



General terms and conditions of the non-profit organization::
ADAT PIONEER, Z.S., *PsychometryOnline*[™] and *Psychometry4sport*[™]
with its registered office at Hrnčířská 1305/2, 405 01 Děčín I, Czech Republic-EU
id number: 22756311
registered in the Syndicate Register maintained by
at the Regional Court in Ústí nad Labem
section L, insert 7963

for the sale of services and goods located at www.psychometry-online.com

1. INTRODUCTORY PROVISIONS

1.1. These terms and conditions (hereinafter referred to as the "Terms and Conditions") of the non-profit association ADAT PIONEER, zs, PsychometryOnline[™] and *Psychometry4sport*[™], Hrnčířská 1305/2, 405 01 Děčín, CZ-EU, ID 22756311 (hereinafter referred to as the "Seller") No. 89/2012 Coll., the Civil Code (hereinafter referred to as the "Civil Code") mutual rights and obligations of the contracting parties arising in connection with or on the basis of a contract (hereinafter referred to as the "contract") concluded between the supplier and another legal person or natural person - entrepreneur (hereinafter referred to as the "Buyer") through the Seller's Internet Portal. The Supplier is operated by the Supplier on a website located at: www.psychometry-online.com (the "Website"), through the Website Interface ("Website"). "Portal Web Interface")

1.2. The terms and conditions also apply where a person who intends to purchase services from the seller is a legal person or a person acting in the course of ordering service in the course of his business or in a self-employed capacity, such as a business employment agency industry or security workers, sport clubs, trainers, coaches, sports agency and the like.

1.3. Provisions deviating from the terms and conditions may be agreed upon in the contract. Divergent provisions in the contract shall take precedence over the provisions of the Terms and Conditions.

1.4. The provisions of the Terms and Conditions form an integral part of the contract. The contract and the terms and conditions are written in Czech or foreign languages. Contract outside the Czech Republic can be concluded only in bilingual, one always in Czech.

1.5. The Seller may change or supplement the wording of the Terms and Conditions. This provision shall be without prejudice to rights and obligations arising during the effective period of the previous version of the Terms and Conditions. Changes to the Terms and Conditions are valid and effective on the date of publication on the web interface and do not have a retroactive effect on already concluded and unfinished obligations.

2. USER DATA

2.1. By completing the information in the contact forms of the buyer's website, the buyer can provide information for making a service order using work psychodiagnostic tools and sports psychometry, ordering other services and goods.

2.2. When filling in the website for ordering services, the buyer is obliged to provide correct and true information. The Buyer is obliged to update the information given in the contact form upon any change. The information provided by the buyer in the contact form is considered correct by the seller.



2.3. The Buyer is obliged to maintain confidentiality regarding the information provided between the two parties.

2.4. The Buyer acknowledges that the website and forms may not be available at all times, especially with regard to the necessary maintenance of the hardware and software equipment of the Seller or the HW provider, necessary maintenance of the third-party hardware and software equipment in the technology chain of applications.

3. CONCLUSION OF THE CONTRACT

3.1. All presentations of services placed in the web interface are informative and the seller is not obliged to conclude a contract regarding this performance of services. The provisions of Section 1732 (2) of the Civil Code shall not apply. Buyers understand that all descriptive parts in the offers are illustrative and informative only and may not fully correspond to the services and goods actually provided. A detailed description of the service and its specific outputs is always given separately on a separate product sheet in the price list and for each order, the buyer is obliged to become acquainted with it before purchase. Each order refers, in full or in part, by the key dates, characters or words to this product link in the price list.

3.2. The web interface contains information about services and goods, including individual prices. Prices of goods are stated without VAT, the statutory amount of VAT is always added to the stated price. The operator is a VAT payer for services purchased by companies and organisations, including individuals - entrepreneurs, but services using non-entrepreneurial individuals in a non-profit organization are not subject to VAT. Prices of goods remain valid as long as they are displayed in the web interface. This provision does not limit the seller's ability to conclude a contract on individually negotiated terms.

