

Terms and Conditions of the e-shop "backtoletters.com"

1 General Provisions

- 1.1 These terms and conditions of the e-shop "backtoletters.com" (hereinafter the "**Terms and Conditions**") govern the relationship between the e-shop operator, which is Mgr. Lucie Mejšnerová, with place of business: Schovaná 149, Sulice - Želivec, Postal Code 251 68, Czech Republic, European Union, identification number: 01622528, registered in the Trade Register at the Municipal Office in Říčany (hereinafter the "**Provider**") and natural or legal persons (hereinafter the "**Customer**") by the provision of services by the Provider (hereinafter the "**Service**" or "**Services**").
- 1.2 The e-shop is operated by the Provider on the website located on the web address <http://www.backtoletters.com> (hereinafter the "**Website**") through the e-shop website interface (hereinafter the "**E-shop**").
- 1.3 These Terms and Conditions are issued by the Provider in accordance with Act No. 89/2012 Coll., the Civil Code, as amended (hereinafter "**Civil Code**").
- 1.4 The Provider provides Services consisting of the production of paper documents in the form of handmade copy made by the calligrapher or by printing (hereinafter "**Product**") and sending them on behalf of the Customer. The Customer decides on the choice of the Product theme from the Provider's product list and on the text of the Order (hereinafter "**Product Content**"), unless otherwise stated in these Terms and Conditions. The Customer submits an order by means of distance communication (usually by a computer), via the E-shop interface in the Czech or English language at the Customer's choice (hereinafter "**Order**") and makes a payment in accordance with these Terms and Conditions. The Provider shall ensure the manufacture of the Product and its submission for postal transport so that the shipment is sent to the address chosen by the Customer.
- 1.5 The Order shall state in particular designation of the Product format is to be manufactured and which additional Services the Customer requires. Only the shipment up to 50 g of weight may be sent via the Service. The Customer may choose following Product formats:
 - Regular letter – format A4, standard dimensions of 210 mm × 297 mm;
 - Card - format A5, dimensions of 105 mm × 150 mm;
 - Package (the Regular letter and the Card);
 - Voucher.

2 User Account

- 2.1 In the case of the Customer's registration via the E-shop interface, it is then possible to store Product designs within the Customer's user account and to make changes to stored designs before the final submission of the Order.
- 2.2 During the registration, the Customer shall submit the following login data: username and password. Access to the user account is protected by login data. Customer is obliged to maintain confidentiality regarding the information necessary to access its user account.
- 2.3 Upon registration made by the Customer on the website of the e-shop www.backtoletters.com, the Customer may access its user interface (hereinafter "**User Account**"). The Customer may order Products from its User account. The Customer may also order Products without registration directly from the E-shop. In the case that the Customer does not register, is informed when upon leaving the Website that his order in progress will not be saved after closing the website and will not be able to continue in work or to return to unfinished Order when open a new page on another device or another browser.
- 2.4 When registering and ordering the Product, the Customer is obliged to provide all information correctly and truthfully. The Customer is obliged to update the information submitted in the User Account upon any change of such information. The information provided by the Customer in the User Account and when ordering the Product shall be considered correct by the Provider.
- 2.5 The Customer is not entitled to allow the use of the User Account by any third party.
- 2.6 The Provider is entitled to cancel the User Account if it is reasonable, in particular when the Customer has not used his User Account for more than 5 years, or if the Customer breaches his obligations under these Terms and Conditions or the Contract.
- 2.7 The Customer acknowledges that the User Account may not be available continuously, especially with regard to the necessary maintenance of hardware and software of the Provider or the third party.

3 Establishment of the contractual relationship and the method of payment

- 3.1 To order the Services, the Customer fills in the order form in the E-shop. The order form contains information about:
 - 3.1.1 the Product (the ordered Product shall be inserted by the Customer into the electronic shopping cart of the E-shop),
 - 3.1.2 written text itself (the Customer will insert the text into the shopping cart),
 - 3.1.3 required Additional Services (if any);
 - 3.1.4 method of payment of the price of the Service, information on the required method of delivery of the ordered Product, address of the recipient.
- 3.2 In the User Account, it is possible to save the work in progress as a bookmark and is possible to return to saved bookmark. Unless otherwise stated in these Terms and Conditions, any Orders in progress are not automatically deleted and are always fully managed by the Customer. After submitting the Order for the manufacturing, the Product Content is automatically deleted from the saved bookmarks and cannot be reverted back to editing.

- 3.3 Before submitting the Order, the Customer is allowed to review and change the data entered in the Order, also with regard to the possibility of the Customer to detect and correct errors arising when entering data into the Order. The Customer will submit the Order to the Provider by clicking on the "Order" button. The data stated in the Order are considered correct by the Provider. The Provider shall confirm its delivery by e-mail immediately upon delivery of the Order to the Customer's e-mail address specified in the user account or in the Order. Confirmation of delivery of an Order shall not be deemed a conclusion of the Contract.
- 3.4 Upon submitting of the Product Order, the Order shall be checked by the Provider for completeness and compliance with these Terms and Conditions. As complete Order shall be considered a complete Order containing all mandatory data. As a condition of completeness of the Order shall be also delivery of the payment confirmation by the payment provider. The Provider reserves the right to refuse to execute the Order if the Order violates these Terms and Conditions. After control of the Order, the Customer is always informed by e-mail of its acceptance or, if applicable, of the reasons for rejecting the Order.
- 3.5 If the Provider confirms the acceptance of the Order, the Order shall become binding and at this time the Provider and the Customer shall enter into a contract for providing Services (hereinafter "**Contract**"). The provisions of these Terms and Conditions are always part of the Contract.
- 3.6 Upon receipt of the Order, the Product Content submitted by the Customer will be printed on the selected paper, folded, packed and the correct shipping will be used for shipping. The Provider shall then hand over the Product for shipping. The Customer will be notified by e-mail when the Product is shipped. The service of the postal carrier according to the Provider's choice will be used to deliver the Product to the final recipient.
- 3.7 The Provider expressly warns the Customer that the ordered Services based on the concluded Contract cannot be cancelled (i.e. it is not possible to withdraw from the Contract) as these are tailor-made goods according to the Customer's requirements / wishes.
- 3.8 If a complete Order and payment receipt is delivered to the Provider, the Provider will immediately start with the production of the Product. If the Order is not accompanied by a confirmation of payment made within 5 days from the moment of the delivery of the Order, the Provider is entitled not to provide the Service and to delete the Order irreversibly.
- 3.9 The Customer may pay for the Services directly through online payment instruments or by using a prepaid voucher:
 - 3.9.1 upon payment by means of payment instruments, a confirmation of payment will be delivered to the Customer's e-mail address specified in the User Account or in the Order;
 - 3.9.2 when paying with a voucher, a discount in the value of the voucher will be deducted from the price of the Product.

- 3.10 The voucher for payment of the Services can be purchased through the E-shop. The Customer can pay for the voucher through online payment instruments. By submitting the voucher, the Customer is entitled to get the Product at the price of the voucher. The voucher is transferable, the price of the purchased voucher is not refundable.
- 3.10.1 The voucher that was purchased at the Provider is not limited by time, i.e. it may be used for the entire duration of the providing Services;
- 3.10.2 The voucher that has not been purchased directly from the Provider but has been obtained, for example, from an advertising event, may be limited by a special conditions. The conditions of the use of such voucher will be communicated during its distribution.
- 3.11 The prices of the Services are listed in the E-shop for the relevant Products in CZK or EUR and includes the costs of shipping the Product and all taxes and related fees. Prices of Products shall remain valid as long as they are displayed in the E-shop.
- 3.12 Charges for making payments for the Services shall be governed by the terms and conditions of the Customer's payment service provider (usually the Customer's bank). Customer acknowledges that electronic communications may be subject to a charge by internet service provider or other providers of the information society services (including Internet connection services) with which Customer has a contract.
- 3.13 Any discounts on the price of the Services provided by the Provider to the Customer cannot be combined with each other.
- 3.14 The Provider does not require the Client to pay a deposit or other similar payment. This is without prejudice to the provisions of these Terms and Conditions regarding the obligation to pay the price of the Service in advance.
- 3.15 Any arrangements deviating from these Terms and Conditions may be agreed in a separate contract concluded in writing.
- 3.16 All presentations of the Services placed in the E-shop are of an informative character and the Provider is not obliged to conclude the Contract regarding the provision of these Services. The provisions of Section 1732 (2) of the Civil Code shall not apply.
- 3.17 The Provider is not a VAT (value added tax) payer.

4 Shipping and Delivery of the Product

- 4.1 The part of the provided Service is the handover of the Product to the designated postal carrier and payment of the postage; the Provider is obliged to prove this fact to the Customer at his request at all times. Due to the nature of the Service, the Provider bears no responsibility for the delivery of the shipment after its handover to the postal carrier for delivery to the final recipient. The obligations of the postal carrier are governed by generally binding legal regulations.
- 4.2 The Provider exclusively uses the following postal carriers:
- 4.2.1 Česká pošta, s.p. – shipments to all countries around the world, in accordance to the conditions of postal carrier.
- 4.3 The Product is shipped as a regular shipment. No tracking service or registered mail service is provided.
- 4.4 The price of the Product is stated including postage, postage is not charged separately.

- 4.5 The customer has the possibility to determine the day of dispatch of the shipment, the day of delivery cannot be influenced by the Provider, the Provider does not take responsibility for the services of the postal carrier or for the time of delivery. The delivery time may vary depending on the country of delivery and is not precisely determined and guaranteed.
- 4.6 The Provider is always listed as the sender of the shipment.
- 4.7 The Customer is obliged to submit the address of the recipient in the Order in the format required by the place and country of delivery. The Provider does not further change or modify the delivery address.
- 4.8 If the shipment is undeliverable, the postal carrier will usually attempt to return the shipment back to the Provider. If the shipment is returned due to an incorrect address, or if the recipient was not found or did not pick up the shipment, the Provider may allow the Customer to send the same Product free of charge to another address which the Customer will communicate to the Provider. In all cases, the Customer will be informed via e-mail.
- 4.9 The Provider assumes no responsibility for an incomplete or incorrectly entered address and in the case of returning the Product to the Provider's address, the Product will be registered as returned without possibility to claim a refund of the paid price and its disposal will be performed. The Customer will be informed of the return of the shipment.
- 4.10 The claim of the non-received shipment by the recipient must be made by the Customer no later than one month after dispatch of the shipment. After exceeding one month, the Provider is entitled to reject the claim. If the shipment is not returned to the Provider and if it exceeds the time limit of one month, the shipment will be considered as lost. Although the Provider is not responsible for the postal carrier's services, the Provider may, in individual cases, offer to the Customer a discount for other Services in the form of a discount voucher. There is no legal entitlement to the discount.

5 Rights and Obligations of the Provider and the Customer

- 5.1 The Provider is obliged to:
 - 5.1.1 process the delivered Orders in such a way that the Product is properly manufactured and shipped without undue delay upon delivery of the complete Order, including the receipt of payment confirmation;
 - 5.1.2 ensure adequate security of electronic communications in the provision of the Services, taking into account the risks usually anticipated at the time of provision of the Service and at a commercially reasonable cost.
- 5.2 The Provider is entitled to:
 - 5.2.1 restrict the provision of the Services in the event that it is necessary to perform planned or extraordinary maintenance of the platform on which the Service is provided;
 - 5.2.2 unilaterally decide that the Service will no longer be provided from a specific date;
 - 5.2.3 archive the complete Order, or the part thereof, and the confirmation of payment made for 10 years from the date the contractual relationship was concluded.
- 5.3 The Customer:
 - 5.3.1 shall be connected to the public Internet network at the time of sending the Order;

- 5.3.2 is fully responsible for the security of the means of distance communication (software and hardware) which uses when concluding the Contract (including the purchase of a voucher);
- 5.3.3 is fully responsible for the textual part of the Product Content, in particular that it will be filled in Latin characters. The Customer acknowledges that other fonts, such as Chinese characters, Cyrillic, etc., will not be processed and printed correctly;
- 5.3.4 is obliged to protect login data from misuse,
- 5.3.5 is responsible for maintaining the confidentiality of e-mail messages, password and Order content and User Account content and is responsible for all activities associated with its User Account;
- 5.3.6 may place Orders only for himself or for natural and legal persons for which he is authorized to act legally. The Customer is fully responsible to the Provider for compliance of the Product Content with legal regulations.
- 5.4 The Provider is entitled to refuse to provide the Services at its discretion, especially if the Product Content in the text part or in combination with the graphic part:
- 5.5 contains signs of municipalities or towns, national symbols of the Czech Republic, extremist and racist symbols including swastika, pornography, Olympic symbolism, or other images which, according to the Provider's assessment, could offend the recipient of the Product, e.g. depicting a naked human body;
- 5.6 is offensive, defamatory or contains any other text that is contrary to good manners and / or public order;
- 5.7 aims to conduct surveys, competitions, pyramid schemes or distribute chain letters.
- 5.8 The Provider is also entitled to refuse to provide the Service if it suspects that the Product Content breaches
 - 5.8.1 copyright of third parties,
 - 5.8.2 intellectual property rights other than copyright (such as trademark or industrial design rights) if such rights are subjects of protection in accordance with national, European or international law;
 - 5.8.3 personal rights of third parties or protection of personal data of third parties.
- 5.9 The Provider is entitled to refuse to provide Services even if the Provider cannot verify that the consent to the use of the Product Content has been duly provided.
- 5.10 The Provider bears no responsibility for the Product Content made up by the Customer and is not obliged to monitor the content. The Provider reserves the right to carry out a random check of compliance of the Product Content with these Terms and Conditions.
- 5.11 The Provider also reserves the right to access, read, store and disclose any information it deems necessary (a) to fulfil its obligations under applicable law, of these Terms and Conditions, including investigation of possible violations of these provisions; (c) to detect, prevent or otherwise address fraud and security or technical issues; (d) respond to Customer support requests; or (e) protect the rights, property or security of the Provider, its Customers or third parties.

5.12 In the event that due to improper placing of the Order (use of improper characters, violation of the rules of these Terms and Conditions, etc.) it is not possible to provide the Service, the Provider always informs the Customer and may allow the Customer to re-enter the corrected Order at no additional cost, the Customer will receive a special code to make repeated Order free of charge. In case of repeated refusal of the Order by the Provider, the Provider is entitled to refuse to provide other Services to the Customer. If the Service is refused or the Service is not provided, the paid funds shall be returned to the Customer within 14 days of the expiry of the deadline for the execution of the repeated Order or the day of notification of the refusal to provide the Service, by using the same payment instrument by which the Order was paid. The Customer is obliged to provide the necessary cooperation to perform the refund.

6 Claims

6.1 The Customer may file a claim for the Service for one year from the date of conclusion of the Contract. This does not apply if the Customer is a consumer, in which case the limitation periods provided for in the Civil Code shall apply.

6.2 The Provider accepts complaints concerning the Services electronically by sending to e-mail: lucie@backtoletters.com.

6.3 The rights and obligations of the contracting parties in respect of rights from defective performance are governed by the relevant generally binding legal regulations (in particular the provisions of Sections 1914 to 1925, Sections 2099 to 2117 and Sections 2161 to 2174 of the Civil Code and Act No. 634/1992 Coll. , as amended).

6.4 The Provider is liable to the Customer that the Services and Product provided are free from defects. In particular, the Provider is liable to the Customer that at the time the Product is shipped to the final recipient:

6.4.1 has the characteristics agreed by the parties and, in the absence of an agreement, the characteristics described by the Provider or expected by the Customer with respect to the nature of the Services and the Product and based on their advertising,

6.4.2 the Product is suitable for the purpose stated by the Provider for its use or for which the Product of this kind is usually used.

6.5 Other rights and obligations of the parties relating to the Provider's liability for defects may be regulated by the Provider's Complaints Procedure.

7 Warranties, Limitation of Liability

7.1 The Provider shall use reasonable efforts to provide the Service in accordance with these Terms and Conditions.

7.2 The Provider shall not be entitled to ownership of any content provided to the Provider in the Order, including any text, data, or information that is transmitted and stored by the Provider.

7.3 The Provider is not liable for defects in providing Services that are outside the scope of his competence, particularly in the transmission of the Internet network, in the Customer's mobile operator network or in the other Customer's provider of the means of distance communication.

7.4 Furthermore, the Provider is expressly not responsible for making any payments.

- 7.5 The Customer hereby assumes the risk of a change in circumstances within the meaning of Section 1765 (2) of the Civil Code.
- 7.6 The Provider shall not be liable for damage caused by the loss, damage or loss of the contents of the postal shipment.
- 7.7 The Provider is not liable for any damage caused as a result of a breach of the Customer's obligation to protect login data from misuse.

8 Infringement of the third party rights

- 8.1 In the event that the Product Content infringes the rights of third parties (such as intellectual property rights or personal rights), the Customer is liable for any damage caused (material and non-material damage).
- 8.2 In the event of a breach of the Customer's obligation set forth in these Terms and Conditions, the Customer shall indemnify the Provider for any damage incurred by the Provider in connections to the breach of the Customer's obligation.
- 8.3 Upon the Provider's request, the Customer is obliged to provide the Provider with all cooperation in the event that any third party right related to the Product Content, Order or payment is exercised against the Provider.

9 Processing of Customers' Personal Data

- 9.1 The personal data of the Customer who is a natural person or a natural person - entrepreneur are subject to the protection of personal data in accordance with the applicable legal regulations, in particular Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016 on the protection of individuals the processing of personal data and the free movement of such data and repealing Directive 95/46 / EC (General Data Protection Regulation; hereinafter "**GDPR**").
- 9.2 The Provider processes the Customer's personal data in accordance with legal regulations, especially GDPR. Detailed information on the processing of the Customer's personal data by the Provider cloud be found in the Privacy Statement, which is available here.

10 Final Provisions

- 10.1 The Customer and the Provider further undertake not to contest the validity and binding nature of mutual electronic communication solely because of the electronic form of such communication.
- 10.2 The Provider reserves the right to amend, supplement or cancel these Terms and Conditions in connection with the development of the legal order and to cancel them by issuing new Terms and Conditions. Any change in the Terms and Conditions will be published on the Provider's website www.backtoletters.com, at least 30 days before the new Terms and Conditions become effective. This shall not apply if the change is solely for the benefit of the Customer.
- 10.3 In relation to the Customer, the Provider is not bound by any codes of conduct within the meaning of Section 1826, Par. 1, par. e) of the Civil Code.

- 10.4 For the out of court settlement of consumer disputes between consumers and the Provider arising from providing Services is competent Česká obchodní inspekce (Czech Trade Inspection), with its registered office at Štěpánská 567/15, 120 00 Prague 2, Czech Republic, ID No.: 000 20 869, website: <https://adr.coi.cz/cs> (www.coi.cz).
- 10.5 Evropské spotřebitelské centrum Česká republika (European Consumer Centre of the Czech Republic), with its registered office at Štěpánská 567/15, 120 00 Prague 2, Czech Republic, website: <http://www.evropskyspotrebitel.cz> is a contact point pursuant to Regulation (EU) No 524/2013 of the European Parliament and of the Council of on May 21, 2013 on online consumer dispute resolution and amending Regulation (EC) No 2006/2004 and Directive 2009/22 / EC (Online Consumer Dispute Resolution Regulation).
- 10.6 The Provider is entitled to provide services on the basis of a trade license. Trade control is carried out within the scope of its competence by the appropriate trade licensing office. Supervision of personal data protection regulation is performed by Úřad pro ochranu osobních údajů (the Office for Personal Data Protection). The Czech Trade Inspection Authority carries out, among other things, supervision of compliance with Act No. 634/1992 Coll., On Consumer Protection, as amended.
- 10.7 The contractual relationship between the Customer and the Provider shall be governed by the Czech legal order, even if the legal relationship established with the Contract contains an international (foreign) element. The competent court for resolving disputes will always be the courts of the Czech Republic.
- 10.8 Contact details of the Provider:
- 10.8.1 - Postal address: Lucie Mejšnerová – Back to Letters, Schovaná 149, Sulice - Želivec, Postal Code 251 68, Czech Republic;
- 10.8.2 - E-mail address: lucie@backtoletters.com;
- 10.8.3 - Phone: 00 420 724 442 926.
- 10.9 These Terms and Conditions are written in Czech and English, in case of any conflict, the Czech version shall prevail.
- 10.10 These Terms and Conditions are effective as of September 1, 2019.

In Sulice on 1.9.2019

Backtoletters.com

Lucie Mejšnerová