

General terms and conditions

I.

Introductory provisions

These General Terms and Conditions (the "Terms and Conditions") are issued pursuant to § 1751 and the following Act No. 89/2012 Coll., Civil Code, as amended (hereinafter referred to as the "Civil Code")

The University of South Bohemia in Ceske Budejovice,
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established: Branišovská 1645/31a, 370 05 Ceske Budejovice

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(hereinafter referred to as the "**seller**")

1. The terms and conditions regulate the mutual rights and obligations of the seller and the natural or legal person who concludes the purchase contract outside his business activities as a consumer, or in the course of his business activities (hereinafter: "**Buyer**") through a web interface located on the website available on the <https://remotewaterquality.com> website or <https://remotewaterquality.eu> website (the "**Online Store**").
2. The provisions of the terms and conditions are an integral part of the purchase contract. Provisions deviating from the terms and conditions can be agreed in the purchase contract. The derogating arrangements in the purchase contract take precedence over the provisions of the terms and conditions.
3. The purchase contract and terms and conditions are drawn up in Czech and English. The purchase contract can be concluded in Czech language. In the event of a conflict between the Czech language version of the Terms and Conditions and their translation into another language, the Czech language version of the Terms and Conditions applies, regardless of the reason for which the translation was obtained.
4. The wording of the terms and conditions may be amended or supplemented by the seller. This provision shall be without prejudice to rights and obligations arising during the period of effectiveness of the previous version of the Terms and Conditions.
5. For the purposes of these General Terms and Conditions:
6. a) „e-shop“ means a computer program — an internet application which is available on the Internet via an internet address <https://remotewaterquality.com>, or <https://remotewaterquality.eu>, the main functionality of which is the display, selection and ordering of services by the user;

b) „purchase contract“ means a contract within the meaning of ust. §2079 and the follow-up to the Civil Code concluded between the Operator as the seller and the user as the buyer through the e-shop.

d) "operator" is the University of South Bohemia in Ceske Budejovice, IČO 60076658 with the place of activity Branišovská 1645/31a, 370 05 Ceske Budejovice

e) "access data" means a unique login name and the password assigned to it inserted by the User into the e-shop database at the time of registration.

f) „registration“ means the electronic registration of a user in an e-shop database by completing at least mandatory registration data in the user interface of the e-shop and access data and then storing it in the e-shop database;

g) „consumer“ means a user - a person who, outside the scope of his business or outside the scope of the independent pursuit of his profession, concludes a contract with or otherwise negotiates with the operator;

h) „user“ means any person using an e-shop;

i) „user account“ means the part of the e-shop which is established by registration for each single user (i.e. unique to each User) and made available after the entry of access data;

j) „service“ means all services offered by the seller;

k) „order“ means a completed transaction between the seller and the buyer, with the intention of concluding a purchase contract which selects a particular service;

l) „personal data“ means any information on the data subject on the part of the buyer on the basis of which such a natural person can be identified directly or indirectly.

II.

Information for consumers before the conclusion of the contract

1. Regarding the price of services and other charges, the following shall apply:
 - the contract is concluded for a fixed period, i.e. one year (12 months from registration) or 1 month (30 days from registration). The price is agreed for these specified times.
 - the price of the services provided and the license content are stated on the website including without VAT, including all fees set by law.
7. In the event that the subject of the contract is the supply of digital content which will not be supplied on a tangible medium, the consumer shall give his express consent to the content being delivered before the expiry of the statutory withdrawal period.
8. The consumer may not withdraw from the service contract which the operator has fulfilled with the prior express consent of the consumer before the expiry of the withdrawal period.
9. The consumer shall be obliged to pay a pro rata part of the price in the event of withdrawal from the contract the object of which is the provision of services and the performance of which has already begun.
10. If the consumer withdraws from the purchase contract, he is obliged to provide in writing the number of his bank account for the return of the purchase price for the service, which may be humiliated if the legal reasons for doing so are fulfilled.
11. The operator shall make use of the possibility of out-of-court handling of consumer complaints. In the event of a complaint, Consumers can contact the relevant Operator's employee free of charge via the e-mail address jctt@jcu.cz. A

complaint can be made to the supervisory authority or state supervisory authority. The Czech Trade Inspectorate handles out-of-court complaints of consumers in a manner and under the conditions laid down by the relevant legislation.

III.

Information about services and prices

1. Information on the services, including the prices of each service, shall be given for each item in the catalogue of the online store. Prices for services are inclusive of value added tax. Service prices remain valid for as long as they are displayed in the online store. This provision does not exclude the negotiation of a purchase contract under individually agreed conditions.
12. Any discounts on the purchase price of the services may not be combined with each other, until the seller agrees otherwise with the buyer.

IV.

Order and conclusion of a purchase contract

1. Costs incurred by the buyer when using means of distance communication in connection with the conclusion of the purchase contract (internet connection costs, costs of telephone calls) shall be borne by the buyer himself. These costs do not differ from the basic rate.
13. The buyer makes the order for services in the following ways:
 - through his customer account, if he has made a previous registration in the online store,
14. After registration, the buyer chooses the period for which the license is concluded (options 30 days, 12 months).
15. Before placing an order, the buyer is allowed to check and change the data he has entered into the order. The buyer sends the order to the seller by clicking on the "Send order" button. The information given in the order is considered correct by the seller. The condition of the validity of the order is to fill in all mandatory data in the order form and confirm to the buyer that he has become acquainted with these terms and conditions.
16. The Buyer acknowledges that in the above manner the order is the draft contract and without reservation agrees to the provisions of the terms and conditions in force and effect at the time of placing the relevant order
17. Immediately upon receipt of the order, the seller will send the buyer a confirmation of receipt of the order to the e-mail address entered by the buyer when ordering. This certificate shall be deemed to be the conclusion of a contract. The attachment of the confirmation is the seller's current terms and conditions. The purchase contract is concluded by confirming the order by the seller to the buyer's e-mail address.
18. In the event that any of the requirements specified in the order cannot be met by the seller, he will send the buyer an amended offer to his e-mail address. The amended offer is considered to be a new draft purchase contract and in such a case the purchase contract is concluded by confirming the buyer's acceptance of this offer to the seller at his e-mail address specified in these terms and conditions.
19. All orders received by the seller are binding. The buyer may cancel the order until the buyer is notified of receipt of the order by the seller. The buyer

may cancel the order by telephone to the seller's telephone number or e-mail specified in these terms and conditions.

20. In the event that there has been a manifest technical error on the part of the seller in indicating the price of the service in the online store or during the ordering process, the seller is not obliged to deliver the service to the buyer at this clearly incorrect price.

V.

Customer account

1. Based on the buyer's registration made in the online store, the buyer can access its customer interface. From its customer interface, the buyer can order services (the "Customer Account").

21. When registering in the customer account and when ordering services, the buyer is obliged to provide all data correctly and truthfully. The buyer is obliged to update the data provided in the user account upon any change. The information provided by the buyer in the customer account and when ordering services is considered correct by the seller.

22. Access to the customer account is secured by a username and password. The Buyer is obliged to maintain confidentiality regarding the information necessary to access his customer account. The seller is not responsible for any misuse of the customer account by third parties.

23. The Buyer is not entitled to allow third parties to use the customer account.

24. The seller may cancel the user account, especially if the buyer does not use his user account for more than 12 months, or if the buyer violates his obligations under the purchase contract or these terms and conditions.

25. Buyer acknowledges that the user account may not be available continuously, especially with regard to the necessary maintenance of the seller's hardware and software equipment or the necessary maintenance of third-party hardware and software equipment.

26. Orders will be sent to the e-mail address jctt@jcu.cz. An invoice will be sent to the buyer from the same address.

VI.

Payment terms and delivery of services

1. The price of the services and any other costs under the purchase contract may be paid by the buyer as follows:

- cashless transfer to the seller's bank account No. 104725778/0300, held with ČSOB.

27. In the case of a non-cash payment, the buyer's obligation to pay the purchase price is fulfilled at the time the relevant amount is credited to the seller's bank account.

28. The seller does not require any advance payment or other similar payment from the buyer in advance. Payment of the purchase price before sending selected services is not a deposit.

29. The order is delivered to the buyer to the address specified by the buyer in the order.

30. The cost of delivery of the order depending on the method of sending and taking over the order is indicated in the buyer's order and in the confirmation of the order by the seller. In the event that the mode of transport is contracted on

the basis of a special request of the buyer, the buyer bears the risk and any additional costs associated with this mode of transport.

31. The seller issues a tax document to the buyer - an invoice. The tax document is sent to the buyer's e-mail address from the e-mail address jctt@jcu.cz. Tax document - invoice will be issued from the workplace: Rector's Office JU, Branišovská 1645/31a, 37005 Ceske Budejovice.

32. Tax documents issued by the seller shall comply with all the requirements of the tax document within the meaning of the relevant legislation in force in the Territory of the Czech Republic and shall contain the following particulars:

- a) the contract number;
- b) order number or registration order number (depending on relevance);
- c) a description of the invoiced transaction, the scope, the unit price and the total invoiced price.

33. In the event that the tax document is not issued in accordance with the contract and terms and conditions, the buyer is entitled to send it back to the seller without getting into a delay in payment of the price, in case the payment for the services is agreed only after the delivery of the order. The maturity of the amount to be paid according to the tax document starts to run again from the issue of the supplemented/corrected tax document to the buyer.

34. The price, like any other sum of money indicated in the contract, is tax-free. VAT will be added to the price according to the relevant regulations.

VII.

Complaints of services and withdrawal from the contract

1. The seller is obliged to provide services in accordance with the contract concluded according to these terms and conditions. The seller is obliged to inform the buyer about the scope, conditions and method of claiming liability for defects in services.
2. that the seller fails to fulfil the obligations arising from the contract properly and in a timely manner, the buyer is entitled to claim the services, but not later than 24 hours after the delivery of the service/receipt of the order.
3. In the event that the buyer finds that the services ordered by him have been provided in a defective manner, he shall notify the seller of this fact without undue delay. If the buyer does not notify the defects without undue delay, the rights from the defective performance will not be recognized by the seller.
4. The seller is obliged to issue the buyer with a written confirmation of the claimed claim, its content, and the method of handling the claim, which is required by the buyer. The method of processing will be done electronically via e-mail. The complaint must be settled without undue delay or by agreement of the parties.
5. A buyer who has concluded a purchase contract outside his business activities as a consumer has the right to withdraw from the purchase contract.
6. The buyer may not, inter alia, withdraw from the purchase contract for:
 - the provision of services if they were fulfilled with his prior express consent before the expiry of the withdrawal period and the seller informed the buyer before the conclusion of the contract that in such a case he has no right of withdrawal;
 - in other cases referred to in Section 1837 of the Civil Code.
7. In order to comply with the withdrawal period, the buyer must send a declaration of withdrawal within 14 days of receipt of the services.

8. In order to withdraw from the purchase contract, the buyer may use the model withdrawal form, which is annexed to the terms and conditions. Withdrawal from the purchase contract will be sent by the buyer to the seller's e-mail or delivery address specified in these terms and conditions. The seller confirms to the buyer by e-mail the receipt of the form without immediate receipt.
9. If the buyer withdraws from the contract, the seller shall immediately and no later than 14 days after withdrawal from the contract return a proportion of the funds received from him in the same way. The refund will be reduced by CZK 1000 excluding VAT for each service performed.
10. In cases where the buyer, in accordance with § 1829 para. 1 of the Civil Code the right to withdraw from the purchase contract, the seller is also entitled to withdraw from the purchase contract at any time, until the buyer assumes the services. In this case, the seller returns the purchase price to the buyer without undue delay, cashlessly to the account designated by the buyer.

VIII.

Liability for defects, quality guarantee and penalty arrangements

1. The seller is obliged to deliver the ordered services in quantity, quality and execution according to the contract, without legal or de facto defects, in accordance with all legal regulations, technical requirements and technical and safety standards that are applied to the provision of services, both by binding and recommending standards. A defect means, in particular, a deviation from the type or quality conditions of the result of the services provided or part thereof, as determined by the contract or specified in the order.
2. The seller is responsible for any defects that affect the services at the time of their handover. The buyer is obliged to notify the seller of any defects in the services without undue delay after their detection and to apply his request for their removal. The seller is obliged to remove the defects without undue delay at his own expense.
3. The seller is obliged to ensure the legally conforming use of the goods that are or are to be used for the realization of performance, to the extent and to the methods of use corresponding to the requirement for the proper implementation of individual transactions, especially if the realization of individual transactions is to be used by things protected by intellectual property rights or otherwise encumbered by foreign rights. All costs associated with this, including fees to authors, are borne in full by the seller.
4. The seller is not entitled to limit or exclude in any way in the contract his liability for damages.
5. The seller is liable for damages incurred by the buyer as a result of breach of obligations arising from the contract.
6. In the event of an event that cannot be influenced by the seller, i.e. a situation caused by force majeure, the buyer is not entitled to request contractual fines established by these terms and conditions.
7. If the buyer is in default of payment of the price for services or if he is in default of payment of other pecuniary obligations arising from the contract, the seller is entitled to apply to him from the day following the occurrence of the delay (after the due date specified on the invoice) until the date of full payment of the obligation a contractual penalty of 0.05% of the amount due per day.
8. Due to the use of satellite imagery, which may be affected in particular by meteorological conditions, as well as the possible occurrence of un declared

deviations in the use of mathematical models for the actual processing of input data, the seller is not responsible for defects caused by input data.

9. The application of any contractual penalty shall in no way affect the right to compensation for the damage suffered in the full extent of the damage suffered.
10. The contractual penalty is payable within thirty (30) calendar days from the date of receipt of its bill.
11. In the event of a delay by the Contracting Party in the payment of its pecune obligations, the other Contracting Party shall be entitled to request payment of default interest in the amount provided for by law.

IX. Delivery

1. The Contracting Parties may deliver all written correspondence to each other by e-mail or by post to the delivery address.
2. The Buyer shall deliver correspondence to the Seller at the e-mail address specified in these Terms and Conditions. The seller delivers correspondence to the buyer to the e-mail address specified in his customer account or order.

X. Processing of personal data

1. All information provided by the buyer in cooperation with the seller shall be confidential and shall be treated as such. If the buyer does not give the seller written permission, the buyer's data will not be used by the seller in any way other than for the purpose of performance from the contract, except for the e-mail address to which commercial communications may be sent, as this procedure is allowed by law, unless it is explicitly rejected. Such communications may relate only to similar or related services and may be unsubscribed at any time in a simple manner (by sending a letter, e-mail or by click on a link in the commercial communication). For this purpose, the e-mail address will be kept for 3 years after the conclusion of the last contract between the parties.
2. Privacy information: listed in a separate document [here](#).

XI. Out-of-court dispute resolution

1. The Czech Trade Inspectorate with its registered office Štěpánská 567/15, 120 00 Praha 2, IČ: 000 20 869, internet address: [é](#) The online dispute resolution platform located on the internet address <http://ec.europa.eu/consumers/odr> can be used in resolving disputes between the seller and the buyer from the purchase contract.
2. European Consumer Centre Czech Republic with its registered office Štěpánská 567/15, 120 00 Prague 2, internet address: <http://www.evropskypotřebitel.cz> is the contact point under Regulation No 524/2013 of the European Parliament and of the Council (EU) of 21 May 2013 on the resolution of online consumer disputes and on the amendment of Regulation (EC) No 2006/2004 and Directive 2009/22/EC (Regulation on the settlement of consumer disputes online).
3. The seller is entitled to provide services on the basis of a trade licence. The trade inspection is carried out within the scope of its competence by the competent trade authority. The Czech Trade Inspection Authority supervises, among other things, compliance with Act No. 634/1992 Coll., on Consumer Protection, to a defined extent.

XII.

Final provisions

1. All arrangements between the seller and the buyer are governed by the law of the Czech Republic. If the relationship established by the purchase agreement contains an international element, then the parties agree that this relationship is governed by the law of the Czech Republic. This is without prejudice to consumer rights arising from generally binding legislation.
2. The seller is not bound by any codes of conduct within the meaning of § 1826 para. In this area, the commission shall, in the (e) the Civil Code.
3. All rights in the seller's website, in particular the copyright to the content, including page layout, photos, films, graphics, trademarks, logo and other content and elements, belong to the seller. It is forbidden to copy, modify or otherwise use the website or part there of it without the seller's consent.
4. The seller shall not be liable for errors arising as a result of third parties' interference with the online store or as a result of its use contrary to its purpose. Buyer shall not use practices that could have a negative impact on its operation when using the Online Store and shall not engage in any activity that could allow it or third parties to unlawfully interfere with or unlawfully use the software or other components constituted on the online store and to use the online store or parts or software in a manner contrary to its intended or purpose.
5. The buyer hereby assumes the risk of changing circumstances within the meaning of § 1765 para. 2 of the Civil Code.
6. The purchase contract, including the terms and conditions, is archived by the seller in electronic form and is not accessible.
7. The wording of the terms and conditions may be amended or supplemented by the seller. This provision shall be without prejudice to rights and obligations arising during the period of effectiveness of the previous version of the Terms and Conditions.

These Terms and Conditions take effect on