

# **Conditions of Use and Privacy Notice**

## **MEMORIX s.r.o. – eshop**

### **Article 1 - General provisions**

1.1. The Operator of this website and the service provider of this website is the company MEMORIX s.r.o., ID: 04527038, based in Plzenska 1270/97, 150 00 Prague 5, registered in the Commercial Register of the Municipal Court in Prague, Section C, File 248620 (hereinafter referred to as "Operator" or "Seller"). By using these web pages and/or purchasing e-books through this website you give consent to the General Terms and Conditions (hereinafter referred to as "GTC"). These GTC govern the mutual rights and obligations of the contractual sites when using services provided by the Operator via the user interface of the website [www.memorix.cz](http://www.memorix.cz) or standalone applications located on the website (hereinafter referred to as "Web"). The GTC also regulate the rights and obligations of users when using the Web as well as other related legal relations. The provisions of these GTC are an integral part of the purchase contract between the Operator and a user, the subject of which are the e-books offered on the Web. Different arrangements in the purchase contract, if accepted by all contracting parties, take precedence over the provisions of these GTC.

1.2 Both legal and natural persons may become a user of the services (hereinafter referred to as "User" or "Buyer") provided by the Operator under the conditions that they are fully qualified for legal acts (in accordance with applicable law in the country). Minors may conclude contracts with the Operator only with the consent of their legal representatives and under their supervision.

1.3 These GTC may be amended by a unilateral decision of the Operator and the change is effective from the date of its publication on the Web. The User acknowledges that he will not be notified of these changes and is required to get acquainted with the current wording of the GTC before each use of the services on this Web.

1.4 For the purpose of creating an order on this Web the User is obliged to provide accurate, correct and truthful information about themselves. Knowingly providing false, incorrect or incomplete data may be treated accordingly to relevant legislation, including criminal law.

### **Article 2 - Copyrights**

2.1 The User acknowledges that the content of the Web is protected by legislation on copyright protection and other regulations governing the protection of intellectual property. The User is not allowed to reproduce, copy, distribute, sell, transfer, change, modify, or otherwise interfere with the content of the Web. The User is not entitled to use the site for commercial purposes, neither is he authorized to provide access to the web content for these purposes in any way. The User is not allowed to use automated processes for using the content of this Web.

2.2 Trademarks, trade names, graphics and design elements located on the Web constitute intellectual property of the Operator and cannot be used in any way without prior written consent.

2.3 Through the Web, the User can obtain the right to use an authorial work against payment. All materials that are offered on the Web are copyrighted components and as such are protected by copyright laws.

2.4 Copyrighted work may become available to the User through the Web in the form enabled to be downloaded. Downloading is considered as commercial making of a permanent copy of a work in electronic form. The User must not use this copy in any manner other than for which he was awarded a license and only to the extent determined by this license. To avoid any misgivings, it is stated that each license is granted by the Operator with no geographical restriction, unless explicitly indicated otherwise in particular cases.

### **Article 3 - Purchase in e-shop**

3.1 Based on a submitted order, the User is entitled to purchase materials by means of downloading these from the Web. Downloading a file the User will receive a reproduction of the work in electronic form against payment. Price is determined respectively for particular materials. The User may use his copy of the work in accordance with the valid and effective wording of the Copyright Act.

3.2 The materials the Operator of this Web offers are distributed solely in electronic form (especially email, link to download, etc.) and no claim for delivery of physical media can be established. After the payment has been received, the User will be sent a link for a one-time download of a copy of the purchased material to provided email address. Delivery of the digital product to the email address of the Buyer is regarded as unpacking of goods when original packaging is disrupted in accordance with §1837 letter h) of the Civil Code.

3.3 The price is final, includes respective value added tax, and always applies to the particular item.

3.4 The price can be paid using the GoPay payment system. The contract is concluded the moment the corresponding payment has been processed through the GoPay payment system, and it means the User has acquired the right to download the copy.

3.5 The User shall make the payment within 14 days from the date the order has been placed through the Web. In case the payment is not carried out within that period the order will be considered canceled by the service provider, which the User expressly agrees with.

3.6 The User is obliged to check his order and all information therein. The Operator is not liable for damages resulting from the consequences of errors or incorrect data specified in the order.

### **Article 4 - Termination of agreement**

4.1. According to § 1837 letter l) of the Civil Code, the consumer cannot withdraw from the contract for the supply of digital content if the item has not been supplied on a tangible medium and has been delivered with the prior expressed consent of the consumer before the deadline for withdrawal has expired.

4.2 The Buyer has an option to withdraw from the contract only under the circumstances the Buyer has not yet received the desired goods in the form of a download link. Fulfilling delivery in the form stated above is of similar nature as disrupting (unwrapping) original packaging of a program. This does not affect the right of the Buyer to claim a replacement for the purchased goods in case a non-functional link has been sent.

4.3 The Operator is entitled to withdraw from the contract when particular goods become out of stock or unavailable, in case of such major changes that prevent the Operator's obligations under the purchase contract, in an event of force majeure, or when despite exerting all efforts that may be fairly required from someone, the Operator is not able to deliver the items to the Buyer within the allotted time or for the price that was agreed upon in the purchase contract. The Operator is obliged to inform the Buyer forthwith of this actuality and return any monetary payments that has been so far carried out under the purchase agreement.

4.4 The Seller also reserves the right to withdraw from the contract or its part in case obvious verbal or numerical errors occur in the price of goods (e.g. the price is obviously different than it is usual for this type/kind of good). As an obvious verbal or numerical error is considered, for example, erroneous inclusion of numbers in the price, obviously low priced goods and other obvious errors in writing. In this case, the Seller will immediately contact the Buyer to agree on further action.

#### **Article 5 - Defective fulfillment and claims**

5.1. The Operator is responsible for ensuring that goods are of proper or agreed on characteristics, are free from defects and meet the requirements of the legislation upon delivery. In the case of failing to meet these specified conditions, especially if data files contain a different e-book other than the User purchased or the data files are incomplete, damaged or unreadable on compatible devices, the User has the right to file a claim and its execution falls under generally binding regulations governing the exercise of the rights from the defective performance and its handling. The User is obliged to inform the Operator about the claim without delay by sending an email to ebook@memorix.cz. Information about the claim must comprise at least the order number, name of the purchased items and a description of the defects.

5.2 The Operator will decide on how the filed claim will be dealt with, and that is within 7 days from the verifiable delivery of the claim. Legitimate claims will be settled by the Operator within 30 days.

5.3 By placing an order the User agrees that contract fulfillment can begin immediately, and the fulfillment is therefore commenced instantly by the Operator after receipt of the corresponding payment. The User acknowledges that he is entitled to rescind the contract only until the moment the Provider has started with the fulfillment.

#### **Article 6 - Licensing conditions**

6.1. After paying for an item, the User is permitted to use the material and save its copy on a memory medium. The User is authorized to use the copy for personal use only. It is strictly prohibited to further reproduce, print, rent, lend, exhibit, or communicate publicly the material or its part in any way, just as it is prohibited to provide its content to third parties, and that is against payment as well

as free of charge. The User is not allowed to modify the work, otherwise interfere with it, or associate it with another piece of work. The User is not allowed to translate or transform the work into another form, e.g. printed.

6.2 The User is not entitled to interfere with the technical elements protecting the work or limiting the scope of its use. The User is not entitled to explore or test the security aspects of the work. The User is not authorized to circumvent the technical elements securing the work. Any disruption of these technical means is an infringement of copyright and will be prosecuted under the relevant legislation.

## **Article 7 - Technical conditions**

7.1 The User acknowledges that reading an e-book is conditional on a specific software and hardware. The Operator is neither responsible for the inability to download the materials due to insufficient software or technical equipment of the User nor is he in this case obliged to refund the money that have been already sent. Each work on the Web is accompanied with a preview made available for free download to allow users to check their compatibility of their devices in advance.

7.2 The Operator secures the Web against unwarranted interferences by third parties, against virus attacks, and so forth. However, the User acknowledges he is required to have a properly secured PC or other technical devices the copy of the work has been stored on. The Operator is not liable for any damage the User sustained due to an unauthorized interference by a third party.

7.3 The User is not authorized to examine, explore or test the security of the Web, neither is he permitted to break the technical security elements of the Web. The User is further not authorized to use any automated systems for downloading data from the Web and monitoring the Web or other users. The User is not allowed to reproduce or exploit processes to monitor the content of the Web in any way. The User is not allowed to use any technical resources to interfere with the Web for the purpose of overloading, flooding or denying its functionality.

7.4 Violation of the Web, its content, security or functionality, or attempts of such an unwarranted interference will be considered a breach of legislation and dealt with in a corresponding way. The Operator is entitled to technically prevent further use of the Web in this case.

## **Article 8 - Privacy**

8.1 When submitting an order, the User grants the Operator consent to the processing of personal data in the scope of name, contact address, email, telephone, and that for an indefinite period.

8.2 The Operator is the data administrator. Personal data are processed and protected according to Act no. 101/2000 Coll., On the Personal Data Protection, as amended. Memorix s.r.o. is registered at the Office for Personal Data Protection under the registration number 00064259.

8.3 The User is obliged to provide information correctly, truthfully and completely, and is bound to inform the Operator about newly emerged changes without undue delay.

8.4 Personal data are processed electronically and the operator is entitled to appoint a third party to automatically process these data.

8.5 Unless selecting different option, the user's consent to the processing of personal data shall also be for the purpose of sending commercial messages and information to the user's email address.

8.6 The User further agrees to the processing of data about his education (university, level of education), if such data were provided in the first place.

8.7 The User has the right to revoke the consent to the processing of personal data at any time by contacting the Operator in written form at [ebook@memorix.cz](mailto:ebook@memorix.cz).

## **Article 9 - Final provisions**

9.1. The contracting parties expressly agree that the legal relationship between the Operator and the User is governed by Czech law, particularly the Copyright Law and the Civil Code, as amended. Should any provision of these GTC be or become invalid or ineffective, such invalidity or ineffectiveness will not affect the validity and effectiveness of the remaining provisions of these GTC.

9.2 The Operator is entitled to interrupt or suspend any services provided through the Web. The Operator is, in any case, not liable to the User for any damage caused by a temporary or permanent unavailability of the Web or some of its applications.

9.3 By concluding the purchase contract, the Buyer confirms that he is familiar with the General Terms and Conditions, agrees with them, and accepts them. The Buyer further confirms that he has understood all provisions of the conditions and has not found any ambiguity.

9.4 In case the Operator and the User, who is also a consumer as defined by generally binding legal regulations, find themselves in a consumer dispute arising from the purchase contract or service agreement that cannot be solved by mutual agreement, the consumer may file a motion for extrajudicial resolution of such dispute to an official body appointed to settle consumer disputes out-of-court, which in this case is the

### **Czech Trade Inspection**

*Central Inspectorate - ADR Department*

Stepanska 15  
120 00 Prague 2

Email: [adr@coi.cz](mailto:adr@coi.cz)

Web: [adr.coi.cz](http://adr.coi.cz)

The consumer may also use an online dispute resolution platform, which has been established by the European Commission at <http://ec.europa.eu/consumers/odr/>.

These GTC become effective on July 1, 2016.