

GENERAL BUSINESS TERMS AND CONDITIONS - CRISTINA VIOLETA MUNTEAN, OSVČ

Supplier: **Cristina Violeta Muntean, OSVČ**, Business ID: 75216906, registered office: Bítovská 1225/38, Michle, 140 00 Prague 4, Czech Republic, (hereinafter referred to as the “**Supplier**”). The Supplier’s contact details are: email: cm@cristinamuntean.com and mobile: 00420 776 574 925.

1. INTRODUCTORY PROVISIONS

- 1.1. These general business terms and conditions (hereinafter referred to as the “**Business Terms and Conditions**” or “**BTC**”) shall regulate the rights and obligations of the parties regarding the offer, order, purchase and provision of the further defined services offered by the Supplier.
- 1.2. The services shall be offered by the Supplier on the following websites: www.cristinamuntean.com and www.cristinamuntean.cz (hereinafter referred to as the “**Websites**”).
- 1.3. The Supplier shall be the service provider. The Client shall be a natural person who is interested in and has ordered the service. The Client may be a Client-consumer or an entrepreneur. The Client-consumer shall be a person that does not act within the scope of his professional or business activity. The participant shall mean the person personally using the service and can be a person other than the Client assigned by him.

2. SERVICES

- 2.1. The service shall mean the service offered by the Supplier and ordered by the Client which shall be the subject matter of the relevant Agreement on provision of services concluded between the Supplier and Client via the Websites or otherwise.
- 2.2. The Supplier shall offer and provide the services presented on the Websites (hereinafter referred to as the “**Service**” or “**Services**”), this shall particularly involve Services in the following areas:
 - a) learning, training, and personality development for companies and individuals,

- b) coaching and mentoring,
- c) video courses and other video content,
- d) all and any developmental and educational activity online – webinars, online courses, etc.,
- e) foreign retreats with personal participation,
- f) consulting in strategic corporate communication for companies and individuals,
- g) other services regarding strategic management of content, brand journalism, personal branding, development and people leadership, etc.

2.3. The Supplier shall offer and provide the following types of Services in the following ways:

- a) Client services in the form of online video courses, online audio recordings available on the Websites and presentation instructions in the personal presence of the instructor and participant.
- b) Consulting services, including in the form of online consulting and remote consulting using various teleconferencing platforms.
- c) Coaching and mentoring services in-person or online coaching/mentoring sessions.

2.4. The content and scope of the Service shall be more closely specified in the Agreements concluded between the Supplier and the Client. The Supplier may also offer Services and products in other areas, as well as different types and ways of providing Services, according to its current offer on the Websites or social media (such as LinkedIn), while the Business Terms and Conditions shall also apply to them accordingly.

2.5. The Services shall be provided **in English** unless otherwise expressly agreed between the Supplier and the Client.

3. SERVICE AGREEMENT

3.1. The subject matter of the Agreement (hereinafter referred to as the “**Agreement**”) is the Supplier’s commitment to provide the Client with a Service and enable the Client to use the Service and the Client’s commitment to pay the Supplier a price for providing the Service. The Agreement shall be concluded in English. The Agreement shall be concluded via the Websites. In an exceptional case the Agreement may also be concluded in a different way and the Business Terms and Conditions shall be applied in such a case.

- 3.2. The Client acknowledges that that the precondition for ordering and providing any Service shall be the arranging of an online audio call/phone call with the Supplier via the Websites when the Supplier shall consider whether the Client in question is qualified for the Service in question, or whether the requested Service is appropriate for the Client. Any provision of Services by the Supplier shall be at its discretion and during the call the Supplier may decide not to provide the Service to the Client. If the Supplier makes a favourable assessment during the call, the Client may take the next steps in purchasing the Service (making and completing the order of the Service and paying for this Service).
- 3.3. In the offer of the Websites the Supplier invites Clients to make offers for the purpose of concluding the Agreement. The Client shall express his/her will to conclude the Agreement by filling in and sending the order via the Websites. The process and individual steps leading to the conclusion of the Agreement are made clear in the order process on the Websites. The Client can check and correct the order before actually sending it.
- 3.4. The Supplier shall express its will to conclude the Agreement by confirming the Client's order using the Client's email address which the Client shall provide in the order. The Agreement shall be concluded and come into force upon delivery of the Supplier's confirmation of the Client's order to the Client. As of this moment mutual rights and obligations shall be established between the Supplier and Client as defined in the Agreement and the Business Terms and Conditions which shall constitute an integral part of the Agreement.
- 3.5. The order shall include the Client's consent to the Business Terms and Conditions which are available on the Websites so the Client can examine and save them. By sending the order to the Supplier the Client confirms having familiarised him/herself and agree with the Business Terms and Conditions. When concluding the Agreement the Client shall receive an email confirming the order with an attachment containing the current version of the Business Terms and Conditions in pdf format.
- 3.6. Costs for the use of remote means of communication (phone, internet, etc.) for the purpose of the order shall be of the usual amount depending on the tariff of the provider of these Services which the Client uses, and the Client shall bear these costs.

- 3.7. The Client's right to use the Service shall be established with the conclusion of the Agreement and payment of the price of the Service.

4. PRICE OF SERVICES AND PAYMENT TERMS

- 4.1. The Service price shall be presented on the Websites. The price shall be final and include all charges which the Client shall be obliged to pay. The prices presented on the Websites do not include VAT. The Client shall not pay any other costs for delivery of the Service. The offer of the Service and price shall apply for the period that the Service in question and price are presented on the Websites.
- 4.2. The Client shall receive a tax document – invoice within seven days at the latest after the conclusion of the Agreement. The Service price must be paid within the due date stated in the tax document. The payment is considered made at the moment the amount is credited on the account of the Supplier. Until the payment of the price of the face-to-face learning, the Client - customer shall be considered as “applicant” and therefore his/her spot within the learning program is not guaranteed and might not subsequently be provided with the Service for capacity and organisational reasons.
- 4.3. Payment of the Service price shall be made by wire transfer to the bank account stated in the tax document or by payment on-line by a payment card – via a secure Stripe or similar payment system. The price of the face-to-face learning may in an exceptional case be paid in cash on site before the start of learning.

5. TERMINATION OF THE AGREEMENT, CANCELLATION TERMS

- 5.1. The Agreement can be terminated by mutual agreement of both parties at any date. The Agreement shall also be terminated once it is fulfilled.
- 5.2. The Client – consumer shall have the right to withdraw from the Agreement without giving a reason within the period of 14 days as of the conclusion date of the Agreement, if the Agreement was concluded using remote means of communication or outside business premises. If the Client - consumer decides to use this right, he/she must send the notice of withdrawal from the Agreement to the Supplier so that the notice is received by the Supplier by the 14th day as of the day following the conclusion of the Agreement at the latest. The withdrawal notice shall be sent by post or by e-

mail to the Supplier's address/e-mail stated in the heading of the Business Terms and Conditions. A template withdrawal notice attached to the Business Terms and Conditions can be used by the Client - consumer. The Supplier shall send the confirmation of receipt to the Client - consumer without undue delay.

- 5.3. The Client – consumer may not withdraw from the Agreement if the Service was fulfilled with his/her prior explicit consent before the expiry of the deadline for withdrawal from the Agreement and the Supplier shall notify the Client - consumer before the conclusion of the Agreement that in such a case he does not have the right to withdraw from the Agreement – the Supplier shall use this notification to so do in such cases.
- 5.4. If the Service shall not be provided for reasons on the part of the Supplier, the Client shall be entitled to a refund of 100% of the Service price. If the Client - customer or other participants shall not be able to use the Service, the Client - customer undertakes to inform the Supplier of this fact immediately. If the Client or participant is unable to use the Service for reasons on his/her part, he/she shall not be entitled to a refund of its price nor an exchange for a different service.
- 5.5. The rule for face-to-face learning shall be that if the Client withdraws from the **Agreement less than 60 days before Service provision**, the Agreement shall be terminated and the Client shall not be entitled to a refund of the price corresponding to the Services not yet used. The parties hereby agree that this non-refunded part of the Service price shall be set off as the cancellation fee and costs related to the termination of the Agreement.
- 5.6. The Supplier reserves the right to cancel the Service – face-to-face learning in the following cases:
- a) no later than 3 days prior to the course, the course is not filled with the minimum number of participants, i.e. a minimum of 8 persons,
 - b) another serious, difficult to overcome obstacle (such as sickness of the Client or an accident at the place of the course, if alternative premises are not found) prevent the provision of the Service.
- 5.7. In case that the Service is cancelled according to art. 5.6. of the BTCs , the Supplier undertakes to notify the Client of this fact without undue delay. Likewise, the Supplier shall be entitled to offer the Client the use of a Service at an alternative date or a refund of the Service price paid, whereas it is up

to the Client to choose who undertakes to make the choice immediately. Such changes to the Agreement shall not be a reason for making a complaint.

- 5.8. If there is an entitlement to a refund of the Service Price or a part thereof, the Supplier shall refund the Client within 14 days as of the date of the establishment of the claim by transfer to the Client's bank account, the number of which the Client shall state or in another agreed way.

6. COMPLAINTS PROCEDURE

- 6.1. In case that the Services are not provided according to the Agreement and these Business Terms and Conditions, the Client shall be entitled to complain about the defects of the Service to the Supplier's address stated in the heading of these Business Terms and Conditions (or the email address in these Business Terms and Conditions). If the Supplier acknowledges the Client's complaint as justified, it shall rectify the situation at its own costs, particularly by providing a discount from the Service Price or a refund of the Service price or enabling free participation in the use of a different Service.
- 6.2. The complaint shall be settled without undue delay, but no later than within 30 days as of the date of making the complaint, unless the Supplier agrees otherwise in writing with the Client. The Supplier shall issue the Client with written confirmation of when he made the complaint, its content and the way he wants it settled. The Supplier shall also issue the Client with confirmation of the date and way that the complaint is settled, including confirmation of the rectification. If the complaint is rejected, the Supplier shall issue the Client with a written reason for this rejection.
- 6.3. The Client has the right to reimbursement of the necessary costs in connection with the enforcement of the rights arising from the complaint. In case of a clearly unjustified complaint, the Client shall not be entitled to the reimbursement of his/her costs connected with the settlement of the complaint and simultaneously the Supplier shall not be entitled to the reimbursement of the costs it incurs.

7. FURTHER RIGHTS AND OBLIGATION OF THE PARTIES

- 7.1. The Client or his/her assigned participant shall be entitled to use the Service. The Client undertakes to secure the prior consent to these Business Terms and Conditions also from the participants using

of the Service based on their concluded Agreement and in accordance with these Business Terms and Conditions.

- 7.2. The Client shall take part voluntarily in the use of the Service and at his own liability and acknowledges that the offered Services come in the form of personal or corporate development, and any later claims to compensation for material and non-material damages caused by using the Services shall be excluded. All information shall be intended exclusively for study purposes and, with the exception of cases of individual consulting, shall serve as general recommendations without the knowledge of the specific situation of the individual Client. The Supplier shall not be liable for the way in which Clients apply its advice, including advice as part of individual consulting, in practice, and therefore shall not assume liability even for the specific decision of the Client and its possible consequences.
- 7.3. The Client must have a valid internet browser and high-speed internet connection (broadband) (or also installed teleconferencing software for online and remote consulting) to use the Services provided in the form of teleconferencing, online video courses and online audio recordings.
- 7.4. After paying the Service price for online video courses and online audio recordings, the Supplier shall send access details to the Client allowing the Client access to the provided Service. The Client shall gain access to online video courses and online audio recordings for the time that they are available on the Websites. The access details shall be specific to one computer IP address. Access and playback of online video courses and online audio recordings shall not be anonymous as the Supplier shall record the IP address of each access. Online video courses and online audio recordings shall not be available on DVD and shall not be possible to download into a computer to watch later without being connected to the internet. The Client undertakes not to download online video courses or audio recordings to his hard disk or other offline or online media devices intended for storing digital data. Likewise, the Client also undertakes not to make any audio-video recordings of the online video course or its part(s). All these and other activities of a similar nature are considered as violation of the Business Terms and Conditions, and the Supplier shall be entitled to refuse the Client access.
- 7.5. The stated online video courses and online audio recordings, including materials for face-to-face learning, are subject to copyright protection and may not be reproduced, disseminated, rented,

leased, exhibited or lent to third parties and the content may not be disclosed to the public in any form.

- 7.6. After paying the price of the Services provided online, the Supplier shall individually agree with the Client on the date of providing the Service.
- 7.7. After paying for the price of the Services involving face-to-face learning, the Supplier shall send the Client well in advance all information for participating in the learning before the learning starts.

8. PERSONAL DATA PROTECTION

By placing the order in accordance with these Business Terms and Conditions, the Client gives his/her express consent with the GDPR Policy published on the Supplier's website.

9. FINAL PROVISIONS

- 9.1. These Business Terms and Conditions shall come into force and effect as of 1 August 2024. These Business Terms and Conditions shall be made available at the Supplier's registered office or as a document on the Websites.
- 9.2. All contractual relationships concluded in accordance with the law of the Czech Republic and all commitments from the purchase of the Service, its provision and in connection therewith shall be governed by the law of the Czech Republic. The contractual relationships not regulated by the Business Terms and Conditions shall be governed by Czech law, in particular the Civil Code (Act No. 89/2012 Coll., as amended), and if the Client shall be the consumer, then also by the Czech Act on Consumer Protection (Act No. 634/1992 Coll., as amended).
- 9.3. The resolution of disputes is agreed to be entrusted with the competent Czech courts. , If the Client is an entrepreneur, the competent court shall be the court according to the Supplier's registered office.

- 9.4. According to the Act on Consumer Protection, the Client - consumer shall have the right to an out-of-court resolution of a consumer dispute arising from the Agreement. The entity of substantive jurisdiction for out-of-court resolution of consumer disputes in the Czech Republic is the Czech Trade Inspection Authority (www.coi.cz).

Annex: Agreement Withdrawal Form:

Agreement Withdrawal Notice

Addressee: **Cristina Violeta Muntean, OSVČ**, individual licence ID: 75216906, registered office: Bítovská 1225/38, Michle, 140 00 Prague4, Czech Republic, File Reference C 169185 kept at the Municipal Court in Prague, email: cm@cristinamuntean.com.

I hereby give notice that I am withdrawing from the Service Agreement: (service data to be completed by the Client-consumer)

Service order date: (service data to be completed by the Client-consumer)

Service receipt date: (service data to be completed by the Client-consumer)

Name and surname of the Client-consumer: (service data to be completed by the Client-consumer)

Address of the Client-consumer: (service data to be completed by the Client-consumer)

Date and signature of the Client-consumer: