

# Terms and Conditions for [www.jakubtrpis.com](http://www.jakubtrpis.com)

**The rights and obligations of both User and Operator, especially the rights and obligations arising from the Contract of Purchase are governed by these terms and conditions (hereinafter referred to as “Terms and Conditions”)**

## **1 Definition**

1.1 In these Terms and Conditions

1.1.1 “E-shop” means a PC software – internet application accessible on the Internet on [www.jakubtrpis.com](http://www.jakubtrpis.com). Its main functionality is that the User has the ability to display, pick and order goods in the said application.

“Contract of Purchase” means contract of purchase by course of Section 2079 et seq. of the Civil Code concluded between the Operator, as the seller, and the User, as the buyer through the E-shop;

1.1.2 “Cart” means such part of the E-shop, which is automatically generated by activating the relevant functions by the User as part of the User’s actions on the E-shop platform, mainly by adding or removing Items and/or changing the number of the selected Items.

1.1.3 “Civil Code” means Act No. 89/2012 Sb. of the Civil Code as follows:

“Operator” means Jakub Trpiš, Tax Id. No. 87225671, place of business Vilová 102, Vratimov, 739 32, Czech Republic;

1.1.4 “Consumer” means the User – a person who apart from his/her business activities or performing his/her job concludes an agreement with the Operator or does other business with the Operator;

1.1.5 “User” means any natural or legal person using the E-shop.

1.1.6 “Item” means the item and the licence (if included) offered and sold by the Operator to the User through the E-shop.

## **2 Information for the Consumer before concluding the contract**

2.1 The Operator concludes agreements, whose subject is the purchase of the book *The Choice* written by Jakub Trpiš, which is sold in printed and electronic form.

2.2 The Consumer agrees to comply with all the regulation of Act No. 121/2000 Sb. (copyright law), especially the prohibition of illegally copying and selling the purchased publication.

2.3 Regarding the price of the Item, the shipping costs and other fees:

2.3.1 The prices listed on the website include 10% VAT on books and 21% VAT on e-books.

2.3.2 Free shipping only applies to Czech Republic and Slovakia.

2.4 In case of withdrawal from the agreement:

2.4.1 The Consumer has according to Section 1829 subsection 1 of the Civil Code the right to withdraw from the Contract of Purchase within 30 days from the day of purchasing the Item. If more purchased items are the subject of the Contract of Purchase, the 30-day period begins from the delivery date of the last of the said Item. The Consumer has to notify the Operator about the withdrawal from the Contract of Purchase within the period stated in this paragraph.

2.4.2 Send the withdrawal of the contract to email address [info@jakubtrpis.com](mailto:info@jakubtrpis.com)

2.4.3 The Consumer is obliged and without further ado within 14 days from the day of the withdrawal from the Contract of Purchase to send the Item to the Operator or hand it over on the Operator's address. The given period will be met even if the Consumer sends or hands over the Item on the last day of the given period.

2.4.4 If the Consumer withdraws from the Contract of Purchase, he/she is obliged to send a written notice with information about his/her bank account in order that the purchase price of the Item is properly returned (price may be lower if legal reasons are fulfilled).

### **3 Concluding the Contract**

3.1 The operator offers the conclusion of the Contract of Purchase to the Consumers through the E-shop. The button "I want the book" in the user interface of the E-shop functions as an offer to conclude the Contract of Purchase.

3.2 Clicking the button "Finish the Order" is anticipated as the User's unconditional acceptance of the Operator's offer to conclude the Contract of Purchase under the conditions stated in paragraph 3.1 of the Terms and Conditions.

3.3 The unconditional acceptance of the offer under the conditions in paragraph 3.2 means the conclusion of the Contract of Purchase.

3.4 The Contract of Purchase is concluded when the electronic information by clicking on the button under the conditions listed in paragraph 3.2 is sent and subsequently arrives through the Internet on the server, where the E-shop runs.

3.5 The Operator shall send an e-mail to the User regarding the conclusion of the Contract of Purchase. The Contract of Purchase will be sent to the e-mail stated in the relevant box of the user's interface on the E-shop.

### **4 Contract of Purchase**

4.1 By concluding the Contract of Purchase, the following come into effect:

- 4.1.1 The User buys the Item picked in the user interface of the E-shop from the Operator by clicking on the Item and adding it to the Cart. The amount of the Item depends on the User's choice in the user interface of the E-shop. The User undertakes to pay the Operator the amount relevant to the Item listed in the user interface of the E-shop.
- 4.1.2 The packaging of the item is solely the responsibility of the Operator; Section 2097 of the Civil Code is hereby excluded.
- 4.1.3 In case of cash-free payment, the User's obligation to pay the purchase price is completed when the sum of the purchase price arrives to the Operator's bank account.
- 4.1.4 The Operator has the right to discount the price of the Item.
- 4.1.5 Payments, fees and other incentives which the User has to spend for services by third parties in order to purchase the Item are not included in the Item's purchase price; such expenses are solely the User's expenses.
- 4.1.6 The Operator reserves ownership rights regarding the Item, which is the subject of the Contract of Purchase until the full payment of the Item's purchase price by the User.
- 4.1.7 The Operator undertakes to deliver the Item to the User within a reasonable period from the day of the conclusion of the Contract of Purchase. The set delivery period in the user interface is only indicative.
- 4.1.8 The Operator shall send an electronic invoice to the User's e-mail address which the User listed in the relevant box in the user interface of the E-shop while ordering the Item.
- 4.1.9 From the moment of the Item's delivery to the User, all damages as well as the loss of the Item is the sole responsibility of the User.

## **5 Complaints Procedure**

- 5.1 In the case of delivery of obviously damaged mechanical goods, it is necessary to claim this defect within 3 business days following receipt of the shipment.
- 5.2 Complaints of the delivered goods and digital content are available at [info@jakubtrpis.com](mailto:info@jakubtrpis.com) . Photographs and a precise description of the defect must also be attached.
- 5.3 If a defect occurs within 6 months of the date of receipt, the goods or digital content shall be deemed to have been defective upon its receipt, unless the Consumer knew of the defect prior to its takeover.
- 5.4 In the event of the Operator's liability for defects, the Customer has the right to request the exchange of the book for a new copy. If such a procedure is not possible, the customer has the right to a reasonable discount or to withdraw from the contract.
- 5.5 The Customer has the right to claim a defect that occurs with the goods taken over within 24 months of receipt of the goods.

## **6 Personal data**

6.1 Pursuant to Section 5 subsection 2 of Act No. 101/2000 Sb. regarding the protection of personal data, as subsequently amended (hereinafter “Act”), the User agrees that the Operator, who is also the administrator of personal data, will collect, keep and process his/her personal data. The User also agrees that the personal data given to the Operator will be processed by:

the administrator;  
any other employee of the administrator;  
any contracting party of the administrator;

6.2 The administrator is authorized to collect the following personal data of the User:

name, surname, company name  
date of birth, ID number,  
address (billing and delivery)  
phone number, e-mail address, sign-in details and password of user account.

6.3 Such consent of the User is indefinite.

6.4 The Operator, acting as the administrator, sets the purpose of processing of personal data:

sending administrator’s offers;  
filing personal data to the database.

6.5 The User declares that he/she understands his/her rights pursuant to Section 12 and Section 21 of the Act and declares, that all data are accurate and true and are provided voluntarily.

6.6 The Operator declares that he will collect personal data only to the extent needed in order to fulfil the above stated purpose and process such data with accordance to the purpose for which such data were collected.

6.7 The Operator declares that the personal data will be processed as follows:

automatically through the PC and other PC programmes;

## **7 Cookies**

In accordance to Section 89 subsection 3 Act No. 127/2005 Sb., electronic communication, as amended, the Operator notices the User, that he processes the User’s Cookies, including permanent Cookies and the User gives his/her consent to the Operator. Such consent, as described above, is given for a period of 6 months.

The Operator processes the User’s Cookies in order to personalize the content, the ads, in order to provide social media functions and to analyse the number of visitors on the website. The Operator shares the information about how the User uses the E-shop with his associates working in social media, advertisements and analysis.

## **8 Law applicable**

8.1 The given terms and conditions, as well as the Contract of Purchase, are governed by the Czech Republic legal order, especially the Civil Code.

## **9 Effect**

9.1 . The Terms and Condition come into effect on October 1, 2018.