

General Terms and Conditions

Website, Application & Digital Solution Development

1. General Provisions

1.1 The Provider: Petr Kyzlink, ID No. (IČO): 76152839, registered office at Okružní 552, 431 51 Klášterec nad Ohří, a natural person registered in the Trade Register of the Municipal Authority of Kadaň, hereinafter referred to as "the Provider".

1.2 The Client: The Client may be any natural or legal person to whom the Provider renders services on the basis of an order or a contract under these terms, hereinafter referred to as "the Client".

1.3 General Terms and Conditions: These General Terms and Conditions, hereinafter referred to as "GTC".

1.4 Any provisions of the Contract that deviate from these GTC shall take precedence over the provisions of the GTC.

1.5 The Provider's services consist in particular of the development of websites, custom web applications, ordering and booking systems, the provision of hosting and technical operations, and related consulting and technical support.

2. Ordering Services – Contract

2.1 An e-mail message or an order placed via the contact form on the website <https://weby-kyzlink.cz>, from which a request for a specific service is clearly apparent, may also be deemed a binding order without further confirmation by the Client.

2.2 The Contract shall be concluded in writing or electronically by e-mail. Orders placed by telephone shall not be accepted.

2.3 The Contract is concluded at the moment the Provider accepts the order submitted by the Client.

2.4 The Provider reserves the right to refuse an order if it conflicts with applicable laws, public morals, regulations, or if it is contrary to the interests of the Provider or could damage the Provider's good name.

2.5 Data supplied by the Client shall be deemed correct and valid by the Provider. The Client is obliged to provide truthful information. The Provider is under no obligation to verify or otherwise check such information.

2.6 The Client confirms that the personal data provided are accurate and that such data have been supplied voluntarily.

2.7 The Client agrees to the use of remote means of communication when entering into the Contract.

2.8 The Client acknowledges that the Provider is under no obligation to conclude a contract or accept an order, in particular with persons who have previously materially breached a contract, including these GTC.

2.9 Following an initial consultation, the Provider shall prepare a project brief and a cost estimate (proposal). Once the proposal is approved by the Client, the brief shall be considered binding. Any requirements beyond the scope of the approved brief shall be treated as additional work and shall be charged on the basis of an individual agreement.

2.10 Work on the Deliverable shall not commence until the advance payment has been credited to the Provider's account in accordance with Art. 7.

3. Materials for Project Development

3.1 The Client shall supply all textual materials, translations, documents, etc., unless the provision of content materials

has been agreed otherwise.

3.2 The Client is obliged to deliver all materials required for the subsequent development in electronic form using the method agreed with the Provider (e-mail, cloud storage, etc.). This includes in particular: all contact information to be used on the website, social media profiles, and in the case of a website redesign, access credentials to the administration of the existing website.

3.3 Photographs and images shall be delivered in JPG, JPEG, PNG or WebP format. In the case of logos, SVG or PNG format may be used.

3.4 Textual materials shall be delivered in DOC, DOCX, ODT or TXT format (pages must be properly labelled and clearly separated).

3.5 The Client is obliged to deliver the requested materials no later than 14 days from the Provider's request, unless agreed otherwise. If the materials are not delivered within this period, the deadline for completion of the Work shall be automatically extended by the period of the Client's delay.

3.6 The Provider shall not be held liable for errors or issues caused by the use of materials supplied by the Client, where the Provider could not have identified the impact of such materials or where the Client insisted on their use.

4. Content Guidelines

4.1 The Client shall not operate harmful content and shall not distribute computer viruses or unsolicited communications through the services.

4.2 The Client bears full responsibility for the published content of their websites and applications (including infringement of trademark rights, trade name rights, copyrights, etc.).

4.3 The Provider shall not be liable for any unlawful acts of the Client in connection with the content materials provided.

4.4 The Provider may be obliged to remove unlawful information stored by the Client upon becoming aware of its unlawful nature. Such actions shall subsequently be charged to the Client.

5. Rights and Obligations

5.1 The Client is obliged to familiarise themselves with the content of these GTC, which are publicly available at <https://weby-kyzlink.cz/vop>, prior to placing an order or enquiry.

5.2 In accordance with the amendment to the Civil Code No. 374/2022 Sb. of 7 December 2022, the Provider is obliged to send the Client these GTC in PDF format by e-mail.

5.3 The Client undertakes to provide the Provider with all conditions necessary for the proper provision of services, and in particular undertakes to provide all required materials and access credentials without undue delay.

5.4 The Provider undertakes to consult with the Client during the development of the Work and may only make changes with the Client's consent. Individual stages of the Work shall only be carried out upon approval of their final drafts by the Client. If the Client fails to provide the Provider with the necessary instructions in a timely manner, the Provider shall be entitled to proceed independently in a manner that duly protects the Client's interests known to the Provider.

5.5 The Provider shall deliver the Work as a whole and its individual outputs free of substantive and formal errors, in proper quality, on time and in the agreed form.

5.6 The Provider is obliged to inform the Client of any circumstances that may affect the performance of the Work during its execution. If at any time during the performance of this Contract the Provider determines that the Client's instructions are unsuitable or impractical for the fulfilment of this Contract, the Provider shall notify the Client accordingly.

5.7 The Client's personal data are processed in full compliance with Regulation (EU) 2016/679 of the European

Parliament and of the Council (GDPR) and Act No. 110/2019 Sb. on the processing of personal data.

5.8 The Provider shall proceed independently with regard to the choice of technologies, code structure and technical solutions during the development of the Work. The Client's instructions regarding content and visual design shall be binding on the Provider within the scope of the approved brief pursuant to Art. 2.9.

5.9 The Provider reserves the right to temporarily suspend or restrict the provision of services to the extent necessary, without prior notice to the Client, if the services are being used in breach of the contract, order or in violation of the obligations set out in these GTC.

5.10 The Provider reserves the right to share data necessary for the performance of the Work with third parties – for example, during domain registration, web hosting setup, etc.

5.11 The Provider reserves the right to adjust the functionality and graphic design of websites or applications in order to ensure proper functionality, responsiveness and correct display of materials delivered by the Client.

5.12 The Provider shall not be liable for the Client's business results.

5.13 The Client is responsible for ensuring the correct form of legal documents (privacy policy / GDPR, cookie policy, commercial and other terms, etc.). The Provider shall not be liable for any inaccuracy of such documents and/or the Client's failure to comply with statutory requirements.

6. Hosting and Domain Name

6.1 The Provider offers the provision of hosting and technical operation of websites and applications as part of the delivery of the Work. The terms and price of hosting shall be agreed individually.

6.2 The Client may arrange hosting and a domain name independently, at their own cost and in their own name. In such a case, the Client is obliged to provide the Provider with the access credentials necessary for the deployment of the Work.

6.3 The registration and management of the domain name shall be the responsibility of the Client, unless agreed otherwise.

6.4 Where hosting is provided by the Provider, the Provider shall not be liable for outages caused by third parties (server service providers, internet connection failures, DDoS attacks, etc.).

6.5 The Provider undertakes to ensure reasonable availability of the hosted services but does not provide an availability guarantee (SLA), unless agreed otherwise.

6.6 In the event of termination of the hosting arrangement, the Provider shall provide the Client with reasonable cooperation in migrating the Work to another provider within a reasonable timeframe.

7. Invoicing and Payment Terms

7.1 The Client undertakes to pay the price for the performance of the Work, including any additional work beyond the agreed price that has been communicated and agreed upon during the course of the Work.

7.2 The Client is obliged to pay an advance of 50% of the total price before work on the Deliverable commences. The remaining balance shall be paid by the Client prior to acceptance of the Work, as per the issued invoice. The advance payment does not apply to minor modifications and additional work pursuant to Art. 2.9 and 10.6, which shall be invoiced upon completion.

7.3 Invoices shall be issued with a payment term of 7 to 14 days and sent electronically to the Client's e-mail address on the date of issue.

7.4 The Client undertakes to make payments no later than the due date stated on the invoice or payment request. The date of payment shall be the date on which the payment is credited to the Provider's account.

7.5 Full access to websites, applications and service administration shall only be granted to the Client upon full payment of the invoice or payment request.

7.6 The Client is obliged to pay the advance for the order within 7 business days of order confirmation. The advance payment is non-refundable.

7.7 By approving the Work, the Client acknowledges their financial obligation to the Provider.

7.8 The Client is obliged to make the payment in accordance with the instructions on the issued invoice, in the exact amount and with the specified variable symbol.

7.9 In the event of the Client's delay in payment for additionally ordered services or extensions to the existing Work, the Provider shall be entitled to prohibit the use of previously delivered elements, suspend the Client's access to the website or application administration, or proceed to take them offline.

7.10 The Provider is not a VAT payer.

8. Delivery and Acceptance

8.1 The Work shall remain the property of the Provider until the invoice and all obligations to the Provider have been fully settled. Until the price of the Work has been paid, the Client shall not be entitled to use the Work for their own benefit.

8.2 If a website or application is launched before all obligations to the Provider have been fully settled, the Provider shall have the right to suspend the website or application and make it inaccessible to the public until all obligations have been fully discharged.

8.3 The Work or order shall be completed by the agreed deadline or earlier.

8.4 If the Client is in delay with the delivery of required materials pursuant to Art. 3.5, the Provider shall be entitled to postpone the delivery deadlines by the period of the Client's delay, and additionally by the time needed to reallocate resources.

8.5 If the Client is unable or unwilling to continue with the development of the Work or to deliver the materials necessary for continuing the development in time for the agreed deadline, the Client shall be obliged to pay a pro-rata amount corresponding to the price of the work completed as of that date.

8.6 Upon completion of the Work, the Provider shall invite the Client to review and approve the Work. The Client is obliged to review the Work and provide feedback within 5 business days of receipt of the invitation. If the Client fails to respond within this period, the Work shall be deemed delivered and approved without reservations.

8.7 Any comments on the Work must be communicated to the Provider in writing (by e-mail) within the period specified in Art. 8.6. Comments that exceed the scope of the approved brief pursuant to Art. 2.9 shall be treated as additional work.

9. Licence and Source Code Ownership

9.1 Upon full payment of the price for the Work, the Provider grants the Client a non-exclusive licence to use the Work for the purpose for which it was created.

9.2 The source code of the Work shall remain the intellectual property of the Provider, unless otherwise agreed in the Contract. The Client shall not be entitled to share the source code with third parties, copy it or use it for the development of other projects.

9.3 Obtaining access to the source code of a website or application by the Client shall release the Provider from all liability for damages and liability for defects of the Work, even in the absence of a written agreement. The Provider shall in no case be liable for issues or lost profits arising from the Client's interference with the code of the Work, defects in the Work or its unavailability.

9.4 Where the Contract expressly stipulates the handover of the source code to the Client, full responsibility for further maintenance, operation and security of the Work shall pass to the Client at the moment of handover.

10. Warranty and Defect Reporting

10.1 The Provider provides a warranty on the Work for a period of 6 months from the date of delivery to the Client. The warranty covers functional defects that were not caused by the Client or a third party.

10.2 The Client undertakes to report defects immediately upon discovery to the e-mail address: petr@weby-kyzlink.cz

10.3 The Provider shall make every effort to begin rectifying identified defects covered by the warranty within the following timeframes, counted in business days:

- a) 3 business days for textual defects
- b) 2 business days for graphical defects
- c) 1 business day for functional defects in websites or applications

10.4 Defects that do not fall within the above categories shall be rectified no later than 5 business days from the commencement of the repair.

10.5 If the Client fails to provide the Provider with adequate cooperation for the proper execution of repairs, the Client may not invoke the performance deadlines set out in this Article.

10.6 Modifications and changes to the Work beyond the scope of the warranty (new features, extensions, design changes, etc.) shall be charged on the basis of an individual agreement.

11. Defects Caused by Third Parties

11.1 Defects caused by third parties shall not be deemed defects attributable to the Provider, and the Provider shall bear no liability for such damages. The Client shall not be entitled to request the free-of-charge removal of such defects.

11.2 Defects caused by third parties shall mean defects to websites or applications resulting from manipulation by the Client or their associates of source files, servers, databases, server parameter settings, as well as defects caused by third-party attacks, malware and hosting service outages.

11.3 The rectification of defects related to third-party attacks may be carried out at an hourly rate.

11.4 The Provider shall not be liable for issues or lost profits in the event of a fault on the part of the hosting company, such as server unavailability, website infection, problems arising from data leaks, etc.

12. Complaints and Contract Termination

12.1 The Provider shall be entitled to withdraw from the Contract for statutory reasons, in particular if the Client is in arrears with advance payments or instalments for more than 14 days.

12.2 The Provider shall be entitled to withdraw from the Contract if the deadline for the submission of materials for the completion of the Work or the deadline for the final review and approval of the Work is exceeded by the Client by more than one month.

12.3 If the Client's cooperation is necessary for the development of the Work, the Provider shall be entitled to set a reasonable deadline for such cooperation and, upon its expiry, may withdraw from the Contract, provided the Client has been notified of such consequence.

12.4 Complaints may only be submitted by the Client, i.e. the person placing the order or the person named in the order.

12.5 Upon withdrawal from the Contract or cancellation of a confirmed order, the Provider shall be entitled to payment for work completed up to the date of withdrawal, payable within 7 days at the latest.

12.6 The Client may withdraw from the Contract if the Work substantially deviates from the approved brief pursuant to Art. 2.9. This right must be exercised by the Client in writing within the acceptance period pursuant to Art. 8.6. After the expiry of the acceptance period, the Work shall be deemed approved and this right shall lapse.

13. Final Provisions

13.1 In the event of force majeure, each party shall be released from its obligations under the Contract, and any delay in the performance of any obligation arising from the Contract shall be tolerated. The party affected by force majeure shall not be liable for damages if such delay or damage is a direct or indirect consequence of force majeure.

13.2 These General Terms and Conditions form an integral part of every order or contract.

13.3 All relations between the contracting parties not covered herein shall be governed by the relevant provisions of Act No. 89/2012 Sb., the Civil Code, as amended.

13.4 The Client agrees to these General Terms and Conditions.

13.5 The Provider and the Client have agreed that they fully recognise electronic forms of communication, in particular e-mail and the internet, as valid and binding for both contracting parties.

13.6 These General Terms and Conditions shall take effect as of 1 April 2026.