

## **PROVIDER'S TERMS AND CONDITIONS**

### **PREAMBLE**

The Provider is engaged primarily in the mediation and organization of events, lessons, courses, photography, and video shoots held at the Project Studio. The Provider's objective is to deliver the highest quality services in a fully professional manner, emphasizing quality, professionalism, and enjoyment. The Provider operates the website [www.projectstudio.cz](http://www.projectstudio.cz)

### **I. Validity and Effectiveness of the Terms and Conditions**

1. These General Terms and Conditions (hereinafter the "Terms and Conditions") are issued in accordance with Section 1751 et seq. of Act No. 89/2012 Coll., the Civil Code of the Czech Republic (hereinafter the "Civil Code"), and form an integral part of all contractual obligations related to the services provided by the Provider (hereinafter the "Agreement"), as well as any partial agreements or arrangements entered into between the Provider and the Client.
2. The Terms and Conditions shall be binding upon both contracting parties for the duration of their contractual relationship until the complete fulfillment of all obligations of both parties.
3. No other terms and conditions shall apply to the contractual relationship between the parties unless explicitly agreed upon in writing by both parties.

### **II. Reservations and Price List**

1. Services are arranged and paid for according to the Provider's valid price list.
2. The Provider reserves the right to unilaterally modify its price list at any time.
3. Based on a confirmed reservation made by the Client through the online interface, email, or telephone, the Client is entitled to utilize the agreed-upon services. Unless otherwise agreed, the Client is not authorized to allow third parties to use the services. The Client is responsible for the accuracy, completeness, and truthfulness of the information provided in the order and/or in connection with the services, and bears all legal consequences and liability for damages if the information proves to be incomplete, inaccurate, or false. The Client is not entitled to claim any compensation or assert any rights against the Provider due to false, incomplete, or incorrect information provided by the Client.
4. Orders are placed through the form available on the Provider's website, or alternatively via email, data message, or telephone, sent to the Provider's valid contact addresses. The contractual relationship is considered concluded and binding only upon confirmation by the Provider, unless explicitly agreed otherwise.
5. The Provider is entitled to request additional information or documents from the Client necessary to fulfill the contractual relationship. The Provider is not obliged to confirm the Client's order.

### **III. Conclusion of the Agreement**

1. In the event of an apparent technical error by the Provider in stating the service price on the website or during the ordering process, the Provider is not obligated to provide the service at such an obviously incorrect price, even if the Client has received an automatic confirmation of the order pursuant to these Terms and Conditions. The Provider shall notify the Client of the error without undue delay and send an

amended offer to the Client's email address or other contact provided. The amended offer shall be considered a new proposal for the Agreement, and the Agreement shall be concluded only upon the Client's confirmation of acceptance via email to the Provider. By confirming the order, the Client expresses full agreement with the terms of service provision as well as with these Terms and Conditions. The parties expressly exclude the application of Section 1740(3) of the Civil Code. In the event of discrepancies between the Agreement and these Terms and Conditions, the individual provisions of the Agreement shall prevail.

2. If the Provider returns a proposal with additions, reservations, or modifications, it shall be considered a rejection of the original proposal and simultaneously a new proposal.
3. The contractual relationship between the Provider and the Client arises based on an order confirmed by the Provider, unless explicitly agreed otherwise. The order confirmation constitutes a binding reservation.
4. The Provider may express its acceptance of the Client's proposal – order – without formal confirmation by delivering the ordered service to the Client in accordance with the order.
5. The Provider reserves the right to modify the reservation (including duration, location, timing, or any part thereof) for objective reasons (such as power outages, strikes, weather conditions, government measures, or to prevent harm or damage) and further reserves the right to cancel the reservation, in whole or in part.
6. The Provider shall issue an invoice for the price of the services. Invoicing may be based on pro forma or advance invoices. The Client is obligated to pay the agreed price for the services as per the concluded Agreement.

#### **IV. Delivery Deadlines and Place of Performance**

1. The Provider undertakes to perform the agreed services within the delivery deadlines specified in the confirmed orders, taking into account the exceptions stated in these Terms and Conditions.
2. The place of performance (service delivery) shall be the location designated by the Provider, unless the contracting parties agree otherwise for a specific order. The Provider fulfills its obligation by enabling the Client to use the service at the place of performance.

#### **V. Complaints and Cancellation Policy**

1. Both parties are obliged to immediately notify each other in writing of any changes in their contractual relationship. For the purposes of these Terms and Conditions, written notice shall include delivery via email, data message, postal address, or SMS to the valid contact details previously provided.
2. The Client does not have the right to terminate (cancel) the confirmed order/reservation or withdraw from the Agreement free of charge, except in cases provided by law, these Terms and Conditions, or as otherwise mutually agreed. Consumer protection provisions remain unaffected.
3. Right of the Client as a Consumer to Withdraw from a Distance or Off-Premises Contract:  
This section applies only to Clients who are consumers and have entered into a contract with the Provider remotely or outside of the Provider's business premises.

The consumer has the right to withdraw from the Agreement without providing a reason within fourteen (14) calendar days from the date of contract conclusion (e.g., upon receipt of the Provider's order confirmation). The withdrawal period shall be deemed preserved if the consumer sends a written notice of withdrawal to the Provider's email or registered office address within this time frame.

The consumer acknowledges that if they schedule a service within the 14-day withdrawal period, they are obligated to pay the Provider a proportional amount of the agreed service price for services already rendered up to the time of withdrawal. The consumer expressly agrees that the Provider may begin providing services within the withdrawal period if such service provision was scheduled during that time.

If the consumer withdraws from the Agreement, the Provider shall refund, without undue delay and no later than 14 calendar days from receipt of the withdrawal notice, all payments received from the consumer that the Provider is not entitled to retain.

If the Provider began performing services at the consumer's express request before the expiration of the withdrawal period, the consumer shall pay the Provider a proportional amount of the agreed price for the services rendered up to the moment of withdrawal.

If the Provider has, at the express request of the consumer, fully performed all services before the withdrawal period expires, the consumer no longer has the right to withdraw from the Agreement.

4. The Client is not entitled to withdraw from a contract under the previous clause if the subject of the contract is the right to use electronic services, as these constitute digital content not supplied on a tangible medium, provided with the Client's prior express consent before the expiration of the withdrawal period, and the Provider informed the Client prior to contract conclusion that the right of withdrawal does not apply.
5. In the event of a refund, in whole or in part, the corresponding amount shall be transferred to the Client's designated bank account within 14 days of the event giving rise to the refund.
6. Unless otherwise agreed, a reservation may be canceled no later than 14 days before the scheduled reservation date. Otherwise, a cancellation fee of 100% of the agreed reservation price shall apply as a flat-rate compensation. These cancellation fees apply regardless of the reason for cancellation.
7. The Provider's liability for defects in the provided services and the Client's rights and obligations in connection with defect claims shall be governed by the applicable provisions of the Civil Code.

## **VI. Amendments to the Terms and Conditions**

1. The Provider reserves the right to unilaterally and reasonably amend these Terms and Conditions during the term of the Agreement if changes in market conditions or other substantial circumstances justify such amendments.
2. The Provider shall notify the Client electronically of any changes to the Terms and Conditions at least 10 days prior to their effective date.
3. The Client is entitled, within 10 days of receiving such notice, to reject the amendments and terminate the Agreement for this reason with a one-month notice period (which is deemed sufficient to obtain similar services from another provider). During the notice period, the previous version of the Terms and Conditions shall remain in effect.

## **VII. Other Provisions**

1. Any commercial practices relating to the agreed or subsequent performance shall not take precedence over the contractual arrangements or the provisions of the Civil Code, even if such provisions are not mandatory.
2. The assignment of the Agreement or any partial contract to a third party by the Client is permitted only on the basis of a written agreement between the contracting parties.
3. The Client may not claim compensation for damages from the Provider if the Provider is unable to fulfill a confirmed order due to force majeure affecting the Provider externally. Force majeure shall include, but is not limited to, war, mobilization, terrorist attacks on the Provider's premises, natural disasters, or any other legal or factual circumstances that objectively prevent the Provider from continuing its business activities. During the duration of force majeure, the Provider is released from its obligation to fulfill confirmed orders.
4. The Provider shall not be in default or breach of its obligations toward the Client during any period in which the Client fails to provide the necessary cooperation required under mutual agreements.
5. The Provider shall not be liable for any breach of contract or law by the Client, nor for any acts or omissions that the Client is required to perform or is prohibited from performing.
6. The Client shall familiarize themselves with, pay due attention to, and comply with the instructions of the Provider's responsible person throughout the provision of services. In particular, the Client shall:
  - consider their health condition, and physical and mental fitness for participation, and inform the Provider in the event that any activity might cause a health risk or deterioration;
  - refrain from bringing valuable or unrelated items to the premises;
  - disclose any relevant health issues to the Provider prior to participation in training or activities;
  - follow the Provider's safety and operational instructions;
  - seek clarification from the Provider in case of any uncertainties;

- dress appropriately, including suitable footwear and accessories, with regard to the provided services;
- be mindful of risk-prone areas in the premises or surroundings (e.g., corners, fixed obstacles, fragile items, or objects that could cause injury or damage).

The Client shall actively prevent any injury or property damage.

The Provider assumes no liability for the Client's failure to comply with obligations or for any resulting consequences. The Provider shall only be liable for damage to the Client's property or health if it results directly and unequivocally from the Provider's intentional or negligent breach of duty.

7. The Client is expressly notified and acknowledges that all movable assets, equipment, and premises provided are of the highest standard and specification, including original and design elements, reflected in their value. The Client is obligated to compensate the Provider for any damage caused to such movable property, equipment, or premises, up to the value of the item or equipment according to the invoice or current market price.

In the event of damage to any provided movable property, equipment, or premises, the Client further undertakes to pay a contractual penalty of CZK 40,000 (forty thousand Czech crowns). Payment of the contractual penalty does not relieve the Client of the obligation to compensate for the actual damage. The contractual penalty is payable upon written request by the entitled party.

The obligations relating to the contractual penalty remain in force even after the termination of the contractual relationship between the Client and the Provider.

For the avoidance of doubt, "provided movable property, equipment, or premises" shall mean all items, furnishings, and facilities supplied or designated by the Provider.

## **VIII. Delivery of Documents**

1. Legal communications (documents) explicitly required by the Agreement or these Terms and Conditions may be delivered by electronic means (e.g., by email), under the conditions specified in the Agreement or herein.

## **IX. Final Provisions**

1. These Terms and Conditions are issued by the Provider and shall be valid and effective from the date specified until amended, replaced by new Terms and Conditions, or revoked.  
All content on the Provider's website is protected under applicable copyright laws. Users may not copy, store, distribute, share with third parties, or otherwise commercially exploit any part of the content without the Provider's prior express written consent.  
Pursuant to Act No. 121/2000 Coll., on Copyright and Rights Related to Copyright, the Provider reserves all rights to the outputs of its services. Without the Provider's consent, it is prohibited to publish, modify (e.g., by retouching, removing logos, etc.), copy, or otherwise use any service outputs.  
The outputs of the Provider's services remain the exclusive property of the Provider unless otherwise agreed. The Client is not entitled to receive unedited (unretouched) recordings or photographs, basic edits, or RAW files.
2. Relations between the contracting parties not governed by these Terms and Conditions or the Agreement shall be subject to the relevant provisions of the Civil Code unless expressly excluded.  
The Provider processes the Client's personal data contained in the Agreement or otherwise provided by the Client for the purposes of contract performance, fulfillment of legal obligations, or sending commercial communications with the Client's consent.  
The processing of personal data complies with Regulation (EU) 2016/679 (GDPR) and related Czech legislation.  
The Provider's Privacy Policy specifies how personal data are collected, used, stored, and shared, as well as the Client's rights, including the right to access, rectify, erase, withdraw consent, and file complaints with supervisory authorities.  
The Provider declares that:
  - i) personal data are processed in compliance with legal requirements;
  - ii) persons authorized to process personal data are bound by confidentiality;
  - iii) appropriate technical and organizational measures are in place to ensure the required level of data security; and
  - iv) in the event of a personal data breach affecting individuals' rights and freedoms, the Provider will notify the supervisory authority and, where applicable, the affected individuals.

3. The Czech Trade Inspection Authority (Česká obchodní inspekce), with its registered office at Štěpánská 567/15, 120 00 Prague 2, Czech Republic, ID No.: 000 20 869, website: <https://adr.coi.cz/cs>, is the competent authority for out-of-court settlement of consumer disputes.  
The online dispute resolution platform available at <http://ec.europa.eu/consumers/odr> may also be used.  
The European Consumer Centre Czech Republic, located at Štěpánská 567/15, 120 00 Prague 2, website: <http://www.evropskyspotrebitel.cz>, serves as the contact point under Regulation (EU) No. 524/2013 on online dispute resolution for consumer disputes.
4. If any dispute arises from the fulfillment of the Agreement, the contracting parties agree to attempt resolution amicably. Should an amicable resolution not be achieved, the competent courts of the Czech Republic shall have jurisdiction.
5. If any provision of these Terms and Conditions is found to be invalid or ineffective, the contracting parties shall agree on a new provision whose meaning most closely reflects the intent of the invalid or ineffective one.  
The invalidity or ineffectiveness of one provision shall not affect the validity or effectiveness of the remaining provisions.

In Tábor, on August 1, 2025

*Michaela Fischer*

### WITHDRAWAL FROM CONTRACT FORM

**Recipient:**

**I hereby declare that I withdraw from the contract:**

Full name:	
Address:	
Order Details:	
Email address (optional):	
Method for refund of received payments, or bank account number (optional):	

Date:

Signature: