Terms and Conditions

GENERAL TERMS AND CONDITIONS

This is an English translation provided for convenience. In case of any discrepancy, the Czech version of these Terms and Conditions prevails.

Anna Pokorná
Company ID (IČO): 06535291, registered office: Sedlářova 1156/4, Praha 19, 197 00
Registered in the Trade Register; trade licensing office competent under Section 71(2) of the Trade Licensing Act: Úřad městské části Praha 19

1. INTRODUCTORY PROVISIONS

Effective from 7 November 2026 – version 5

1.1. These General Terms and Conditions (hereinafter also the "Terms and Conditions" or "GTC") govern the rights and obligations of the contracting parties in ordering and providing fencing courses and other events organised by the entrepreneur Anna Pokorná via the website cyranovaakademie.cz, and the sale and purchase of gift vouchers and other items from the website cyranovaakademie.cz. By creating an order, the Customer confirms that they have read these Terms and Conditions and agree to them. The Customer is adequately informed of these Terms and Conditions before actually placing an order and has the opportunity to read them.

1.2. The operator of the website and provider of the services is the entrepreneur
Anna Pokorná
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Sedlářova 1156/4, Praha 19, 197 00
Registered in the Trade Register; trade licensing office competent under Section 71(2) of the Trade Licensing Act: Úřad městské části Praha 19
tel.: +420 606 70 50 60
e-mail: info@cyranovaakademie.cz
(hereinafter the "Operator" or "Cyrano")

1.3. For the purposes of these Terms and Conditions, the following terms apply:

- "Customer" means a natural or legal person who enters into a contract with the Operator or otherwise deals with the Operator outside the scope of their business activity or outside the scope of the independent exercise of their profession.
- "Website" means the internet portal operated by Anna Pokorná at https://www.cyranovaakademie.cz.
- "Course" means a course, event or individual service ordered by the Customer.
- "Civil Code" means Act No. 89/2012 Coll., the Civil Code, as amended.
- "Voucher" means a voucher purchased by the Customer for the purpose of paying the price for the provision of a future course.
- "Product" means supplementary sales – in particular, but not exclusively, of gift items.

- “Course Participant” means a natural person who personally attends a course. The Course Participant may be a person other than the Customer.

1.4. The Terms and Conditions form an integral part of the contract concluded between the Operator and the Customer.

1.5. All contractual relationships between the Customer, the Course Participant and the Operator are governed by the law of the Czech Republic.

1.6. The Customer has the opportunity to read the wording of the Terms and Conditions sufficiently in advance. By submitting an order / attending a Course, the Customer / Course Participant confirms that they have read these Terms and Conditions and agree to them in full.

1.7. The Operator has the right to change the wording of the GTC at any time. The GTC always take effect from the date of their publication. Rights and obligations of the Operator and the Customer that arose before the date on which the new GTC take effect are not affected by the change.

1.8. The Customer / Course Participant is obliged to read the safety instructions before attending the course, and participation in the course is at their own risk.

1.9. By agreeing to the Terms and Conditions, the Customer / Course Participant, among other things, acknowledges that they have read the safety instructions, understand them and agree with them. The Customer will also receive information about the obligation to read the safety instructions in the order confirmation e-mail.

2. OFFER, PRICE, ORDER, CONCLUSION OF THE CONTRACT

2.1. Offer, price

2.1.1. The offer means the offer of Courses, Vouchers and other products and services that the Operator offers via the Website.

2.1.2. The offer is for information purposes only and the Operator is not obliged to conclude a contract regarding these Courses, Vouchers and other products and services. This also applies where the stated prices are obviously incorrect.

2.1.3. The Customer purchases Courses, Vouchers and other products and services at the price valid at the time the order is completed.

2.1.4. Any surcharges for delivery and other related costs are stated in the final order summary.

2.1.5. All changes to the offer and changes to prices are reserved. The offer (including special offers, etc.) is valid until withdrawn or until the promotion ends; the terms of the promotion are always stated in the offer, or the period for which the offer is valid is specified.

