

1. INTRODUCTORY PROVISIONS

1.1. These conditions (hereinafter referred to as the "**Conditions**") set out the detailed conditions under which the company Yogajoga s.r.o., IČ: 24257010, DIČ: CZ24257010, at Vodičkova 15, Prague 1, 110 00, tel.: +420 777 237 982, web. website: <http://maitrikaruna.cz>, registered at the Municipal Court in Prague, Section C, Insert 198047 (hereinafter referred to as "**MK**"), provides the other party (hereinafter referred to as "**You**" or "**Client**") with Services (defined below in Article 1.8 of the Conditions) and related activities and regulate mutual rights and obligations, on the basis of a contract which is concluded in accordance with these Conditions and which is governed by these Conditions and the Operating Rules (hereinafter referred to as the "**Agreement**").

1.2. "**Price list**" means the price list available on the website <https://www.maitrikaruna.cz/terapie> or at the reception of MK. In case of conflict between these versions, the price list available online shall be decisive.

1.3. "**Reservation system**" means the Reenio web application operated on the MK website, including its content, located at the web address <https://maitrikaruna.cz/terapie>.

1.4. "**Credit**" means funds to be drawn on the Client's User Account.

1.5. "**On-line reservation**" is an act by which the Client makes a binding reservation for one of the Services via the MC website and thereby undertakes to pay the relevant price for the Service in the amount specified in the Price List.

1.6. "**Operating Rules**" is a summary of the rules of conduct within the premises of MK, which is available on the website of MK or on the premises of MK.

1.7. "**Registration / Reservation**" is an act whereby information about a visitor of the Reservation System is recorded in the database of users of the Reenio Reservation System. The information that is recorded during registration / reservation is: name, surname, date of birth, telephone and e-mail address of the user. User registration / reservation takes place by entering the necessary registration data via the Reservation System interface.

1.8. "**Service or Services**" are services and selected Workshops and Lectures offered by MK and described in more detail on its website. The services are managed by the relevant service provider and implemented on the premises of MK in accordance with the schedule published on the website of MK.

1.9. "**User Account**" is an individual account of the Client registered in the Reenio Reservation System on the basis of the Registration.

1.10. "**Workshop, Lecture**" is a specific service led by a service provider or lecturer, typically of a longer duration.

1.11. Each Client is obliged to familiarise himself with these Conditions. By visiting the Reservation System, registering in the Reservation System, making online reservations or using the Services, the Client confirms that he has familiarised himself with the Conditions and agrees with them.

2. REENIO RESERVATION SYSTEM

2.1. Through the Registration, a User Account is created for the Client, through which the Client gains access to information about his profile, the balance of his Credit and the history of reservations.

2.2. Within his User Account, the Client is entitled to change and modify the selected data. The Client is not entitled to change the amount of his Credit or attempt to do so within the Reservation System.

3. REGISTRATION / RESERVATION AND CONCLUSION OF THE CONTRACT

3.1. By making a Registration / Reservation or On-line Reservation, the Client confirms that he has read these Conditions and the Operating Rules, understands their content, has no objections to them and agrees with them. Furthermore, the Client confirms and agrees that:

The services provided by MK are alternative therapies, that only supplement the healing any process. Thus, they do not replace the classic Western medicine treatments, but only complement it. Therefore, if you have an existing health problem and your intention is not just personal development, please consult your doctor first. The Client undertakes the selected Service on the basis of his own decision and at his own risk.

The Service Providers are mere guides, lecturers and counsellors supporting you on the path of your personal development. They are not doctors and therefore cannot provide medical diagnosis. They may not interfere with any medication or treatments prescribed by medically qualified personnel. If the symptoms persist or the health problem is serious, the Client should contact his doctor.

3.2. Registration or online booking is only possible electronically on the website <https://maitrikaruna.cz/terapie>.

3.3. Client Registration is free and takes place via the registration form and by clicking on the "Register" button. The visitor must enter: e-mail address, name and surname and contact and confirm his agreement with these Conditions and the Operating Rules.

3.4. One person can be Registered in the Client Zone only once, and only with a valid e-mail address.

3.5. On-line reservation is a binding reservation of the given Service and is concluded by filling in the reservation form. The visitor must enter: e-mail address, name and surname and contact and confirm his agreement with these Conditions and the Operating Rules.

3.6. By completing the Registration or On-line reservation, the Agreement is concluded in writing electronically, on the website of MK. These Conditions and the Operating Rules form an integral part of the Agreement. The Agreement is concluded and effective upon confirmation of the conclusion of the Agreement by MK. Such confirmation shall, in the case of Registration, contain additional login details that are issued on the basis of the Registration form submitted via the MK website by the Client, provided that the Client has confirmed that he has familiarised himself with these Conditions and the Operating Rules. In no circumstances shall MK be obliged to conclude the Agreement.

3.7. MK is not liable for any damage to the Client caused by drawing on the Credit by an unauthorized person.

3.8. By entering the MK premises, the Client confirms that he has read these Conditions and the Operating Rules, understands their content, has no objections to them and agrees with them.

3.9. Upon entering the premises of MK, the Agreement is concluded in a spoken form and these Conditions and the Operating Rules form an integral part of the Agreement. The Agreement is concluded and effective upon commencement of the provision of Services by MK. MK is not obliged to conclude the Agreement.

4. PRICE FOR SERVICES, PAYMENTS AND CANCELLATION

4.1. The Client undertakes to pay MK for the Services the price set out in the Price List in force on the day on which the Services are provided, unless the Client and MK agreed otherwise. MK reserves the right to change and update the Price List at its sole discretion.

4.2. The Client undertakes to pay MK for the Workshops and Lectures in which he will participate, the price set out in the description of such Workshop or Lecture, unless the Client and MK agreed otherwise.

4.3. All prices listed in the Price List include 21% VAT.

4.4 In the case of an On-line Reservation, it is possible to pay for the Service through the Go Pay payment gateway directly when making the On-line Reservation or at the premises of MK, either by non-cash payment by bank card or by cash payment.

4.5. The Reservation or On-line reservation of the Service can be cancelled no later than 24 hours before it is due to commence, in the case of an unregistered Client, by sending an email to info@maitrikaruna.cz and in the case of a registered Client directly in the Reservation System. If the Service is not dully cancelled within this period, the full fee will be charged in accordance with the Price List.

4.6. If the Reservation of the Service has been dully cancelled in accordance with the paragraph 4.5. of these Conditions by a registered Client, his Credit will be increased by the price that such Client paid for the cancelled Service within 5 working days from the day of due cancellation of the Reservation of the Service.

4.7. If the On-line reservation of the Service, which was prepaid through the Go Pay payment gateway when making the On-line reservation or at the premises of MK (either by non-cash or cash payment), is dully cancelled in accordance with the paragraph 4.5. of these Conditions by an unregistered Client, it is necessary that such Client within 7 days of cancellation of the On-line reservation (i) registers himself in the Reservation System and (ii) sends an email to info@maitrikaruna.cz providing notice of such Registration and in the notice applies that his unused funds are credited to his User Account. These funds will be credited to his User Account in the form of a Credit within 5 working days from the date of receipt of the email with such request.

5. CREDIT AND ITS USE

5.1. After Registration, the Client is entitled to deposit funds in the form of Credit to his User Account. Depositing the Credit is possible at the reception or through the Go Pay payment gateway.

5.2. The Credit has an unlimited validity.

5.3. The Client is entitled to use the Credit to pay for the Services pursuant to paragraph 4.1 of these Conditions.

5.4. The Client is also entitled to use the Credit to pay for the Workshops and Lectures pursuant to paragraph 4.2 of these Conditions, if it is explicitly stated in the description of the given Workshop or Lecture that they can be paid for by way of a Credit.

5.5. Unless otherwise provided, the Client is entitled to use the Credit in accordance with this article to pay only for the Services in MK, which he himself uses personally.

6. RIGHTS AND OBLIGATIONS OF THE CONTRACTING PARTIES

6.1. The obligations of MK related to the Services are governed exclusively by these Conditions.

6.2. The premises and reception of MK are located at Vodičkova 15, Prague 1, 110 00. These premises are open according to the currently valid schedule of Services, which is located on the website <https://iy.yoga/terapie>. MK is entitled to cancel the planned Services without compensation. It will inform Clients about such cancellation through notifications on the MC website or on the MC Facebook page.

6.3. The Client undertakes that when using the Client Zone, he will observe the laws and regulations of the Czech Republic, will always act in accordance with these regulations, good manners and these Conditions, and will not damage the good name of MK in any way.

6.4. The client is obliged to state his personal data correctly and truthfully. The Client is also obliged to inform the Service Provider prior to the commencement of each Service truthfully and completely about his physical and mental condition and any other facts that may be related to or affect the provision of the Service.

6.5. The Client is entitled to file a complaint about an unauthorized movement of the amount of the Credit on his User Account, no later than within 30 days from the occurrence of the movement in question. The complaint must be sent to info@maitrikaruna.cz, including a description of the situation and substantiation of all allegations that are to support the Client's complaint.

6.6. The Client undertakes to protect the access data to the User Account to the extent that can be reasonably requested from him and will not disclose them to a third party.

6.7. MK does not guarantee the connectivity and faultless operation of the Reenio Reservation System and is not liable for any direct or indirect damages that arise due to the impossibility to connect to the User Account in the Reservation System.

6.8. Each Client uses the Reenio Reservation System at his own risk. MK is not responsible for the accuracy, completeness and update of the information located in the Reservation System.

6.9. The Client agrees that MK is not responsible for the information published on the MK's website and is not responsible for its grammatical or factual accuracy.

6.10. MK is not liable for damage and injury that may occur to Clients or third parties in connection with the use of the Reservation System, or that could arise or arose to the computer which the Client was using to enter the Reservation System, including lost profits or loss of any data.

6.11. The Client undertakes to compensate MK for any damage that arises in connection with the Client's breach of the obligations set out in these conditions.

6.12. The Client undertakes not to make any sound or camera recordings during the Services and acknowledges that the use of sound and camera recordings is strictly prohibited on the premises of MK.

7. DURATION AND TERMINATION OF THE AGREEMENT

7.1. The contractual relationship between the Client and MK in accordance with these Conditions lasts for the duration of the Client's Registration in the Reservation System, in the case of a registered Client, and

for the period from the conclusion of an Online Reservation until the termination of the Services, in the case of an unregistered Client.

7.2. The Client may at any time, without giving a reason, terminate his Registration in the Reservation System. He can terminate the Agreement by sending his request to cancel to the e-mail address: info@maitrikaruna. The agreement shall be terminated upon one month's notice. Such notice period shall commence on the first day of the calendar month following the calendar month in which the notice of termination of the Agreement was delivered to MK.

7.3. MK may at any time cancel the User Account or Reservation and thus terminate the Agreement without further notice to any Client:

7.3.1. if the Client uses the User Account in violation of the laws or regulations of the Czech Republic or of good morals;

7.3.2. if MK reasonably believes that the Client repeatedly violates the conditions of the Agreement, mainly these Conditions or the Operating Rules;

7.3.3. if the Client used invalid or false data in the Registration;

7.3.4. if the Client has been inactive for more than 24 months;

7.3.5. which has repeatedly concluded the Agreement, especially if MK has terminated its original Agreement for the reasons stated in paragraph 7.3 of these Conditions, unless the Client and MK agree otherwise.

7.4. In the event of cancellation of the Registration by MK, the balance of the Credit will not be reimbursed to the Client in any way.

7.5. Termination of the Agreement does not release either party from its responsibility to settle its liabilities arising from the non-compliance with its obligations, including obligations arising during the term of the Agreement.

8. INTELLECTUAL PROPERTY PROTECTION

8.1. MK website and Reservation system, including its content, texts, visualizations, design, all images and all databases constituting its content (hereinafter referred to as "**Content**") are protected by intellectual property rights, including copyright, trade name protection rights and other intellectual property rights.

8.2. MK declares and, by using the Reenio Reservation system, the Client expressly acknowledges that MK is the authorized owner of the relevant intellectual property rights to the functions of and the Reservation system itself and is the only person entitled to give consent to any use of the Content in accordance with Act No. 185/2015 Coll., Copyright Act, as amended (hereinafter referred to as the "**Copyright Act**").

8.3. MK provides the Client with a non-exclusive right to use the Content exclusively for the Client's personal use and for non-commercial purposes. Any other use of the Content (as a whole or in its individual parts) requires, in accordance with the Copyright Act, the prior written consent of MK to such use.

8.4. Any use of the Content on other websites without the consent of MK may result in a criminal offense (e.g. criminal offense of copyright infringement under § 270 of the Criminal Code), liability for damage

caused to MK under the Civil Code or entitlement of other rights that may arise to MK under the provisions of the Copyright Act and any other legal regulations.

8.5. MK reserves the right to change, supplement and delete any part of the Content at any time.

9. DATA PROTECTION

9.1. Yogajoga s.r.o. will process your personal data that you provide to MK for the following purposes:

9.1.1. implementation of Services, yoga lessons and Workshops and Lectures;

9.1.2. providing an overview of the client's account balance;

9.1.3. company introduction and development support - marketing

9.1.4. and protection of legal claims of MK.

9.2. Detailed information on the processing of your personal data and on your related rights can be found in the Policy on the processing of personal data on the website of MK or at the reception.

10. CONSUMER INFORMATION

10.1. If the Client acts as a consumer in legal relations with MK in the sense of § 419 of Act No. 89/2012 Coll., The Civil Code, as amended (hereinafter "**OZ**"), i.e. acts outside the scope of his business activities or outside of the scope of his self-employment (hereinafter referred to for the purposes of this Article "**Consumer**"), the following arrangements shall apply:

10.2. The activities of MK are supervised by the state authorities of the Czech Republic, to which the Consumers can turn to in accordance with legal regulations governing the competence and powers of such authorities.

10.3. The Agreement is archived by computer technology and is not accessible to third parties.

10.4. The Agreement can only be concluded in the Czech language.

10.5. The Consumer is entitled to withdraw from the Agreement without giving a reason and without any sanction within 14 (fourteen) days from the conclusion of the Agreement.

10.6. The Consumer may request the commencement of the provision of the Service immediately after the conclusion of the Contract, i.e. before the expiry of the withdrawal period. However, in such event, the parties shall not return the performance already provided under the Contract, should the Consumer decide to withdrawal pursuant to paragraph 10.5 of these Conditions.

10.7. MK hereby informs the Consumer that he has the right to file a motion to initiate out-of-court proceedings in the matter of a consumer dispute arising from a concluded Agreement with MK, no later than 1 (one) year from the date when he first exercised his right which is the subject of the dispute. The competent authority for out-of-court settlement of consumer disputes under the Agreement concluded between MK and the Client (Consumer) is the Czech Trade Inspection Authority. The rules set by the Czech Trade Inspection Authority, which regulate the procedure for out-of-court settlement of consumer disputes,

as well as the application form, are available to the Client (Consumer) on the Czech Trade Inspection Authority's website at: adr.coi.cz or www.coi.cz.

11. GENERAL AND FINAL PROVISIONS

11.1. Each of the contracting parties is obliged to notify the other contracting party in writing of changes in all facts, in particular identification data and other changes that could affect the proper performance of the Agreement.

11.2. The Agreement may be amended or supplemented only by a written amendment agreed by both parties.

11.3. MK is entitled to unilaterally change and supplement these Conditions, the Price List and the Operating Rules. MK shall inform the other contracting party about all such changes on the MK website, by e-mail or written letter, or in another agreed manner. In relation to changes to the Conditions, should the Client not agree with the changes to the Conditions, he shall be entitled to terminate the Agreement within 1 (one) month of entry into force of the new Conditions with effect from the date of delivery of the notice to MK.

11.4. These Conditions are valid and effective from 1 September 2020.