

Terms and conditions Patricia Academy s.r.o. for providing distance services

The company Patricia Academy s.r.o., Cernysevskeho 1287/10, 851 01 Bratislava, Slovakia, ICO: 51 827 361, registered in the commercial register of the District Court of Bratislava I Odd.: Sro, insert: 130029/B issues these terms and conditions for the purpose of modifying mutual rights and obligations between Patricia Academy s.r.o. as a Provider and as the Customer in relation to the services offered through the website www.patriciahodalova.com.

All relations between the Provider and the Customer which are not edited by these terms and conditions are governed by the laws of the Slovak Republic, the relevant provisions of Act no. 513/1991 Coll. Commercial Code as amended, and Act No. 40/1964 Coll. Civil Code as amended.

Definitions of terms

„A Provider“ is Patricia Academy s.r.o., Cernysevskeho 1287/10, 851 01 Bratislava, Slovakia, ICO: 51 827 361, registered in the commercial register of the District Court of Bratislava I Odd.: Sro, insert: 130029/B.

„Customer“ is the physical and/or legal entity that sends the Order through which the service is ordered electronically. It is sufficient in the order to provide the e-mail, first name, last name and address of the Customer and/or phone number.

„Site“ is a website operated by the Provider with the purpose to provide the Services www.patriciahodalova.com

„Service“ is conducting of the training through the Site or sending the files to Customer's e-mail, who is entitled to print and freely use these files. The current Services are listed on the Website and in the current Price list.

„Price“ is the price for the Service stated in the current Price list available on the Site which the Customer is required to pay for under the Terms of Payment.

„Price List“ is the list of prices for the Services published on the Site. The price next to the individual Services is also considered to be a Price List.

„Order“ is a submitted electronic form, sending the request through e-mail, fax or in writing by the Customer to the contact details posted on the Site that specifies the ordered Service. The order is binding. The email address specified in the order is considered as an email address for communication with the Customer and for delivery.

„Payment Terms“ are payment instructions, payment due and the resulting price of the Services under which the Provider will provide the Service. The Site lists possible payment methods for the Services, and in particular, payment through PayPal.

„Account“ is the Provider's bank account 2001488211 maintained in Fio Banka (IBAN: SK648330000002001488211, SWIFT: FIOZSKBAXXX).

„Partner“ means any legal or physical entity who is legal and capable of legal actions and who will fill out the registration application form via the partner platform.

General Warnings

The Services provided by the Provider through the Site are solely for entertainment and entertainment purposes. The Services are intended for the knowledge and development of the Customer's own personality and do not serve as a diagnosis. The use of the Services does not replace personal psychological or psychiatric examinations.

Provider is neither a psychologist nor a psychiatrist.

The Provider accepts no responsibility for the Customer's personal reaction to any provided Service.

The Provider accepts no responsibility for incorrect usage of provided Services. The Services are intended for the Customer's entertainment. The Provider warns that in case the Services are sent to the Customer's e-mail for printing purposes – the printed e-mail of the Provider or its attachments are not intended for children younger than 36 months and even when used by older children, parental supervision is required.

Establishment of a Contractual Relationship

The establishment of the contractual relationship and the signing of the Contract between the Provider and the Customer shall take place electronically – long-distance – sending the Order by the Customer and accepting it by the Provider through electronic e-mail response or SMS message to the mobile number indicated by the Customer. The Contract may also be concluded by accepting the Order by the provider and by providing the ordered Service.

The subject of the Contract is the Service specified in the Order or after the Service is accepted.

The Provider reserves the right to refuse the order for any reason as well as without giving any reason.

The Provider is entitled to send changes of the Order in the acceptance of the Order which result from the nature of the matter or from the legislation.

The Provider is not responsible for the delay in delivery and for damage caused by the fact that the Customer did not enter all the required data upon registration and/or filled out the registration form incorrectly. The Provider is also not responsible for the damage caused to the Customer due to the fact that the Customer has forgotten his/her access password and/or the access password has been received by unauthorized persons without the fault of the Provider.

Terms of Payment

The Customer commits to pay 100% of the Price without delay upon entering the Order on the Account in advance, prior the Service is provided. The Provider is obliged to deliver the Service only after payment of the Price. If the Customer fails to pay the Price within 3 days from the date the Order was sent, he/she is withdrawn from the Contract. He/She does not demand delivery of the ordered Service.

The Price is deemed to be paid on the date when it is credited to the Provider's Account.

The Customer acknowledges that until the date of payment of 100% of the Price, the Provider is not obliged to start with the arranging of the Order and there shall be no time limits for the arranging of the Order and delivery of the Service.

The Provider is entitled to the payment of the Price by canceling the Order by the Customer.

The Provider is entitled to withdraw from the Contract as a substantial breach of the contract if the Customer is delayed with the payment of any part of the Price for more than 7 days.

The Customer is entitled to choose any form of payment provided by the Provider. The payment methods allowed by the Provider are published on the Site.

The Provider will issue and send to the Customer's e-mail, that is stated in the Order, a tax document for each service ordered and paid by the Customer. The Customer agrees that a simplified electronic invoice is sent or made available electronically.

Processing of Personal Data

The Customer and the Partner give their consent to the processing of their personal data by the Provider in accordance with applicable law, mostly law 428/2002 Z.z., from the date of registration on the Site for an indefinite period to the extent of all the data provided by the Customer or the Partner and the requested data to the Provider.

The processing of personal data within the scope of the Order is necessary for the fulfillment of the Contract.

During the time when the service is provided, the Customer or the Partner is responsible for the updating of their personal/identifying data.

Liability for Damage

The Provider, as a possible consequence of breach of his obligations, foresaw or could have anticipated damage on the part of the Customer or the Partner in the amount of EUR 0 or another currency, taking into account the facts which he knew or ought to have known at the time of the conclusion of the Contract. This excludes the liability of the Provider for damage in connection with the provision of the Service under the Order as well as for lost profits.

In the event of failure to provide the Service due to an exclusive fault on the Provider's side, the Provider shall return the Price to the Customer.

The Provider acts according to data provided by the Customer and the Provider is not required to verify these data. The Customer is fully responsible for the accuracy of the data and information provided, otherwise he/she is obliged to pay the costs and damages to the Provider that originated.

The Customer has the right to withdraw from the contract that was concluded through the Internet within 30 days of entering the paid course, in accordance with the Civil Code, in electronic form on this email: info@patriciahodalova.com declaring that he is withdrawing from the contract and enclosing a copy of the invoice/tax receipt and the date of purchase. The Customer may withdraw within 30 days without giving any reason. A credit note will then be sent to the customer with an amount corresponding to the online course purchase price. The amount will be refunded no later than 30 days after delivery of the email with the withdrawal. The amount will be refunded via bank transfer. Upon withdrawal from the contract, Access to the member section of the Paid Online Course will be blocked.

In the event of a justified claim, the Customer is required to report the claim in writing by email at: info@patriciahodalova.com, or send claims to the address: Patricia Academy s.r.o., Cernysevskeho 1287/10, 851 01 Bratislava, Slovak Republic. In the case of justified claim, the Customer is obliged to state in writing the reason for the claim either by e-mail or by mail to the contact information listed above. At the same time, the Customer is obliged to indicate his/her current address for delivery of the decision on the result of the claim. The Provider shall, upon receipt of the claim, rectify this and, within 30 days, notify the Customer in writing of the result to the address of the Customer.

Copyrights

The Provider is the owner of all copyrights to the provided Services. Neither the Customer nor the Partner is authorized under any circumstances to disseminate in any way further the Service provided by the Provider (f.e. video, attachments to the e-mails containing cards or other images): Such unauthorized usage and reproduction will be punished.

Specific Provisions for Providing Donations

Physical and legal entities are entitled to point financial donations to Provider. These funds will be used to support the development of marketing projects. The Provider will inform on the Site about the amount of donations provided and how they will be used.

Physical and legal entities are entitled to point donations to Provider whose purpose is not intended.

Termination of the Agreement

The Contract shall cease by fulfilling, or by termination under the terms and conditions or by agreement of the Contracting Parties, including an agreement on the settlement of mutual claims.

The Contract shall cease by withdrawing for reasons stated in the law or in this Contract by the Provider.

For the exclusion of any doubt, it is stated that the provider does not sell the goods.

Common and Final Provisions

The Contract is deemed to have been concluded on the date when the Order is received by the Provider.

The Contract also includes the Terms and Conditions to the date of conclusion of the Contract.

The Contract is governed by the legal order of the Slovak Republic and is adequately covered by the provisions of the Commercial Code.

In the event of conflicts between parties arising from a contractual relationship established by the Site, the competent court of the Slovak Republic will be resolving the dispute.

The Customer declares that he/she regularly updates himself/herself with the information provided by the Provider on the Site, in particular with the description of the Services, with the Price List and with these Terms and Conditions that may be updated by the Provider.

The documents sent by the provider to the Customer are delivered mainly by e-mail, also via the SMS message, and if it is necessary to send them by mail, then it is used the Customer's address mentioned in the Order. In the case of sending a post by mail, the post of the Provider is deemed to have been delivered after 10 days from the date of its sending, in the case of a fax, by printing the acknowledgment of the fax receipt and in the case of sending the post via e-mail by sending an e-mail, regardless of the fact that the customer knew about it.

These Terms and Conditions have been updated on 16.October 2018.