

TERMS AND CONDITIONS

of benefit organization European Institute of Applied Science and Management, o.p.s., with a registered office at Pod vodárenskou věží 1143/4, Libeň, 182 00 Praha 8, identification number: 24190101, email: info@eiasm.cz, registered in the Register of Benefit Corporations kept at the Municipal Court in Prague, section O insert 865, for the sale of goods and services offered. Hereinafter, the “Seller”.

INTRODUCTORY PROVISIONS

1.1. These Business Terms and Conditions (hereinafter referred to as the “Business Terms”) of the Seller govern the compliance with Section 1751 (1) of Act No. 89/2012 Coll., the Civil Code (hereinafter referred to as the “Civil Law”), the mutual rights and obligations of the context or on the basis of a Purchase Contract (hereinafter referred to as a “Purchase Agreement”) concluded between the Seller and another natural person (the “Buyer”) through the online store of the seller. Internet business is the seller is operated on a web site located on the web site www.eiasm.cz or pay.iseic.cz (hereinafter referred to as the “website”) through the web interface (hereinafter referred to as the “web interface of the shop”). More information on Services and Goods is part of the Policy and procedures for student admission and finances, and Student handbook documents available online or upon request.

1.2. Business conditions do not apply to cases where a person intending to buy the goods from a seller is a legal person or person who acts when ordering goods in the course of his business or in within the framework of their independent profession.

1.3. Provisions derogating from the terms and conditions may be negotiated in the sales contract. Distinctive arrangements in the sales contract take precedence over the provisions of the terms and conditions.

1.4. Business terms and conditions are an integral part of the sales contract. Purchase Agreement and business terms and conditions are in English. Purchase agreement can be concluded in the English language.

1.5. The seller may change or add the wording of the business terms. This provision is without prejudice to the rights and obligations arising during the period of validity of the previous version of the terms and conditions.

1.6 The Buyer acknowledges and is aware that the Seller offers only professional degree courses that the Czech higher educational system does not recognize as academic degrees.

1.7 Period of study is flexible. It can be up to one year, while the applicant may apply for an extension of that period.

CONCLUSION OF THE PURCHASE CONTRACT

2.1. All presentations of goods and services (hereinafter referred to as "services" or "goods") location and the web interface business informative character and the seller is not obliged to conclude a sales contract for this service. Section 1732 (2) of the Civil Code does not apply.

2.2. The company's web interface includes information about services, including the prices of the services. Product prices are listed as final prices. As long as the company is not a VAT payer, the prices are exclusive of VAT and thus, buyers are not asked to pay it. Service prices remain at validity after times when they are displayed in the web interface of the store. This provision does not limit the seller's ability to conclude a purchase contract for individually negotiated conditions. See point 3.8.

2.3. The store's web interface also includes information about costs associated with the delivery of services.

2.4. To order the goods, the buyer will fill out the registration form in the store's web interface and more detailed information on the prices of the goods in EIASM pricelist. The registration form shall, in particular, contain information on:

2.4.1. Online services (ordered services purchased by the buyer from offers in the registration form), hereinafter referred to as "order",

2.4.2. the method of payment of the purchase price of the service, details of the required delivery method of the ordered service and

2.4.3. I agree with the seller's registration conditions, which puts certain demands on the customer (e.g. quality of the article(s), other conditions arising from the

registration form, consent with making a payment when the author or payer acknowledges his / her own ability to deliver an article in required quality),

2.4.4. I agree with business terms and privacy policy.

2.5. Before sending the order to the seller, the buyer is allowed to review and modify the data to orders placed by the buyer, and that is with regard to the buyer's ability to detect and fix errors when entering data in the order. The order sends the buyer sending the registration form. The data listed in the order they are deemed correct by the seller. On receipt of the order, the Seller will acknowledge receipt of this receipt to the buyer by e-mail, to the Buyer's e-mail address on the registration form or in the order (hereinafter referred to as the "buyer's electronic address").

2.6. The seller is always entitled, depending on the nature of the order (quantity of services, purchase price, estimated shipping costs), to ask the buyer for additional confirmation of the order (for example, in writing or by telephone).

2.7. The contractual relationship between the seller and the buyer arises from the delivery of the order acceptance, which is by the seller to the buyer by e-mail, to the e-mail address of the buyer after verification that the seller has fulfilled all the conditions of the buyer. In the case of goods – publication of the article or participation in the conference, it occurs after all conditions of the seller have been fulfilled by the buyer (e.g., article acceptance).

2.8. The services will be provided to the buyer only after the conditions set by the seller and agreed by the buyer through acquainting them during the ordering of the services at www.eiasm.cz or pay.iseic.cz.

2.9. The buyer agrees to use remote means of communication when concluding the purchase contract. Costs incurred by the buyer when using remote means of communication in the context of by the conclusion of the purchase contract (cost of internet connection, cost of telephone calls) is paid by the buyer himself.

PRICE OF GOODS AND PAYMENT TERMS

3.1. The buyer may pay the buyer of the following goods in the following manner: the

price of the goods and any costs associated with the delivery of the goods under the purchase contract;

in cash at the place agreed by both sides using electronic;

by bank wire transfer based on supplied invoice (hereinafter referred to as the " Seller Account");

cashless payment card via online payment interface provided by CSOB (Československá obchodní banka) available at pay.iseic.cz;

3.2. The buyer is obliged to pay to the seller the costs associated with the packaging and delivery of services at the agreed rate. Such a price may be subject to further taxes causing price increases.

3.3. The seller does not ask the buyer for a deposit or other similar payment. This is without prejudice to the provisions of Art. 3.6 Business Terms and Conditions regarding the obligation to pay the purchase price in advance.

3.4. The purchase price is payable before the delivery of the services. The seller reserves the right to specify the date of service delivery later with taking into account the time taken to process the number of articles received for publishing.

3.5. In the case of non – cash payment, the buyer is obliged to pay the purchase price of the goods together with by indicating variable payment symbol (for EUR payments in the message for the recipient). In the case of non-cash payment, the buyer's obligation to pay the purchase price is fulfilled when the relevant amount is credited to the seller's account.

3.6. Seller is entitled, in particular, to in the event that the purchaser fails to do so the additional order confirmation (Article 3.6), require payment of the entire purchase price before the goods are dispatched to the buyer. Paragraph 2119 (1) of the Civil Code does not apply.

3.7. Any discounts on the prices of the goods provided by the seller to the buyer cannot be combined.

3.8. If it's in the usual business relationship or, if so provided for by generally binding legal regulations, shall be issued by the seller in respect of payments made to Buyer's Purchase Agreement is a tax document – an invoice. Tax document – invoice or invoice only (if the seller is not a VAT payer), the seller will issue the buyer after paying the price of the goods and send it to electronic form to the buyer's electronic address. See point 2.2.

WITHDRAWAL FROM THE SALES CONTRACT

4.1. The buyer notes that, according to the provisions of Section 1837 of the Civil Code may not, inter alia, be withdrawn from a purchase contract for the supply of goods which has been adjusted according to the buyer's wish or for him, from the purchase contract for the supply of perishable goods goods which, after delivery, have been irreversibly mixed with other goods, from the purchase contract the supply of goods in sealed packaging which the consumer has removed from the packaging and can not be returned for hygienic reasons; from purchase contracts for the delivery of a sound or image recording or a computer program if it violated their original packaging.

4.2. The buyer can withdraw from the contract anytime, while a refund, full or in part, is subject to whether ordered services have been served or provided. Such a decision lies fully with the Seller. In cases of book delivery the customer can withdraw from the contract within 14 days since receiving the goods. In such a case, the customer needs to return the goods unharmed and full price paid by the customer is refunded. All related activities are solved according to the § 1829 (1) of the Civil Code right from purchase agreement to rescind, within 14 (fourteen) days of receipt of the goods, while in the case of several types of goods or the delivery of several parts of the purchase contract, this period runs from the date of the last delivery of the goods. Resignation from purchase contracts must be sent to the seller within the deadline specified in the previous sentence. To resign from the contract, buyer may use the model form provided by the seller, which forms an annex to the business terms and conditions. Resignation from purchase contracts can be sent by the buyer only to the e-mail address of the seller: info@eiasm.cz.

4.3. In the case of withdrawal from the purchase contract, according to Art. 4.2 of the Business Terms, the Purchase Contract is from initially cancels. Goods must be

returned to the seller by the seller within 14 (fourteen) days of receipt of the withdrawal from the sales contract to the seller. If the buyer withdraws from the purchase contract, the buyer bears the costs associated with the purchase the return of the goods to the seller, even if the goods can not be returned by their customary postal means. Buyer can not withdraw from the contract after the services have been consumed completely. This provision applies, for example, to the completed course of study or purchase of printed publications of any kind (e.g. a conference proceedings book).

