

General Terms and Conditions (GTC)

SUMMARY NOTE

1.1. These general terms and conditions (hereinafter "terms and conditions") of the company Infinite X Prague s.r.o., with its registered office at Národní 63/26, Postal Code: 110 00, Prague 1 - Nové Město, ID number: 117 40 418, registered under file number C 353772 in the Commercial Register of the Municipal Court in Prague (hereinafter "the seller"), govern the mutual rights and obligations of the contracting parties arising from the sales contract (hereinafter "sales contract") concluded between the seller and any other natural or legal person (hereinafter "the buyer") via the seller's online store. The online store is operated by the seller at the following internet addresses, depending on the services/products offered:

<https://levelsprague.com/>

<https://flyvista.cz/>

through a web interface (hereinafter "the store's web interface").

1.2. The terms and conditions also govern the rights and obligations of the contracting parties when using the seller's website at the following addresses, depending on the services/products offered:

<https://levelsprague.com/>

<https://flyvista.cz/>

(hereinafter "the website"), as well as other related legal relations. The terms and conditions do not apply in cases where the person wishing to purchase products from the seller is acting within the scope of their business activities when ordering.

1.3. Provisions differing from these terms and conditions may be agreed upon in the sales contract. Specific provisions in the sales contract take precedence over the terms and conditions.

1.4. The provisions of the terms and conditions are an integral part of the sales contract. The sales contract and terms and conditions are drawn up in Czech. The sales contract can be concluded in Czech.

1.5. The seller may modify or supplement the terms and conditions. This provision does not affect the rights and obligations acquired during the validity period of the previous version of the terms and conditions.

USER ACCOUNT

2.1. Based on the registration performed by the buyer on the website, the buyer may access their user interface. From this interface, the buyer can place orders for products (hereinafter

"user account"). The buyer can also place orders without registration directly through the store's web interface.

2.2. During registration on the website and when ordering products, the buyer is required to provide accurate and truthful information. In case of any changes, the buyer must update the information provided in their user account. The information provided by the buyer in the user account and during the ordering of products is considered correct by the seller.

2.3. Access to the user account is secured by a username and password. The buyer is obliged to keep the information necessary to access their user account confidential and acknowledges that the seller is not responsible for any breach of this obligation by the buyer.

2.4. The buyer is not authorized to allow third parties to use their user account.

2.5. The seller may deactivate a user account, particularly if the buyer has not used it for more than 3 years, or if the buyer breaches their obligations under the sales contract (including the terms and conditions).

2.6. The buyer acknowledges that the user account may not be available continuously, especially due to necessary maintenance of the seller's hardware and software, or necessary maintenance of third-party hardware and software.

CONCLUSION OF THE SALES CONTRACT

3.1. The store's web interface contains a list of products offered for sale by the seller, including the prices of each product. The prices of the offered products are listed with all taxes included and all associated fees. The offer of products for sale and the prices remain valid as long as they are displayed on the store's web interface. This provision does not limit the seller's ability to conclude a sales contract under specific conditions agreed upon.

3.2. The store's web interface also contains information about packaging and delivery fees. The information on packaging and delivery fees provided on the store's web interface only applies if the products are delivered within the Czech Republic.

3.3. To order a product, the buyer must fill out the order form available on the store's web interface. The order form contains information about: the ordered product (the product the buyer "places" in the electronic cart of the store's web interface), the method of payment for the product's sale price, the desired delivery method for the ordered product, and the information about delivery fees (collectively referred to as "the order").

3.4. Before submitting the order to the seller, the buyer has the option to verify and modify the data entered in the order, including the possibility to detect and correct errors made during the data entry in the order. The data provided in the order is considered correct by the seller. Upon receipt of the order, the seller immediately confirms receipt to the buyer via email to the address provided by the buyer in the user interface or in the order (hereinafter "the buyer's email address").

3.5. The seller is always authorized, depending on the nature of the order (quantity of products, total sales price, estimated delivery costs), to request additional confirmation of the order from the buyer (e.g., in writing or by phone).

3.6. The contractual relationship between the seller and the buyer takes effect upon receipt of the acceptance of the order (the acceptance), sent by the seller to the buyer via email, to the buyer's email address.

3.7. The buyer acknowledges that the seller is not obligated to conclude a sales contract, particularly with individuals who have previously substantially breached a sales contract (including the terms and conditions).

3.8. The buyer consents to the use of remote communication means for the conclusion of the sales contract. The costs incurred by the buyer when using remote communication means in relation to the conclusion of the sales contract (e.g., internet connection fees, phone call charges) are borne by the buyer.

PRICES OF PRODUCTS AND PAYMENT TERMS

4.1. The price of the products and all delivery-related fees under the sales contract concluded via the store's web interface may be paid by the buyer to the seller using a credit card (MasterCard or Visa) online via a secure internet payment gateway (online payment). Various payment methods or other options are offered and accepted depending on their current availability or based on the type of product, time, and place of purchase. The buyer agrees to the options provided in the store's web interface and physical store, especially when combining different types of products for purchase.

4.2. In addition to the purchase price, the buyer is also obligated to pay the seller for packaging and delivery fees for the products at the agreed amount. Unless otherwise stated, the purchase price also includes the delivery fees for the products.

4.3. In case of cash payments or cash on delivery, the purchase price is due upon receipt of the products. For online payments, the purchase price is due within 4 days from the conclusion of the sales contract.

4.4. In the case of online payment, the buyer's obligation to pay is considered fulfilled when the corresponding amount is credited to the seller's account.

4.5. The seller is authorized to request full payment of the purchase price before shipping the products, especially if the buyer has not confirmed the order in any other way (as stated in Article 3.5).

4.6. Any discounts offered by the seller on the price of products to the buyer cannot be combined with each other.

4.7. If it is customary in business relationships or required by law, the seller will issue a tax document – an invoice to the buyer for payments made under the sales contract. The seller is subject to VAT. The tax document – invoice is issued by the seller after the payment for the products and sent electronically to the buyer's email address.

4.8. If the purchased product via the web interface is a ticket, the validity of this ticket is limited to the day for which it was purchased. Tickets bought through the counter or kiosk at the Máj Národní Shopping Center (OD Máj) are valid only on the day of purchase. Once the ticket's validity expires, it is void. In this case, the buyer is not entitled to a discount on the purchase price or a refund, even if the services corresponding to the tickets were not used.

CANCELLATION OF THE ORDER

5.1. The seller reserves the right to cancel the buyer's order or part of it if it is impossible to deliver the product within the specified delivery period due to temporary unavailability, if the product is no longer manufactured or supplied, or if the price of the product changes significantly from the supplier's side. In such a case, the buyer will be informed immediately by the seller to agree on the next steps. If the canceled or terminated order has already been paid by the buyer, the seller commits to refund the full purchase price to the buyer within 15 days, or reduced by cancellation fees, via a bank transfer to the buyer's account, unless agreed otherwise between the seller and the buyer.

WITHDRAWAL FROM THE SALES CONTRACT

6.1. The buyer acknowledges that according to Article 1837, letter a) of Act No. 89/2012, the Czech Civil Code (as amended), it is not possible to withdraw from a service contract if these services have been performed with the buyer's express consent before the withdrawal period expires. This provision also applies to cases where the products are used for the performance of services within the seller's premises, and those services have already been completed. The buyer therefore acknowledges that they cannot withdraw from the contract of sale of products intended for later use of services if these services have already been provided by the seller.

6.2. Unless specified in Article 6.1 or any other case where withdrawal from the sales contract is not possible, the buyer has the right, in accordance with the provisions of Article 1829, paragraph 1 of the Civil Code, to withdraw from the sales contract within fourteen (14) days from the receipt of the products, and if the sales contract involves multiple products or the delivery of multiple parts, the period starts from the receipt of the last delivery. The withdrawal must be delivered to the seller within fourteen (14) days from the receipt of the products. The withdrawal from the sales contract can be sent to the seller's headquarters or email address.

6.3. In case of withdrawal from the sales contract under Article 6.2, the sales contract is canceled from the beginning. The products must be returned to the seller within fourteen (14) days from the withdrawal. The products must be returned in perfect condition, undamaged, and unused, ideally in their original packaging. If the buyer withdraws from the sales contract, they are responsible for the costs associated with returning the products, even if the products cannot be returned by post due to their nature.

6.4. Within fifteen (15) days from the return of the products by the buyer in accordance with Article 6.3, the seller has the right to inspect the returned products to check if they are not damaged, worn, or partially consumed.

6.5. In case of withdrawal from the sales contract according to Article 6.2, the seller refunds the purchase price to the buyer within ten (10) days from the expiration of the product inspection period according to Article 6.4, but no later than thirty (30) days from receiving the withdrawal from the buyer, using the same method of payment used by the seller to accept the buyer's payment.

6.6. The buyer acknowledges that if the returned products are damaged, worn, or partially consumed, the seller has the right to compensation for the damages suffered.

6.7. If a gift is provided to the buyer along with the products, the donation contract between the seller and the buyer is concluded on the condition that if the buyer withdraws from the sales contract, the donation contract for the gift becomes void, and the buyer must return the gift to the seller along with the products.

6.8. The right to withdraw from the sales contract mentioned in this article applies only to contracts where the buyer acts as a consumer.

TRANSPORT AND DELIVERY

7.1. The method of delivery of the products is determined by the seller unless otherwise specified in the sales contract. If the delivery method is agreed upon according to the buyer's special request, the buyer bears the risk and any additional costs related to this transportation method.

7.2. If the seller is required, under the sales contract, to deliver the products to a location specified by the buyer in the order, the buyer is obligated to receive the products upon delivery.

7.3. If, for reasons attributable to the buyer, the products need to be delivered multiple times or in a manner different from what was specified in the order, the buyer is obligated to pay the costs associated with the repeated delivery or alternative delivery method.

7.4. Upon receipt of the products from the carrier, the buyer is obligated to check the integrity of the product packaging and, in case of any issue, immediately report it to the carrier. If the packaging is damaged, indicating unauthorized intrusion into the shipment, the buyer is not obligated to accept the delivery from the carrier

7.5. Other rights and obligations of the parties concerning the transportation of products may be governed by the seller's specific delivery conditions if such conditions have been issued by the seller.

RIGHTS DERIVED FROM DEFECTIVE PERFORMANCE

8.1. The rights and obligations of the parties regarding defective performance are governed by the applicable legal provisions (particularly Articles 1914 to 1925, 2099 to 2117, and 2161 to 2174 of the Civil Code).

8.2. The seller is responsible for ensuring that the products sold are in conformity with the sales contract, specifically guaranteeing that the products are free from defects at the time the buyer takes possession of them. Conformity with the contract means that the products sold must have the quality and characteristics required by the contract, as described by the seller, the manufacturer, or its representative, or expected based on the advertisement made by them. They must also have the usual quality and characteristics for that type of product, comply with legal requirements, be provided in the correct quantity, measure, or weight, and correspond to the use indicated by the seller or the typical use of the product, while adhering to applicable legal standards.

8.3. The buyer has the right to claim a defect in consumer goods within twenty-four months of receipt.

8.4. If the defective performance constitutes a substantial breach of the contract, the buyer has the right to request repair of the defect by delivering a new, defect-free item or supplying the missing item; repair of the defective item; an appropriate reduction in the purchase price; or cancellation of the sales contract. The buyer must inform the seller of the right they choose when notifying the defect or without undue delay after the notification. The option chosen by the buyer cannot be changed without the seller's consent, unless the buyer has requested the repair of a defect that turns out to be irreparable. If the seller fails to remedy the defects within a reasonable time or informs the buyer that they will not remedy them, the buyer may request, instead of a repair, an appropriate reduction in the purchase price or cancellation of the sales contract. The consumer buyer is also entitled to an appropriate reduction if the seller cannot deliver a new defect-free item, replace a part, or repair the item, or if the seller does not take corrective action within a reasonable time or if those actions would cause significant inconvenience for the consumer. If the buyer does not choose their right in a timely manner, they will have rights for non-substantial breaches of the contract – see below.

8.5. If the defective performance constitutes a non-substantial breach of the contract, the buyer has the right to request repair of the defect or an appropriate reduction in the purchase price. The seller may, at their discretion, repair the defective item or deliver a new item. If the seller does not repair the defect in a timely manner or refuses to do so, the buyer may request a reduction in the purchase price or cancel the sales contract. The option chosen by the buyer cannot be changed without the seller's consent.

8.6. Claims can be made via email at info@ixgroup.cz, in person during opening hours at the sales location at 63/23 Národní, Prague 1, or by post to 63/23 Národní, Prague 1. The moment the buyer informs the seller of their claim is considered the time the claim is applied.

8.7. If the product is in the form of a ticket, voucher, or confirmation for services and goods provided at the seller's establishment, the seller is not responsible for its loss, theft, deterioration, or misuse by a third party. Services not used by the buyer based on the aforementioned product will be canceled, and the seller is not obliged to refund the price or any proportional part of the price to the customer.

OTHER RIGHTS AND OBLIGATIONS OF THE PARTIES

9.1. The buyer acquires ownership of the products once the full purchase price has been paid.

9.2. The buyer acknowledges that the software and other components of the store's web interface (including product photographs) are protected by copyright. The buyer agrees not to engage in any activities that could allow them or third parties to tamper with or misuse the software or other components of the store's web interface.

9.3. The buyer is not permitted to use mechanisms, software, or other processes during the use of the store's web interface that could negatively affect the operation of the web interface. The store's web interface may only be used in a manner that does not infringe upon the rights of other customers or its intended purpose.

9.4. The seller is not bound by codes of conduct as referred to in Article 1826, Section 1, Letter e) of the Civil Code.

9.5. The buyer acknowledges that the seller is not responsible for errors arising from third-party interventions on the website or for the use of the website in a manner inconsistent with its intended purpose.

9.6. The seller handles consumer claims through the email address info@ixgroup.cz. The seller will send the buyer information regarding the processing of their claim to the buyer's email address. The Czech Trade Inspection, located at Štěpánská 567/15, 120 00 Prague 2, identification number: 000 20 869, email: <https://adr.coi.cz/cs>, is competent for extrajudicial settlement of consumer disputes arising from the sales contract. The online dispute resolution platform, available at <https://ec.europa.eu/consumers/odr>, can be used to resolve disputes between the seller and the buyer arising from the sales contract.

9.7. The buyer assumes the risks related to changes in circumstances as per Article 1765, Section 2 of the Civil Code.

9.8. The buyer acknowledges that other rights and obligations of the contracting parties arise from the seller's internal regulations, available at the counters and published on the seller's website. The buyer agrees to adhere to and comply with these internal regulations.

PROTECTION OF PERSONAL DATA AND COOKIES

10.1. Information on the protection of personal data (GDPR) and the storage of cookies in accordance with the previous article is available in a separate document.

10.2. The buyer consents to the recording of so-called cookies on their computer or other similar device. If purchases can be made on the website and the seller's obligations arising from the sales contract can be fulfilled without cookies being stored on the buyer's computer, the buyer may withdraw their consent to cookies at any time, as per the previous sentence.

DELIVERY

11.1. Unless otherwise agreed, all correspondence related to the sales contract must be sent to the other contracting party in writing, either by email, in person, or by registered mail via a postal service provider (at the sender's discretion). Delivery to the buyer is made to the email address provided in their user account.

11.2. A message is considered delivered: 11.2.1. In the case of email delivery, when it is received on the incoming mail server. The integrity of the messages sent via email may be guaranteed by a certificate. 11.2.2. In the case of personal delivery or delivery by a postal service provider, when the recipient receives the delivery. 11.2.3. In the case of personal delivery or delivery by a postal service provider, also when the recipient (or the person authorized to receive it on their behalf) refuses to accept the delivery. 11.2.4. In the case of delivery by a postal service provider after a period of ten (10) days from the deposit of the package and the notice sent to the recipient to collect the delivery, even if the recipient was not informed of the deposit.

FINAL PROVISIONS

12.1. If the relationship related to the use of the website or the legal relationship established by the sales contract contains an international (foreign) element, the contracting parties agree that the relationship will be governed by Czech law. This does not affect the consumer's rights arising from general legal provisions.

12.2. The seller is authorized to sell goods based on a commercial license, and the seller's activities do not require additional authorizations. Commercial control is carried out by the professional activities management office within its competence.

12.3. If any provision of the general terms and conditions is invalid or ineffective, or becomes so, it does not affect the validity of the other provisions. The invalid or ineffective provision will be replaced by a provision that most closely reflects the meaning of the invalid or ineffective provision. The invalidity or ineffectiveness of a provision does not affect the validity of the other provisions. Amendments and additions to the sales contract or the general terms and conditions must be made in writing.

12.4. The sales contract, including the general terms and conditions, is archived by the seller in electronic form and is not accessible.

12.5. The seller's contact details: Delivery address Národní 63/23, Prague 1, email address info@ixgroup.cz, phone +420 720 772 001.

12.6. These general terms and conditions take effect from June 17, 2024.

