



## Terms and Conditions

Supplier Name: Jaromír Fríd

Supplier Address: Mokré - Jih 537, Litvínovice 37001

Country: Czech republic

Company ID: 01248065

VAT ID: CZ8002271299

Non-VAT payer

Entrepreneur registered in the Trade Register of the Municipal Authority of České Budějovice / Czech Republic.

R.n.: Ž/13671/2012/ABa/1018762

Email: [info@miraf.cz](mailto:info@miraf.cz)

Support email: [support@miraf.cz](mailto:support@miraf.cz)

Website: [www.miraf.cz](http://www.miraf.cz)

(hereinafter referred to as the "Seller")

for the sale of software through an online portal [www.miraf.cz](http://www.miraf.cz).

### 1. INTRODUCTORY PROVISIONS

- 1.1. These terms and conditions (hereinafter referred to as the "Terms and Conditions") govern, in accordance with Section 1751(1) of Act No. 89/2012 Coll., the Civil Code of Czech Republic (hereinafter referred to as the "Civil Code"), the mutual rights and obligations of the contracting parties arising in connection with or based on a purchase agreement (hereinafter referred to as the "Purchase Agreement") concluded between the Seller and another individual (hereinafter referred to as the "Buyer") via the Seller's online portal. The online portal is operated by the Seller on a website located at [www.miraf.cz](http://www.miraf.cz) (hereinafter referred to as the "Website"), through the website interface (hereinafter referred to as the "Store Interface").
- 1.2. Provisions deviating from these Terms and Conditions may be agreed upon in the Purchase Agreement. Deviating agreements in the Purchase Agreement take precedence over the provisions of the Terms and Conditions Czech Republic.

- 1.3. The Purchase Agreement and Terms and Conditions are provided in English. This is the presentation of the original Terms and Conditions for the Czech Republic.
- 1.4. The Seller may change or supplement the Terms and Conditions. This provision does not affect the rights and obligations arising during the validity of the previous version of the Terms and Conditions.

## **2. USER ACCOUNT**

- 1.5. Based on the Buyer's registration completed on the website, the Buyer can access their user interface. From their user interface, the Buyer can check the status of their orders and their personal information (hereinafter referred to as the "user account").
- 1.6. When registering on the website and placing an order, the Buyer is obligated to provide all information accurately and truthfully. The Buyer must report any changes to the information in their user account via email or in writing to the Seller's address. The information provided by the Buyer in the user account and when ordering goods is considered correct by the Seller.
- 1.7. Access to the user account is secured by a username (email address) and a password. The Buyer is obligated to maintain the confidentiality of the information necessary to access their user account and must not disclose this information to any third party.
- 1.8. The Buyer is not authorized to allow third parties to use their user account.
- 1.9. The Seller may cancel the user account if the Buyer breaches their obligations under the Terms and Conditions or based on a written agreement with the Buyer.
- 1.10. The Buyer acknowledges that the user account may not be available continuously, particularly due to necessary maintenance of the Seller's hardware and software, or the necessary maintenance of third-party hardware and software.

## **3. CONCLUSION OF THE PURCHASE AGREEMENT**

- 1.11. All product presentations displayed on the store interface are for informational purposes only, and the Seller is not obligated to enter into a purchase agreement regarding such products. The provisions of Section 1732(2) of the Civil Code of Czech Republic shall not apply.
- 1.12. The store interface includes information about the products, including the prices of each item. The prices of the products are stated inclusive of all related fees. Any change in price for the Buyer is possible only after prior agreement and will be confirmed in writing by the Seller (via email).
- 1.13. The delivery of goods is conducted exclusively electronically, and therefore no additional fees for packaging and shipping are incurred. Exceptions may apply for special promotions. In such cases, the Buyer will always be notified in advance and will receive confir-

mation in writing (via email).

- 1.14. To order goods, the Buyer must complete the order form on the store interface. The order form includes information about the ordered goods, quantity, and the method of payment for the purchase price.
- 1.15. Before submitting the order to the Seller, the Buyer is allowed to review and modify the details entered into the order. The Buyer submits the order to the Seller by clicking the "Submit Order" button. The information provided in the order is considered correct by the Seller. The Seller will promptly confirm receipt of the order to the Buyer via email, sent to the email address provided by the Buyer in the user interface or the order (hereinafter referred to as the "Buyer's Email Address").
- 1.16. The Seller is always entitled, depending on the nature of the order (quantity of goods, purchase price), to request additional confirmation of the order from the Buyer (by email).
- 1.17. The contractual relationship between the Seller and the Buyer is established after the order is placed and subsequently confirmed via the Buyer's email address.
- 1.18. The Buyer agrees to the use of remote communication means in concluding the Purchase Agreement. The costs incurred by the Buyer for using remote communication means in connection with concluding the Purchase Agreement (such as internet connection fees and telephone call charges) are borne by the Buyer, and these costs do not differ from the basic rate.

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

- 1.19. The Buyer will pay the price of the goods electronically to the Seller's PayPal account. (hereinafter referred to as the "Seller's Account")
- 1.20. The Seller does not require an advance payment or any similar payment from the Buyer.
- 1.21. In the case of electronic payment, the Buyer's obligation to pay the purchase price is fulfilled at the moment the relevant amount is credited to the Seller's Account.
- 1.22. Any discounts on the price of goods provided by the Seller to the Buyer cannot be combined with each other.
- 1.23. The Seller will issue a payment receipt – invoice – to the Buyer for payments made under the Purchase Agreement. The Seller is not a VAT payer. The invoice will be issued by the Seller after the purchase price has been paid and will be sent electronically to the Buyer's email address.

#### **5. WITHDRAWAL FROM THE PURCHASE AGREEMENT**

- 1.24. The Buyer acknowledges that it is not possible to withdraw from the Purchase Agreement for computer software if it has already been installed and registered. The Buyer has the op-

tion to install and test the program free of charge beforehand. The Seller provides a trial DEMO version for download free of charge from the Seller's website or, upon request, allows the Buyer online access to a test version (if it is a web application).

- 1.25. Unless it is a case described in Section 1.24 or another case where withdrawal from the Purchase Agreement is not possible, the Buyer has the right to withdraw from the Purchase Agreement in accordance with Section 1829(1) of the Civil Code within fourteen (14) days of receiving the goods. If the Purchase Agreement involves multiple types of goods or deliveries of several parts, this period starts from the day of receiving the last delivery of goods. The withdrawal from the Purchase Agreement must be sent to the Seller within the period specified in the previous sentence. The withdrawal can be sent to the Seller's email address. It is sufficient to specify the type of goods, the name of the goods, email address, invoice number, contact details, and optionally the reason.
- 1.26. In the case of withdrawal from the Purchase Agreement as per Section 1.25 of the Terms and Conditions, the Purchase Agreement is canceled from the beginning. The goods must be returned to the Seller within fourteen (14) days of the withdrawal from the agreement (only if the goods are not electronically delivered items, licenses, license codes, etc.).
- 1.27. In the case of withdrawal from the agreement as per Section 1.25 of the Terms and Conditions, the Seller will return the funds received from the Buyer within fourteen (14) days of the withdrawal from the Purchase Agreement, using the same method by which the Seller received them from the Buyer. The Seller is also entitled to return the performance provided by the Buyer either when the goods are returned by the Buyer or in another manner, provided that the Buyer agrees and no additional costs are incurred by the Buyer. If the Buyer withdraws from the Purchase Agreement, the Seller is not obliged to return the received funds to the Buyer before the Buyer has returned the goods or proved that the goods have been sent to the Seller. The Seller will also refund any shipping costs incurred during the purchase and return of the goods.
- 1.28. The Seller is entitled to unilaterally offset any claim for damage to the goods against the Buyer's claim for the refund of the purchase price.
- 1.29. Until the goods are received by the Buyer, the Seller is entitled to withdraw from the Purchase Agreement at any time. In such a case, the Seller will promptly return the purchase price to the Buyer, using an electronic transfer to the PayPal account specified by the Buyer.
- 1.30. If a gift is provided to the Buyer along with the goods, the gift contract between the Seller and the Buyer is concluded with a condition subsequent: if the Buyer withdraws from the Purchase Agreement, the gift contract regarding such a gift will become null and void, and the Buyer is obliged to return the gift to the Seller along with the goods.

## **6. DELIVERY OF GOODS**

- 1.31. Delivery of goods in the case of software is done electronically. After payment of the purchase price, the seller will electronically send registration numbers and passwords for the

software and enable the buyer to download the full version of the program from the seller's website. If it is a web application, the seller will provide access to this application. The buyer is required to save and retain the registration details and downloaded software for future use.

## **7. ADDITIONAL RIGHTS AND OBLIGATIONS OF THE PARTIES**

1.32. The buyer acquires ownership of the goods upon payment of the full purchase price.

1.33. In the case of software, the buyer must not make any modifications to the source code, nor alter the software or bypass its protections and security features. The buyer may not distribute, sell, or reproduce the software or any part thereof without the seller's consent. The buyer must not make the software accessible via a web interface or share it, whether for free or for a fee. The buyer may install the software only on the number of computers for which they have purchased a valid license. If the buyer replaces hardware or reinstalls an operating system with a version different from the previous one, the license becomes invalid, and the buyer must request a license renewal. This renewal is provided by the seller at no charge. To prevent misuse of this option, the seller reserves the right to renew the license no more than once every 3 months for a specific license. The seller maintains an electronic record of licenses. If the buyer requests a license renewal more frequently than once every 3 months, the seller may charge the buyer for the associated costs.

The buyer must not provide registration details to third parties. The buyer may only provide registration details to a third party after prior arrangement with the seller. If the buyer loses their software registration details, the seller may provide new details. However, in such cases, the seller may require the buyer to cover the costs associated with generating new registration details.

1.34. The seller bears no responsibility for data loss that occurs on the buyer's computing equipment due to improper handling of computer software or hardware, errors made by the buyer, or damage to the buyer's hardware.

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

1.36. The seller is authorized to provide software based on a business license.

1.37. The buyer is at least 15 years old.

## **8. DATA PROTECTION**

1.38. Data protection is governed by Regulation (EU) 2016/679 of the European Parliament and of the Council on the protection of individuals – GDPR – General Data Protection Regulation. The statement on the processing of personal data is publicly available on the administrator's website – [www.miraf.cz](http://www.miraf.cz).

## **9. DELIVERY**

1.39. Delivery to the buyer may be made to the email address provided in their user account or specified by the buyer in the order, only with their consent.

## **10. FINAL PROVISIONS**

1.40. If any provision of these Terms and Conditions is found to be invalid or ineffective, or becomes invalid or ineffective, the provision that most closely approximates the intent of the invalid provision shall replace it. The invalidity or ineffectiveness of one provision does not affect the validity of the remaining provisions.

1.41. The purchase agreement, including the Terms and Conditions, is archived by the seller in electronic form and is not accessible.

In Litvínovice, Czech Republic, on November 18, 2024