

**EDUnino, s.r.o.**

with registered office at Urcicka 1286/35, 796 01 Prostějov, the Czech Republic  
Company ID: 10956689, VAT number: CZ10956689,  
registered at the Regional Court in Brno, file C123827  
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**General terms and conditions of use of electronic "education" and "testing" systems of the company EDUnino, s.r.o.**

**1. Introduction**

- a. These terms and conditions govern all contractual relationships of EDUnino, s.r.o. (hereinafter referred to as "EDUnino"), which it enters into in connection with the use of its electronic "education" and "testing" systems with its clients.
- b. All contractual relationships are concluded in accordance with the legal order of the Czech Republic. If the contracting party is a consumer, relationships not regulated by the commercial terms and conditions are governed by the Civil Code (No. 89/2012 Coll.) and the Consumer Protection Act (No. 634/1992 Coll.). If the contracting party is not a consumer, relationships not regulated by the commercial terms and conditions are governed by the Civil Code (No. 89/2012 Coll.).
- c. Any disputes arising from contracts concluded under these terms and conditions between EDUnino, s.r.o. and its clients will be resolved by Czech courts in accordance with the applicable legal regulations of the Czech Republic.
- d. These terms and conditions are accessible on the websites [www.edunino.cz](http://www.edunino.cz), [www.edunino.com](http://www.edunino.com), [www.edunino.online](http://www.edunino.online), [www.brainmondo.com](http://www.brainmondo.com), thus enabling their archiving and reproduction by the client.

**2. Definition of terms**

- a. Electronic "education" and "testing" systems are the websites of the company EDUnino [www.edunino.cz](http://www.edunino.cz), [www.edunino.com](http://www.edunino.com), [www.edunino.online](http://www.edunino.online), [www.brainmondo.com](http://www.brainmondo.com) and other product websites of individual courses and programs created by the company EDUnino, intended for use by the client (hereinafter referred to as the "website").
- b. A client is a legal entity or natural person who has concluded a contract with EDUnino, the subject of which is the provision of digital content and services in EDUnino's electronic education and testing systems.
- c. A client - consumer is any person who, outside the scope of their business activity or outside the scope of the independent performance of their profession, concludes a contract with EDUnino or otherwise interacts with it.
- d. A client who is not a consumer is an entrepreneur. An entrepreneur is also considered to be any person who concludes contracts related to their own commercial, production or similar activities or in the independent performance of their profession, or a person who acts in the name or on behalf of an entrepreneur.

**3. Use of the website and applications**

- a. The client is not authorized to use the website or its parts in any way other than for their own use within the educational course, in particular, its use in the form of distribution and copying or further technical processing is prohibited without the demonstrable consent of EDUnino. Any interference with the technical or material content of the website by the client is also prohibited.
- b. The teacher information system is used by teachers to organize and record practice and testing. They can use this system fully in accordance with the teaching process.
- c. When using the website, it is necessary for the client to take note of their technical system requirements (published on the product website) and comply with them.
- d. The client is authorized to use applications (for mobile phones, tablets and personal computers) only on devices that are not modified in violation of the security measures of the manufacturers of mobile phones, tablets or computers.

**4. Order**

- a. A binding order can be placed directly on the website, in the application, sent by email, by post, or handed over in person to an EDUnino sales representative.
- b. A duly completed order is considered a draft contract. EDUnino reserves the right to reject an order within three days of receipt if:
  - i. it was filed by a person or representative of the company who in the past violated their obligations and duties arising from the contract concluded with EDUnino, in particular if they did not pay the agreed fee properly and on time;

- ii. performance according to the order would be contrary to EDUnino's business policy or legal regulations.

## **5. Conclusion of the contract**

- a. The client agrees to the use of distance communication means when concluding a contract with EDUnino. All costs incurred by the client when using distance communication means in connection with concluding a contract (internet connection costs, telephone call costs, etc.) are borne by the client.
- b. The contract can be concluded in the Czech language, or in other languages, unless this is the reason for the impossibility of concluding it.
- c. If the client is a consumer, the proposal to conclude a contract (offer) is the placement of the course offered by EDUnino on the website or in a mobile application, the contract is formed by sending a request for an order by the client - consumer and acceptance of the order by EDUnino. EDUnino will immediately confirm this acceptance to the consumer by sending an informative e-mail to the consumer's specified e-mail, but this confirmation does not affect the formation of the contract. The resulting contract (including the agreed price) can be changed or canceled only on the basis of an agreement between the parties or on the basis of legal reasons.
- d. If the client is not a consumer, the proposal to conclude a contract is the request to order a course sent by the buyer, and the purchase contract itself is concluded at the moment of delivery of EDU's binding consent to the client with this proposal or at the moment of commencement of the provision of services according to the order.
- e. By concluding the contract, the client confirms that he has read and agrees to these terms and conditions. The client is sufficiently informed of these terms and conditions before placing the order and has the opportunity to familiarize himself with them.
- f. Information about the individual technical steps leading to the conclusion of the contract is evident from the ordering process on the website and the client has the opportunity to check and possibly correct the data being filled in before sending the order.
- g. The concluded contract is archived by EDUnino for the purpose of its successful fulfillment and is accessible only to EDUnino.

## **6. Delivery and payment terms**

- a. EDUnino provides free sample access. Once payment is made, the relevant functions are enabled in the ordered scope. When paying online, the functions are available immediately. When paying by bank transfer, the functions are typically available within 2 business days. The client is notified of the activation of the services by means of a payment document (invoice).
- b. For the services provided, EDUnino is entitled to remuneration according to the EDUnino price list of services valid at the time of delivery of the order to EDUnino. Prices are listed including all taxes and fees. In the case of a contract whose subject is repeated performance, the price for one billing period (month) is the amount corresponding to the proportion of the price listed in the price list and the number of months for which the contract was concluded.
- c. EDUnino accepts payments by bank transfer, MasterCard or Visa, Visa Electronic, Maestro via an online payment gateway and other payment methods specified in the order process.
- d. The fee is payable on the basis of a confirmed order by sending a Payment Request to the client. The Payment Request is due on the 7th day from the date of issue, unless otherwise agreed. EDUnino will issue a tax document to the client within 15 days of receiving the payment.
- e. EDUnino reserves the right to condition the commencement of the provision of services upon payment of an advance payment in the agreed amount and in the agreed manner.

## **7. Complaints and withdrawal from the contract**

- a. The client has the right to complain about the delivered service if the service does not meet the declared properties and parameters.
- b. In the event of a content error, EDUnino will create an immediate fix that will be published as soon as possible (application fix).
- c. EDUnino is entitled to withdraw from the contract if:
  - i. the client is in default with the payment of the fee to EDUnino;
  - ii. the client demonstrably damages the good reputation of EDUnino or its trademarks;
  - iii. the client uses the system in violation of Article 3 of these terms and conditions.
- d. The client is entitled to withdraw from the contract if there is a demonstrable complete interruption of the provision of services by EDUnino for a period longer than 5 business days, except in cases caused by force majeure. The period

of interruption of service provision begins when the client notifies EDUnino in writing or by e-mail about the interruption of the service and invites it to remedy the situation.

**8. Consumer rights to withdraw from the contract**

- a. If the contract is concluded using means of distance communication (via the Internet), the consumer has the right to withdraw from the contract without giving any reason within 14 days of the conclusion of the contract, provided that he has not started to use the service. The withdrawal from the contract must be sent to EDUnino within this period.
- b. To withdraw from the purchase contract, the consumer may also use the sample form, which is an annex to these terms and conditions. The consumer may send the withdrawal from the contract to the address of the EDUnino company's premises or to the EDUnino company's e-mail address.
- c. In the event that the consumer withdraws from the contract in accordance with the previous paragraphs, EDUnino will return the funds received from the consumer within 14 days of the consumer's withdrawal from the contract, and if technically possible, in the same way in which EDUnino received them from the consumer, unless the consumer explicitly specifies otherwise.
- d. The consumer's right to withdraw from the contract expires upon the start of using the service based on the consumer's explicit request, which the client had available for normal testing (normally supplied applications allow for full testing of the product). An explicit request by the consumer according to the previous sentence is also considered to be the case when the consumer logs into the website using his/her access data. A service available for testing is considered to be a sample, unlimited access to the service - the so-called demo.
- e. The consumer does not have the right to withdraw from the contract in the case of contracts:
  - i. when you could fully try out the complete service and evaluate its full functionality,
  - ii. on the delivery of an audio or video recording or a computer program, if their original packaging has been damaged,
  - iii. for the delivery of digital content, unless it was delivered on a tangible medium and was delivered with the consumer's prior express consent before the expiry of the withdrawal period and EDUnino informed the consumer before concluding the contract that in such a case he does not have the right to withdraw from the contract.

**9. Entity for out-of-court settlement of consumer disputes**

If a consumer dispute arises between EDUnino as a seller and a client-consumer, the consumer has the right to an out-of-court settlement. The subject of the out-of-court settlement pursuant to Act No. 634/1992 Coll., on Consumer Protection, is the Czech Trade Inspection Authority. All details on the out-of-court settlement are provided on the website of the Czech Trade Inspection Authority [www.coi.cz](http://www.coi.cz).

**10. Privacy Policy**

- a. EDUnino declares that it protects personal data in accordance with Act No. 101/2000 Coll., on the Protection of Personal Data, as amended.
- b. EDUnino undertakes not to present, transfer or otherwise manipulate personal data provided by clients when using the website without the consent of the user. EDUnino is entitled to contact the client with a request to verify the accuracy of the personal data provided.
- c. The client agrees to the processing of personal data by EDUnino for the purposes of implementing the rights and obligations under the concluded contract, for the purposes of maintaining a user account, and for the purposes of sending information and commercial communications to the client.

**11. Final provision**

- a. The contractual relationship is defined according to the legal system of the Czech Republic.
- b. Deviating agreements between the contracting parties in the contract take precedence over these terms and conditions.
- c. The Client hereby expressly and without any reservations declares that he has no debts towards EDUnino. If so, the Client shall attach a specific list of such debts to his order.
- d. These terms and conditions come into effect on March 1, 2023, thereby superseding the previous terms and conditions.