

Terms and Conditions EN

1. Introductory Provisions

1.1 These General Terms and Conditions (hereinafter referred to as "GTC") govern the rights and obligations of the contracting parties arising in connection with a contract for work, a service agreement, or any other similar contract (hereinafter referred to as the "Contract") concluded between:

- **Provider:** Pavel Vitikač, operating under the business name Studio Vitikač, with registered office at Bezručova 798/10, 400 01 Ústí nad Labem-Klíše, Czech Republic, ID No. (IČO): 29825431, VAT No. (DIČ): CZ0806036869 (natural person doing business pursuant to the Trade Licensing Act, not registered in the Commercial Register). The Provider is identified for VAT purposes in the Czech Republic pursuant to Section 6g of the Czech VAT Act.
- **Client:** A natural person or legal entity entering into a Contract with the Provider.

1.2 The Provider's services include, in particular but not exclusively, graphic design, web application development, consulting services, operation of a client portal (CRM), and web application hosting (hereinafter referred to as the "Services").

1.3 These GTC are intended exclusively for contractual relations with entrepreneurs (B2B). Deviating arrangements in a written Contract shall take precedence over the provisions of these GTC.

1.4 These GTC are drawn up in the Czech language. If these GTC are translated into another language (e.g., English or German) for the Client's convenience, the Czech version shall always prevail in the event of any ambiguities, discrepancies, or differences in interpretation.

2. Conclusion of Contract and Subject Matter of the Work

2.1 The Contract is concluded based on communication with the Client, following which the Provider issues a written offer or order confirmation. The Contract is concluded at the moment the Client gives written approval of the offer (email suffices) or upon payment of the advance invoice.

2.2 The subject matter of the Contract is the creation of a work in accordance with the specification and scope agreed upon between the Provider and the Client. The specification of the work is usually described in a written offer, an annex to the Contract, or in other agreed email communications.

2.3 Any changes or extensions to the original specification of the work shall be considered work beyond the scope of the original agreement and shall be invoiced separately, based on a new price quotation.

2.4 If the Client unilaterally cancels (terminates) an already commenced project/website development before its completion without fault on the part of the Provider, the Client is obliged to reimburse the Provider for the time demonstrably spent and work performed up to the moment of cancellation, amounting to at least the already paid advance payment.

3. Price and Payment Terms

3.1 The price for the Services is determined individually in the price quotation or Contract and is usually expressed either as a fixed amount or as an hourly rate.

3.2 The Provider is entitled to request an advance payment of 40% of the total price of the work. Project execution shall commence only after the advance payment is credited to the Provider's bank account.

3.3 The maturity period of invoices is 14 days from the date of issuance, unless agreed otherwise. In the event of late payment, the Provider is entitled to charge the Client a late payment interest of 0.1% of the overdue amount for each day of delay.

3.4 The final invoice shall be issued after proper handover and acceptance of the work by the Client, or after the vain expiration of the feedback period pursuant to clause 4.2 of these GTC.

3.5 The price for the Services may be agreed in CZK, EUR, or USD. All bank fees associated with invoice payments (especially intermediary bank fees for cross-border payments outside the SEPA area) shall be borne by the Client. Payment is considered settled at the moment the full agreed amount is credited to the Provider's bank account.

3.6 For Clients with their registered office or place of business in another EU Member State who are taxable persons (VAT payers / EU VAT ID), taxation is

subject to the Reverse Charge mechanism pursuant to Article 196 of Council Directive 2006/112/EC. In such case, the Client is obliged to declare and pay VAT in their own country. The Client is obliged to provide the Provider with their valid VAT ID prior to concluding the Contract.

4. Rights and Obligations of the Parties and Use of Client CRM

4.1 The Provider undertakes to perform the Services with professional care, in the agreed quality, and on time. The Provider is obliged to inform the Client about the progress of work and any obstacles that might affect the deadline for completing the work or rendering the Service.

4.2 The Client undertakes to provide the Provider with all necessary information, materials, and cooperation within agreed deadlines. The Client is obliged to provide feedback on the work within agreed deadlines. If the Client fails to do so within 5 business days of a request, the work in that phase shall be deemed accepted without reservations. The Client undertakes to pay the price for the work properly and on time.

4.3 Previews of graphic outputs and unfinished works will be made available in the client CRM or a shared folder. Full access to all final products will be granted to the Client only after full payment of the entire price of the work.

4.4 If the Provider grants the Client access to its client CRM software, the Client is obliged to protect their login credentials (username and password) against misuse by third parties. The Provider bears no responsibility for unauthorized access to the Client's account or data leaks caused by the Client's negligence in handling login credentials.

5. Handover and Acceptance of the Work

5.1 The Provider shall invite the Client to accept the work as soon as the work is completed and ready for handover.

5.2 The Client is obliged to inspect the work within 5 business days of the call. If the work complies with the specification, the Client shall confirm its acceptance. If the Client does not express their stance within this period, the acceptance fiction rule pursuant to clause 4.2 shall apply.

5.3 Minor defects and imperfections that do not prevent the proper use of the work are not grounds for refusing acceptance. Such defects shall be removed

within the framework of warranty service.

6. Consulting and Advisory Services

6.1 Consultations, workshops, and analytical meetings agreed as part of the work creation process (website development, graphics/brand creation) are included in the total price of the work or charged according to the agreed project scope.

6.2 Standalone consultations provided outside the scope of active work development (e.g., independent advisory or ongoing consultations for existing clients) are provided based on an individual price quotation or at a pre-agreed hourly rate.

6.3 The exact date, form (online/in-person), and content of the consultation must be agreed upon between the parties well in advance. The Provider reserves the right to refuse a consultation if its requested content exceeds the scope of agreed services or the Provider's expertise.

7. Intellectual Property Rights

7.1 Property rights to the created work (including graphics, source codes, and other elements) remain the property of the Provider until the full price of the work is paid by the Client.

7.2 Upon full payment of the entire price for the work, the Provider grants the Client a non-exclusive, irrevocable, and time-unlimited license to use the work. This license entitles the Client to the following acts:

- **7.2.1** Use and reproduction of the work for the Client's internal needs.
- **7.2.2** Public exhibition of the work, which includes making the web application or graphics accessible to the public (e.g., on the internet).
- **7.2.3** Modification and processing of the content of the work for the Client's own needs.

7.3 The granted license does not entitle the Client to the following acts unless agreed otherwise in writing:

- **7.3.1** Granting licenses to third parties: The Client may not lease, sell, sub-license, assign, or otherwise provide the work or its parts for use to third

parties (e.g., as a template for creating other websites or as a product for resale).

- **7.3.2 Commercialization of the work:** The Client may not use the created work for purposes that would compete with the Provider's business activities (e.g., reselling the code as proprietary boxed software).
- **7.3.3 Modifications by third parties:** Any interventions into codes, design, or application functionality carried out through third parties during the warranty period shall result in the immediate termination of the warranty and the Provider's liability for defects. In such cases, the Provider is not obliged to provide free technical support or service.

7.4 The Provider has the right to present the completed work in its portfolio for marketing and reference purposes, unless agreed otherwise in writing.

8. Web Application Hosting and Server Administration

8.1 The Provider ensures the hosting of web applications on its server and network infrastructures (hereinafter referred to as "hosting"). For reasons of security, compatibility, and functionality guarantees, web applications are developed and operated exclusively on the Provider's infrastructure (Provider's hosting). Operation of the created website on the Client's own server or third-party servers is not permitted unless an individual regime is agreed in writing.

8.2 The hosting service is provided on the basis of a separate contract or agreement specifying the service parameters.

8.3 The Client is obliged to comply with hosting usage rules, in particular not to store content on the server that violates laws and not to engage in activities that could disrupt server operation or third-party rights.

8.4 The Provider undertakes to maintain server operation with maximum care, but bears no responsibility for outages caused by factors beyond its control (e.g., third-party attacks, natural disasters, failures of connectivity or electricity suppliers, etc.). The Provider also bears no responsibility for content stored on the Client's websites.

8.5 In the event that the Client violates the hosting usage rules, the Provider is entitled to temporarily suspend or terminate the provision of the hosting service.

8.6 The hosting service is usually prepaid for a pre-determined period. In the event of early termination of hosting or cancellation of the service by the Client during an already prepaid period, financial funds paid for hosting (nor any proportional part thereof) shall not be refunded.

9. Confidentiality and Personal Data Protection

9.1 The contracting parties undertake to maintain confidentiality regarding all confidential information learned in connection with the performance of the Contract.

9.2 The Provider undertakes to process the Client's personal data in accordance with applicable legislation, in particular Regulation (EU) 2016/679 of the European Parliament and of the Council (GDPR). Detailed information on personal data processing is provided in the Privacy Policy document available on the Provider's website.

10. Liability for Defects, Claims, and Limitation of Liability for Damages

10.1 The Provider is liable for defects that the work has at the time of its handover to the Client. The Client is obliged to claim defects in writing without undue delay after discovering them.

10.2 The Provider undertakes to remove defects of the work free of charge within a reasonable period if they are duly and timely reported.

10.3 The warranty period for the work is 12 months. The warranty does not apply to defects caused by improper use, unauthorized intervention by the Client or third parties, nor to defects arising from defective source materials supplied by the Client.

10.4 The Provider shall not be liable for lost profits, indirect or consequential damages of the Client arising in connection with the use of the work, CRM outages, or hosting. The total aggregate liability of the Provider for any proven damage caused to the Client from any title in connection with the performance of the Contract is limited by the contracting parties to a maximum amount actually paid by the Client to the Provider for the given work or service.

11. Final Provisions

11.1 These GTC are valid and effective as of August 1, 2026. The Provider reserves the right to unilaterally amend the GTC. The Client shall be informed of any changes at least 30 days in advance via email or within the client CRM. If the Client disagrees with the change, they have the right to terminate the Contract before the effective date of the change. If they fail to do so, they shall be deemed to have accepted the new version of the GTC.

11.2 All legal relations established by the Contract or related thereto shall be governed by the legal order of the Czech Republic, in particular Act No. 89/2012 Coll., the Civil Code. The application of the UN Convention on Contracts for the International Sale of Goods (CISG) is hereby expressly excluded.

11.3 The contracting parties undertake to resolve any disputes arising from the Contract or in connection therewith primarily through amicable settlement. In the event that a dispute cannot be resolved amicably, the dispute shall be decided by the materially and locally competent court of the Czech Republic according to the Provider's registered office.