

# Terms and conditions of the registration system of the Faculty of Law of Masaryk University

These terms and conditions govern the registration and payment of participation fees by means of a registration system of the Faculty of Law of Masaryk University. Masaryk University, based in Žerotínovo náměstí 617/9, Brno, 601 77, ID No.: 00216224 (hereinafter referred to as the "University") is the service provider; The University is a public university established by law.

In some cases, a contract will be concluded with a Customer, this contract shall complement these terms and conditions. The text of this contract will be made available to the Customer prior to submitting an application.

These terms and conditions are valid and effective as of September 1, 2015.

## I. DEFINITIONS OF CONTRACTUAL ABBREVIATIONS AND USED TERMS

**University** – definition see above

**Customer** – Customer means a person who orders a performance by means of the Conference system.

**Organizer** - a person appointed by the University to manage the Event, especially to work with applications and to communicate with registered participants of the Event.

**Conference system** - a web application through which the Customer registers participants for the event, administers data about participants, about required services, about data concerning conference contributions, it submits these contributions and introduces the results of the review process. Conference system also administers invoicing of participation fees for the conference and related services.

**Event** – conferences, seminars and one-time training events organized by the Faculty of Law of the University or in collaboration with this Faculty.

**Service** – Service means any performance provided by the University in accordance with the specifications given in the Conference system.

**Contract** – Contract means a contract concluded between the Customer and the University by means of the Conference system.

## II. APPLICATION AND CONTRACT CONCLUSION

1. Customer, who wants to register one or more participants for the Event, must be registered in the Conference system. Registration is not required, if the Customer wants to register one or more participants for a seminar.
2. Registration is done by the registration form. The Customer must give his/her email address during registration process. The Conference system shall send a verification code to this address that is valid for 24 hours. Using this code the Customer confirms the correctness of email

address, and the fact he/she has an access to it. The account in the Conference system is activated when this is done.

3. A Customer may register through a Conference system one or more participants for the Event. He/She shall give the invoicing address in the application and, if the Event allows that, he/she chooses the currency in which all fees will be paid. By submitting an application the Customer orders the selected Services.
4. Before submitting the Application, the Customer will be invited to check it. This checking is used to detect and correct any errors made during data entry.
5. Submitting the Application shall be deemed a Customer's proposal for Contract conclusion.
6. When the Customer registers other participants than himself/herself, he/she is fully responsible for the fact that the participant agrees and the data about him/her are correct.
7. The Customer is obliged to give correct information during registration and in the application. If the Customer finds out the information is not correct, a registered Customer can change most of the data when he/she is logged in the Conference system.
8. Unregistered Customer may request a change of data by contacting the Event Organizer, contacts are given on website (s) of the respective Event.
9. After submitting the application, the Customer shall receive a confirmation that the application was filed.
10. The Organizer shall check and confirm the application. Confirmation is sent to the Customer and to all participants of the Event.
11. Unless stated otherwise, a contract is concluded between the Customer and the University upon receipt of confirmation under the preceding paragraph, both parties are bound by this contract and it can be terminated only in cases prescribed by law, by a special agreement (see preliminary provisions) or by these Terms and conditions.
12. If that is not a special case (e.g. invited guest or other person who does not pay a fee), the Organizer sends through the Conference system an email requesting the payment. A payment notice is sent to the email address of the Customer or to the invoicing contact if a Customer gave it in the application.
13. A payment notice contains information about the Event, to which the Customer registered participants, names of the participants, the calculation of the amount to be paid and a link to the payment gateway. A payment notice is not an accounting document, it is not possible to make a payment on the basis of the payment notice only.

### **III. PAYMENT FOR THE SERVICES**

1. Unless stated otherwise, the Customer may choose in the Conference system, whether the price for Services will be paid by bank transfer or by credit card to the account of the University.
2. The price for the Service shall be deemed paid when the entire amount is credited to the account of the University.
3. The Customer makes a payment according to the instructions on the pro-forma invoice.
4. If the Customer chose a payment by card, a link to the payment gateway will be made accessible to him/her, and the Customer can make a payment. Attempted credit card payment can only be done once. If payment fails for any reason, the order can be paid by bank transfer. If the Customer insists on payment by card, he/she has to contact the Organizer.
5. Unless otherwise stated, payment for the Service can be made in the Czech currency only.

6. The Customer shall bear all the costs connected with the payment, including bank fees, including costs incurred due to incorrect payment and costs that arise for the University from amounts refunded in consequence of withdrawal from the contract on behalf of the University because of non-payment of the full costs of the Service.

#### **IV. ACCOUNTING, TAX AND OTHER DOCUMENTS**

1. At the address of payment gateway the Customer can monitor whether the Service has been paid. After the payment has been entered into accounts by the University, the Customer can get an invoice at the same address.
2. Registered Customers will have access to the accounting and tax documents in electronic form in the list of applications of the Customer, in the form allowing their print.
3. If the Customer finds out that there are incorrect data on an issued document (pro-forma invoice), he/she is not allowed to make the payment. A Registered Customer can change his/her invoicing information in the Conference system. Unregistered Customer can ask the Organizer to change invoicing information.
4. Correcting tax document will be sent to the email address given in the registration form. Correcting tax document is considered delivered on the day of its sending to this address.
5. In case the Customer is a VAT payer, he/she must give VAT No. during registration or when placing the order.
6. Date of taxable transaction for the sale of Service through the Conference system is the date of issuance of the invoice. Invoice for the Service shall be issued on the day of the first payment received from the Customer.

