

GENERAL TERMS AND CONDITIONS

1. CONTACT DETAILS OF THE SELLER

Operator: SCIENTIFIKA, s.r.o.

Address: Purkyňova 2350/91 612 00, Brno

ID: 17955424, registered in the Commercial Register kept by the Regional Court in Brno, Section C, File No. 132283

Email: info@kongrescos.cz

Phone: +420 775 370 954 (not for purchases)

2. INTRODUCTORY PROVISIONS

2.1. Online store. These terms and conditions define and specify the rights and obligations of the seller and the buyer within the contractual relationships concluded through the website <https://www.kongrescos.cz/2024/>. This is an informational website for the 24th Congress of the Czech Orthodontic Society (hereinafter referred to as the "Conference"), in which part <https://kongres.orthodont-cz.cz/regitrace-uzivatele> (hereinafter referred to as the "Portal"), tickets for the Conference and other additional services can be purchased.

2.2. Buyer. The buyer is any person who, in accordance with these terms and conditions, makes a purchase on the Portal. Registration is required for purchase. Due to the applicable legal regulations, a distinction is made between a buyer who is a consumer, i.e., one who does not act within the scope of their business or other entrepreneurial activity when concluding and fulfilling the contract, and a buyer who is not a consumer, i.e., one who acts within the scope of their business when concluding and fulfilling the contract.

The buyer agrees to the use of distance communication means when concluding the purchase contract. The costs incurred by the buyer when using distance communication means (internet connection costs) are borne by the buyer.

2.3. Ticket means a non-transferable document in electronic form sent by the seller to the buyer's email address, which entitles the holder to entry to the Conference and to use other purchased services at the Conference (hereinafter referred to as the "Ticket").

2.4. Agreement to the terms and conditions. The buyer has the opportunity to familiarize themselves with these terms and conditions on the Conference website <https://www.kongrescos.cz/2024> before submitting their order and is sufficiently notified in advance. By submitting their order, the buyer confirms that they have familiarized themselves with these terms and conditions and agrees to them. A link to the terms and conditions is also sent to the buyer by email upon order confirmation. The provisions of the terms and conditions are an integral part of the purchase contract.

2.5. Reviews. Due to the one-time nature of the event, customer reviews are not provided.

3. PRICE, PAYMENT TERMS, AND DELIVERY COSTS

3.1. Price. Information on the price provided by the seller is binding except for obvious errors. Prices are final, including all taxes (e.g., VAT) and fees, including delivery costs, which are exclusively electronic. The price is stated in the price list and is available after the buyer registers on the Portal. The price varies for individual customer groups, and early purchases are offered at a discounted price. Prices are stated in Czech crowns.

3.2. Payment method. Payment can be made by the following methods:

- payment card via the GoPay payment gateway on the Portal;

- bank transfer to the seller's bank account no. [account no. 131-1823800257/0100 IBAN for payments from abroad: .[IBAN CZ33 0100 0001 3115 2513 0267].

A payment confirmation is part of the purchase contract confirmation, which will be sent to the buyer no later than 14 days after the payment is credited to the account.

3.3. Delivery costs. The conclusion and performance of the contract take place exclusively electronically (via the internet). For this reason, we strongly urge buyers to exercise caution when entering their email addresses.

4. CONCLUSION OF THE CONTRACT

4.1. Tickets. Through the Portal, the following tickets and additional services for the Conference can be purchased according to the offer on the Portal:

- Conference ticket;
- Workshop tickets;
- Tickets for social events organized as part of the Conference;
- Catering services.

4.2. Order. The buyer can make a purchase of a Ticket by placing an order on the Portal – by clicking the "Order with payment obligation" button. Pressing the "Order with payment obligation" button by the buyer constitutes a proposal to conclude a purchase contract. The seller shall immediately confirm the acceptance of the order by email. The confirmation message will include a link to these terms and conditions, including the rules for handling personal data, and payment instructions.

4.3. Conclusion of the Purchase Contract. The purchase contract is concluded at the moment of acceptance of the order by the seller and crediting the purchase price for the Ticket to the seller's account. All paid orders made through the Portal are binding for both the buyer and the seller.

4.4. Error Correction. In case the buyer discovers an error in the order, especially in their personal or contact details, they shall promptly notify the seller and provide the correct details. The buyer is responsible for providing the correct and functional email address.

5. CONFERENCE ENTRY

5.1. QR Code. Upon the seller's confirmation of the purchase contract to the buyer, the buyer is definitively registered on the Conference participant list. No later than 1 week before the start of the Conference, the buyer will receive a QR code via email, enabling entry to the Conference and the use of purchased services.

5.2. In the event the buyer does not receive the QR code (e.g., due to providing an incorrect email address), valid identification documentation can be presented at the conference for verification.

6. ORDER CANCELLATION AND WITHDRAWAL FROM THE CONTRACT BY THE CONSUMER-BUYER

6.1. Withdrawal Period. The consumer-buyer may withdraw from the contract within 14 days from the delivery of the purchase contract confirmation, regardless of the payment method. The consumer-buyer is entitled to withdraw from the contract at any time before receiving this confirmation. Due to the nature of the event, the consumer-buyer expressly agrees that if the Ticket is purchased within 14 days or less before the Conference, the last day for withdrawal from the contract is the day preceding the Conference start date. In accordance with § 1837 para. 1 letter a) of the Civil Code, the consumer-buyer does not have the right to withdraw from the contract on the Conference start date, as expressly notified by the seller.

6.2. Exercise of Withdrawal. The consumer-buyer shall send the withdrawal from the contract to the seller within a 14-day period from the delivery of the purchase contract confirmation to the email address stated in the header of these terms and conditions. The consumer-buyer may exercise the withdrawal from the contract

in any form; however, it is necessary to provide personal information, order number and date, enabling clear identification, and bank details for refunding. The consumer-buyer is not required to state the reason for withdrawing from the contract. A withdrawal from the contract form template can be found, for example, on the Czech Trade Inspection website: <https://www.coi.cz/userdata/files/dokumenty-ke-stazeni/odstoupeni-od-smlouvy-formular.docx>

6.3. Refund. The seller is obliged to refund the amount corresponding to the Ticket price to the consumer-buyer within 14 days from the receipt of the contract withdrawal. Unless agreed otherwise, the refund will be made in the same manner as the payment was received from the buyer.

6.4. Odstoupení kupujícího-podnikatele. Kupující-podnikatel není oprávněn od smlouvy odstoupit, s výjimkou situací upravených v kogentních ustanoveních občanského zákoníku.

6.5. Withdrawal by the Business-Buyer. The business-buyer is not entitled to withdraw from the contract, except for situations regulated by mandatory provisions of the Civil Code.

6.5. Seller's Withdrawal from the Contract. The seller has the right to withdraw from the purchase contract if performance becomes impossible and no agreement is reached with the buyer on new performance. The seller is also entitled to withdraw from the contract in the event of Conference cancellation or partial program cancellation by the scientific organizer or in the case of an obvious price error. The seller also notifies the buyer that the contract is not concluded if there are justified doubts about the true identity of the buyer or in the case of obvious errors in the provided information. In such a situation, the seller will promptly contact the buyer to agree on further steps. In case the buyer has already paid part or the entire purchase price, this amount will be refunded to their account as soon as possible.

7. DEFECTIVE PERFORMANCE (CLAIMS)

7.1. Rights and obligations of the contracting parties regarding rights arising from defective performance shall be governed by the relevant statutory regulations, especially the Civil Code.

CLAIMS PROCESS FOR CONSUMER-BUYERS

7.2. Claim submission. Consumer-buyers may lodge claims regarding deficiencies in the provided services during the Conference or promptly after its conclusion to the above-mentioned email address of the seller. Any subsequently discovered defects must be reported without undue delay after the consumer-buyer becomes aware of them. The service defect can be claimed at the latest within six months from the Conference.

The seller notifies the buyer that it is not possible to claim the scientific content of the event itself, as this is provided by the scientific organizer and depends on the participant's subjective impression.

7.3. Deadline for handling claims. The seller shall decide on the claim promptly, and in complex cases, within thirty (30) working days. Failure to meet this deadline is considered a material breach of the contract. The seller shall send the buyer a written confirmation to their email address, stating when the buyer asserted their rights, the content of the claim, the desired method of handling the claim, and confirmation of the date and method of handling the claim.

7.4. Rights arising from defective performance. In the event of defective provision of services, consumer-buyers have the following rights in particular:

- The right to free remedy if such remedy is possible (especially if the claim is made during the Conference);

- The right to a reasonable price reduction;
- The right to withdraw from the contract (if the defect constitutes a material breach of the contract).

The buyer is not entitled to rights arising from defective performance if:

- They were aware of the defect before the service was provided;
- They caused the defect themselves, especially by violating these terms, instructions, or legal regulations.

8. CONFERENCE CANCELLATION AND CHANGES

8.1. Conference Cancellation. In the event of conference cancellation by the scientific organizer, buyers will be informed of the cancellation within seven (7) days from the announcement of the cancellation to their email address provided during the order process, along with instructions on how and where to claim a refund of the Ticket price. No compensation for other expenses (transportation, accommodation, insurance, etc.) will be provided.

8.2. Change of participant. If the buyer cannot attend the Conference, they are entitled to request a change of name on the participant list from the seller and provide a QR code for entry to a third party. The seller will comply with the buyer's request unless there are reasons worthy of special consideration.

8.3. Conference program changes reserved.

9. DATA PROTECTION, IP, AND COOKIES

9.1. Personal Data Protection. The seller undertakes to proceed in such a way that the data subject does not suffer harm to their rights, especially the right to maintain human dignity, and also ensures protection against unauthorized interference with the private and personal life of the data subject. Detailed information on the collected personal data, including the rights of the data subjects, is provided in a separate document following these terms and conditions.

9.2. Cookies. The seller only collects so-called technical cookie files, i.e., small text files sent by the websites visited by the user to their end device, where they are stored and subsequently sent back to the respective websites when the user visits them again. Technical cookie files are used solely for the purpose of communication transmission via electronic communication networks or to the extent necessary for the information service provider explicitly requested by the participant or user to provide this service. Technical cookie files enable proper browsing or use of the websites and are not used for any other purposes. The seller does not use other cookies.

9.3. IP address. The Portal automatically identifies the buyer's IP address. An IP address is a number automatically assigned to the buyer's computer upon connecting to the Internet. All this information is recorded in a server log file, allowing subsequent data processing for statistical purposes, showing the number of page views on the Portal, the number of visits to web services, the order of visits, access points, etc.

10. FINAL PROVISIONS

10.1. Legal Framework. All contractual relationships arising between the buyer and the seller upon conclusion of a purchase contract under these terms and conditions are governed by the legal regulations of the Czech Republic, especially Act No. 89/2014 Coll., the Civil Code, as amended. These terms and conditions are drawn up only in the Czech language. The purchase contract can be concluded in Czech or Slovak. The concluded purchase contract will be archived by the seller, but for technical reasons, it will not be available to the buyer.

10.2. Severability Clause. If any provision of these terms and conditions is invalid or unenforceable, it shall not affect the validity of the other provisions. They shall remain valid and enforceable according to the conditions stated therein.

10.3. Website Operation. The seller reserves the right to change or remove any part of the website's content at any time without prior notice or to suspend the website's operation for an indefinite period.

10.4. Complaints Handling. Complaints from buyers are handled by the seller via the seller's email address.

10.5. Oversight. The seller is authorized to conduct business based on a trade license. The relevant trade licensing authority conducts trade inspections within its scope. Supervision over the protection of personal data is carried out by the Office for Personal Data Protection. The Czech Trade Inspection Authority performs, among other things, supervision over compliance with Act No. 634/1992 Coll., on Consumer Protection, as amended.

10.6. Codes of Conduct. The seller is not bound by any codes of conduct concerning the buyer within the meaning of Section 1826 (1) (e) of the Civil Code.

10.7. General Dispute Resolution. Disputes between the seller and the buyer are resolved by general courts.

10.8. Out-of-Court Consumer Dispute Resolution. A consumer who is a consumer has the right to out-of-court consumer dispute resolution from a purchase contract or a contract for the provision of services under the Consumer Protection Act (No. 634/1992 Coll.). The entity authorized to conduct out-of-court dispute resolution is the Czech Trade Inspection Authority. Further information is available on the website www.coi.cz. Out-of-court consumer dispute resolution is initiated exclusively at the consumer's request, only if the dispute could not be resolved directly with the seller. The proposal can be submitted no later than 1 year from the date the consumer first asserted their right, which is the subject of the dispute, to the seller.

The consumer has the right to initiate out-of-court dispute resolution online through the ODR platform available at: ec.europa.eu/consumers/odr/.

The buyer can also seek advice on their consumer rights from dTest, o.p.s. via www.dtest.cz/poradna or by phone at 299 149 009. The Czech Trade Inspection Authority oversees compliance with obligations under the Consumer Protection Act (No. 634/1992 Coll.) (www.coi.cz).

11. ADDITIONAL INFORMATION

The scientific organizer of the Conference is the Czech Orthodontic Society, ID: 45246157, registered office: Slavojova 270/22, 128 00 Prague 2, entered in the public register kept by the Municipal Court in Prague, Section L, File No. 2938.

These terms and conditions shall take effect on 1 February 2024.

Subject to change.

INFORMATION FOR BUYERS REGARDING THE PROCESSING OF PERSONAL DATA

Data Controller:

SCIENTIFIKA, s.r.o.

Address: Purkyňova 2350/91, 612 00, Brno

ID: 17955424, registered in the Commercial Register kept by the Regional Court in Brno, Section C, File No. 132283

Email: info@kongrescos.cz

(hereinafter also referred to as "seller")

Legal Basis for Processing:

Purchase of tickets and additional services for the Conference – 24th Congress of the Czech Orthodontic Society (hereinafter referred to as the "contract")

Providing personal data is an obligation of the data subject – the buyer (hereinafter referred to as the "buyer"), arising from the aforementioned contract.

Purpose of Processing:

Providing services according to the contract concluded with the buyer.

Processed Personal Data of the Buyer:

Name, email, billing address, employer and job position, dietary restrictions.

Recipients of Personal Data:

Scientific organizer of the Conference: Czech Orthodontic Society, ID: 45246157, Address: Slavojova 270/22, 128 00 Prague 2, registered in the public register maintained by the Municipal Court in Prague, Section L, File No. 2938;

Accounting company SATELLES s.r.o. Metelkova 1534/30, 664 34 Kuřim.

Duration of Personal Data Processing:

Personal data will be processed for the duration of the validity of the contract and after its termination, it will be handled in accordance with applicable legal regulations, especially Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016 on the protection of natural persons with regard to the processing of personal data and on the free movement of such data, and repealing Directive 95/46/EC; Act

No. 110/2019 Coll., on the processing of personal data, as amended, and Act No. 499/2004 Coll. (the Archives and Records Service Act and on amendments to certain acts), as amended.

Buyer's Rights:

The right to access personal data means that the buyer has the right to obtain information from the controller – the seller – as to whether it processes their personal data, and if so, what data is involved and how it is processed. The buyer also has the right to request that the controller – the seller – correct inaccurate personal data concerning them without undue delay upon their request. The buyer has the right to supplement incomplete personal data at any time.

The right to erasure of personal data, in other words, represents the obligation of the controller – the seller – to erase personal data it processes about the buyer if certain conditions are met and the buyer requests it.

In certain cases, the buyer has the right to request that the controller – the seller – restrict the processing of their personal data. The buyer has the right to object at any time to processing based on the legitimate interests of the controller – the seller, a third party, or necessary for the performance of a task carried out in the public interest or in the exercise of official authority.

The right to data portability allows the buyer to obtain the personal data they have provided to the controller in a structured, commonly used, and machine-readable format. The buyer can then transfer this data to another controller, or if technically feasible, request that the controllers transmit it to each other.

The right to withdraw consent to the processing of personal data does not apply, as the buyer's personal data is processed for the purpose of fulfilling the contract concluded with the buyer, not based on consent to processing.

If the buyer is dissatisfied with the processing of their personal data carried out by the controller – the seller in any way, they may lodge a complaint directly with them or contact the Office for Personal Data Protection.