# **General Terms and Conditions**

### 1. Introductory provisions

- 1.1. The relations between the company Enantis s.r.o., with its registered office at Kamenice 771/34, Bohunice, 625 00 Brno, Company ID No.: 276 76 013, registered in the Commercial Register kept by Regional Court in Brno, Section C, Insert 51150 (hereinafter referred to as the "Enantis") and a customer who places an order for services of Enantis through the <a href="https://www.enantis.com">www.enantis.com</a> website are govern by these General Terms and Conditions.
- 1.2. For the purposes of this General Terms and Conditions the following terms have the following meanings:
  - 1.2.1. **The Civil Code** is the act No. 89/2012 Coll., the Civil Code, as amended.
  - 1.2.2. **Personal Data** means any information processed by Enantis concerning identified or identifiable natural person who can be directly or indirectly identified on the basis of such information.
  - 1.2.3. **Enantis** is the company Enantis s.r.o., with its registered office at Kamenice 771/34, Bohunice, 625 00 Brno, Company ID No.: 276 76 013, registered in the Commercial Register kept by the Regional Court in Brno, Section C, Insert 51150.
  - 1.2.4. **Enantis Portal** means the website of Enantis at <a href="www.enantis.com">www.enantis.com</a> which contains a description of the Services and a form for ordering the Services.
  - 1.2.5. **The Service** means the provision or ensuring of an educational course or conference in accordance with its description given on the Enantis Portal.
  - 1.2.6. **The Customer** is a natural or legal person other than Enantis who has placed a binding order for the Services of Enantis.
  - 1.2.7. **GTC** means these General Terms and Conditions.
- 1.3. These GTC regulate the mutual rights and obligations between Enantis and the Customer, in accordance with the provision of Section 1751 par. 1 of the Civil Code.

# 2. Order

- 2.1. The Customer is entitled to place an order for the Services of Enantis exclusively via the online form on the Enantis Portal.
- 2.2. By submitting an order on the Enantis Portal the Customer agrees with these GTC.
- 2.3. Submitting an order is considered as the Customer's proposal to enter into a contract for the Service with Enantis.
- 2.4. Enantis will notify the Customer of the acceptance or non-acceptance of the order (the proposal for the conclusion of the contract) by a message to the e-mail address provided by the Customer in the order form. The notification of the acceptance of the order will contain the payment details, in particular a link to the payment gateway for the payment by a credit card, or an account number to which the payment should be sent, and the variable symbol and the amount to be paid by the Customer.
- 2.5. Acceptance of the Customer's order by Enantis creates a contract between the Customer and Enantis, on the basis of which the Customer is obliged to pay the price of the Service and Enantis is obliged to provide the Customer with the Service to the extent described on the Enantis Portal.
- 2.6. The Customer is entitled to cancel the order at any time until the delivery of notification of acceptance or non-acceptance of the order by Enantis or otherwise only for reasons stipulated by law or these GTC.

2.7. If the Customer makes an order with less than 14 days left until the start of performance of the Service, by submitting the order the Customer agrees to start providing the Service by Enantis before the end of the withdrawal period.

## 3. Payment Terms

- 3.1. The Customer is entitled to choose whether to pay the price for the Service by the wire transfer to the bank account of Enantis or by the credit card.
- 3.2. The price for the Service is considered paid upon receipt of the full amount of the price for the Service to the bank account of Enantis.
- 3.3. The Customer is obliged to make the payment for the Service without undue delay after delivery of the notification of the acceptance of the order. The notice of acceptance of the order is deemed to be delivered to the Customer on the day when the notice of acceptance of the order is sent by Enantis to the Customer.
- 3.4. Enantis is entitled to cancel the Customer's order, if the full price of the Service is not paid within 7 days of the delivery of the notification of acceptance of the order. In such case, the cancellation of the order comes into effect at the time the notification of cancellation of the order is sent by the Enantis to the Customer's e-mail specified in the order.
- 3.5. Enantis is entitled not to provide the Service to a Customer who has not paid the full price of the Service prior to the commencement of the Service.
- 3.6. If the Customer pays the price of the Service after the date of commencement of the Service (e.g. the date of commencement of a conference or an online educational course) it is considered that the Customer is interested in providing the remaining part of the Service. if Enantis provides the Customer with the remaining part of the Service, the Customer is not entitled to a discount on the price of the Service, unless otherwise agreed with Enantis.

#### 4. Withdrawal from the contract

- 4.1. Enantis is entitled to withdraw from the contract if:
  - 4.1.1. The Customer has not paid the full price of the Contract within the specified term;
  - 4.1.2. Enantis will stop offering the ordered Service for technical reasons or due to low interest in the Service.
- 4.2. If the Customer is a consumer in the meaning of the Section 419 of the Civil Code, the Customer is entitled to withdraw from the contract within the period of 14 days from the conclusion of the contract (delivery of the notification of acceptance of the order by Enantis), unless the Service or its part has already been provided to the Customer.
- 4.3. The Customer is obliged to inform Enantis about the withdrawal from the contract on the e-mail address <a href="mailto:enantis@enantis.com">enantis@enantis.com</a>. The withdrawal period is complied with, if the notice of withdrawal from the contract is sent by the Customer to the address specified in the first sentence of this paragraph of the GTC before the expiry of the withdrawal period.
- 4.4. In case of a justified withdrawal from the contract, Enantis will return the amount paid by the Customer to the bank account from which the Customer provided it, within 14 days of the notification of the withdrawal from the contract.
- 4.5. In case of withdrawal from the contract, where the Customer requested Enantis to start providing the Service before the expiry of the withdrawal period, the Customer is obliged to pay a proportionate part of the price for the Service, if the provision of the Service has already begun.

# 5. Terms of Service

5.1. Enantis will provide the Service in the extent and in accordance with the description of the Service provided on the Enantis Portal.

- 5.2. If the Service is provided online, the Customer is not entitled to make any audio or video recordings from the Service without the prior written consent of Enantis.
- 5.3. The Customer is not authorized to provide access to the Service or any materials provided by Enantis to the Customer in connection with the Service to any person other than as specified in the Customer's order.

## 6. Personal data protection

- 6.1. Enantis processes personal data in accordance with Act No. 110/2019 Coll., on the processing of personal data, as amended, and in accordance with Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016 on the protection of individuals with regard to the processing of personal data and on the free movement of such data and repealing Directive 95/46/EC (hereinafter referred to as the "GDPR").
- 6.2. The Customer's personal data will be processed only for the purpose of fulfilling the contract between the Customer and Enantis, protecting the legally protected interests of Enantis and fulfilling Enantis' statutory obligations, to the extent and for the time necessary to fulfill the purpose of processing personal data.
- 6.3. Customer's personal data may be provided by Enantis to a third party only if that third party is used by Enantis to provide or perform the Service or any part thereof (e.g. payment gateway provider, provider of an online educational course / conference platform, external lecturer) and only in the event that the provision of Customer's personal data is necessary for the possibility of performing or securing the Service or its part by this third party. In such case, Enantis contractually obliges the third party to protect the Customer's personal data from misuse and to process them exclusively in accordance with the GDPR and Act No. 110/2019 Coll.

#### 7. Final provisions

- 7.1. These GTC become an integral part of the contract concluded between Enantis and the Customer.
- 7.2. These GTC, as well as the contract between Enantis and the Customer, are governed by the laws of the Czech Republic, in particular the Civil Code.
- 7.3. All disputes arising between Enantis and the Customer on the basis of the contract or these GTC will be decided by the materially and locally competent courts of the Czech Republic.
- 7.4. Enantis reserves the right to change or supplement these GTC. This does not affect the rights and obligations of Enantis and the Customer arising during the period of effectiveness of the previous version of the GTC.
- 7.5. These GTC take effect on January 25, 2021.