. In the event that the Goods/Products are subject to copyright or other license rights of third parties, the owner of such rights is indicated with each Goods/Product, and the rights under copyright law apply to them and such infringement is punishable under them, also under criminal legislation.
4. In the event of copyright infringement or confidentiality obligation, we are entitled to make the digital content of the Goods/Product unavailable to you and to demand compensation for damages incurred as a result of such infringement. Copyright infringement is also punishable under the Copyright Act and criminal law regulations.
5. You are also obliged to maintain confidentiality regarding the information necessary to access your user account in the member section of the E-shop.

### **X. WITHDRAWAL FROM CONTRACT**

1. Withdrawal from the Agreement, i.e. the termination of the contractual relationship between Us and You from its inception, may occur for the reasons and methods specified in this article, or in other provisions of the Terms and Conditions, in which the possibility of withdrawal is explicitly stated.
2. If you are a consumer, i.e. a person purchasing Goods outside the scope of your business activity, you have the right to withdraw from the Contract without giving a reason within 14 days from the date of delivery of the Goods, in accordance with §1829 of the Civil Code. In the event that we have concluded a Contract, the subject of which is several types of Goods or the delivery of several parts of the Goods, this period begins to run only on the day of delivery of the last part of the Goods, and in the event that we have concluded a Contract on the basis of which we will deliver the Goods to you regularly and repeatedly, starts running on the day of delivery of the first delivery. You may withdraw from the Agreement by any demonstrable means (in particular by sending an e-mail or a letter to Our addresses listed in Our identification data). For withdrawal, you can also use the sample form provided by Us, which forms Appendix No. 2 of the Terms and Conditions.

3. Even as a consumer, however, you cannot withdraw from the Contract in cases where the subject of the Contract is:

- a) Goods, the Price of which depends on fluctuations in the financial market independently of Our will and may occur during the withdrawal period from the Contract;
- b) the delivery of alcoholic beverages, which can only be delivered after thirty days and their price depends on fluctuations in the financial market independent of Our will;
- c) Goods that have been modified according to your wishes or for you;
- d) Goods that are subject to rapid deterioration and Goods that have been irreversibly mixed with another after delivery;
- e) Goods in closed packaging that have been removed from the packaging and cannot be returned for hygienic reasons;
- f) supply of sound or video recording or computer program if the original packaging has been damaged;
- g) delivery of newspapers, periodicals or magazines;
- h) delivery of digital content, if it was not delivered on a physical medium and was delivered with your prior express consent before the expiration of the withdrawal period from the Contract and We have informed you that you do not have the right to withdraw from the Contract.

4. The withdrawal period according to Article VIII.2 The condition is considered to have been observed if you send Us a notification that you are withdrawing from the Agreement during the period.

5. In case of withdrawal from the Contract, the Price will be returned to you within 14 days from the effective date of the withdrawal to the account from which it was credited, or to the account selected for withdrawal from the Contract. However, the amount will not be refunded until you return the Goods to Us or until you prove that they have been sent back to Us. Please return the goods to us clean, if possible including the original packaging.

6. In the event of withdrawal from the Contract according to Article VIII.2 of the Conditions, you are obliged to send the Goods to Us within 14 days of the withdrawal and bear the costs associated with returning the goods to Us. On the other hand, you are entitled to a refund of the price for transport, but only in the amount corresponding to the cheapest method of delivery of the Goods offered by us for the delivery of the Goods. In the event of withdrawal due to the fact that We violate the concluded Agreement, we also cover the costs associated with returning the goods to Us, but again only up to the amount of the price for transport in the amount corresponding to the cheapest offered method of delivery of the Goods that we offered at the time of delivery of the Goods.

7. You are liable to Us for damages in cases where the Goods are damaged as a result of your handling them differently than it is necessary to handle them with regard to their nature and properties. In such a case, we will invoice you for the damage caused after the Goods have been returned to Us and the invoiced amount is due within 14 days. In the event that we have not yet returned the Prize to you, we are entitled to offset the cost claim against your claim for the return of the Prize.

8. We are entitled to withdraw from the Contract at any time before we deliver the Goods to you, if there are objective reasons why it is not possible to deliver the Goods (especially reasons on the part of third parties or reasons based on the nature of the Goods), even before the expiry of the period specified in Article VI.9. Condition. We may also withdraw from the Agreement if it is apparent that you have intentionally provided incorrect information in the Order. In the event that you purchase goods as part of your business activity, i.e. as an entrepreneur, we are entitled to withdraw from the Contract at any time, even without giving a reason.

## **XI. CONSUMER DISPUTE RESOLUTION**

1. In relation to the buyer, we are not bound by any codes of conduct within the meaning of § 1826 paragraph 1 letter e) Civil Code.

2. We handle consumer complaints via the electronic address [darha.agency@gmail.com](mailto:darha.agency@gmail.com) or [info@darha-agency.cz](mailto:info@darha-agency.cz). We will send information about handling the complaint to the buyer's email address.

3. The out-of-court settlement of consumer disputes arising from the Agreement is the responsibility of the Czech Trade Inspection, with registered office at Štěpánská 567/15, 120 00 Prague 2, ID number: 000 20 869, internet address: <http://www.coi.cz>. The online dispute resolution platform located at the internet address <http://ec.europa.eu/consumers/odr> can be used to resolve disputes between the seller and the buyer, who is a consumer, from a purchase contract concluded by electronic means.

4. The European Consumer Center Czech Republic, with registered office at Štěpánská 567/15, 120 00 Prague 2, internet address: <http://www.evropskyspotrebitel.cz> is the contact point according to Regulation (EU) No. 524/2013 of the European Parliament and of the Council of on 21 May 2013, on online consumer dispute resolution and amending Regulation (EC) No. 2006/2004 and Directive 2009/22/EC (Regulation on online consumer dispute resolution).

## **XII. PROTECTION OF PERSONAL DATA**

1. Your information obligation towards the buyer in the sense of Article 13 Regulation of the European Parliament and Council 2016/679 on the protection of natural persons in connection with the processing of personal data and on the free movement of such data and on the repeal of Directive 95/46/EC (General Regulation on the Protection of Personal Data ) (hereinafter referred to as the "GDPR regulation") related to the processing of the buyer's personal data for the purpose of fulfilling the purchase contract, for the purpose of negotiating the purchase contract and for the purpose of fulfilling the seller's public obligations is fulfilled by the seller by means of a special document.

## **XIII. SENDING COMMERCIAL MESSAGES AND STORING COOKIES**

1. The buyer agrees in accordance with the provisions of § 7 paragraph 2 of Act No. 480/2004 Coll., on certain information society services and on the amendment of certain laws (Act on certain information society services), as amended, to the sending of business communications by the seller to e-mail address or phone number of the buyer. The seller fulfills its information obligation towards the buyer in accordance with Article 13 of the GDPR regulation related to the processing of the buyer's personal data for the purpose of sending business communications through a special document.
2. The seller fulfills its legal obligations related to the potential storage of cookies on the buyer's device by means of a special document.

## **XIV. DELIVERY**

1. The buyer may be delivered exclusively to the buyer's electronic address.

## **XV. CONTACT INFORMATION**

1. Contact details of the seller: registered office address Radechovská 1452, 294 21 Bělá pod Bezdězem, Czech Republic.
2. Email address info@darha-agency.cz or darha.agency@gmail.com.
3. Contact phone +420 608 322 221.
4. The seller does not provide any other means of online communication.

## **XVI. FINAL PROVISIONS**

1. If Our and Your legal relationship contains an international element (ie, for example, we will send goods outside the territory of the Czech Republic), the relationship will always be governed by the law of the Czech Republic. However, if you are a consumer, this agreement does not affect your rights arising from legal regulations.
2. We will deliver all written correspondence with you by electronic mail. Our email address is listed under Our Identification Data. We will deliver correspondence to your e-mail address specified in the Agreement, in the User Account or through which you contacted us.
3. The contract can only be changed based on our written agreement. However, we are entitled to change and supplement these Terms and Conditions, but this change will not affect already concluded Contracts, but only Contracts that will be concluded after the effective date of this change. However, we will inform you about the change only if you have created a User Account (so that you have this information in case you order new Goods, but the change does not constitute a right of termination, as we do not have a concluded Contract that could be terminated), or you on based on the Contract, we are to deliver the Goods regularly and repeatedly. We will send you information about the change to your e-mail address at least 14 days before the change takes effect. If we do not receive from you within 14 days of sending information about the change the termination of the concluded Contract for regular and repeated deliveries of Goods, the new conditions become part of our Contract and will apply to the next delivery of Goods following the effective date of the change. The notice period if you give notice is 2 months.
4. In the event of force majeure or events that cannot be foreseen (natural disaster, pandemic, operational failures, subcontractor outages, etc.), we are not responsible for damage caused as a result of or in connection with cases of force majeure, and if the state of force majeure lasts for a longer period of time than 10 days, We and You have the right to withdraw from the Agreement.
5. The Annex to the Terms and Conditions contains a sample complaint form and a sample form for withdrawing from the Contract.
6. The contract, including the Conditions, is archived in electronic form with Us, but is not accessible to you. However, you will always receive these Terms and the Order confirmation with a summary of the Order by e-mail and will therefore always have access to the Agreement even without Our cooperation. We recommend always saving the Order confirmation and Terms.

## **XVII. EFFECTIVENESS OF THE TERMS AND CONDITIONS**

1. These Terms and Conditions become effective on February 1, 2024.



## APPENDIX No. 1 COMPLAINT FORM

Addressee:

DARHA s.r.o., Radechovská 1452, 294 21 Bělá pod Bezdězem

### Making a complaint

Date of conclusion of the Agreement:

Name and surname:

Address:

E-mail adress:

Goods being complained about:

Description of product defects:

Suggested method for processing a claim, or providing a bank account number to provide a discount:

At the same time, I request the issuance of a confirmation of the application of the complaint, indicating when I exercised this right, what the content of the complaint is, together with my claim, including the date and method of settlement of the complaint.

Datum:

Signature:

## APPENDIX No. 1 FORM FOR WITHDRAWAL FROM THE CONTRACT

Addressee:

DARHA s.r.o., Radechovská 1452, 294 21 Bělá pod Bezdězem

**I hereby declare that I withdraw from the Agreement:**

Date of conclusion of the Agreement:

Name and surname:

Address:

E-mail address:

Specifications of the Goods covered by the Contract:

The method for returning the received funds, or specifying the bank account number:

If the buyer is a consumer, he has the right in the event that he ordered the goods through the e-shop of DARHA s.r.o., Radechovská 1452, 294 21 Bělá pod Bezdězem ("Company") or other means of remote communication, except for the cases specified in § 1837 of the Act No. 89/2012 Coll., Civil Code, as amended, withdraw from an already concluded purchase contract within 14 days from the day of taking over the goods, without giving a reason and without any penalty. The buyer shall notify the Company of this withdrawal in writing to the address of the Company's premises or electronically to the e-mail indicated on the sample form. If the buyer, who is a consumer, withdraws from the purchase contract, he shall send or hand over to the Company, without undue delay, no later than 14 days from the withdrawal from the purchase contract, the goods he received from the Company.

If the buyer, who is a consumer, withdraws from the purchase contract, the Company will return to him without undue delay, no later than 14 days from the withdrawal from the purchase contract, all funds (the purchase price of the delivered goods), including the delivery costs, which he received from him on the basis of the purchase contracts, in the same way. If the buyer has chosen a different method of delivery of the goods than the cheapest method offered by the Company, the Company will reimburse the buyer for the cost of delivery of the goods only in the amount corresponding to the cheapest method of delivery of the goods offered. The Company is not obliged to return the received funds to the buyer before the buyer of the goods hands them over or proves that he has sent the goods to the Company.

Datum:

Signature: