

GENERAL BUSINESS TERMS AND CONDITIONS

Supplier: **Vornica s.r.o.**, company ID: 24726494, registered office: Bítovská 1225/38, Michle, 140 00 Prague 4, Czech Republic, File Reference: C 169185 kept at the Municipal Court in Prague, (hereinafter referred to as the “**Supplier**”).

The Supplier’s contact details are:

email: cm@cristinamuntean.com and mobile: 00420 776 574 925.

1. INTRODUCTORY PROVISIONS

- 1.1. These general business terms and conditions (hereinafter referred to as the “**Business Terms and Conditions**”) shall regulate the rights and obligations of the parties regarding the offer, order, purchase and provision of the further defined services offered by the Supplier.
- 1.2. The services shall be offered by the Supplier and may be ordered and purchased via the websites at the internet addresses:
www.vornica.com and www.vornica.academy (hereinafter referred to as the “**Websites**”).
- 1.3. The Supplier shall be the service provider. The instructor shall be the person assigned by the Supplier. The customer shall be a natural person or legal entity who is interested in and has ordered the service. The customer may be a consumer or business. The consumer shall be a person that does not act within the scope of his professional or business activity. The participant shall mean the person personally using the service and can be a person other than the customer assigned by him.

2. SERVICES

- 2.1. The service shall mean the service offered by the Supplier and ordered by the customer which shall be the subject matter of the service contract concluded between the Supplier and customer via the Websites.

- 2.2. The Supplier shall offer and provide the services presented on the Websites (hereinafter referred to as the “**Service**” or “**Services**”), this shall particularly involve Services in the following areas:
 - a) learning, training, and personality development for companies and individuals,
 - b) coaching and mentoring,
 - c) video courses and other video content,
 - d) all and any developmental and educational activity online – webinars, online courses, etc.,
 - e) foreign stays with personal participation,
 - f) consulting in strategic corporate communication for companies and individuals,
 - g) other services regarding strategic management of content, brand journalism, personal branding, development and people leadership, etc.

- 2.3. The Supplier shall offer and provide the following types of Services in the following ways:
 - a) Instructor services in the form of online video courses, online audio recordings available on the Websites and presentation instructions in the personal presence of the instructor and participant.
 - b) consulting services, including in the form of online consulting and remote consulting using different teleconferencing platforms,
 - c) coaching and mentoring services, including in the form of online coaching/mentoring sessions.

- 2.4. The content and scope of the Service shall be more closely specified on the Websites. The Supplier may also offer Services and products in other areas, as well as different types and ways of providing Services, according to its current offer on the Websites, while the Business Terms and Conditions shall also apply to them accordingly.
- 2.5. The Services shall be provided in English.
- 2.6. The Supplier shall also offer a free “online community” service as a customer bonus, in which it shall freely provide some Services at the Supplier’s discretion (webinars, videos, panel discussions, talks, presentations and workshops with active participation, etc.). By purchasing the Service from the Supplier or his own registration with the online community (on the dates written out by the Supplier and with the Supplier’s consent), the customer shall become a member of the online community. Providing the Service shall be done voluntarily by the Supplier and be discretionary for customers, therefore the Supplier may refuse to provide these Services to customers at any time, and may exclude any customer from the online community, the customer as a member of the online community shall not be obliged to use this Service and the customer may deregister from this Service at any time and not be a member of the online community.

3. SERVICE CONTRACT

- 3.1. The subject matter of the Contract is to provide a service (hereinafter referred to as the “**Contract**”) is the Supplier’s commitment to provide the customer with a Service and enable the customer or other participant to use the Service and the customer’s commitment to pay the Supplier a price for providing the Service. The Contract shall be concluded in English. The Contract shall be concluded via the Websites. In an exceptional case the Contract may also be concluded in a different way and the Business Terms and Conditions shall be applied in such a case.

- 3.2. The customer acknowledges that that the precondition for ordering and providing any Service shall be the arranging of an online audio call/phone call with the Supplier via the Websites when the Supplier shall consider whether the customer in question is qualified for the Service in question, or whether the request Service is appropriate for the customer. Any Services provided by the Supplier shall be at its discretion and during the call the Supplier may decide not to provide the Service to the customer. If the Supplier makes a favourable assessment during the call, the customer may take the next steps in purchasing the Service (making and completing the order of the Service and paying for this Service).
- 3.3. In the offer of the Websites the Supplier invites customers to make offers for the purpose of concluding the Contract. The customer shall express his will to conclude the Contract by filling in and sending the order via the Websites. The process and individual steps leading to the conclusion of the Contract shall be made clear in the order process on the Websites. The customer can check and correct the order before actually sending it.
- 3.4. The Supplier shall express its will to conclude the Contract by confirming the customer's order using the customer's email address which the customer shall provide in the order. The Contract shall come into force with the delivery of the Supplier's confirmation of the customer's order to the customer. As of this instance mutual rights and obligations shall be established between the Supplier and customer as defined in the Contract and the Business Terms and Conditions which shall constitute an integral part of this Contract.
- 3.5. The order shall include the customer's consent to the Business Terms and Conditions which shall be available on the Websites so the customer can examine and save them. By sending the order the customer affirms that he has familiarised himself and agrees

with the Business Terms and Conditions. These Business Terms and Conditions shall constitute an integral part of the concluded Contract. When concluding the Contract the customer shall receive an email confirming the order with an attachment containing the current version of the Business Terms and Conditions in pdf format.

- 3.6. Costs for the use of remote means of communication (phone, internet, etc.) for the purpose of the order shall be of the usual amount depending on the tariff of the provider of these Services which the customer uses, and the customer shall bear these costs.
- 3.7. The customer's right to use the Service shall be established with the conclusion of the Contract and payment of the Service price.

4. PRICE OF SERVICES AND PAYMENT TERMS

- 4.1. The Service price shall be presented on the Websites. The price shall be final and include VAT or other charges which the customer shall be obliged to pay. The customer shall not pay any other costs for delivery of the Service. The offer of the Service and price shall apply for the period that the Service in question and price are presented on the Websites.
- 4.2. The customer shall receive a tax document – invoice within seven days at the latest after the Supplier's email confirming the order. The Service price must be paid within the deadline stated in the tax document before the Service is used. Until the payment of the price of the face-to-face learning, the customer shall be treated as a substitute with the risk that he shall not subsequently be provided with the Service for capacity and organisational reasons.

- 4.3. Payment of the Service price shall be made by wire transfer to the bank account stated in the tax document or by payment on-line by a payment card – via the secure Stripe payment system. The price of the face-to-face learning may in an exceptional case be paid in cash on site before the start of learning.

5. TERMINATION OF THE CONTRACT, CANCELLATION TERMS

- 5.1. The Contract can be terminated by agreement. The customer shall be entitled to conclude the agreement on the termination of the Contract. This participant shall not be entitled to this right. The Contract shall also be terminated once it is fulfilled.
- 5.2. The customer – consumer shall have the right to withdraw from the Contract without giving a reason within a deadline of 14 days as of the conclusion date of the Contract, if the Contract was concluded using remote means of communication or outside business premises. If the consumer decides to use this right, he must send the notice of withdrawal from the Contract to the Supplier by the 14th day as of the day following the conclusion of the Contract. The consumer shall be obliged to send the notice of withdrawal from the Contract to the Supplier's address stated in the heading of the Business Terms and Conditions or by sending an email message. To withdraw from the Contract the form template can be use in the annex to the Business Terms and Conditions, confirmation of the acceptance of which shall be sent by the Supplier to the consumer without undue delay.
- 5.3. The customer – consumer may not withdraw from the Contract if the Service was fulfilled with his prior explicit consent before the expiry of the deadline for withdrawal from the Contract and the Supplier shall notify the consumer before the conclusion of the Contract that in such a case he does not have the right to withdraw from the Contract – the Supplier shall use this notification to so do in such cases.

- 5.4. If the Service shall not be provided for reasons on the part of the Supplier, the customer shall be entitled to a refund of 100% of the Service price. If the customer or other participants shall not be able to use the Service, the customer undertakes to inform the Supplier of this fact immediately. If the customer or participant is unable to use the Service for reasons on his part, he shall not be entitled to a refund of its price nor an exchange for a different service.
- 5.5. The rule for face-to-face learning shall be that if the customer withdraws from the Contract in a certain period, the Contract shall be terminated and the customer shall not be entitled to a refund of the further stated Service price or a part thereof (deposit). The non-refunded part of the Service price shall, by agreement between to parties, be off-set in the cancellation fee and costs related to the termination of the Contract.
- 5.6. The Supplier reserves the right to cancel the Service – face-to-face learning in the following cases:
 - a) no later than 3 days prior to the course, the course is not filled with the minimum number of participants, i.e. a minimum of 8 persons,
 - b) another serious, difficult to overcome obstacle (such as sickness of the instructor or an accident at the place of the course, if alternative premises are not found) prevent the provision of the Service.
- 5.7. In case that the Service is cancelled according to the previous paragraph, the Supplier undertakes to notify the customer of this fact without undue delay. Likewise, the Supplier shall be entitled to offer the customer the use of a Service at an alternative date or a refund of the Service price paid, whereas it is up to the customer to choose who undertakes to make the choice immediately. Changes to the Contract shall not be a reason for making a complaint.

- 5.8. If there is an entitlement to a refund of the Service Price or a part thereof, the Supplier shall refund the customer within 14 days as of the date of the establishment of the claim by transfer to the customer's bank account, the number of which the customer shall state or in another agreed way.

6. COMPLAINTS PROCEDURE

- 6.1. In case that the Services are not provided according to the Contract and these Business Terms and Conditions, the customer shall be entitled to complain about the defects of the Service to the Supplier's address stated in the heading of these Business Terms and Conditions (or the email address in these Business Terms and Conditions). If the Supplier acknowledges the customer's complaint as justified, it shall rectify the situation at its own costs, particularly by providing a discount from the Service Price or a refund of the Service price or enabling free participation in the use of a different Service.
- 6.2. The complaint shall be settled without undue delay, but no later than within 30 days as of the date of making the complaint, unless the Supplier agrees otherwise in writing with the customer. The Supplier shall issue the customer with written confirmation of when he made the complaint, its content and the way he wants it settled. The Supplier shall also issue the customer with confirmation of the date and way that the complaint is settled, including confirmation of the rectification. If the complaint is rejected, the Supplier shall issue the customer with a written reason for this rejection.
- 6.3. The customer has the right to reimbursement of the necessary costs in connection with the enforcement of the rights arising from the complaint. In case of a clearly unjustified complaint, the customer shall not be entitled to the reimbursement of his costs connected with the settlement of the complaint and simultaneously the Supplier shall not be entitled to the reimbursement of the costs it incurs.

7. FURTHER RIGHTS AND OBLIGATION OF THE PARTIES

- 7.1. The customer or his assigned participant shall be entitled to use the Service. The customer undertakes to secure the prior consent to these Business Terms and Conditions also from the participants taking part in the use of the Service based on their concluded Contract and in accordance with these Business Terms and Conditions.
- 7.2. The customer shall take part voluntarily in the use of the Service and at his own liability, and acknowledges that the offered Services come in the form of personal or corporate development, and any later claims to compensation for material and non-material damages caused by using the Services shall be excluded. All information shall be intended exclusively for study purposes and, with the exception of cases of individual consulting, shall serve as general recommendations without the knowledge of the specific situation of the individual customer. The Supplier shall not be liable for the way in which customers apply its advice, including advice as part of individual consulting, in practice, and therefore shall not assume liability even for the specific decision of the customer and its possible consequences.
- 7.3. The customer must have a valid internet browser and high speed internet connection (broadband) (or also installed teleconferencing software for online and remote consulting) to use the Services provided in the form of teleconferencing, online video courses and online audio recordings.
- 7.4. After paying the Service price for online video courses and online audio recordings, the Supplier shall send access details to the customer allowing the customer access to the provided Service. The customer shall gain access to online video courses and online audio recordings for the time that they are available on the Websites. The access

details shall be specific to one computer IP address. Access and playback of online video courses and online audio recordings shall not be anonymous as the Supplier shall record the IP address of each access. Online video courses and online audio recordings shall not be available on DVD and shall not be possible to download into a computer to watch later without being connected to the internet. The customer undertakes not to download online video courses or audio recordings to his hard disk or other offline or online media devices intended for storing digital data. Likewise, the customer also undertakes not to make any audio-video recordings as part of the online video course. All these and other activities of a similar nature shall contradict these Business Terms and Conditions, and the Supplier shall be entitled to refuse the customer access.

- 7.5. The stated online video courses and online audio recordings, including materials for face-to-face learning, shall be subject to copyright protection and may not be reproduced, disseminated, rented, leased, exhibited or lent to third parties and the content may not be disclosed to the public in any form.
- 7.6. After paying the price of the Services provided online, the Supplier shall individually agree with the customer on the date of providing the Service.
- 7.7. After paying for the price of the Services involving face-to-face learning, the Supplier shall send the customer well in advance all information for participating in the learning before the learning starts.

8. PERSONAL DATA PROTECTION

- 8.1. By placing the order in accordance with these Business Terms and Conditions, the customer gives consent so the Supplier can process and collect the customer's personal data stated in the order, in particular: name, surname, date of birth, email

address, phone number, residential address/registered office, business name, job title, country of origin and billing details such as the ID Number and Tax ID Number.

- 8.2. In case of interest in managing a client card/online community service, the customer shall give consent so the Supplier can process these personal data: name, surname, date of birth, email address, phone number, business name, job title, country of origin, country of current residence, gender, nationality, language preference/language for communication, career goals, login name as part of the Skype platform, membership of common organisations, links to profiles on social media (LinkedIn), any results of making videos or personality tests and its evaluation, recommended developmental process and its changes. Providing these data is voluntary and the customer gives his consent to manage a client card and for entry in the online community.
- 8.3. Consent is given for the entire period of the contractual relationship, unless a special law specifies a longer period. The customer shall be entitled to withdraw his consent in writing at any time.
- 8.4. The Supplier shall be entitled to process and collect the personal data provided by the customer for the purposes of offering and providing business and Services provided by the Supplier.
- 8.5. The customer explicitly declares that he gives consent to visual and visual-audio recordings being made during the provision of Services involving face-to-face learning or during active webinars. The Supplier shall be entitled to further use these recordings and make them public on the Websites, in business materials as well as part of the Supplier's authorship created by the Supplier, while the Supplier shall for these purposes use the made recordings in all ways in accordance with Czech Act No. 121/2000 Coll., on Copyright and Related Rights and on Amendments to Certain Acts, as amended, free of charge with respect to persons shown in these recordings.

- 8.6. If the participant shall be a person different from the customer based on the Contract concluded by him, the customer undertakes to obtain the participant's prior consent in the meaning of this article of the Business Terms and Conditions and explicitly declares that he shall obtain such prior consent before the participant takes part in using the Service. If such consent is not presented, the Supplier shall not be obliged to provide the Service.
- 8.7. The Supplier shall also be entitled to process and collect the details of the email address for the needs of disseminating business messages according to Czech Act No. 480/2004 Coll., on Certain Information Society Services, as amended. In particular, the Supplier shall send the regular newsletter on its Services and news by email to customers; the customer shall unsubscribe at any time from receiving the newsletter.

9. FINAL PROVISIONS

- 9.1. These Business Terms and Conditions shall come into force and effect as of 1 June 2022. These Business Terms and Conditions shall be made available at the Supplier's registered office or as a document on the Websites.
- 9.2. All contractual relationships concluded in accordance with the law of the Czech Republic and all commitments from the purchase of the Service, its provision and in connection therewith shall be governed by the law of the Czech Republic. The contractual relationships not regulated by the Business Terms and Conditions shall be governed by Czech law, in particular the Civil Code (Act No. 89/2012 Coll., as amended), and if the other party shall be the consumer then also by the Czech Act on Consumer Protection (Act No. 634/1992 Coll., as amended).

- 9.3. The resolution of disputes is negotiated by agreement as falling under the courts of general jurisdiction in the Czech Republic. It is negotiated that disputes between businesses shall be resolved by a court of local jurisdiction according to the Supplier's registered office while maintaining the substantive jurisdiction of the court.
- 9.4. According to the Act on Consumer Protection, the consumer shall have the right to an out-of-court resolution of a consumer dispute arising from the Contract. The entity of substantive jurisdiction for out-of-court resolution of consumer disputes in the Czech Republic is the Czech Trade Inspection Authority (www.coi.cz).

Annex: Contract Withdrawal Form:

Contract Withdrawal Notice

Addressee: **Vornica s.r.o.**, company ID: 24726494, registered office: Bítovská 1225/38, Michle, 140 00 Prague4, Czech Republic, File Reference C 169185 kept at the Municipal Court in Prague, email: cm@cristinamuntean.com.

I hereby give notice that I am withdrawing from the Service Contract: (service data to be completed by the consumer)

Service order date: (service data to be completed by the consumer)

Service receipt date: (service data to be completed by the consumer)

Name and surname of the consumer: (service data to be completed by the consumer)

Address of the consumer: (service data to be completed by the consumer)

Date and signature of the consumer: