

General terms and conditions and personal data protection of Sonia Siepaková

I. Introductory provisions and explanation of the purpose for the General Terms and Conditions

1. These General Terms and Conditions (hereinafter also referred to as "GTC") apply to the purchase of **e-books, audio, video recordings, online courses**, any other **services** and **products of Sonia Siepakova** (hereinafter also referred to as "digital content") through the web interface sonasiepakova.cz. This is operated by Mgr. Soňa Siepaková, ID No.: 73297313, with registered office at Čeladná 264, CZ-739 12 Čeladná, as a natural person registered in the Trade Register, the registering authority being the Municipality of Ostrava (hereinafter also referred to as the "Seller").

2. The purchase of digital content is based on the Purchase Agreement concluded between the Seller and the Buyer. The process of concluding the Purchase Agreement is described in detail in Article III. GTC. These General Terms and Conditions are a document that is an integral part of the Purchase Agreement and details and explains the rights and obligations of both parties to the Purchase Agreement, i.e. the Buyer and the Seller. Provisions in the Purchase Contract that differ from the provisions of the GTC shall prevail (i.e. the text of the Purchase Contract shall prevail over the text of the GTC). The GTC also address certain other issues related to the purchase of digital content or the use of the sonasiepakova.cz website.

3. The Terms and Conditions contain information that you need to have before you purchase **Digital Content**. Please read the Terms and Conditions carefully and **contact me** if you have any comments or questions about them **before ordering digital content**. Please refer to Article II. GENERAL TERMS AND CONDITIONS. Mutual communication is the best way to eliminate any future confusion between us. By **sending me your order and payment, you signal that you have read the Terms and Conditions and agree to** the course of business and cooperation as I describe here. You are also signaling that you are serious about your order and that you, like me, are prepared to fulfill your obligations under the subsequently concluded Purchase Agreement (i.e. I, as the Seller, primarily deliver the ordered digital content to you, and you, as the Buyer, pay the agreed price for it).

4. These General Terms and Conditions provide you with all the essential information.

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II. Important terms (definitions)

1. **SELLER.** The Seller is: Mgr. Mgr. Soňa Siepaková, with registered office/place of business: Čeladná 264, CZ-739 12 Čeladná. Contact phone number: +420775340775. E-mail address: sonasiepakova@gmail.com
2. **BUYER.** The Buyer is the one who concludes a Purchase Agreement with me, as the Seller, through the sonasiepakova.cz web interface and thereby purchases the **Digital Content**. The Buyer can be an entrepreneur (a natural person often referred to as a self-employed person or a legal entity, e.g. a limited liability company or a joint stock company) or a consumer.
3. **CONSUMER.** According to the Act, a consumer is a natural person who is not acting in the course of his business or in the course of his independent exercise of his profession. If you are a natural person and you enter your ID number in your order, I will consider that you are entering into the Purchase Contract as a business and not as a consumer.
4. **CONSUMER CONTRACT.** It is a Purchase Contract in which a consumer acts as a Buyer. Under current law, a consumer is more protected than a Buyer who is not a consumer. At the same time, the seller has more obligations towards the consumer than towards another Buyer and is obliged to provide the consumer with the information provided for by both the Civil Code and the Consumer Protection Act. If the Buyer is a person other than a consumer, those provisions of the GTC which are solely for the protection of the consumer shall not apply.
5. **A CONTRACT CONCLUDED BY DISTANCE LEARNING.** It is a Purchase Contract if it is concluded through the **MEANS OF REMOTE COMMUNICATION**, i.e. it is concluded without the Seller and the Buyer having to meet in person, because it is concluded through the web interface (on the basis of an order made directly on the website sonasiepakova.cz by filling in the necessary data by the Buyer) or through email communication, telephone or using similar means of communication.

The costs associated with the use of means of distance communication (in particular the cost of internet connection and telephone calls) are borne by you and do not differ from the normal rate charged by your operator or internet connection provider. By placing an order, you expressly agree to the use of distance communication.

6. **APPLICABLE LAW.** These are the applicable laws governing the relationship between the Buyer and the Seller. These include in particular Act No. 89/2012 Coll., the Civil Code (hereinafter also referred to as the "Civil Code") and, in cases where the Buyer is a consumer, Act No. 634/1992 Coll., on Consumer Protection.

III. Order and conclusion of the purchase contract

1. The Buyer orders the **digital content** either **1)** by sending an **e-mail** to **sonasiepakova@gmail.com** and subsequent **bank transfer in EUR or CZK** to Sonia Siepakova's account No. 2100681500/2010 (IBAN: CZ4120100000002100681500, BIC/SWIFT: FIOBCZPPXXX); or **2) by purchasing in the e-shop** on the website **sonasiepakova.cz**, where the Buyer fills in the order form and, if he/she chooses to pay by electronic payment, pays for his/her purchase at the same time. **For currencies other than EUR and CZK, please use option 2).**

2. **DESCRIPTION OF DIGITAL CONTENT.** The **sonasiepakova.cz** web interface (the "Web Interface") provides a **detailed description of the Digital Content offered**, including **what it contains, who it is intended for, what it can provide to the reader, listener, client or visitor, and the format in which it is provided.** All presentations listed on the web interface are for informational purposes only. As a Seller, I am not obligated to enter into a Purchase Agreement with respect to these products. The provisions of § 1732 para. 2. of the German Civil Code shall not apply.

3. **DISCLAIMER OF LIABILITY FOR THE EFFECTS OF SONIA SIEPAK'S DIGITAL PRODUCTS, ONLINE COURSES AND ANY OTHER SERVICES.** Sonia Siepak's digital products, online courses, and all other services are not a substitute for proper medical care, a healthy lifestyle, or a miracle pill for everything. **When in doubt or concerned, consult your doctor or other authority you trust first.** I create and provide digital products, online courses and all other services with the best of my knowledge and conscience, based on training, experience and skill. You apply the procedures and techniques **at your own risk.**

4. **ORDERING DIGITAL CONTENT.** To order **digital content**, use the e-shop at **sonasiepakova.cz**, where you as the Buyer fill in the necessary data and choose the method of payment. Before submitting the order, you can check and change the data entered in the form and, if necessary, correct any errors and discrepancies. The order can also be placed by email and subsequent bank transfer (see above).

5. **The e-shop (or I) will inform you of the receipt of your order by an email** sent to the email address you entered in the order or during registration. **Information about the receipt of the order is sent automatically (in case of an email order I send a confirmation within 3 days).** If the confirmation does not state that I accept the order, I will send you information about the receipt of the order in a follow-up email. Until you receive confirmation of acceptance of your order, you can cancel your order by telephone or by email (to the address specified in Article II. General Terms and Conditions). **Upon delivery of the order confirmation to your e-mail address indicated in the order, the Purchase Contract is concluded.**

In case of doubt, I may contact you to verify the authenticity of the order, and if I am unable to verify the authenticity of the order, it shall be deemed that the order was not placed at all and I shall no longer deal with such order.

6. The Purchase Contract shall be concluded in the Czech language. **The contract shall be concluded in electronic form and shall consist of your order, its acceptance by me and these General Terms and Conditions.** I archive the contract in electronic form, it is not accessible.

IV. The price of digital content. Payment

1. **THE PRICE OF DIGITAL CONTENT.** The current price of the digital content is always displayed on the web interface. **The price is quoted without value added tax, as I am not a VAT payer.** The price is valid for as long as it is displayed on the web interface. If a promotional price is listed, it is also stated under which conditions and until what time the promotional price is valid. Due to the nature of the digital content, there are no **shipping or other costs associated with delivery.** The price quoted in the order summary is already the final price.

2. **The agreed purchase price is the price stated for the digital content at the time of sending your order** (as stated in the order form sent). If there is an obvious error in the price on the web interface (this means in particular a typo, a mistake in entering prices) or a similar error in the process of concluding the Purchase Agreement, then I am not obliged to deliver the Digital Content to you at such an obviously incorrect price, even if there is an automatic confirmation of acceptance of the order. In the event that payment of such clearly erroneous price has already been made by you, I am entitled to withdraw from the Purchase Agreement. If there is a change in the purchase price between the dispatch of your order and its confirmation by us, the purchase price valid at the time of dispatch of the order shall apply, unless otherwise expressly agreed between us.

3. Unless otherwise expressly agreed between us, I am obliged to deliver **the digital content** to you **only after full payment of the agreed purchase price.** Until the purchase price is paid in full, the digital content remains my property.

4. **METHOD OF PAYMENT.** The purchase price can be paid in the following ways. You will receive payment instructions in your order confirmation email. When paying by bank transfer, please be sure to include the appropriate **variable symbol** (order number) so that the payment can be quickly paired and the digital content delivered as soon as possible. Any other payment methods will be indicated on the web interface or may be expressly agreed between us. The purchase price shall be paid in **Czech crowns or euros.**

5. **MATURITY OF THE PURCHASE PRICE.** In the case of **a cashless transfer, the purchase price is payable within 14 days of confirmation of receipt of the order.** The due date is specified in the payment instructions, in the advance invoice. The purchase price is paid when the relevant amount is **credited to my bank account.** I will issue you with a proof of receipt of payment, which **you will receive immediately after payment** is made for online payment methods, otherwise within 3 days of receipt of payment. Section 2119(1) of the German Civil Code does not apply. Digital content cannot be paid for by instalment plan.

