

General Terms and Conditions for B2C

The General Terms and Conditions for B2C apply to contracts negotiated via the online shop 1stplugins, placed on the website www.1stplugins.com/store/ between

our company

1 st plugins s.r.o., with registered office at Lamačova 905/17, 152 00 Praha 5, Czech Republic,

Registration No: 25765451,

VAT ID: CZ25765451

registered in the Commercial Register maintained by the Municipal Court in Prague, Section C, File No. 68223

Delivery address: Lamačova 905/17, 152 00 Praha 5, Czech Republic,

Contact email: info@1stplugins.com

as the **seller**

and you as the **buyer**

(together also both as the “**Parties**”).

1. GENERAL PROVISIONS

1.1. In these General Terms and Conditions several terms are used in the below stated meaning:

- **activation key** means a serial number, activation code or other identifier that allows you to download and/or run the software bought;
- **Civil Code** means Act no. 89/2012 Sb., the Civil Code, as amended;
- **Consumer Protection Act** means Act no. 634/1992 Sb., on Consumer Protection, as amended;
- **contract** means any contract negotiated under the Terms, especially a contract of sale or a contract for the provision of services;
- **performance** of the contract means especially the delivery of the ordered software or the provision of services specified in the purchase order;
- **price** is the purchase price for the software sold or services provided;
- **product** means particular software or service (or their package) listed on the website;
- **services** which we offer on the website are consulting services and reverse engineering in the field of software, support and maintenance of the software offered on the website;
- **software** is the goods that we offer on the website and is subject to the contract of sale;
- **tangible medium** of software means a medium that contains the software sold and delivered to you (especially CD or DVD);

- **Terms** means these General Terms and Conditions;
- **website** is the website placed on the address www.1stplugins.com/store/.

1.2. **What is the purpose of these Terms?**

The Terms define and specify basic rights and obligations of the Parties related to concluding the contract via website. By the contract, we undertake to perform the contract (depending on the nature of the contract) and you undertake to receive such performance (and provide us with necessary cooperation) and pay the whole price as specified in the order.

1.3. **Is the contract a consumer contract?**

The contract is a consumer contract in case you are a consumer, i.e. if you are a natural person and your purchase is not connected to your business activities or your independent practice of your profession. Otherwise, the contract is not a consumer contract and you are not provided the consumer protection under the law and the Terms, but you are subject to the General Terms and Conditions for B2B. Especially as a non-consumer you do not have a right to withdraw from a contract.

1.4. **What governs our legal relationship?**

Our legal relationship is governed by the following documents:

- the Terms, which define and specify our mutual rights and obligations;
- the Warranty Claim Guidelines for B2C, which we will follow in case of any warranty claims;
- the Terms of Use of the Website, which govern the registration on the website, protection of your personal data, protection of the website content and further relations connected with the use of the website;
- any conditions and instructions stipulated on the website, especially when concluding the contract;
- the purchase order and its acceptance from our side;

and in any matters not covered by the Terms by the following legislation:

- Civil Code;
- Consumer Protection Act (only if you are a consumer).

Please note, that our relationship **is governed by the Czech Law**. In case you are a consumer and the legal order of your state of residency provides you with a higher level of consumer protection than the Czech legal order, the higher level of consumer protection applies to you.

1.5. **How do you express your consent with the Terms?**

You express the consent and the acquaintance with the Terms by sending a purchase order and also by confirming the acknowledgement of the Terms on the website.

The Terms can be changed or amended. Your rights and duties are governed by the wording of the Terms effective at the time of their origination.

2. THE CONCLUSION OF THE CONTRACT

2.1. How do we conclude the contract?

On our website, you can see a list of products including the description of main characteristics of particular items. For each product the price is stated, including all taxes, customs duties and fees. **Presentation of products is for your information only and it is not our offer for concluding a contract in the meaning of Section 1732 par. 2 of the Civil Code.** For concluding the contract, it is necessary that you send a purchase order and that we accept such purchase order.

2.2. How to submit an order?

To submit an order, you must fill a form on the website.

The order must contain all the information required by the form, especially accurate identification of the ordered product (possibly also a numerical designation of the product), chosen method of payment and your contact information.

You are submitting the binding purchase order by clicking the button „PLACE ORDER“. Before clicking the button, we recommend you to check the data entered into the order. **We consider the data in the binding purchase order as correct and complete.** In case of any change, please, inform us without undue delay via email or telephone.

We will inform you when we obtain the order. **Information (confirmation) about obtaining the order is sent automatically and it is not an acceptance of the order from us, unless it explicitly states otherwise.**

In case we will have doubts about the authenticity and seriousness of the order, we can contact you for the purpose of its verification. Unverified order can be refused. Such order is then considered as not submitted at all.

2.3. When is the contract concluded?

The contract is concluded as of the moment of the delivery of our acceptance of the purchase order from us to you. The acceptance of the order will be sent to the email address provided by you in the order. Should it be the case you do not receive the acceptance, the contract is concluded as of the moment of payment of the total price or as of the moment you receive the performance (whichever occurs first). Acceptance of the order could be a part of the information on obtaining the order under Article 2.2 of the Terms (if it is explicitly stated in the confirmation), or it could be sent individually later.

Information about the particular technical steps leading to a conclusion of the contract are available on our website.

2.4. Is it possible to cancel an already sent order?

You can cancel an order which has not been accepted by us yet (i.e. we have not sent you the acceptance of the order according to Article 2.3 of the Terms yet) by telephone or via

email. **All orders accepted by us are binding.** Later cancellation of the order is possible by an agreement with us only.

2.5. **Is it possible that the price showed on the website will be changed?**

Prices of the presented products remain valid as long as they are showed on the website. Potential discounts from the purchase price cannot be combined, unless it is explicitly stated otherwise on the website.

In case a wholly obvious technical error regarding the price occurred on the website or within the purchase order process, **we are not obliged to perform the contract for this wholly obvious incorrect price**, not even in the case you already received an acceptance of the order from us according to the Terms. **In such a situation, we reserve the right to withdraw from the contract.**

If the price of the products showed on the website or within the purchase order process is not up-to-date, we will inform you in such respect without undue delay. If you have not received an acceptance of your order yet, we are not obliged to conclude the contract.

Orders which have been already sent are not affected by the change of the price which occurred within the period beginning by sending of the order and ending by its acceptance from us according to Article 2.3 of the Terms.

2.6. **In what languages is it possible to conclude the contract?**

The contract is possible to conclude in the English language, unless we explicitly agree on any other language.

2.7. **Is it possible to obtain the contract in a text form?**

The contract is not concluded in writing form with the signatures of the contracting Parties. **The contract consists of the Terms, your order and its acceptance from us.** The entire contract will be sent to you via email or upon your request printed via mail. In case of sending it via mail, you can be asked to cover the costs connected to it.

2.8. **Is the contract anywhere saved?**

The contract (including the Terms) is maintained by us in an electronic form. The contract is not accessible to third parties, but we will send it to you upon your request.

2.9. **What if you don't understand something in the contract?**

In case of any questions about the Terms or about the contract, you can contact us by telephone or via email. We will be happy to provide you with the needed information.

3. PAYMENT CONDITIONS

3.1. **What payment methods are accepted?**

The price can be paid mainly by the following manners:

- via bank transfer to our bank account (you will be instructed in the purchase order acceptance).

Any other payment methods as stated on the website.

Some payment methods may include extra fees. These fees are stated on the website. The final price including the fees connected with the payment method will be always stated in the purchase order.

3.2. When is the price due?

The price is due within five days from the acceptance of the order according to Article 2.3 of the Terms. Your obligation to pay the price is fulfilled as of the moment we receive the respective payment at our bank account.

3.3. In what currency can you pay?

Payment is possible in Euro (EUR).

3.4. How do we issue an electronic receipt in relation to the electronic records of sales?

Pursuant to the Act no. 112/2016 Sb., on Registration of Sales, we are obliged to issue a receipt to you. Sales must be registered to the tax authority online; in case of a technical failure this must be done within 48 hours.

By expressing your consent with the Terms, you also grant us your consent with issuing the receipt by electronic means.

4. DELIVERY CONDITIONS

4.1. How do we deliver you the software?

The product, which is by nature software, shall be delivered either by sending the tangible medium containing the software or by sending the download link with the activation key to the software by electronic means (to your e-mail). You can choose the respective delivery method at the purchase order. If the product can be delivered only by electronic means (sending the download link with the activation key), you will be informed about this on the website.

4.2. What are the costs of the delivery?

In case of the delivery of the tangible medium, the delivery costs depend always on the price list of the selected carrier. Actual delivery costs are stated on our website.

In case of the delivery of the activation key, the delivery costs are already included in the price of the product.

In the purchase order the final price including the delivery costs corresponding to your selection will be always stated.

4.3. When will the product on tangible medium be delivered to you?

The software on tangible medium is handed over to a carrier usually within five working days from the moment your payment is credited to our bank account.

The delivery of the product under the Terms means the moment when the product is delivered to you. Should you refuse to accept the product without just reason, such non-acceptance is considered neither as the failure of our obligation to deliver the product, nor as a withdrawal from the contract from your side.

You should check the integrity of the packaging at the delivery. Should you find any deficiencies, please, inform us and the carrier immediately. If you refuse a delivery with damaged packaging, it is not considered as unjustified refusal of the product.

As of the moment of taking over the product (or as of the moment you had the obligation to take over the product, but you refused to do so contrary to the contract) the liability for accidental destruction, damage or loss of the product passes on you.

4.4. What happens, if you do not take over the product on tangible medium?

You are obligated to pay the costs associated with the re-delivery, if the product has to be delivered repeatedly or by other means of delivery due to the reasons on your side.

Should you not accept the product, we are entitled to the reimbursement of the costs associated with the delivery or re-delivery and its storage, as well as other costs that arise due to not accepting the product.

Furthermore, in such a case we have the right to withdraw from the contract.

4.5. When will the activation key be delivered to you?

By agreement with the Terms, you give us your express consent with delivering the activation key before the expiration of the period for withdrawal. Note, that by expressing your consent under this Article you lose the right to withdraw from the contract within 14 days in accordance with Section 1837 paragraph I) of the Civil Code.

We will send you the activation key with the download link to your e-mail address specified in the purchase order or in your user account within two working days from the moment your payment is credited to our bank account.

5. THE USE OF SOFTWARE

Use of the software may be subject to the licensing conditions issued by the author. If that is the case of the software bought by you, you have to acquaint yourself with the licensing conditions prior to installation or running the software. You further undertake to comply with the licensing conditions, especially to use the software within the scope specified in the licensing conditions.

The software offered on the website can only be used with specific hardware equipment and software environment. We are not responsible for difficulties with the use of the software, if you do not have necessary hardware equipment and software environment. Information on the synergy of the software with hardware and other software which we are aware of are included in the licensing conditions of the software or stated on the website.

6. THE CONDITIONS OF THE PROVISION OF SERVICES

6.1. What types of services do we offer?

On the website, we offer separate services, which you can order on their own, and ancillary services to software, which you can buy only in the package with the respective software.

The content of particular services is stated on the website.

6.2. **How do we provide you with services?**

The conditions of the provision of services, including the place and the date of the provision, depend on the content of the particular service and the agreement between us. Most services are provided by electronic means.

Ancillary services are provided in the form of subscription for a certain period in accordance with a specific description of the respective package on the website. You will be automatically notified of the expiration of the period, for which the subscription has been paid, before the expiration of the subscription. For the extension of the contract it is necessary to make another payment of the subscription. If you do not wish to extend the contract, you do not send any payment and the contract expires at the end of the respective subscribed period. Note, that if the contract expires, it is not possible to renew the provision of the respective services. In that case, it is necessary to conclude another contract for the provision of the respective package.

During the provision of services, you undertake to provide us with necessary cooperation. In case necessary cooperation is not provided, we are entitled to postpone or suspend the provision of services until such cooperation is provided from you.

6.3. **Can you withdraw from the contract?**

By agreement with these Terms you give us your express consent to the provision of service before the expiration of the period for withdrawal.

Please note, that by expressing your consent under this Article, you lose the right of withdrawal from the contract within 14 days in accordance with Section 1837 paragraph a) of the Civil Code.

7. **WITHDRAWAL FROM THE CONTRACT**

7.1. **How can you withdraw from the contract?**

You can withdraw from the contract in case of the delivery of the product on tangible medium **within 14 days from the day of accepting the tangible medium**; if the delivery is divided into several parts, then from the date of the final delivery. We recommend you to send a notice of withdrawal from the contract to our delivery address or email. You can use a template form for the withdrawal from the contract. The acceptance of the notice will be confirmed to you without undue delay.

You can withdraw from the contract without stating any reason.

7.2. **When can you not withdraw from the contract?**

By agreement with these Terms you give us your express consent to the delivery of the activation key and/or to the provision of service before the expiration of the period for withdrawal. By expressing your consent under this Article, you lose the right of withdrawal from the contract within 14 days in accordance with Section 1837 of the Civil Code.

Furthermore, in accordance with Section 1837 of the Civil Code it is not possible to withdraw from the contracts about the delivery of audio or video recordings or software,

whose original seal was unsealed after the delivery. **Therefore, if you have breached the original packaging of the tangible medium on which software is delivered to you, you lose the right of withdrawal from the contract as well.**

7.3. What are the consequences of the withdrawal?

By withdrawal the contract is cancelled from the beginning and is considered as never concluded.

If a gift was provided together with the product, such a donation contract is void as of the withdrawal from the contract by any of the Parties. Please return the gift to us together with the returned product.

7.4. How do you return the product?

You are obliged to return us the product within 14 days from the withdrawal from the contract to our delivery address, to any of our business premises or to the address of our registered seat. **Do not send the product by the mean of cash on delivery.** We are not obliged to accept the product sent via the cash on delivery.

To the returned product, we recommend to attach:

- a copy of the delivery note and the invoice, if these documents were issued, or any other document evidencing the purchase of the product;
- a written statement on the withdrawal from the contract (by using our template form or by any other way) and on the selected method of refund (bank transfer, personal collection or postal order or any other way). Please provide us the delivery address, telephone number and email in the statement.

Not providing of any of the above mentioned documents shall not preclude a positive handling of your withdrawal from the contract according to law.

7.5. When do you get your money back?

We will refund all the received money within 14 days from the withdrawal from the contract. Please note however, that we are not obliged to refund you the money before you return the product or prove its sending back to us.

Among the purchase price you are entitled also to a refund of the costs of the delivery of the product to you. However, if you chose other than the cheapest delivery method, which we offer, we will refund you the costs of the delivery of the product **in the amount corresponding to the cheapest offered way of the delivery.**

We will refund you the money:

- by the same way as we have received them; or
- by the way you will require.

Among the above stated methods, we can always refund the money also to the bank account you provided us, or the bank account from which the purchase price was paid (should you not provide us with any bank account within 10 days from the withdrawal). By accepting the Terms you express your consent with sending the money as stipulated in the previous sentence, if no other costs will be caused to you.

The costs of the delivery of the returned product on our address are borne by you, even if the product cannot be returned via the usual postal service due to its nature.

7.6. When we can withdraw from the contract?

We reserved the right to withdraw from the contract in the following cases:

- the wholly obvious wrong purchase price of the products occurred on the website due to a technical error (Article 2.5 of the Terms);
- the performance cannot be provided under the original terms (mainly because the products are no longer manufactured);
- the performance becomes objectively impossible or illegal.

Should any of the above mentioned situations occur, we will inform you about our withdrawal from the contract without undue delay. The withdrawal is effective upon the delivery to you.

If you have already fully or partly paid the price, we will refund you the received amount to the bank account you provide us for this purpose or to the bank account from which you made the payment. The money is returned within five days from the withdrawal from the contract.

8. RIGHTS FROM DEFECTIVE PERFORMANCE

Your rights from defective performance are governed by the relevant legislation (in particular by the provisions of Sections 1914 to 1925 of the Civil Code).

In exercising of the rights from a defective performance we will proceed in accordance with our Warranty Claim Guidelines for B2C. Before sending a warranty claim, please, acquaint yourself thoroughly with the Warranty Claim Guidelines in order to have your claim processed as quickly as possible and to your satisfaction.

9. FINAL PROVISIONS

9.1. What permissions do we have for the performance of our activities and who controls us?

We are a holder of a trade licence for the sale of the goods and the provision of services. Our activity is not subject to any other permissions.

Trade control is carried out by the respective Trade Office within the scope of its competency. The control of compliance with the legislation on technical requirements of the goods and products safety is performed by the Czech Trade Inspection Authority (<http://www.coi.cz/>). The Czech Trade Inspection Authority also performs a control of compliance with the consumer protection legislation. The consumer rights are also advocated by their interest groups and other entities designated to their protection.

9.2. **How do we handle the complaints?**

We handle any complaints via our contact email. Furthermore, you can contact the bodies referred to in Article 9.1. In relation to our customers, we are not bound by any codes of conduct, nor we follow any of them.

9.3. **What rights may you exercise in dispute arising from the contract?**

If a contractual dispute arises between you as a consumer and us, that we have not been able to resolve directly, you have the right to submit the dispute to the Czech Trade Inspection Authority (address: Czech Trade Inspection Authority, Central Inspectorate - department ADR, Štěpánská 15, 120 00 Praha; website: <http://www.coi.cz/> www.adr.coi.cz; email: adr@coi.cz, tel. number: +420 296 366 360) in order to carry out alternative dispute resolution procedure. You shall exercise the right within 1 year of the date you have asserted the right subjected to the contractual dispute.

If you are dissatisfied with goods or services purchased, you can use the Online Dispute Resolution Platform developed by the European Commission (<http://ec.europa.eu/consumers/odr/>). It is also possible to use the Online Dispute Resolution Platform for the purpose of selecting the alternative dispute resolution bodies which offer out-of-court settlement procedures.

9.4. **What else should you know?**

When concluding the contracts the means of distant communication are used (especially the Internet). Costs incurred by the use of such means of distant communication (mainly the cost of internet or phone calls) are paid by yourself. **These costs do not differ from the ordinary rate.**

Unless agreed otherwise, all correspondence between us related to the contract is in writing, either by sending an e-mail, registered mail or by personal delivery. We will communicate with you either to the email address specified in the purchase order or in your user account.

Should it be the case that any provision of the Terms is invalid, ineffective or inapplicable (or will become as such), the provision, which by its sense is closest to the invalid, ineffective or inapplicable provision, will apply. By the invalidity, ineffectiveness or inapplicability of one provision shall not be affected the validity of the remaining provisions. **The contract of sale (including the Terms) can be changed or amended in writing only.**

The Terms are valid and effective as of 30. 9. 2019