

General Terms and Conditions (GTC)

1. Basic Provisions

1.1. These General Terms and Conditions (hereinafter “GTC”) are issued in accordance with Act No. 89/2012 Coll. (Civil Code) and govern the mutual rights and obligations of the Seller and the individual entering into the purchase contract either as a consumer (outside of their business activity) or in the course of their business activity.

1.2. These GTC apply to the services offered and provided via the Knapf.eu portal, accessible at <https://Knapf.eu/>.

1.3. The operator of the Knapf.eu portal and provider of services under this project is Filip Knap (hereinafter “Provider”), ID no.: XXX, with registered address Libonice 81, 508 01 Hořice, registered in the Trade Register maintained by the City Hall of Hradec Králové. Email: KnapFilip@email.cz, Tel.: +420 731 342 329.

1.4. The Customer means any natural or legal person to whom the Provider provides services under a concluded contract or order pursuant to these GTC (“Customer”).

1.5. By ordering a service, the Customer expresses unequivocal consent and understanding of the Agreement, these GTC and any other terms related to the ordered service, including its content, specification, and price as per the Provider’s offer. Both Customer and Provider must comply with generally valid laws, the Agreement, these GTC, and any other terms included in the ordered service.

1.6. The provisions of these GTC form an integral part of the purchase contract. The purchase contract and GTC are issued in Czech.

1.7. The Provider may amend or supplement the GTC. Such changes do not affect any rights or obligations arising during the effective period of the previous GTC.

1.8. The contractual relationship arises when the Customer orders a service on Knapf.eu and duly pays the amount specified in the Provider’s current price list.

1.9. