

# Terms and Conditions

## Article I

### Introductory Provisions

1. These Terms and Conditions applicable to the provision of translation, interpreting, copywriting and other services (hereinafter the “**Terms and Conditions**”) (hereinafter the “**Services**”) by **Tite s.r.o., ID No.: 07586302, with its registered office at Pod Vyšehradem 1173/14, Podolí, 147 00 Prague 4**, or by **Barbora Kačénová Tite, as a sole trader, ID No.: 87795973, with her registered office at Pod Vyšehradem 1173/14, Podolí, 147 00 Prague 4**, (hereinafter the “**Provider**”, unless indicated otherwise) govern the rights and obligations of the Parties arising from their legal relations and are an integral part as well as a basis of any legal relations involving the Provider established hereunder and including, without limitation, contractual relations, subject to the written acceptance hereof by the Client. The Terms and Conditions are also accepted in writing if the Provider’s offer has been accepted or if the Provider has accepted the Client’s offer; any specific contractual provisions prevail over these Terms and Conditions.
2. If the Client places an order orally (by phone or in person), the contract is formed upon performance by the Provider and these Terms and Conditions are incorporated by reference therein.
3. **Contract** means a contract for work or another contract under Act No. 89/2012 Sb., the Civil Code, or under foreign legislation if agreed for the specific assignment.
4. Any references to “**written form**” also include communication by e-mail, fax or other electronic communication that implies the content of the legal act; such communication must also clearly imply the identity of the entity that makes the legal act.
5. The Terms and Conditions may be derogated from only subject to written agreement by both Parties, i.e. the Provider and the Client. Otherwise, any additional or conflicting terms of the Client will not apply to the situations under Paragraph 1 hereof.

6. Unless provided for otherwise, these Terms and Conditions also apply to relations with foreign Clients and will apply, with necessary modifications, to other contractual relations and assignment including, without limitation, consultancy, and information services.
7. Any relations not governed by these Terms and Conditions will be governed by the applicable provisions of Act No. 89/2012 Sb., the Civil Code, and in the case of clients in the capacity of consumers by Act No. 634/1992 Sb., on consumer protection, or as the case may be, by other legislation of the Czech Republic.
8. **Consumer** means any individual that enters into a contract or performs a contract outside the scope of his or her business activity. The consumer is an individual that orders services from the Provider for other purposes than doing business involving such goods and services. Provisions governing the protection of weaker parties, i.e. Article IX hereof and Article X(5) and (6) hereof will not apply to Clients that do not qualify as consumers.
9. Clients in their business capacity include individuals or legal entities that enter into a contract or perform a contract within the scope of their business activity. Clients in their business capacity are entitled to remedies for defective performance under the Complaints Policy under Article VIII hereof, and the right of withdrawal under Article X(1)-(4) hereof.

## **Article II**

### **Definitions of Terms**

#### 1. Definitions of Terms

Unless the context indicates otherwise, the following terms have the following meanings:

**Contract** means these Terms and Conditions.

**Intellectual property** includes all intellectual property rights including, without limitation, copyright, and related rights, right to the protection of information (including know-how and trade secret) and any other intellectual property rights of any Party.

**Confidential information** means all information related to Clients or their business that is not in the public domain.

**Interpreter** means a person designated by the Provider to provide interpreting services.

**Interpreting** means oral transfer (consecutive, simultaneous, or whispered). Interpreting excludes work with texts.

**Remote interpreting** means oral transfer when the Interpreter or another participant is not present at the site of Interpreting.

Remote interpreting excludes work with texts.

**Recording** means an audio or an audiovisual recording of Interpreting which belongs to the Interpreter

**Remote interpreting platform** means a videoconferencing platform for the transfer of image and sound, written communication, voting and document sharing.

**Written instructions** include any additional information and specification of the Client's requirements for Interpreting and Translation that are incorporated by reference into the contract.

**Background documentation** includes any texts and other forms of information or media provided to the Provider that include information about the services related to the Provider's activities.

**Translator** means a person designated by the Provider to provide Translation services

**Translation** includes written translation (preparation, translation and other activities related to translation such as adaptation, localization or transcreation).

**Third parties** include all parties that are not party to the contract.

### **Article III**

#### **Rights to the Background Documentation**

1. By providing the Background documentation to the Provider the Client warrants to the Provider that the Background documentation does not infringe, not even partially, any third-party rights, and the Provider received the Background documentation under such warranty. The Clients warrants that
  1. a) the Client has the authorization and capacity to enter into this Contract, holding all rights and licenses to the Background documentation in an extent necessary to enable the Provider to provide the Services;
  1. b) the Background documentation does not infringe any copyright or any third-party rights;

2. The Client is solely liable for any third-party rights infringement related to the Background documentation. Neither the Client nor any third parties are entitled to enforce remedies for interference with any third-party rights by the Provider's work with the Background documentation, with such an interference having cause in the content of the Background documentation. The Client agrees to compensate the Provider for any damage enforced against the Provider in the event of any interferences with third party rights in relation to the Background materials.

#### **Article IV**

##### **Fees: Binding Order Price and Non-Binding Quotation**

1. The fees for the Services provided by the Provider will be determined by the Provider considering:
  - the description of the Background documentation provided by the Client and/or
  - the Background documentation provided by the Client and/or
  - the description of Interpreting provided by the Client and/or
  - the length of Interpreting including the length of individual events or parts of the event, estimated arrival time of the Interpreter at the venue and/or
  - the time and date of Interpreting and/or
  - the venue of Interpreting and/or
  - the purpose of the Translation or Interpreting and the Instructions provided by the Client and/or
  - other case-by-case descriptions of the services to be provided by the Provider.
2. As part of the contracting process, the Provider first makes a non-binding quotation based on the details provided by the Client. Such a non-binding quotation, or price estimate, serves merely informative purposes. The Client responds to the non-binding quotation by placing an order; a contract is formed once the order is confirmed by the Provider or upon performance. For the avoidance of doubt, the Parties expressly agree that Provider has no obligation to accept the Client's order. A contract is formed once the Client received a written confirmation of the order sent on the basis of the Provider's quotation or once the services are actually provided by the Provider. The Client understands that, unless agreed otherwise, the quotation is valid for 48 hours after it has been sent. Therefore, the Client shall request an updated quotation

if the Client wishes to place an order after expiry of such time limit. Otherwise, the Provider cannot confirm either the date of the provision of services or the quoted price, and neither such placed order nor any subsequent steps are effective unless the Parties have agreed otherwise or unless the Parties have taken steps to the contrary.

3. The Provider will determine a binding order price for the services for the Client once the Provider has become acquainted with the Background documentation and has received a full and intelligible written Instructions from the Client. Therefore, if the Client requests other services in addition to the services specified in the Background documentation relied on to make a binding order price, a separate contract or an amendment to the original contract must be formed.
4. The prices estimated on the basis of the description of the Background documentation by the Client may be modified after the Provider or a person designated by the Provider has become acquainted with the Background documentation if the Provider or a person designated by the Provider believes that the description is incorrect or inaccurate.
5. The Provider bears the usual costs related to the delivery of Translation or Interpreting. If the delivery of the service to the Client involves higher costs than the standard costs related to the delivery of the service (e.g. a courier service, registered mail or a special shipment, travel expenses, accommodation and meal costs not accounted for in the quotation price on the order form), the Client will bear such additional costs.
6. If no price is expressly agreed, the Provider's pricelist, as amended, will apply. If the pricelist does not specify the price of the services, the usual price is deemed to be the price for the services.
7. The Provider provides guarantee of the price agreed in the Contract until the moment the services are provided to the Client. If the services are provided after the agreed date on ground on the Client's part, the Provider may vary the price of the services accounting for any additional costs incurred (including, without limitation, wasted time).

8. If any taxes, custom duties, transportation costs, charges or any other payments affecting the price of the services, are increased, or introduced after the contract has been formed, or if any other costs increase without the Provider having any control over such an increase, the price will be increased accordingly.
9. In the case of any text modifications or Client's requirements in relation to the provision of the services once they are already being provided, the fees or any additional fees may vary accounting for additional requirements.
10. If services are provided by **Tite s.r.o., ID No.: 07586302, with its registered office at Pod Vyšehradem 1173/14, Podolí, 147 00 Prague 4** in the Czech Republic, a value added tax at the applicable rate will be added to the price.

## **Article V**

### **Performance**

1. The time or deadline to provide the Services is specified in the order form or otherwise agreed in the Contract. The Provider cannot determine the deadline without becoming acquainted with the Background documentation or receiving full Instructions in writing.
2. The Client shall take over the completed assignment at a time and in a way specified in the Contract or a confirmed order form. The Client or the Client's authorized employee or agent shall confirm the receipt of the assignment in writing without undue delay. If the Client fails to do within 24 hours after the time of provision, or if the Client fails to insist on the delivery of the assignment in writing within 24 hours, the Provider is conclusively presumed to have delivered the assignment duly and timely as specified in the order form.
3. If the completed assignment cannot be delivered as agreed, the Parties will agree on an alternative mode of delivery. If an alternative mode of delivery cannot be agreed in advance, the Provider may determine such an alternative mode at the Provider's discretion. In such case, the costs of delivery will be borne by the Client.
4. If the Client does not accept the completed assignment in the absence of any grounds of serious nature recognized by both Parties, the assignment is considered

to be performed. In such case, the Provider may issue an invoice for the assignment and the Client shall pay it in full.

5. Interpreting services will be provided at a time and at a venue agreed in the Contract or a confirmed order form or otherwise agreed by the Parties. Unless agreed otherwise, the Interpreter shall arrive at the venue 15 minutes before the agreed commencement. If Interpreting is to be part of an audio or visual recording, the Provider must be informed thereof when agreeing the terms of Interpreting.
6. For the purposes of technical and terminological preparation, the Client agrees to provide the Provider with all Background documentation and other preparatory material (e.g. an agenda, minutes, promotional materials, internal documents, presentations) related to the assignment not later than 72 hours before the assignment; without limiting the generality of the foregoing, the Client shall provide the Provider with copies of any documents that are to be read aloud. If the Provider does not receive such copies, the Provider is under no obligation to provide Interpreting and the Client is not entitled to any discount and the assignment is considered to be frustrated by the Client in the respective extent; Article VII(1) hereof will apply. If the assignment includes screening of clips, movies, videos and other audiovisual materials, the Client shall make them accessible to the Provider by the same deadline to view them and duly prepare. If they cannot be made accessible to the Provider, the Client shall provide the Provider with a transcript. If the Client fails to do so, the Provider is under no obligation to provide Interpreting and the Client is not entitled to any discount and the assignment is considered to be frustrated by the Client in the respective extent; Article VII(1) hereof will apply.
7. Interpreting is intended solely for direct and immediate use by the listeners that are present at a time and at a venue as determined in the Contract or a confirmed order form or as otherwise agreed by the Parties. If the Client wishes to make a Recording of the Interpreting or any other service, this must be specified in the Contract since Recording may be subject to additional pricing arrangements. The Provider may refuse consent with making an audio or visual recording of the Interpreting if not agreed in advance. If the Client insists on making the Recording and the Provider refuses the consent, the assignment is considered to be frustrated by the Client under Article VII hereof. If the Provider and the Client have not agreed that an audio or video Recording will be made, the Client agrees to ensure that it will not be possible

to make an audio or video Recording during Interpreting by any person including third parties present during Interpreting (e.g. audience, conference participants).

8. The Provider reserves the right to have the person designated by the Provider to perform Interpreting services to make pauses between individual parts of the Interpreting assignment.
9. If the Client orders simultaneous interpreting, the Provider, or the Client, depending on the agreement of the Parties, shall make sure that a minimum of two interpreters are present in the booth for the specific language pair, as well as arrange for appropriate equipment during the entire time when Interpreting is provided. If the technical equipment is arranged for by the Client, the Client shall, with sufficient notice but not later than 72 hours before the Interpreting assignment, provide the Provider with a list of equipment available at the Interpreting venue. The list must be approved by the Provider. Otherwise, the Provider is not liable for proper provision of Interpreting services and may refuse to provide Interpreting services if the technical arrangements are insufficient; such an Interpreting assignment is considered to be frustrated by the Client under Article VII hereof. The equipment needed for simultaneous interpreting may be subject to contract between the Provider and the Client.
10. If Interpreting involves whispered interpreting, such Interpreting must not last more than 30 consecutive minutes. If such interpreting is to last more than 30 consecutive minutes, the Client must give a timely notice thereof to the Provider (not later than 48 hours before the Interpreting assignment starts) so that the Provider may arrange for a second interpreter at the Client's cost.
11. A standard business day of an interpreter includes 8 hours including breaks and interruptions. The Client shall arrange for meals for interpreters or provide them with sufficient time to arrange meals by themselves.
12. If Interpreting is provided for more days outside the place of the Interpreter's residence, the Client shall arrange for accommodation for the Interpreter in a single en-suite room unless agreed otherwise.

## **Article VI**

### **Confidentiality and Keeping Client's Documents Safe**



1. The Provider agrees to keep confidential all Background documentation provided by the Client during or before performance of the Contract unless agreed otherwise with the Client.
2. Interpreting is considered to be confidential if agreed by the Client and the Provider in writing.
3. Confidential Information excludes:
  - a) information that the Provider had before receiving it or acquainting with it in relation to this Contract;
  - b) information that the Provider received from another person that did not breach any confidentiality or non-disclosure obligations;
  - c) information that the Provider obtained or prepared autonomously regardless of the Client;
  - d) information that is in the public domain or generally known other than by Provider's breach or negligence; or information that the Provider is obliged to disclose in accordance with existing legislation or a decision by a public authority.
4. Notwithstanding the provisions hereof, the Client acknowledges that the Provider may consult third parties about terminology issues related to the assignment.
5. The Provider is liable for keeping safe the Background documentation including all copies of any documents and data on any type of medium, be it translation, interpreting or other services; if necessary, the Provider shall also arrange for a safe disposal thereof.
6. If providing Remote interpreting, the Interpreter or the Provider is not liable for any loss of data caused by failure of the Remote interpreting platform.

## **Article VII**

### **Cancellation or Frustration**

1. Unless agreed otherwise by the Client and the Provider, any cancellation, limitation, or frustration of the serviced ordered by the Client as a result of any act or omission by the Client or a third party renders the Client to be bound by the Contract or Binding quotation and the Client shall pay the agreed fees in full to the Provider.

2. The Provider may suspend the provision of services to the Client at any time if the Provider learns that the Client is insolvent, is subject to insolvency or enforcement proceedings or considered an unreliable VAT-registered entity and if the Client fails to arrange for a lawful payment for the services within 24 hours after being given the respective notice. This is, however, without prejudice to the Provider's right to suspend the provision of services to the Client. It is irrelevant whether the Client has become insolvent or subject to insolvency or enforcement proceedings or considered an unreliable VAT-registered entity before or during the provision of the services by the Provider. The Provider will give a notice of the suspension to the Client without undue delay; such suspension amounts to frustration of the services by the Client and Article VII(1) hereof will apply.
  
3. The Provider may, at any time, suspend the provision of services to the Client or refuse to provide the services if the Provider has not been provided with full Background documentation in advance, or if the Client or a person designated by the Provider learns, after the execution of the Contract, that the services are to be provided to entities that deal with issues contrary to legislation, good morals, public policy, ethical or moral standards (e.g. drug or arms trafficking) or if any security doubts arise (e.g. war regions or high-risk countries, work in height or in unsafe conditions without adequate safety equipment – failure to provide protective or safety equipment) in relation to the assignment to be performed by the Provider or a person designated by the Provider, or if the nature of the assignment is withheld from the Provider or if the assignment is not compatible with the terms described above or beliefs (religious, political etc.) of the Provider or the person designated by the Provider to perform specific services. Any refusal to perform the assignment on such grounds amounts to frustration of the service by the Client's act and Article VII(1) hereof will apply. Under no circumstances will the Provider be obliged to return to the Client any payments that have been already made.

## **Article VIII**

### **Complaints**

1. The Client may not require the Provider to use any terminology, abbreviations and acronyms or special terms of art if not specified in the Background documentation. If the Background documentation has not been provided by the Client or if it does not

contain such terminology, abbreviations, acronyms or terms of art, the Client is not entitled to complain due to failure to use them.

2. The Client shall provide the Provider with all information related to the assignment, including its purpose so that the Provider has all information necessary to duly perform the assignment. Any defects reported by the Client in violation of this provision will not amount to a defect of the services.
3. Grammar errors and meaning errors amount to defects of the provided services. Other errors including, without limitation, style errors do not qualify as defects that give rise to the right to complain. If the services do not contain any grammar or meaning errors, the services are deemed to be performed duly.
4. Any complaints must be filed by the Client with the Provider without undue delay after such defects of the service have been identified. A letter of complaint as well as the specification of the defects giving rise to the complaint must be sent to the Provider in writing. Any complaint that does not specify the defects is not duly filed.
5. In the case of Interpreting services, the complaint must be raised, or the defect reported, as soon as it has been identified during Interpreting, or after Interpreting has been completed, at the latest. If Interpreting services are provided for more days, the complaint must be raised and the defect reported at the end of the respective day. In the case of Interpreting, the defect may be reported, or the complaint raised with the Provider orally or by phone, and a written letter of complaint as required by Article VIII(4) hereof must be filed within 24 hours after the defect has been reported.
6. In the case of Remote interpreting, neither the Interpreter nor the Provider are liable for technical difficulties that may arise during the provision of the service. Technical difficulties include, without limitation:
  - a) Internet downtime;
  - b) power outages;
  - c) loss of sound;
  - d) loss of image.
7. In the case of Translation, copywriting or similar services, a defect is deemed to be duly reported if reported within 48 hours after the services have been provided to the Client by the Provider.

8. If the Provider finds the complaint to be legitimate, the Provider will remove any defects at the Provider's cost, if practicable, or will provide the Client with a reasonable discount corresponding to the extent of the defective services.
9. The Provider will be liable for any defects arising from defective services provided by the Provider only in the extent of the price for the services.
10. The Provider will not be liable, without limitation, for
  - a) indirect loss;
  - b) lost profit, manufacturing losses, loss of business, loss of business partners, reputational or trust damage, manufacturing limitations or limited-service provision, or any similar events;
  - c) personal injury;
  - d) damage or injury consequential to an injury suffered by the Client.
11. The Client is not entitled to retain any portion of the price for the services.
12. The Client expressly waives any rights to damages caused by the breach of obligations by the Provider or by operation of law unless such damage is caused by the Provider intentionally or by gross negligence.

## **Article IX**

### **Complaints by Consumers**

1. Clients in the capacity of consumers are entitled to all statutory rights, i.e. such Clients may raise complaints for defects of the service at the time of its takeover by the Client as well as any defects that appear within 24 months after the takeover. Clients may raise complaints for any defects of the services provided by the Provider that appear within such time. Clients shall notify the Provider of the defects without undue delay by sending a letter of complaint by e-mail or in writing.
2. Defects mean situations when the services lack properties defined by law, i.e. are not in compliance with the Contract. In the case of material defects, Clients may withdraw from the Contract or demand replacement services provided that the nature of the services allows them to be returned or handed over to the Provider. In other situations including non-material defects, Clients may request that the services be remedied or a reasonable discount be provided.
3. If Clients raise their complaint for defective services duly, the Provider shall dispose of the complaint without undue delay, but not later than within 60 days after receiving

the complaint. Such a time limit does not include the time necessary to make a professional assessment of the defects.

4. The Provider will send an e-mail to the Client confirming the receipt of the complaint; it must be clear from the e-mail when the complaint was received by the Provider, what rights were exercised by the Client and what remedies were sought.
5. The Provider will assess whether the complaint is legitimate, and once assessed, the Provider will inform the Client by e-mail of the way of disposing of the complaint.
6. The Client is bound by the Client's choice to seek certain remedies for defective performance, i.e. the right to have the defect removed, discount off the price, the right to replacement services or withdrawal from the Contract; the Client cannot change the choice unless agreed otherwise with the Provider.
7. Article VII(1)-(3) hereof will apply by analogy to consumers.

## **Article X**

### **Withdrawal**

1. Either the Client or the Provider may withdraw from the Contract if the other party commits a material breach hereof. A breach of obligations under Articles IV, V and VII hereof qualifies as a material breach hereof.
2. The Client is not entitled to withdraw from the Contract in the case of delayed performance unless the Client has specified in advance not to be interested in the service after the deadline. In the case of such default, the Client is entitled to a discount in proportion to the length of the delay.
3. A notice of withdrawal must be given in writing; e-mail communication qualifies as written form for the purposes hereof.
4. If the Client withdraws from the Contract, the Client shall pay the fee for the services that have been provided or for the part of the services that has been completed by the Provider regardless of the fact whether the completed part has been handed over to the Client.

5. Under Section 1829(1) of Act No. 89/2012 Sb., the Civil Code, Clients in the capacity of consumers may withdraw from distance contracts within 14 days of the execution thereof. This is without prejudice to other provisions of such Contract. If the Parties have agreed that the Provider will perform the Contract before the expiry of the withdrawal time limit, or if the Parties have agreed that the Provider will start working on the service before the expiry of the withdrawal time limit, the consumer is not entitled to withdrawal under this provision. The Parties have agreed on a default arrangement that the Clients in the capacity of consumers expressly request the Provider to start working on the service before the expiry of the withdrawal time limit.

## 6. Model Contract Withdrawal Form

“Notice of withdrawal from

Address: Provider’s address: .. .. .,

Please note that I hereby withdraw from contract, order No. ....

Date of order/date of receipt\*: .. .. ./.. ..

First name and surname of the consumer: .. .. .

Address of the consumer: .. .. .

Signature of the consumer (if the form is sent in a printed form): .. .. .

Date: .. .. .“

### **Article XI**

#### **Miscellaneous**

1. The Client shall not contact the Interpreter, Translator or any other persons cooperating with the Provider in providing the services without the Provider’s express consent. If the Provider grants such a consent, the Client shall not discuss with the Interpreter, Translator or any other persons cooperating with the Provider the terms of

the services; without limiting the generality of the foregoing, the Client shall not discuss the price for the services.

2. The Client shall not require the Provider, or any other person designated by the Provider to provide the services, to provide any additional services in excess of what has been agreed with the Provider; without limiting the generality of the foregoing, the Provider shall not request any minutes taking, guide services, organizational services or any company to social and business events (business lunch etc.). If Interpreting services are provided, the Client shall not request a written translation, written transcript of Interpreting, Recording or any similar services.
3. Any events of force majeure give rise to the Provider's right to postpone the deadline accounting for the time the respective event lasts and the time needed to restore operation. Events of force majeure include all events that make the provision of services more difficult or prevent it (including, without limitation, fire, floods, riots, wars, equipment destruction, lack of energy or raw materials) as well as any difficulties in transport and transport infrastructure regardless of the fact whether the events affect the Provider or a person designated by the Provider.

## **Article XII**

### **Final Provisions**

1. If the relationship between the Client and the Provider involves a cross-border element, the Client and the Provider make a choice of law and agree that their relationship will be governed by Czech law.
2. Upon placing an order, the Client accepts the risk of material adverse change under Section 1765(2) of Act No. 89/2012 Sb., the Civil Code.
3. The Client represents to have all information necessary to order and use the service. The Client further represents that any questions the Client may have had have been answered to the Client's satisfaction and understands the services ordered.
4. The Client has been given sufficient notice of these Terms and Conditions before placing the order and has had the opportunity to get acquainted with them.

5. Information about the technical steps that must be taken to execute the Contract follow from the procedure for placing an order as defined herein and the Client may check, or modify, the order before it is placed. These Terms and Conditions are accessible at [www.barboratite.cz/vseobecne-obchodni-podminky](http://www.barboratite.cz/vseobecne-obchodni-podminky) and the Client may store and copy them.
6. The Provider may amend or modify the wording of the Terms and Conditions. This is without prejudice to the rights and obligations established while the previous wording of the Terms and Conditions was in effect.
7. Sections 557, 1765, 1766, 1793, 1794, 1799, 1800, 1977-1979, 1998-2000, 2108 of Act No. 89/2012 Sb., the Civil Code, will not apply to the relationship between the Parties.
8. If any goods are shipped abroad, the Provider's place of performance is the Provider's registered office.
9. If any provision hereof becomes or is held invalid or unenforceable, such invalidity or unenforceability will be without prejudice to the validity and enforceability of the remaining provisions hereof. In such a case, the Client and the Provider have agreed to replace such an invalid or unenforceable provision with a valid and enforceable provision having, as far as permissible under applicable legislation, the same effect and purpose as the provision being replaced.
10. The Client acknowledges to have read and to understand the Terms and Conditions and not to consider any provision hereof to be unreasonable within the meaning of Section 1753 of Act No. 89/2012 Sb., the Civil Code, as amended. The Client represents to know the meaning of all the terms used herein and, if the Client has any doubts or is uncertain about the precise meaning of any term used herein, the Client expressly represents to have had the term explained or to have researched the term, and not to have any more uncertainties or doubts.
11. If these Terms and Conditions are available in more language versions, the Czech version will prevail in the case of any conflicts.



12. The Client and the Provider represent that any established business practices between them are expressed herein and agree not to rely on any practices or usage not explicitly following from the Terms and Conditions. These Terms and Conditions supersede any prior discussions, negotiations and agreements between the Provider and the Client in respect of the services.
13. The Client and the Provider agree to deal with any disputes arising from these Terms and Conditions preferably amicably. If an amicable settlement is not arrived at, the disputes will be settled by the court having territorial and subject-matter jurisdiction in the Czech Republic.
14. If any consumer dispute arises between the Provider and the Client in the capacity of a consumer that cannot be resolved by agreement of the Provider and the Client, the Client in the capacity of a consumer may refer the dispute to the authority dealing with out-of-court consumer dispute settlement, i.e. Czech Trade Inspection Authority, National Inspection Office, ADR Department, Štěpánská 15, 120 00 Prague 2.
15. The Terms and Conditions come into effect once they have been published.

Provider's contact details:

Tite s.r.o., ID No.: 07586302, Pod Vyšehradem 1173/14, Podolí, 147 00 Prague 4, Czech Republic, 00420 727 848 258, [barbora@tite.cz](mailto:barbora@tite.cz)

Barbora Kačenová Tite, ID No.: 87795973, with her registered office at Pod Vyšehradem 1173/14, Podolí, 147 00 Prague 4, Czech Republic, 00420 727 848 258, [barbora@tite.cz](mailto:barbora@tite.cz)

These Terms and Conditions enter into force and effect in Prague on 1 April 2020.