2.2. Order, conclusion of the contract

2.2.1. The Customer may create an order via the Website.

2.2.2. The Customer orders products by entering the selected Courses/Vouchers/goods, including their quantity, in the web contact form. The content of the message then includes in particular the following details:

– E-mail

– Number of Courses/Vouchers/goods ordered

– Customer's contact details

– Requested method of delivery of the ordered Vouchers/goods

2.2.3. The Customer is obliged to provide truthful information. By submitting the order, the Customer agrees that the information entered is correct. By submitting the order, the Customer represents and warrants to the Operator that they have full legal capacity. The Customer submits the order by clicking the "Odeslat objednávku" ("Submit order") button. Before submitting the Order, the Customer has the opportunity to check and change all the details under Article 2.2.2 of the Terms and Conditions (hereinafter the "Order").

2.2.4. Submitting the Order constitutes a binding proposal to the Operator to conclude a contract.

2.2.5. The Operator will confirm acceptance of the proposal by e-mail to the electronic address that the Customer provided in the Order (hereinafter the "Customer's electronic address").

2.2.6. The contract is concluded upon delivery of the confirmation of acceptance of the Order, which the Operator sends by e-mail to the Customer's electronic address.

2.2.7. The Operator is entitled to ask the Customer to reconfirm the Order at any time.

2.2.8. Costs incurred by the Customer in using means of distance communication in connection with the conclusion of the contract (e.g. internet connection costs or the costs of telephone communication with the Operator initiated by the Customer) are borne by the Customer.

3. GENERAL CONDITIONS

3.1. Delivery and payment

3.1.1. The Operator keeps records of payments received, so it is not necessary to present proof of payment of the course price before the Course begins. If the Course is paid for with a Voucher, the Participant is obliged to hand it over to the instructor before the Course begins, or at least to state the voucher identifier.

3.1.2. The method of payment for the purchase/provision of a Course/Voucher/Goods is governed by Section 3.2.5 of these Terms and Conditions.

3.1.3. The price for the provision of a Course may also be paid by means of a Voucher.

3.2. Payment terms for Courses/Vouchers/Goods

3.2.1. The basic method of payment is cashless payment, or payment in cash no later than on the day of the course, before the course takes place. Other payment methods are stated below.

3.2.2. All prices are final and include other fees that the Customer is obliged to pay.

3.2.3. The Customer agrees that, after the full amount has been paid, the Operator may send them the proof of payment by e-mail.

3.2.4. All changes to the delivery terms and changes to the prices published on the website are reserved. The price is the one valid at the time the Customer places the Order.

3.2.5. The methods of payment for a Course/Voucher/Goods are as follows:

- Payment by bank transfer – no later than on the due date of the invoice for the ordered course.
- Payment in cash – no later than on the day of the course, before it begins, and/or within 2 days of the order in the case of ordering vouchers or goods.

3.2.6. Payment details, according to the selected payment method, are sent to the Customer by e-mail to the Customer's electronic address.

3.2.7. If the Customer chooses to pay by bank transfer, they shall pay the price before the order is processed to the Operator's bank account, stating in particular the variable symbol. The price is deemed paid on the day the amount is credited to the Operator's account.

3.2.8. The Customer is obliged to pay the price for the Course/Voucher before the course begins. Otherwise, they are not entitled to attend the course.

3.3. Delivery terms

3.3.1. In the case of the purchase of a Voucher, it is delivered without undue delay, usually within 5 working days after payment of the purchase price.

3.3.2. The Voucher is delivered in electronic form by sending it to the e-mail address provided by the Customer. By arrangement with the Operator, personal collection at the Operator's premises, or delivery by post or via an agreed carrier, may be arranged. In this case the Customer pays the cost of delivery by post or carrier.

3.4. Rights and obligations of the contracting parties

3.4.1. The subject of the contractual relationship is the Operator's obligation to ensure the delivery of the services and goods described in the contract (i.e. the Order and its confirmation) and the Customer's obligation to pay the agreed price for the provision of these services or goods and to use the services under the stipulated conditions. The contractual relationship between the Customer and the Operator arises upon delivery of the Order confirmation by the Operator to the Customer (i.e. at the moment the contract is concluded).

3.4.2. The Course may be attended by the Customer or by a Course Participant designated by the Customer. Where this Article refers to a Course Participant, this also means the Customer attending the Course in person.

3.4.3. During the Course, Course Participants are obliged to comply with the operating and safety rules and the instructor's instructions, and are not entitled to move outside the premises designated for the Course without the knowledge of the instructor or the instructor's deputy.

3.4.4. At the beginning of the Course, the instructor or the instructor's deputy will briefly instruct the Course Participants orally on the basic rules of work safety and of handling the weapon and other objects used during the Course. The full wording of the operating rules and safety rules is available to the Course Participants. When handling the weapon and other objects, Course Participants are obliged to pay particular attention to the safety and health protection not only of themselves but also of the other Course Participants.

3.4.5. The instructor or the instructor's deputy is entitled to exclude from the Course those Course Participants who repeatedly or grossly breach the operating and safety rules, the instructor's instructions or good morals, or who restrict other Course Participants. In such a case, the Customer is

not entitled to a refund or a discount on the price of the Course.

3.4.6. Course Participants are obliged to inform the instructor in advance of any health limitations, injuries or health conditions that may be relevant to physical activity and that need to be taken into account during the Course. The Participant attends the course at their own risk.

3.4.7. A Course Participant may not attend the Course if they suffer from an acute illness or injury such that attending the Course could endanger their own health or the health of others. In these cases the Course Participant is not entitled to a replacement Course.

3.5. Cancellation and change of a Course

3.5.1. The Operator reserves the right to cancel a Course.

3.5.2. If the Operator cancels a Course, the Operator undertakes to notify the Customer of this fact without undue delay, by e-mail or by telephone, so that the Customer and/or the Course Participant is informed as soon as possible.

3.5.3. If a Course is cancelled, the Operator is obliged to allow the Customer or the Course Participant to attend another course of Cyranova akademie. If the Customer refuses to attend another course, the Operator is obliged to refund the payment for the Course to the Customer within 30 working days.

3.5.4. The Operator is entitled to change the instructor and to change less than 50% of the content of the Course without prior notice.

3.5.5. Changes to a Course under this Article of the Terms and Conditions do not constitute grounds for a complaint.

3.5.6. A semester group course of Cyranova akademie will open only if at least 5 customers have registered. Otherwise, the course will not open and the money will be refunded to the customers.

3.6. Cancellation of participation in a Course by the Customer

3.6.1. If the Customer is unable to attend a Course, they are obliged to notify the Operator of this fact immediately.

If the notice of cancellation of participation in the Course is delivered to the Operator more than 72 hours before the start of the Course, the Customer will be allowed to attend another Course taking place within the next six months from the date of delivery of the notice of cancellation of participation in the original Course. The Customer may use this option only once. The Customer is obliged to announce their intention to use the option of attending another Course as soon as possible.

If the notice of cancellation of participation in the Course is delivered to the Operator less than 72 hours but at least 24 hours before the start of the Course, the Customer is entitled to a replacement date for the Course. In this case there is no entitlement to a refund.

If the Customer cancels participation in the Course less than 24 hours before the start of the Course, the right to use the Course, to replace the Course with another Course of Cyranova akademie, or to a refund lapses.

3.6.2. If the Customer does not arrive within 15 minutes of the start of the lesson, the lesson is forfeited without compensation. In the case of a group lesson, the Customer may join the rest of the lesson as their time allows, or, by arrangement with the instructor, make up the lesson in a group lesson of the

same level.

3.6.3. If an insufficient number of customers attend a group lesson, the instructor may change the lesson programme.

3.6.4. The date of an individual fencing lesson is arranged by e-mail or telephone with the instructors of Cyranova akademie. The latest time to change a lesson booking or, for example, to cancel it is the day before (more than 24 hours). On the day of the lesson it is no longer possible to change the lesson date; if the customer fails to attend the lesson, the lesson is forfeited without compensation.

3.6.5. If the course was paid for by means of a Voucher and the Customer gives notice of cancellation of participation in the Course at least 24 hours before the start of the Course, the Customer will be allowed to attend another Course (a replacement date) during the period of validity of the Voucher. Otherwise, the Voucher is forfeited.

3.7. Withdrawal from the contract by the Customer

3.7.1. The Customer is not entitled to withdraw from an order for a Course, in accordance with Section 1837(j) of the Civil Code.

3.7.2. If the purchase contract for a Voucher is concluded using means of distance communication (via the Website), the Customer is entitled, in accordance with Section 1829 et seq. of the Civil Code, to withdraw from this contract without giving any reason within 14 days from the date of delivery of the Voucher. The time limit is deemed to have been met if the Customer sends the Operator, within that period, a notice that they are withdrawing from the contract. Upon withdrawal from the purchase contract, the contract is cancelled from the outset.

3.7.3. The right referred to in the preceding paragraph lapses if the Voucher has already been used, within the statutory withdrawal period, to pay the price for the provision of a Course.

3.7.4. The Customer may send the notice of withdrawal from the purchase contract to the e-mail address info@cyranovaakademie.cz.

3.7.5. The Customer is not obliged to return the Voucher; its number will be deactivated.

3.7.6. The Operator is obliged to refund the money paid to the Customer no later than 14 days from the date of delivery of the notice of withdrawal from the purchase contract.

3.7.7. The Customer is entitled to withdraw from the purchase contract under Article 3.7.2 of the Terms and Conditions only in the case of the purchase of a Voucher.

3.8. Withdrawal from the contract by the Operator

3.8.1. The Operator is entitled to withdraw from a contract concluded with the Customer in the event of an obvious error in the price of a Voucher or Course (i.e. a price obviously different from the usual price for this type), unless the offer makes it entirely clear that it is a discount or a special promotion.

3.8.2. If the Operator is unable to fulfil a confirmed Order, the Operator is entitled to withdraw from the concluded contract.

3.8.3. In the event of withdrawal from the contract by the Operator, the Operator is obliged to inform the Customer of this fact immediately at the Customer's electronic address. The Operator is further obliged to refund to the Customer the price paid for the Course or Voucher.

3.9. Liability for damage

3.9.1. The Operator is not liable for the loss of or damage to course participants' belongings. Course Participants are obliged to leave their belongings at the place designated for this purpose at the premises.

3.9.2. The Customer / Course Participant is liable for damage caused to the Operator, as well as for damage caused to other Course Participants.

4. VOUCHERS

4.1. Use of a Voucher

4.1.1. The holder of a Voucher is obliged to use up the value of the Voucher by paying the price of a Course. Use of the Voucher for other services of the Operator is not permitted.

4.1.2. The holder of a Voucher is not entitled to exchange the Voucher for money.

4.1.3. The holder of a Voucher is obliged to redeem the Voucher within the Voucher's period of validity. After the validity has expired, neither the holder of the Voucher nor the Customer is entitled to a refund or to use any service of the Operator.

4.2. Validity of a Voucher and its extension

4.2.1. The validity of the Voucher is indicated on the Voucher.

4.2.2. At the Customer's request, the Operator is entitled to extend the validity of the Voucher by three months, but no more than once. For extending the validity of the Voucher, the Operator is entitled to charge a one-off fee of CZK 500.

4.2.3. The Customer is obliged to deliver the request for extension of the Voucher's validity to the Operator by e-mail at info@cyranovaakademie.cz before the Voucher expires.

4.2.4. The validity of expired Vouchers can no longer be extended.

4.3. Booking and use of a voucher

4.3.1. The Operator publishes dates for individual courses and the Customer registers for a specific date via the web form.

4.3.2. The Operator confirms the booking for the given date. A change of date is possible, again via the web form, via the contact telephone number or by e-mail at info@cyranovaakademie.cz, no later than 72 hours before the course takes place.

4.3.3. The Operator is obliged to publish at least one date within the voucher's period of validity; otherwise, the Operator shall automatically extend the voucher's expiry date by a further 6 months.

5. COMPLAINTS REGARDING A COURSE

5.1. If the conditions of the Course did not correspond to the agreed conditions, the Customer is entitled to exercise rights arising from defective performance.

5.2. The rights and obligations of the contracting parties regarding rights arising from defective performance are governed by the relevant provisions of generally binding legal regulations.

5.3. The Customer exercises rights arising from defective performance with the Operator at the e-mail address info@cyranovaakademie.cz or at the address of the Operator's registered office. The moment of making the complaint is deemed to be the moment when the Operator received from the Customer the notice of exercise of rights arising from defective performance.

5.4. The Customer is obliged to exercise rights arising from defective performance without delay, no later than 3 months from the date of the Course.

5.5. When exercising rights arising from defective performance, the Customer is obliged to prove the conclusion of the contract.

5.6. The complaint, including remedying the defect, will be settled by the Operator without undue delay, no later than 30 days from the date the complaint was made, unless the Operator and the Customer agree on a longer period.

5.7. The Operator remedies the defect in particular by allowing the Customer to attend another Course free of charge, or by granting a discount on the price of the Course or a full refund of the price of the Course.

6. PROTECTION OF PERSONAL DATA

6.1. The processing of the Customer's personal data is governed by Regulation (EU) 2016/679 of the European Parliament and of the Council, the General Data Protection Regulation (hereinafter "GDPR"), and Act No. 110/2019 Coll., on the Processing of Personal Data. Detailed information on the processing of personal data is provided in the document "Zásady zpracování osobních údajů" (Privacy Policy) published on the Website.

6.2. The Operator processes the Customer's personal data, meaning first name and surname, residential address, e-mail address and telephone number, for the purposes of exercising the rights and fulfilling the obligations under the contract (Article 6(1)(b) GDPR).

6.3. The Customer may give the Operator consent to the processing of personal data in the scope of first name, surname and e-mail also for the purposes of sending information and commercial communications to the Customer. This consent is given separately from accepting the Terms and Conditions. Consent is voluntary and the Customer may withdraw it at any time free of charge, e.g. by e-mail to info@cyranovaakademie.cz; withdrawal does not affect processing carried out before it. Giving consent is not a condition for concluding the contract.

6.4. The Customer acknowledges that they are obliged to provide their personal data truthfully and that they are obliged to inform the Operator without undue delay of any change in their personal data.

6.5. The Customer acknowledges that the Operator may entrust the processing of personal data to a third party as a processor.

6.6. Personal data will be processed for the period strictly necessary for their purpose, or until the Customer withdraws consent to their processing. Personal data will be processed in electronic form by automated means.

6.7. The Customer has the right of access to their personal data, the right to rectification, erasure, restriction of processing and data portability, the right to object to processing and the right to withdraw consent at any time. The Customer may exercise these rights by e-mail at info@cyranovaakademie.cz. If

the Customer believes that the processing of their personal data infringes the law, they have the right to lodge a complaint with the Office for Personal Data Protection (Úřad pro ochranu osobních údajů, www.uoou.cz).

6.8. The Operator provides information on the processing of personal data and handles requests under Article 6.7 free of charge, without undue delay and no later than one month from receipt of the request.

6.9. The Operator sends information relating to the goods, services or business of the Operator and commercial communications to the Customer's electronic address only on the basis of the Customer's separate and voluntary consent under Article 6.3, or, in the case of an existing Customer, to the extent permitted by Act No. 480/2004 Coll., on Certain Information Society Services. Accepting the Terms and Conditions does not constitute consent to receiving commercial communications. The Customer may refuse commercial communications at any time.

6.10. The Website uses analytics cookies (Google Analytics) only with the consent that the visitor gives in the cookie bar. Without this consent, no analytics cookies are stored. Consent can be changed or withdrawn at any time via the "Nastavení cookies" (Cookie settings) link in the footer of the Website. Details of the cookies used are provided in the document "Zásady zpracování osobních údajů" (Privacy Policy) published on the Website.

7. FINAL PROVISIONS

7.1. The Operator is authorised to run the above courses and events on the basis of a trade licence. Trade inspection is carried out, within the scope of its competence, by the competent trade licensing office.

7.2. The Customer may send complaints or suggestions to the Operator by e-mail at: info@cyranovaakademie.cz. The Operator will send information on the handling of the Customer's complaint to the Customer's electronic address. Supervision in the area of personal data protection is exercised by the Office for Personal Data Protection (Úřad pro ochranu osobních údajů). The Czech Trade Inspection Authority (Česká obchodní inspekce) supervises, within a defined scope and among other things, compliance with Act No. 634/1992 Coll., on Consumer Protection, as amended.

7.3. In the event of a consumer dispute between the Operator and the Customer that cannot be resolved by mutual agreement, the Customer may file a petition for out-of-court resolution of such a dispute with the designated body for out-of-court resolution of consumer disputes, which is:

Česká obchodní inspekce
Ústřední inspektorát – oddělení ADR
Gorazdova 1969/24
120 00 Praha 2
Website: https://coi.gov.cz

7.4. In relation to the Customer, the Operator is not bound by any codes of conduct within the meaning of Section 1826(1)(e) of the Civil Code.

7.5. The language of the purchase contract is Czech only. Czech is also the language of communication between the Operator and the Customer. An English translation of these Terms and Conditions is available on the Website for information purposes only; in case of any discrepancy, the Czech version prevails.

7.6. Should any provision of the GTC be invalid for any reason, the invalidity of such provision shall not render the entire GTC or the contract invalid.

7.7. The Operator and the Customer agree that if the relationship established by the contract contains an international element, it shall be governed by Czech law, excluding conflict-of-law rules, and the application of the UN Convention on Contracts for the International Sale of Goods is further excluded. This does not affect the consumer's rights arising from generally binding legal regulations.

7.8. The Operator reserves the right to contact the Customer by telephone to verify or clarify the Order, for example in the case of a higher order value, to complete missing or inaccurate information, etc.

7.9. The place of performance for all contractual relationships is the Operator's premises.

7.10. An integral annex to these Terms and Conditions is the model form for notice of withdrawal from the purchase of a gift voucher.

ANNEX TO THE GTC: MODEL WITHDRAWAL FORM

Notice of Withdrawal from the Purchase of a Gift Voucher

(complete this form and send it back only if you wish to withdraw from the purchase of a voucher)

Operator: Anna Pokorná
Company ID (IČO): 06535291, registered office: Sedlářova 1156/4, Praha 19, 197 00
Registered in the Trade Register; trade licensing office competent under Section 71(2) of the Trade Licensing Act: Úřad městské části Praha 19
Operator's e-mail address: info@cyranovaakademie.cz
Operator's telephone: +420 606 70 50 60

I hereby give notice that, within the statutory period of 14 days, I withdraw from the purchase contract for the purchase of a gift voucher:

Voucher number:

.....

(*) Tax document number:

.....

Date of receipt of the voucher:

.....

Bank account number to which the purchase price should be refunded by bank transfer:

.....

Customer's first name and surname:

.....

Customer's address:

.....

(*) Customer's electronic address:

.....

Reason for withdrawal from the contract (optional):

.....

(*) This information is optional, but providing it will speed up the processing of your request.

Date:

.....

.....
Customer's signature
(if sent in paper form)