

General Terms and Conditions for the use of the service FLEXUMSHOP

1. THE CONTRACTING PARTIES

1.1. Bohemiasoft s.r.o.

registered in the Commercial Register maintained by the Regional Court in České Budějovice, section C, Insert 16675 with registered office at Rudolfovská tř. 247/85, 370 01 České Budějovice, Czech Republic
ID: 28090403 DIC: CZ28090403
bank account: 2600080090/2010 - Fio banka, a.s.
Contact e-mail: podpora@bohemiasoft.com
(hereinafter referred to as "provider")

1.2. natural or legal person who completes an order for the [FLEXUMSHOP.com](https://www.FLEXUMSHOP.com) service via the order form (hereinafter referred to as the "Customer")
Provider and Customer together (hereinafter referred to as the "Parties")

2. CONCLUSION OF THE CONTRACT

2.1 The contract for the provision of services (hereinafter referred to as the "Contract") is concluded at the moment of completion of the order for the [FLEXUMSHOP.com](https://www.FLEXUMSHOP.com) service (hereinafter referred to as the "Service"), whereby the necessary prerequisite for the conclusion of the contract is the acceptance of these General Terms and Conditions (hereinafter referred to as "GTC"). The GTC are available at <https://www.FLEXUMSHOP.com/en/terms-and-conditions>.

3. SUBJECT MATTER AND DEFINITION OF BASIC TERMS

3.1 The subject matter of the contract is the granting of a licence for a web interface for the operation of the shop of a web shop or web presentation, continuous updating of the interface, technical support and additional services as agreed by the parties, all at prices according to the current valid current price list located at <https://www.FLEXUMSHOP.com/>.

3.2 The contractual relationship between the Provider and the Customer is established on the basis of these GTC, whereby these GTCs regulate the rights and obligations of the parties and their mutual relationship.

3.3 Legal relations between the Provider and the Customer not regulated in these GTC are governed by the law of the Czech Republic, in particular the Civil Code.

3.4 Definition of basic terms:

3.4.1. presentation of the Customer and other services necessary for the operation of any domain name second order domain name owned by the Customer. The content and subject matter of the services is defined by the current Provider's offer published on the Provider's web presentation <https://www.FLEXUMSHOP.com>

3.4.2. SERVER - a set of hardware and software resources through which the Provider provides the service to the Customer. The server is permanently connected to the Internet.

3.4.3. DOMAIN, DOMAIN NAME - is a name provided to the domain administrator (third party). It is used to identify the space and the Internet presence of the Customer.

3.4.4. WEB APPLICATION OPERATION, PRESENTATION - operation of own web applications for using software and hardware resources of the provider. The Customer acknowledges that the Provider's leased resources are shared between multiple customers who are in a contractual relationship with the Provider.

3.4.5. MARKETPLACE - is a marketplace of offered paid software features, widgets, templates or services that the Customer can install in their online store. This can be done in exchange for payment or free of charge according to the prices indicated for each individual element in the Marketplace.

3.5 The date of establishment of the paid service is the date of payment for the service by the Customer. The date of the of the taxable transaction is the date of the proper establishment of the service or the date of the extension of the service.

4. RIGHTS AND OBLIGATIONS OF THE CUSTOMER

4.1 The Customer shall have the right to use all the facilities offered by the Service.

4.2 The Provider may, at the Customer's request, arrange for the mediation of registration 2nd level domain name. For these registration purposes, the Customer shall provide the Provider with true and complete contact details. The Customer undertakes to pay the Registrar the registration fees for for the operation of the Top Level 2 Domain, as the Provider is not the administrator of the Top Level 2 Domain Names.

4.3 The Customer subscribes to the Service for the operation of a 2nd or 3rd level domain name that is in personal property of the Customer.

4.4 The Customer undertakes to pay the registration fees for the registration and operation of the DNS servers of its 2nd level domain to the domain name administrator (registrar). The service provider is not the administrator of the 2. level domain names.

4.5 The Customer undertakes not to use the Services for the dissemination of content that would be contrary to applicable laws or good morals.

4.6 The Customer undertakes not to use the Services for the dissemination of pornographic

or warez material.

4.7 The Customer undertakes not to use the Services for the dissemination of spam - SPAM. By registering, the Customer authorizes the Provider to send information emails. Z delivery of informational emails, the Customer may unsubscribe at any time.

4.8 The Customer undertakes not to use the services in such a way that would lead to a violation of Provider's rights or which could cause disadvantage to other customers of the Provider in shared use of server resources.

4.9 The Customer shall be liable to the Provider for damages caused by programming errors installed software which has been inserted or installed by the Provider in the course of using the service Customer.

4.10. If the Provider asks the Customer to delete its data that are damaging software or technical resources of the server, the Customer shall be obliged to remove such data immediately, but no later than 24 hours after the e-mail request is sent to the Customer. If this the Customer fails to do so, the Provider shall have the right to unilaterally suspend the operation of the Service. The suspension The Customer shall be informed by e-mail of the suspension of the service.

4.11. When ordering the service, the Customer is obliged to provide true contact details for the purposes of billing and communication with the Provider, and the Customer undertakes not to use for access to the administration of anonymisers. The Customer undertakes to keep these data up to date.

4.12. The Customer is obliged to protect its access data to the established services from misuse 3. party.

4.13. The Customer undertakes to inform the Provider immediately of any malfunctions and malfunctions of the service by e-mail to: info@flexumshop.com.

4.14. The Customer is fully responsible for the content of its offer and for all content material that content it publishes via the online services. In this respect, the Provider is fully exempt from legal liability. The Customer is acting on its own responsibility.

4.15. The system is always delivered in a certain current technological state due to the constant ongoing modifications and improvements. By purchasing the offered rental of the system, the customer gives agrees that he/she has properly tested the available test version, where the following is always implemented current settings and is familiar with the functionality of all offered modules, applications and optional settings. After the purchase of any additional paid modules, no refund is possible. claim or demand immediate redress in cases where the customer requires features that the system does not offer directly.

5. RIGHTS AND OBLIGATIONS OF THE PROVIDER

5.1 The Provider is obliged to ensure the operation of all its software and hardware resources to provide the Service. Exceptions to this obligation are conditions that cannot be influenced by the provider and cannot be prevented in any way. This includes, for example, force majeure, accidents, outages of public telecommunications networks or other acts necessary to ensure operation of the provider's services (e.g. hardware maintenance, software updates, configuration server upgrades, replacement of server hardware components, etc.).

5.2 The Provider is obliged to carry out continuous monitoring of its technological resources necessary for the proper functioning of the service. The Provider is entitled to shut down the service in the event of sudden emergency situations or in situations that are necessary but planned. On shutdown of services, the provider shall inform the customer at: www.flexumshop.com.

5.3 If the provider is unable to ensure the continuous operation of the service and at the same time has Customer has paid for the "Availability Guarantee" module and at least one period of downtime in calendar month is longer than 30 minutes, the Provider is obliged to compensate the Customer for the sum of such outages by an amount equal to ten times the pro rata amount of such outages in proportion to the amount for which the Customer has paid for the service. The provider shall take this compensation into account in the next billing of the service, for the next ordering period of the customer, by way of a discount for that next period. In the event that the customer does not continue the service for the next period, the provider shall reimburse the customer for this amount on the basis of the customer's tax invoice. In these outages, which are reported in advance by the provider as service or other necessary interventions and the Customer is notified of them on the administration homepage after login

5.4 The Provider undertakes to secure the service and data against unauthorised 3rd party intervention. In the event of a simultaneous threat to the security of the service and the continuous operation of the service, the the security of the operation of the service shall take precedence.

5.5 The Provider has the right to deactivate the paid modules to the Customer, who is responsible for their operation in delay in payment for more than 10 days after the invoice is due. The Provider has the right to provide the Customer with terminate the service completely if he/she is in default of payment for the service for more than 21 days from the due date of the invoice. Termination of the service shall not extinguish the Customer's obligation to pay the amount due for the services provided services. The Customer shall be informed of the deactivation or termination of the service by email.

5.6 The Provider has the right to unilaterally terminate the Customer's service if the operation of the of the Customer's application is detrimental to other customers of the Provider or in the case of breach of the obligations specified in clauses 4.5 - 4.8 by the Customer. Termination of operation of the service, the Customer shall also be informed by e-mail.

5.7 The Provider shall not be liable for any financial loss, material loss or loss of other which may arise from unavailability of the service, damage to or loss of data of the Customer. In the event of unavailability of the service demonstrably caused by the Provider, the Provider shall be liable for the provider for damages up to the ratio of the amount paid by the customer for the service to the total time unavailability of the service. See. Paragraphs 5.2. and 5.3.

5.8 The Provider shall not be liable for the content of the Customer's web presentation and the truthfulness of the information of the Customer's website. For this reason, it is not obliged to check the products offered or services, as well as the information provided by the Customer about this product or service. Third party therefore has no right to claim compensation or other legal liability from the provider for the information provided by the customer.

5.9 In the event that the provider discovers or has reasonable suspicion of fraudulent conduct of the Customer against its customers, the Provider shall have the right to temporarily or permanently disable the Service.

6. PRICE OF THE SERVICE AND METHOD OF PAYMENT FOR THE SERVICE

6.1 The price of the service shall be according to the valid price list at <https://www.flexumshop.com>.

6.2 The operation of the service may also be terminated by notice. This can be made without giving notice reason. The notice can be sent electronically to the contact emails. Notice period shall be 14 days and shall commence on the day following the date on which the notice is demonstrably delivered to the other party.

6.3 In the event of intentional damage to the Provider's reputation by the Customer, the the provider is entitled to withdraw from the service. Withdrawal from the contract shall be effective from the date of following the demonstrable delivery of the notice of withdrawal by the Customer received.

6.4 The Customer shall only be entitled to a pro rata refund of the payment for the service for the unused period if the service is terminated by the provider.

6.5 The Customer may transfer the service to a 3rd party. However, he must only do so with the consent of Provider, who shall express his consent electronically to the Customer's email. The new assignee service must agree to these GTC before commencing operation and must also accept all obligations from the original customer.

7. PAYMENT TERMS

7.1 The Customer is entitled to order and install in its service additional modules offered by Provider in the Marketplace. Both free of charge and for a fee.

7.2. for the modules used in the previous month. A summary of the services used and their prices will be displayed in administration of the service.

7.3 The Provider shall pair the payment received for the service with the Customer's proforma as follows working day after receipt of payment. After the payment has been matched, the Provider shall issue a tax document.

7.4 If the invoice is not paid by the Customer by the due date, it is automatically sent to Reminder No. 1. If the invoice is not paid even within the replacement period, a reminder is sent to the customer. Reminder No. 2 is sent to the Customer, and at the same time, all the Customer's currently used modules. If the invoice is not paid within the time limit specified in Reminder No. 2, it is deleted. the Customer's presentation from the system.

7.5 VAT payers from the European Union who are not based in the Czech Republic are liable for the correct data on their tax liability.

7.6 All tax documents, proformas, payment requests and reminders are sent to by the Provider in electronic form.

7.7 If the Customer opts for automatic debiting of payments from the payment card, the Provider shall periodically make payment for the next period directly from the Customer's credit card. In case of successful transaction is successful, a tax receipt will be sent to the Client after the payment has been made. In the event that the transaction cannot be carried out, the Customer is asked to pay according to clause 7.2. can be cancelled at any time by the customer in the "Invoices" section of the administration.

8. THIRD PARTY SERVICES

8.1 Any use of third party services offered by FLEXUMSHOP Marketplace, e-shop add-ons or specialist consultancy services is entirely at your own risk Customer's own risk. And the Provider is thus not liable for such services supplied by third parties.

8.2 The Provider makes no warranties in relation to third party services. Provider does not guarantee the availability, quality or functionality of third party services.

8.3 The Customer acknowledges that the Provider may at any time, at its sole discretion and without prior notice, deactivate access to any Third Party Services. The Provider shall not responsible or liable to the Customer for any interruption or suspension of access to third party services or deactivation thereof.

8.4 If the Customer installs or activates a Third Party Service, the Customer hereby grants the Provider permission to grant the relevant third party access to the Customer's data and to accept any further operations, that are required when interacting with the third party

service and any exchange of data between Customer and the third party.

8.5 The Provider shall not be liable for any disclosure, modification or deletion of data Customer or other materials or for any corresponding loss or damage that may incurred by the Customer as a result of third party services accessing the Customer's data.

8.6 The business relationship between the Customer and any third party is solely that of Customer and the relevant third party. The Provider shall not be obliged to interfere with any disputes between the Customer and the third party.

9. FINAL PROVISIONS

9.1 The Provider declares that it acts in accordance with Act No. 101/2000 Coll., on the protection of personal data and on amendments to certain acts, as amended, i.e. protects personal Client's data from misuse and never provides them to a 3rd party. Personal data may be used only by the provider for the purposes of the proper functioning of the service, direct communication with Customer and for the statistical needs of the Provider.

9.2 The Customer accepts that all accounting documents issued (invoices and proforma invoices) are sent to the Client electronically via e-mail in pdf format.

9.3 The Provider reserves the right to amend these GTC and shall be obliged to inform the Provider of this fact to inform the Customer of this change by means of the information displayed on the homepage of the administrative section, after login .