4.4. In the case of withdrawal from the purchase contract under Article 4.2 of the Business Terms, the Seller shall refund the funds received from the Buyer within 14 (fourteen) days of the withdrawal from purchase contracts by the buyer, and it in the same manner as the seller has accepted from the buyer. The seller is also entitled to return the purchases provided by the buyer upon return of the goods to the buyer or otherwise, the buyer will agree and will not incur additional costs to the buyer. If the buyer withdraws from the purchase contract, the seller is not obliged to return the received funds to the buyer before the buyer returns the goods or shows that the goods have been dispatched to the seller.

4.5. Entitlement for the seller is entitled to unilaterally offset against the purchaser's claim for repayment of the purchase price.

4.6. Where the buyer is in accordance with § 1829 (1) of the Civil Code right from the seller may also withdraw from the sales contract at any time until the buyer has received the goods. In such a case, the seller shall return the purchase price without undue delay to the purchaser, without charge, to the account specified by the buyer.

4.7. If a gift is provided to the buyer together with the goods, the gift agreement is between the seller and the seller and buyer closed with the binding condition when it comes to withdrawal from the purchase contract by the purchaser, the Gift Agreement shall cease to exist in respect of such a Gift of Efficacy, and the Buyer shall return the gift provided with the Goods to the Seller.

TRANSPORTATION AND DELIVERY OF GOODS

5.1. If mode of transport has been agreed on the basis of a specific buyer's request,

the buyer bears the risk and any additional costs associated with this mode of transport.

5.2. If the seller is obliged under the purchase contract to deliver the goods to a place designated by the buyer in order, the buyer is obliged to take delivery of the goods.

5.3. If it is from of reasons for the purchaser to deliver the goods repeatedly or in any way other than that specified in the order, the buyer is required to pay the costs associated with the purchase repeated delivery of goods, respectively. costs associated with another delivery method.

5.4. Upon receipt of the goods from the carrier, the buyer is required to check the integrity of the packaging of the goods and in the event of any defect, notify the carrier without delay. In the case of a finding of a violation of the package indicating an unauthorized entry into the consignment, the buyer does not need to take over the consignment from the carrier.

5.5. Other parties' rights and obligations in the carriage of goods may alter the seller's special delivery terms when the seller is issued.

RIGHTS FROM DEFECTIVE FILLING

6.1. Rights and Obligations of the Parties to the Rights of the defective performance is governed by applicable generally binding regulations (in particular clauses i § 1914 to 1925, § 2099 to 2117 and § 2161 to 2174 of the Civil Code).

6.2. The seller is responsible to the buyer for the goods to be free from defects. In particular, the seller replies to the buyer that at the time the buyer took over the goods:

6.2.1. the goods have characteristics that the parties have negotiated and, in the absence of an arrangement, possess such characteristics as the seller or the manufacturer has described or which the buyer expects with regard to the nature of the goods and the advertising they make,

6.2.2. the goods are fit for the purpose for which they are used by the seller or to which goods of this type are normally used,

6.2.3. the goods correspond to the quality or performance of the agreed sample or original if the quality or design has been determined based on the agreed sample or original,

6.2.4. the goods are in the appropriate quantity, degree or weight and

6.2.5. goods comply with legal requirements.

6.3. The provisions referred to in Art. 7.2 business conditions will not apply to goods sold at a lower price to the defect for which the lower price was negotiated to wear and tear caused by normal use is it for it used goods for defects caused by use or wear, he had the goods on receipt by the buyer, or if it appears that the nature of the goods.

6.4. If there is a defect within six months of the takeover, the goods are deemed to have been defective already at a takeover. The buyer is entitled to exercise the right of the defect which occurs with consumer products in twenty-four months after the take-over.

6.5. Rights from defective performance is applied by the buyer to the seller at the address of his establishment, where acceptance of the complaint is possible with regard to the range of goods sold, eventually even at the registered office or place of business.

6.6. Other rights and obligations of the parties related to the Seller's liability for defects may be modified by the vendor's Complaints Procedure.

OTHER RIGHTS AND OBLIGATIONS OF THE PARTIES

7.1. Buyer acquires ownership of the goods by settling the entire purchase price of the goods .

7.2. The seller is not bound by any codes of conduct in relation to the buyer within the meaning of Section 1826 (1) e) the Civil Code.

7.3. Consumer complaints are handled by the seller through the info@eiasm.cz e-mail address . Buyer information will be sent to the buyer's electronic address.

7.4. The out-of-court settlement of consumer disputes under the purchase contract is the responsibility of the Czech Trade Inspection, with its registered office at Štěpánská 567/15, 120 00 Praha 2, 000 20 869, Internet address: <https://adr.coi.cz/en>.

7.5. European Consumer Center Czech Republic, with registered office at Štěpánská 567/15, 120 00 Praha 2, Internet address: <http://www.evropskyspotrebitel.cz> is a contact point according to Regulation (EU) No. 524/2013 of 21 May 2013 on consumer dispute resolution online and O amending Regulation (EC) No 2006/2004 and Directive 2009/22 / EC (Regulation on Consumer Dispute Resolution online).

7.6. The seller is authorized to sell the goods on the basis of a trade license. The trade license is carried out within the scope of its competence by the relevant Trade Licensing Office. Supervision of the area of personal data protection is carried out by the Office for Personal Data Protection. The Czech Trade Inspection exercises to a limited extent, among other things, the supervision of compliance with Act no. 634/1992 Coll., On Consumer Protection, as amended.

7.7. The buyer hereby takes on the risk of changing circumstances in accordance with Section 1765 (2) of the Civil Code.

DELIVERY

10.1. Notices relating to the relationship between the seller and the buyer, in particular regarding the withdrawal from the sales contract, must be delivered by electronic mail, unless the purchase contract is stipulated otherwise. The notifications are delivered to the respective contact address of the other party and are deemed to have been delivered and effective at the time of their delivery via mail, except for the withdrawal notice made by the buyer when the withdrawal is effective if the notice is sent to the buyer within the withdrawal period .

10.2. A receipt is also deemed to have been delivered, the receipt of which has been rejected by the addressee, which was not picked up during storage or returned as undeliverable.

10.3. The Parties may mutually deliver regular correspondence by e-mail, at the e-mail address specified in buyer's user account or specified buyer in the order, or to the address given on the Seller's website.

FINAL PROVISIONS

11.1. If a relationship based on a sales contract contains an international (foreign) element, then the parties agree that the relationship is governed by Czech law. This does not affect the consumer's rights deriving from generally binding legislation.

11.2. If any provision of the Terms of Business is invalid or ineffective, or if it occurs, instead of invalid clauses, a provision will be introduced to the extent that the purpose of the invalid clause is as close as possible. The invalidity or ineffectiveness of one provision is without prejudice to the validity of the other provisions. Amendments to the Purchase Agreement business conditions require a written form.

11.3. The Purchase Agreement, including the Business Terms and Conditions, is archived by the Seller in electronic form and is not accessible.

11.4. In the attachment of business conditions is a model form for withdrawal from the contract.

Contact details of the seller: Official address:

European Institute of Applied Science and Management, o.p.s.

Pod vodárenskou věží 1143/4, Libeň, CZE 182 00 Praha 8

email: info@eiasm.cz In Prague on September 10, 2020

Model form for withdrawal from the contract – please send it to info@eiasm.cz
(below is a sample and may be edited subject to the provisions above)

My name and surname

My address

My phone and email

European Institute of Applied Science and Management, o.p.s.
Pod vodárenskou věží 1143/4, Libeň, CZE 182 00 Praha 8

At day

Case: Withdrawal from a contract

Hello,

on I concluded through the www.eiasm.cz or pay.iseic.cz payment gateway a sales contract for goods I took over the goods on from a transport company employee The shipment was delivered in undamaged packaging and in perfect condition.

As the goods did not fulfill my expectations, I decided to use my right and, in accordance with the wording of § 1829 (1) of Act No. 89/2012 Coll., The Civil Code, to withdraw from the above purchase agreement.

We send you the goods in a separate shipment. At the same time, I request you to declare the purchase price, including shipping costs in the amount of, CZK in favor of my bank account no. at the latest 14 calendar days after receipt of such withdrawal.

Regards

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(signature)

Attachments:

Copy of purchase receipt

Valid from September 1, 2020