

## General Terms and Conditions

### 1. Basic provisions

1.1. These General Terms and Conditions (hereafter "Terms") are issued pursuant to Section 1751 et seq. of the Act No. 89/2012 Coll., the Civil Code (hereafter "Civil Code").

Seller:

ZEAL Invest s.r.o.

with a registered office: Varšavská 715/36, Vinohrady, 120 00, Prague 2

ID no.: 14178486

File no.: C 361652, managed by the Municipal Court in Prague

e-mail: support@tixresell.com

(hereafter "Seller")

1.2. These Terms govern the mutual rights and obligations of the Seller and the natural person who enters into a purchase agreement (hereafter "Buyer") through the web interface located on the website available at the internet address (hereafter "Online Store"). For the purposes of these Terms, a license agreement, the subject of which is the granting of a license to an e-book, is also considered a purchase agreement.

1.3. The provisions of the Terms form an integral part of the purchase agreement. Deviating provisions in the purchase agreement will take precedence over the provisions of these Terms.

1.4. These Terms and the purchase agreement are concluded in the Czech language.

### 2. Information on the offered goods and prices

2.1. Information on the types of products offered, with the purchase of which the Buyer will receive an e-mail with the product that is marked with an electronic key (hereafter information about "Goods"), including the prices of individual Goods and their main features and functions that the Buyer receives by purchasing them, are listed for each unit of the Goods in the catalogue of the Online Store.

2.2. Prices of the Goods are stated including all associated fees. The prices of Goods remain valid for as long as they are displayed in the Online Store. This provision does not preclude the possibility of negotiating a purchase agreement on individually agreed terms.

### 3. Order and conclusion of purchase agreement

3.1. Costs incurred by the Buyer when using remote means of communication in connection with the conclusion of the purchase agreement (costs of internet connection, costs of telephone calls) will be borne by the Buyer. These costs do not differ from the basic rate of the internet provider and the telephone operator.

3.2. When placing an order, the Buyer selects their preferred Goods and chooses a payment method.

3.3. The Buyer will send the order to the Seller by clicking on the "Complete order" button. The information provided in the order is considered correct by the Seller.

3.4. After completing the order, the Buyer is redirected to the payment gateway to make the payment. After payment, the Seller will send to the Buyer an automatic confirmation of receipt of the order and payment. The agreement is concluded upon delivery of this confirmation. The confirmation will be accompanied by the current terms and conditions of the Seller. In addition to confirmation of receipt of payment from the Seller, automatic messages may be sent to the Buyer by the payment service provider.

#### 4. Restrictions on dissemination of purchased Goods

4.1. The conclusion of a purchase agreement for an e-book does not transfer the ownership of the book, but creates a non-exclusive license to the e-book. The Buyer acknowledges that the use of the service and payment for the license to use the e-book does not transfer any intellectual property of the Seller or any of their suppliers.

4.2. The Buyer is not entitled to reproduce, distribute, rent, lend, exhibit, disclose to the public, or in any way provide the e-book to third parties. The Buyer is not entitled to modify the e-book, combine it with other works, translate it or convert it into another form.

4.3. The Buyer acknowledges that the Seller may use technical means of protection against unlawful reproduction, distribution, rental, lending, display, disclosure to the public or any provision to third parties. For this purpose, the Buyer's identification data or other transaction identifier may be inserted in each downloaded e-book.

#### 5. Payment terms and delivery of goods

5.1. The Buyer can pay the price of the ordered Goods in the following ways:

wire transfer via [gopay.com](http://gopay.com)

5.2. In case of payment through a payment gateway, the Buyer will follow the instructions of the relevant electronic payment provider.

5.3. 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 bank account.

5.4. If specifically requested by the Buyer, the Buyer will be allowed to begin using the purchased Goods through an e-book immediately after the payment is credited.

Otherwise, they will not be allowed to use the purchased goods until after the statutory withdrawal period has expired.

5.5. The Seller will issue a tax document – invoice to the Buyer. The tax document will be sent to the Buyer's email address.

## 6. Withdrawal from agreement

6.1. To withdraw from the agreement, the Buyer must comply with the withdrawal period.

6.2. To withdraw from the purchase agreement, the Buyer will send a request for withdrawal from the purchase agreement to the Seller's email address specified in these Terms. The Seller will acknowledge receipt of the Buyer's request without delay.

6.3. If the Buyer withdraws from the agreement, the Seller will return to the Buyer without delay, but no later than 14 days after withdrawal from the agreement, all funds received from the Buyer. The Seller will only return the received funds to the Buyer in another manner if the Buyer agrees and if no additional costs are incurred.

6.4. The Buyer acknowledges that the e-book is a digital content and therefore its delivery before the expiry of the statutory withdrawal period will cause the Buyer's right to withdraw from the agreement within this period, pursuant to Section 1837(I) of the Act No. 89/2012 Coll., the Civil Code, to expire.

The Seller does not provide a quality guarantee. The Buyer may exercise the rights arising from defective performance with the Seller (contact details are provided in art. 1) by a letter addressed to the Seller, stating their name, address, order number, name of the product purchased, description of the defect and preferred method of complaint resolution (sample form available at [https://tixresell.com/claim\\_form.pdf](https://tixresell.com/claim_form.pdf)).

## 7. Communication between the Parties

7.1. The Parties will deliver all written correspondence to each other by electronic mail.

7.2. The Buyer will deliver correspondence to the Seller to the e-mail address specified in these Terms. The Seller will deliver correspondence to the Buyer to the email address specified in the Buyer's customer account or in the order.

## 8. Personal data

8.1. All information provided by the Buyer when dealing with the Seller is confidential and will be treated as such. Unless the Buyer gives the Seller a written permission, the Seller will not use the Buyer's data in any way other than for the purpose of performing the agreement, except for the e-mail address to which commercial communications may be sent, as this procedure is permitted by law, unless expressly rejected. These communications may only relate to similar or related goods and can be unsubscribed at any time in a simple way (by sending a letter, email or by clicking

on a link in a commercial communication). The e-mail address will be retained for this purpose for a period of 3 years from the conclusion of the last agreement between the Parties.

8.2. More detailed information on data protection can be found in the Privacy Policy

## 9. Out of court dispute resolution

9.1. The competent authority to handle out of court settlement of consumer disputes arising from a purchase agreement is the Czech Trade Inspection Authority, with a registered office at Štěpánská 567/15, 120 00 Prague 2, ID no.: 000 20 869, internet address: The online dispute resolution platform located on the website can be used to resolve disputes between the Seller and the Buyer arising from a purchase agreement.

9.2. The European Consumer Center of the Czech Republic, with a registered office at Štěpánská 567/15, 120 00 Prague 2, internet address: is the contact point under Regulation (EU) 524/2013 of the European Parliament and of the Council of 21 May 2013 on online dispute resolution for consumer disputes and amending Regulation (EC) 2006/2004 and Directive 2009/22/EC (Regulation for consumer online dispute resolution).

9.3. The Seller is entitled to sell the Goods on the basis of a trade license. Trade license inspection is carried out within the scope of its competence by the competent trade licensing authority. The Czech Trade Inspection authority supervises compliance with the Act no. 634/1992 Coll., on Consumer Protection, among other things.

## 10. Final provisions

10.1. All agreements between the Seller and the Buyer will be governed by the law of the Czech Republic. If the relationship established by the purchase agreement contains an international element, the Parties agree that the relationship will be governed by the law of the Czech Republic. This is without prejudice to the consumer's rights under the applicable legislation.

10.2. All rights to the Seller's website, in particular the copyright to the content, including page layout, photos, films, graphics, trademarks, logos and other content and elements, belong to the Seller. It is prohibited to copy, modify or otherwise use the website or any part thereof without the Seller's consent.

10.3. The Seller will not be liable for errors resulting from third party interference with the Online Store or its use contrary to its purpose. When using the Online Store, the Buyer must not use procedures that could have a negative impact on its operation and must not perform any activity that could allow them or third parties to interfere with or make unauthorized use of the software or other components of the Online Store and use the Online Store or its parts or software in a way that would be contrary to its intent or purpose.

10.4. The Buyer hereby assumes the risk of a change of circumstances within the meaning of Section 1765(2) of the Civil Code.

10.5. The purchase agreement, including the Terms, is archived by the Seller in electronic form and is not publicly accessible.

10.6. The Seller may change or supplement the wording of the Terms. This provision is without prejudice to the rights and obligations arising under the previous version of the Terms.

This General Terms and Conditions comes to full force and effect on 1.3.2023