#### **V. WITHDRAWAL FROM THE CONTRACT**

1. The University has the right to withdraw from the contract in the following cases:
  - i. The Customer fails to pay the full price for the ordered Service within the specified period;
  - ii. The University does not offer the Service any more due to technical reasons or due to lack of interest for the Service;
2. If the Customer is also a consumer he/she has the right to withdraw from the contract without giving any reason within 14 days after the conclusion of the contract. In case that the Customer who is also a consumer asked the University to start with the performance of Service before the end of the withdrawal period, the Customer shall pay an aliquot part of the price for the Service in case that the provision of Service has already started.
3. In case that a Customer who is a consumer asked the University to start with the performance of Service before the end of the withdrawal period, the Customer cannot withdraw from the contract if the Service was provided to the Customer.
4. The Customer shall send the information of withdrawal to the University to the email address of the Event Organizer by means of a contact on the website (s) of the respective Event. Along with the information about withdrawal the Customer shall give the account number to which the amount paid shall be returned.
5. The University shall confirm the Customer a receipt of a withdrawal from the contract. In case of withdrawal from the contract by the Customer the University returns the Customer the payment within 14 days to a bank account specified by the Customer. In case the Customer

shall not give any account number, the University returns the financial means by postal money order to the address given in the application or registration.

6. The Customer may use the form “Template for a withdrawal from the contract” for the withdrawal from the contract, but it is not his/her duty.
7. In order to meet the deadline for withdrawal, it is sufficient to send the University the withdrawal from the contract before the relevant deadline.

## **VI. COMMUNICATION**

1. Communication between the Customer and the University takes place preferably electronically. In cases where it is efficient, communication can take place in writing, by telephone or in person.
2. The Customer communicates with the University through applications of the Conference system or by sending an email to the email address of the Event Organizer through the contact given on the website (s) of the respective Event.
3. Communication from the University will be directed to the email address provided by the Customer during registration. The Customer is obliged to check this email box regularly.

## **VII. PERSONAL DATA PROTECTION**

1. The University shall manage the personal data of Customers in accordance with Act No. 101/2000 Coll., On Protection of Personal Data, as amended.
2. Personal data of the registered Customers will be kept in the Conference System for the period of registration, to provide performance, to protect the rightful interests of the University and for the purpose of fulfilment of obligations imposed to the University by law for a period of at least 5 years. Personal data of unregistered Customers will be kept in the Conference System for the period of registration, to provide performance, to protect the rightful interests of the University and for the purpose of fulfilment of obligations imposed to the University by law for a period of at least 5 years. The Customer's personal data will be accessed only by authorized employees of the University and personal data will not be transferred for processing to third parties except for the data necessary to inform the Customer of the order processing and for the performance of this Contract.
3. The Customer agrees by filling out the registration form or placing an order with the processing of his/her personal data contained in it, in a way set out in paragraph 2 of this Article for the purpose of provision the ordered performance. The Customer can withdraw the consent by cancellation of registration or by written notification to the email address of the Event Organizer through the contact given on the website(s) of a respective Event.
4. If the Customer indicates by means of applications of the Conference system that he/she wishes to receive information about offers of goods and Services of the University, he/she gives consent to the processing of the personal data in a way specified in paragraph 2 of this Article for the purpose to offer other goods or services. This consent can be withdrawn through the application in the Conference system or by written notification to the email address of the Event Organizer through the contact given on the website(s) of a respective Event.

## VIII. FINAL PROVISIONS

1. The University shall archive all concluded contracts and all documents in electronic or printed form. The contract shall be drawn up preferably in electronic form and will be available in the list of applications of the Customer and in a form enabling its print. In case that the contract will be drawn up in paper form the University shall give the Customer one copy without undue delay after its execution by both parties.
2. In case of discrepancy between a specific contract (as described in the introduction to these Terms and Conditions) governing the rights and obligations of the parties in connection with provision of Services and these terms and conditions the provisions contained in a specific contract shall apply. If not stated otherwise in a specific contract, these terms and conditions are an integral part of a specific contract as its annex and the rights and obligations of the parties not regulated by the specific contract shall be governed by these terms and conditions.
3. Relations and any disputes arising under the contract shall be resolved exclusively under the law of the Czech Republic and will be resolved by the competent courts of the Czech Republic.
4. If the contract is concluded in the Czech language, the University provides in the Conference system the data in the Czech language, and it shall communicate in this language with the Customer for the duration of a concluded contract.
5. If the contract is concluded in another language, the University provides in the Conference system the data in this language and it shall communicate in this language with the Customer for the duration of a concluded contract.
6. Prices for Services and information about them are valid as of the date of their publication.
7. Customers using the Services are not given any rights to use trademarks, trade names, logos, and other signs of the University or its contractors, unless stipulated otherwise in a special agreement.
8. The consumer may file a complaint at the electronic address of the Event Organizer given on a website (s) of a respective Event. A consumer can also file a complaint to the supervisory authority or state supervision.
9. In case of a discrepancy between the wording of these Terms and conditions in the Czech language and the wording of these Terms and conditions in English language, the Czech language version shall prevail.