3.3. To order services, the buyer selects a specific item with a price in the web interface and completes a contact form to specify the output of the desired service. Throughout the period of editing, the buyer has the possibility to edit, correct or cancel the data in the contact form. After agreeing to the terms and conditions, he/she is allowed to send the contact form by clicking on the "ORDER" button. By sending the order by clicking on the "ORDER" button in the appropriate language from the order form on the psychometry-online.com web interface, the order is sent to the supplier as a proposal to conclude the contract. The Supplier confirms the acceptance of the order electronically to the Customer, which just now creates a legally binding contractual relationship and the Customer's obligation to pay for and consume the Service or Goods and deliver the Service or Goods from the Supplier. On the basis of such a contract, an advance payment document is issued, including a variable symbol and the necessary data for domestic or international payments, to the e-mail address specified in the order form. Usually the order acceptance and payment document associated with it are sent together, sending only the order confirmation and the advance payment information is sufficient to confirm the order. The tax document, including VAT, is issued for psychodiagnostic services only after full payment and activation of the customer's service for consumption.

3.4. The goods are issued an advance payment document and before the delivery of goods by the seller or its stages according to the schedule specified in the order. The tax document including VAT is issued for the delivered goods always after the full payment of the advance payment or the schedule of advance payments.

3.5. Any change to the order must be made in writing and with the agreement of both parties in the form of numbered amendments. The maturity of issued documents is always determined within a maximum of 14 calendar days for domestic transfers and within a maximum of 21 calendar days for international payments, always from the date of issue of the payment document. The payment due date from the date of issue of the document already takes into account possible delays in delivery due to technical obstacles or holidays or public holidays. Tax documents are sent to the customer's e-mail address specified in the order form. If the day of



delivery of the payment document to the Client in its e-mail box is more than 7 days from the date of issue in the payment document, it has the right to request repeated sending of the tax document with the corrected date of issue and new due date. If he does not exercise his right of repeated and modified issuance of the payment document electronically at the latest on the 8th day from the stated date of issue in the received payment document, your costs. The costs associated with the realized domestic or international payment are paid by each participant.

3.6. The Buyer pays for the ordered service or goods by bank transfer within the set payment period.

3.7. The contractual relationship between the seller and the buyer arises from the moment of written acceptance of the order by its electronic confirmation of the seller and sent electronically to the buyer's address. By sending an order and paying according to the specified payment calendar in the service order, both the seller and the buyer consider it a clear expression of will and the emergence of a mutual obligation according to the Terms and Conditions.

3.8. The Buyer agrees to the use of electronic means of communication at a distance when concluding a purchase contract. The costs incurred by the Buyer when using means of distance communication in connection with the conclusion of the purchase contract (costs of internet connection, costs of telephone calls) shall be borne by the Buyer himself.

4. PRICE OF SERVICES AND PAYMENT CONDITIONS

4.1. The price of the service is set in the order and subsequently in the payment document including the payment calendar, domestic or international bank connection, variable symbol, identification data.

4.2. If it is usual in business relations or if so stipulated by generally binding legal regulations, the Seller shall issue to the Buyer an advance sheet or tax document - invoice regarding payments made under the contract. The seller as a non-profit organization is a payer of VAT. In the case of services provided to non-business individuals in the course of their non-commercial activities, VAT is not charged to these persons. Deposit and tax documents - are sent to the buyer to the e-mail specified in the order.

5. WITHDRAWAL FROM THE CONTRACT

5.1. The parties, which are only entrepreneurs, may withdraw from the established and effective contract by written agreement of both parties. The provisions on the consumer do not apply here.

5.2. In the case of purchasing services and goods directly by the consumer online, he has the right to withdraw from the contract without giving a reason within 14 days. The term "consumer" within the meaning of the Act means a person who, outside the scope of his / her business activity or outside the independent exercise of his / her profession, concludes a contract with the seller. The service must not be used and the goods unpacked from the packaging.

5.3. If a gift is provided to the Buyer together with the service, the gift contract between the Seller and the Buyer is concluded with the proviso that if the Buyer withdraws from the contract, the gift contract for such a gift ceases to be effective and must the gift to return, in the case of a service product to pay the usual price for the service provided at the basic rate if it has already been consumed.



6. DELIVERY

6.1. The location, form, specifications, and term or time limit for the provision of services or the delivery of goods are always indicated in the accepted order. Full delivery of ordered services or delivery of goods is the moment for the law to issue a tax document.

6.2. In the case of psychodiagnostic services, the delivery of the service is deemed to be the delivery of the rights of free use of the software for a specified period and number of repetitions. The customer's account is used for registration of retesting. The deduction from the prepaid testing account counts and counts each unique registration of the test person in the psychodiagnostic interface, not the rate of completion or failure to complete the test battery by a tester. Repeated registration of an already registered person is not deducted from the repetition account within the time limit of the right to use the services by the buyer.

7. RIGHTS OF DEFECTIVE PERFORMANCE

7.1. The rights and obligations of the contracting parties in respect of rights arising from defective performance are governed by the relevant generally binding legal regulations of the Civil Code and Act No. 634/1992 Coll.

7.2. The seller is responsible to the buyer that the service corresponds to the order and especially the seller is responsible to the buyer that at the time the buyer received the service or goods:

7.2.1. the service has the features agreed by the parties and, in the absence of an agreement, it has the features that the seller or manufacturer has described or that the buyer expected with regard to the nature of the service and the advertising they performed,

7.2.2. the service is fit for the purpose stated by the seller or for which a service of this kind is usually used,

7.2.3. the goods are of standard quality or described in the order

7.2.4. is a service in the appropriate scope and outputs

7.2.5. the service complies with the requirements of legal regulations and professional focus and corresponds to the professional requirements of the tied business of psychological counseling and diagnostics whose performance is supervised by competent authorized state authority of a Member State of the European Union; Ministry of Industry and Trade and Ministry of Justice of the Czech Republic.

7.2.6 The psychodiagnostic service is available to perform tests on at least one of two hardware options (PC with mouse or NTB with mouse and with Chrome or Mozilla Firefox browser). The use of other or outdated versions of browsers, operating systems, malfunction of wifi connection, low data rate or wifi connection is not grounds for complaint. The Buyer is obliged to always verify that the link is functional in the form of displaying the introduction of the test battery with the invitation to register the tested person before sending the link with the reference to the test battery.

7.3. Rights from defective performance shall be exercised by the Buyer at the Seller's address at the registered office or place of business or at the following email address: psychometryonline (at) gmail.com, ADAT PIONEER, z.s., PsychometryOnline, Hrnčířská 1305/2, 405 01 Děčín, Czech Republic-European Union.

7.4. Other rights and obligations of the parties related to the seller's liability for defects may be regulated by the Seller's Complaints Procedure. For work psychodiagnostic services, compensation is provided immediately after notification and eventual elimination of a technical defect on the side of the seller. The substitute performance shall be provided to the customer without delay, but no later than within the statutory period set for complaints.



8. OTHER RIGHTS AND OBLIGATIONS OF THE CONTRACTING PARTIES

8.1. The buyer acquires ownership of the service output solely for his purposes and will not be provided for consideration or free of charge to third parties. Otherwise, the seller has the right to claim compensation for lost profit. The exception applies to a third party, namely a tested employee of the client, who can be informed of the results by the client without the consent of the seller.

8.2. In relation to the Buyer, the Seller is not bound by any codes of conduct within the meaning of § 1826 para. e) of the Civil Code.

8.3. The Czech Trade Inspection, with its registered office at Štěpánská 567/15, 120 00 Prague 2, ID No .: 000 20 869, the Internet address: <https://www.coi.cz>, is competent for the out-of-court settlement of any consumer disputes arising from the purchase contract. In case of disputes with the entrepreneur, the court with jurisdiction, eventually by agreement, a conciliation procedure at the Czech Chamber of Commerce.

8.4. The Seller is entitled to sell and perform services under his trade license No. 1 and No. 2 under file number 726/15 / Ž / Be. Trade control is carried out within the scope of its competence by the appropriate trade licensing office. The Czech Trade Inspection Authority carries out, among other things, supervision of compliance with Act No. 634/1992 Coll., On Consumer Protection, as amended. Supervision of personal data protection is carried out by the Office for Personal Data Protection and the European Commission.

8.5. The Buyer hereby assumes the risk of change of circumstances within the meaning of Section 1765 (2) of the Civil Code.

9. SENDING COMMERCIAL MESSAGES

9.1. The Buyer agrees to receive information related to the Seller's services or business to the Buyer's email address and telephone and further agrees to receive commercial messages. The Buyer may receive an advertising message to the e-mail address and telephone specified in his user account or specified by the Buyer in the order.

10. DELIVERY

10.1 Participants may receive written communications and documents via their e-mail address. Other electronic or physical forms of service of documents may be agreed on both sides. The date and time of delivery to the e-mail address are considered delivered.

11. FINAL CONDITIONS

11.1. If the relationship established by the treaty contains an international (foreign) element, then the parties agree that the relationship is governed by Czech law. This is without prejudice to the consumer's rights under generally binding legal regulations.

11.2. If any provision of the Terms and Conditions is invalid or ineffective or becomes such, the invalid provision shall be replaced by a provision whose meaning is as close as possible to the invalid provision. The invalidity or ineffectiveness of one provision shall not affect the validity of the other provisions. Changes and amendments to the purchase contract or the terms and conditions require the written form.

11.3. The contract, including the terms and conditions, is archived by the seller in electronic form and is not publicly accessible.



11.4. Attached to the Terms and Conditions is a sample form for withdrawal from the purchase contract, which is located at the end of these Terms and Conditions.

12. SPECIAL PROVISIONS FOR THE WEB: WWW.PSYCHOMETRY-ONLINE.COM

12.1. ADAT PIONEER, z.s., *PsychometryOnline™* and *Psychometry4sport™* undertakes not to pass on the completed diagnostic data and questionnaires to third parties without the written consent of a non-anonymous registered user.

12.2. ADAT PIONEER, - z.s., *PsychometryOnline™* and *Psychometry4sport™* undertakes to transmit the completed test data and job diagnostic outputs and questionnaires to a third party - a service customer who is not identical to the tested person and is a non-anonymous registered user - test worker participating in the work psychodiagnostics for the purpose of its evaluation by the client and the client sent him an access link to the program before testing began. By sending the access link to the tested employee, the customer confirms that he has his / her own written consent to the processing of the personal data of the tested employee and his / her consent to passing test results to the client.

12.3. ADAT PIONEER, z.s., *PsychometryOnline™* and *Psychometry4sport™* also provides offers, mediates and donates to its clients in addition to gifts of a physical nature, anti-stress and training programs and camps in the Czech Republic and abroad. It is not about providing travel services, only organizing anti-stress courses and training at the place where the buyer transports himself or takes advantage of the group passenger discounts offered by the seller offered to him by the group carrier. ADAT PIONEER, *PsychometryOnline™* and *Psychometry4sport™* considers that the Buyer has properly read these Terms and Conditions, including this provision, and expressly agrees to transfer selected personal information, such as name, address, email address, telephone, to a business partner in order to have fulfilled its performance towards the buyer or the recipient resulting from our offer in the form of advertising, gift voucher, bonus, etc.

12.4. By submitting a contact form, email address, all from any part of the website or offer, the visitor is deemed to accept the terms and conditions. Further, by ticking the "Acceptance of the Terms and Conditions" in any part of the web interface, you confirm that you expressly agree with the Terms and Conditions, have read them and fully respect them.

12.5. If a visitor enters and browses the content of the pages, categories and all content on these pages, it is understood that he/she is first acquainted with these Terms and Conditions, where he/she is generally obliged to do this as the first act on the website.

13. COPYRIGHT

Please note that the above-mentioned texts are subject to copyright, copying, and imitation of texts, tests, images and all other materials owned by ADAT PIONEER, z.s. or the operator of psychometry-online.com - will be solved by the courts. Representation of the organization and its software is possible only on the basis of written authorization, which can be verified at the headquarters at any time.



14. CONTACT INFORMATION

Contact details of the service provider pschometry-online.com - Seller: ADAT PIONEER, PsychometryOnline™ and *Psychometry4sport*™, registered office at Hrnčířská 1305/2, 405 01 Děčín, Czech Republic-European Union, identification number: 22756311, registered in the Syndicate Register at the Regional Court in Ústí nad Labem, section L, insert 7963, email address : psychometryonline (at) gmail.com

Terms and conditions updated chairman ADAT PIONEER, z.s., PsychometryOnline™ and *Psychometry4sport*™ - V.Š. , approved in Děčín on 20.02.2021



Attachment 1 :

Sample form "Proposal for withdrawal"

The name of the company:

Statutory representative:

Address:

Company ID:

Telephone:

e-mail:

Order Signing Date:

Name of ordered service or goods and his quantity:

Proposal of withdrawal date:

Account number and bank to which I wish to send the refund:

I hereby inform you of the withdrawal from the concluded contract concluded on We acknowledge that the costs incurred by the Seller so far will be deducted from the advance payment and the withdrawal will become effective upon the written acceptance of this proposal without reservation and with the signature below.

At day

.....

Signature of statutory representative or authorized representative (attach copy of power of attorney)

Send a copy of this completed form in the scan with the proper signature of the authorized statutory representative or his authorized representative, including a written power of attorney to:
psychometryonline (at) gmail.com