

General Commercial Terms and Conditions

OPENING PROVISIONS

1. These general commercial terms and conditions of the company **SMW Startups s.r.o.**, Company Number: 07609051, Taxpayer Identification Number: CZ07609051, having its registered office at nám. Českých bratří 36/1, Liberec V-Kristiánov, 460 05 Liberec, registered at the Regional Court in Ústí nad Labem, file C 42614 (hereinafter referred to as the "**Provider**"), govern reciprocal rights and obligations between the Provider and the User. Such rights and obligations are established in connection with the materials provided by the Provider by way of user interface at the mywowenglish.com portal (hereinafter referred to as the "**Portal**").
2. Rights and obligations established between the Provider and the User which these general commercial terms and conditions do not govern are governed by the Czech legal order, in particular the relevant provisions of Act No. 89/2012 Sb., the Civil Code, as amended (hereinafter referred to as the "**Civil Code**"), Act No. 634/1992 Sb., on consumer protection, as amended, and Act No. 101/2000 Sb. on personal data protection, as amended. The application of choice-of-law rules of the Czech legal order is precluded.
3. Regulation of rights and obligations which differ from these general commercial terms and conditions may only be arranged in a separate contract entered into by and between the User and the Provider. Variant arrangements in a separate contract prevail over the provisions of these general commercial terms and conditions.
4. The User may be a consumer or a business undertaking.
5. A consumer is whoever enters into a contract with the Provider or who deals with it in any other way outside the scope of his/her business activity or outside the scope of the independent undertaking of his/her occupation.
6. A business undertaking is whoever independently undertakes, at its own expense and on its own responsibility, gainful activity by trading or in a similar way with the intention of doing so systematically for the purpose of achieving profit. In accordance with these general commercial terms and conditions, a business undertaking is also whoever enters into a contract relating to its own commercial, production or similar activity or in the independent undertaking of an occupation or a person who acts on behalf of or at the expense of a business undertaking.
7. The provision of material is for the purposes of these general commercial terms and conditions understood to be the Provider making available to the User, in exchange for payment, digital content (in particular electronic books, applications, game applications, visual material or audio-visual teaching material) for personal use by the User and at the same time the provision of authorisation to the User to use the digital content (in particular electronic books, applications, game applications, visual material or audio-visual teaching material) in the manner and to the extent laid down in these general commercial terms and conditions. Particular material might contain more than one part of electronic books, visual materials or audio-visual teaching materials, or a combination thereof.
8. A contract is, for the purposes of these general commercial terms and conditions, the completion of an order for material and the payment thereof. The order and payment of more than one piece of material might constitute the content of one contract.
9. By buying material from the Provider, the User does not obtain the right to use registered trade marks, commercial names, company logos and similar rights of the Provider or of its contractual partners, unless the User and the Provider arrange otherwise in a separate written contract.
10. By entering into a contract the User confirms that it has familiarised itself with the content of these general commercial terms and conditions and with the communications of the Provider prior to entering into the contract and that it considers the content of these general commercial terms and conditions to be clear and understandable.
11. The Provider has the right to amend or supplement these general commercial terms and conditions without the obligation to inform the User in advance or thereafter. The wording of

the general commercial terms and conditions shown on the Portal at the time of entering into a contract are binding for that contract.

12. The User may find the current wording of these general commercial terms and conditions at the Portal.

COMMUNICATIONS BY THE PROVIDER PRIOR TO ENTERING INTO A CONTRACT

1. The costs of using remote means of communication do not differ from the basic rate (in the case of Internet or telephone connection, according to the terms and conditions of the operator of the User), whereby the Provider does not charge the User any further fee.
2. The Provider does not require an advance on the payment for material. The Provider demands the payment of the price of material pursuant to the order placed by the User at the Portal.
3. The User does not enter into a contract the subject-matter of which would be repeat performance or which would be for an indefinite term.
4. The prices of materials specified at the Portal are shown including value added tax, other taxes and duties and licence fees.
5. Unless provided otherwise in the general commercial terms and conditions, a User who is a consumer may withdraw from a contract within a term of 14 days, commencing the date of entering into the contract. However, the User may not withdraw from a contract by way of which the Provider has, with the prior express consent of a User who is a consumer, provided performance prior to the passing of the time limit for withdrawal from the contract and on the other grounds laid down in the provisions of Section 1837 of the Civil Code. The User may not withdraw, according to the provisions of Section 1837(l) of the Civil Code, in the case of a contract the subject-matter of which is material as digital content supplied not on a physical medium.
6. If withdrawing from a contract, a User who is a consumer covers the costs associated with the return of goods and in the case of a contract entered into by remote communication the costs of the return of goods if such goods cannot be returned by normal post on account of their nature.
 7. The User is obliged to pay a commensurate part of the price in the case of withdrawal from a contract whose subject-matter is the provision of services and whose performance has already commenced.
 8. A User who is a consumer may lodge all complaints with the Provider by e-mail at: support@mywowenglish.com.
9. If the Provider and a User who is a consumer fail to reach agreement on a compromise solution in a dispute, the consumer may contact Česká obchodní inspekce (Czech Trade Inspection Authority), ADR section, with an application to initiate the extra-judicial resolution of the dispute. The particulars of an application, a description of the course of proceedings and other information to concern the extra-judicial resolution of a dispute can be found at www.coi.cz.

USER ACCOUNT

1. The User must be duly registered and have a user account in place at the Portal to be able to order material and enter into a contract.
2. The User registers at the Portal. The User is obliged to state accurate and truthful data and to update these in the user account when they change. The User is obliged to complete all data for the registration of the user account required by the Provider.
3. The User is obliged to secure the user account with a user name and password.
4. The User may not allow third parties to use its user account.
5. The Provider is authorised to cancel the user account of a User if that User is in breach of the obligations arising from these general commercial terms and conditions. If the user account is cancelled by the Provider, the User loses access to the content of its user account.

ORDERING MATERIAL AND THE PROVISION OF MATERIAL

1. Orders of material are regulated by these general commercial terms and conditions.
2. The current price of material is specified at the Portal for the relevant range of material as the final price, including value added tax and any other taxes or duties and the licence fees associated with the material. The Provider does not charge the User any costs for the delivery of material.

3. After signing into its user account at the Portal, the User selects the required material and adds this to the virtual shopping basket as an order. After paying the price of the selected material, that material is made available to the User for a period of 30 calendar days following payment. The making available of material is functional on normal hardware and software (on normal Internet browsers) or via an application for mobile devices.

4. By entering into a contract (completing an order and paying the price of the selected material), the User agrees that the material shall be made available to it immediately, i.e. it agrees that the material shall be made available to it prior to the passing of the time limit for withdrawal from the contract in accordance with the provisions of Section 1829(1) of the Civil Code.
5. The User pays the price of the selected material by payment card (authorised to make payments over the Internet) via the virtual payment gateway at the Portal.
6. The Provider issues the User with a tax document for the paid price of the material once the contract has been entered into. The tax document is sent to the User by electronic mail to the e-mail address stated in its user account.
7. Material might also be made available to the User based on a special code which the User receives in electronic or printed format. The code must be entered in the user account at the Portal in the "Use code" section. After entering the code, the material is made available to the User according to the terms and conditions specified in the voucher with printed special code.
8. The material provided to the User based on a contract or special code is made available to the User for the arranged period of time at the Portal in the "My library" section of the user account. The territorial usage of material is not restricted.
9. The User is not authorised to change material, interfere with it in any way or combine it with other materials or works. The User is not authorised to translate material into other languages or to convert it to another format.
10. The User is not authorised to use the material commercially.
11. The User is not authorised to circumvent the technical means of protection of the rights to material. Such encroachments are deemed to be encroachment on copyright and breach of these general commercial terms and conditions.

WARRANTY CLAIMS AND WITHDRAWAL FROM A CONTRACT

1. Should the User find that the material exhibits faults, it is authorised to exercise rights from defective performance (make a warranty claim) with the Provider, in writing at support@mywowenglish.com.
2. When making a warranty claim, the User must state:
 - a. the e-mail address to which it registered its account;
 - b. the material in question;
 - c. when it entered into the contract of purchase of which the claimed material is the subject-matter;
 - d. how the fault to the claimed material is manifested.
3. The User is obliged to make a warranty claim for a fault to material without undue delay after learning of the fault.
 4. The fact that the User was unaware that the content of material is the delivery of intangible digital content is not the ground for a warranty claim.
5. A warranty claim, and the removal of the fault, shall be handled without undue delay, and not later than within 30 days of the date of making the warranty claim, unless the Provider and the User agree otherwise. The Provider informs the User of the handling of the warranty claim by electronic mail, unless the Provider and the User agree otherwise.
6. The Provider is not accountable for the proper functioning of the data network of the User, the public data network, the hardware of the User, the software of the User or any encroachments of third parties on these areas.
7. The Provider is not accountable for the inability to use the material for the reason that the User does not own the software or hardware required to use the material.
8. The Provider is authorised to interrupt access to the Portal or the user account, without compensation, with regard to the need to upkeep its own hardware and software.
9. The User may cancel an order at any time until the instant of payment for the order of material.
10. Since the material is delivered to the User at the instant of entering into a contract, the material is not delivered on a physical medium and the User has given its consent

to the instantaneous delivery of material following the conclusion of the contract, the User may not, according to the provisions of Section 1837(I) of the Civil Code, withdraw from the contract within a time limit of 14 days of the date of entering into the contract without having another legal ground for doing so.

11. The User may only withdraw from a concluded contract on legal grounds. Withdrawal from a contract may be done in writing by sending an e-mail to support@mywowenglish.com.
12. Should the User withdraw from a contract, the Provider shall refund the monies received to the User into the relevant payment account and shall do so not later than 14 days following the delivery of withdrawal from the contract.

PERSONAL DATA PROTECTION

1. By registering at the Portal, a User / consumer consents to the provision and processing of his/her personal data, i.e. first name and surname, e-mail addresses, country of residence, data for the payment of an order (bank account number, payment card number or number of another virtual payment account). A User / business undertaking consents to the provision and processing of its personal data, including registration and identification number.
2. The personal data of the User shall be processed and stored for the purposes of maintaining the user account, identifying the User and keeping records of payments for materials.
3. The personal data of the User shall be processed and stored, in an automated way, for the absolutely required period of time.
4. The Provider is the personal data processor.
5. When processing and storing the personal data of a User, the Provider is obliged to proceed in accordance with the legal regulations in force and to fulfil the obligations imposed on it by such regulations in connection with personal data processing.

These general commercial terms and conditions enter into force and effect on 1.6.2019.