V. Terms of delivery

1. **METHOD OF DELIVERY OF DIGITAL CONTENT.** Digital content in electronic format (e-books, audio, video, or links to online meetings) will be sent upon payment of the purchase price **to the electronic address you provide as an attachment to an email message or by sending a link** in the form of a website address where the content can be downloaded or opened.
2. **SUPPLY LEVEL.** The length of the delivery time depends on the payment method chosen. If payment is made by regular bank transfer, the **digital content** will be **delivered no later than 3 working days** after the payment has been credited to my bank account. If payment is made online by credit card or fast online transfer, the digital content will be delivered immediately after payment is made.
3. **SHIPPING COSTS.** Due to the nature of the products, no shipping costs are charged.
4. Upon delivery of the Digital Content, please check the functionality and availability of the Content as soon as possible, and **if you find any deficiencies or defects, please contact me so that I** can make corrections. Please refer to Article VIII of these GTC for details.
5. To be fully functional, the Digital Content requires that you have **hardware and software** that allows you **to open and work with text documents** in common e-book format, **audio files**, and **video files** (see Article VI. General Terms and Conditions for details). **An internet browser** and a sufficiently fast internet connection are required for **online meetings**.

VI. Data on the functionality of the digital content and its interaction with hardware and software

1. **I only send digital content (e-books, audio, video) to you**, as the Buyer, at your electronic address, or by making available the address of the website where the content is located. To be fully functional, digital content requires that you have the hardware and software to open and work with documents, audio and video in a common electronic format, plus a web browser for online meetings. **You can download the content in a web browser if it has been supplied by posting a link to a website.**

In order to download digital content, you must be connected to an internet network with sufficient connection speed. I am not responsible for the unavailability of content if your internet connection is down or slow. Content may be temporarily unavailable for short periods of time due to data maintenance or server outages. The website may be updated without prior notice.

2. The digital content is **protected by copyright and cannot be redistributed or used by others without my express consent.** The digital content is for educational purposes and for your enjoyment. It is created using my knowledge and experience. **I am not responsible for your failure, if any, to apply the practices, advice and recommendations contained in any digital content by Sonia Siepak.**

VII. Withdrawal from the Purchase Agreement

1. By law, the consumer may withdraw from a contract concluded by distance selling without giving reasons within 14 days of the conclusion of the purchase contract. In the event of withdrawal, please inform me electronically at sonasiepakova@gmail.com or in writing to the address stated at the beginning of these GTC. In the information, please state that you are exercising your right to withdraw from the Purchase Agreement within the 14-day period and, if possible, enclose proof of purchase of the digital content or at least the date of purchase, your identification data and the digital content you purchased. I will promptly acknowledge receipt of your request and refund your money back to the account number you provided in your email request. You do not need to provide any reasons for cancellation.
2. **After the 14-day statutory period has expired, please note that the purchased digital content cannot be returned, i.e. no refund can be requested.**
3. As a Buyer, you may withdraw from the Purchase Contract in other cases provided by law or the Purchase Contract and the GTC, especially in the case of defective performance (Article IX. General Terms and Conditions). As the Seller, I am entitled to withdraw from the Purchase Contract in the event of your default in payment of the purchase price if it is more than 10 days overdue and in the event of a material breach of your obligations under the Purchase Contract, in particular in the event of unauthorized interference with the web interface, copyright infringement and in other cases provided for by law.

VIII. Warranty, rights arising from defective performance, complaints procedure

1. **The rights arising from defective performance** are governed by the applicable legal regulations, in particular the provisions of § 1914 to 1925, § 2099 to 2112 and § 2165 to 2174 of the German Civil Code.
2. **The rights under the guarantee** are governed in particular by the provisions of Sections 2113 to 2117 and 2161 to 2164 of the German Civil Code.
3. As the Seller, I answer that the Digital Content is free from defects upon receipt. **If you are a consumer, then if the defect manifests itself within 6 months of receipt, the digital content shall be deemed to have been defective upon receipt.** If you are a consumer, I am also liable if the defects do not appear within the warranty period, which is 24 months from receipt of the product.
4. In the event of a **defect in the digital content (ebooks, audio, video)** that cannot be rectified, or in the event of a repeated occurrence of a defect after repair or the occurrence of multiple defects, you have the right to demand the replacement of the digital content with new content or to withdraw from the contract. In the event that you do not withdraw from the contract or do not exercise your right to have new digital content delivered without defects, you may claim a reasonable discount. You can also claim a reasonable discount if I am unable to deliver the new digital content to you without defects, or if I fail to remedy the defect within a reasonable time or if it would cause you significant difficulties to remedy the defect.
5. You are not entitled to rights under defective performance if you knew that the digital content was defective before you took delivery of the product or if you caused the defect. Warranty and liability claims do not apply to defects caused by improper use of the digital content or improper storage.

6. If **digital content has not been delivered to you within the delivery time**, please check your "**bulk mail**" or **spam** folders first. If you do not find the digital content there either, please file a claim according to the following paragraph.

7. File a **complaint** with me without undue delay after the defects have been discovered. You can make a complaint **by email to my electronic address sonasiepakova@gmail.com** or by sending it in writing to my address specified in Article II of the GTC. It is appreciated if you include the invoice or other proof of purchase, a description of the defect claimed and a proposal for resolving the claim. I will deal with the complaint without undue delay, within 30 days at the latest, unless we expressly agree otherwise. I will provide you with written confirmation of the claim and its settlement.

IX. Handling complaints, resolving consumer disputes

1. If you have any complaint regarding the concluded Purchase Agreement, its performance or our activities, please contact me at the address specified in Article II. GTC or at the electronic address sonasiepakova@gmail.com.

2. Businesses operating on the basis of a trade licence, the controlling authority is the competent trade licensing authority, supervision of compliance with consumer protection regulations is carried out by the Czech Trade Inspection Authority. The Office for Personal Data Protection oversees compliance with data protection regulations. You can also contact these authorities with your complaints.

3. If a consumer dispute arises between me as the seller and the consumer, the consumer has the right to resolve it out of court. The subject of the out-of-court settlement pursuant to Act No. 634/1992 Coll., on Consumer Protection, is the Czech Trade Inspection Authority. All details on out-of-court resolution are available on the website of the Czech Trade Inspection Authority www.coi.cz. Consumers can also use the online dispute resolution platform set up by the European Commission at <https://ec.europa.eu/consumers/odr/>.

4. I declare that I am not bound by any codes of conduct (§ 1826 (1) (e) of the German Civil Code).

X. Final Provisions

1. The Purchase Contract is concluded for a definite period of time, until the Seller's and Buyer's obligations under the Contract are fulfilled.

2. Privacy policy is addressed below on this website.

3. Please note that I am entitled to unilaterally change these GTC, however, the text of the terms and conditions in force at the time of placing the order shall always apply to the Buyer.

4. These General Terms and Conditions are effective as of 10.01.2019.

Personal data protection

I take the protection of your privacy seriously and want you to feel comfortable when you visit my website. Protecting your privacy when processing your personal data is an important issue for me and I take it into account in my business processes.

I process the personal data collected during the visit to this website in accordance with Act No. 101/2000 Coll. on the protection of personal data.

Right to information

Upon request, I, Sonia Siepaková, will notify you as soon as possible in writing whether and what personal data I have recorded about you. If, despite my efforts to keep the data correct and up-to-date, incorrect information is recorded, I will correct it on request.

If you have questions about the processing of your personal data, you can direct them to sonasiepakova@gmail.com, where I am available not only for requests for information, but also for suggestions or complaints.

Data Protection Code. Collection and processing of personal data

When you visit my website, my web server logs in a standard way the IP address assigned to you by your Internet service provider, the website from which you visit me, the websites you visit with me, and the date and length of your visit. Personal data will only be recorded if you provide it to me of your own free will, for example, as part of registration, form filling, survey, prize listing or for the execution of a contract.

Security

I, Soňa Siepaková, take technical, organisational and security measures to protect the data held by me against manipulation, loss, destruction and interference by unauthorised persons. My security measures are constantly improving as technology develops.

Use and transfer of personal data

I, Sonia Siepaková, use your personal data for technical administration of the website, customer administration, product surveys and marketing purposes only to the extent necessary.

The transfer of personal data to state institutions and authorities shall only take place within the framework of binding legal regulations. My collaborators, agencies and dealers are bound by confidentiality on my part.

Possibility to opt out

I want to use your data to inform you about my products and services or to get your opinion about them. Participation in such events is, of course, voluntary. Should you disagree with them, you can notify me at any time so that I can block the data accordingly. In the case of email communications, you can unsubscribe at any time using the unsubscribe link provided in the footer of each email.

Consent to the processing of personal data

Seller's statement: I, Sonia Siepaková, undertake to fully respect the confidential nature of your personal and company data, which is secured against unauthorized access and protected against misuse. **The information you provide in your order for Sonia Siepaková's digital content is necessary to identify you as the Buyer. I use it to complete the entire transaction, including necessary accounting transactions, issue tax documents, identify your non-cash payments and to communicate with you.**

Your detailed personal and purchase data is stored in a database with strict security against misuse and is not disclosed to third parties.

Consent of the registering visitor to the site: By filling in the web form on the website sonasiepakova.cz, the Buyer agrees to the inclusion of all personal data filled in by him/her in the database managed by Soňa Siepaková / Čeladná 264, CZ-739 12 Čeladná / ID: 73297313, and to their subsequent processing for administrative, marketing purposes and commercial communications by electronic means in accordance with Act No. 480/2004 Coll., for a period of time until the withdrawal of consent.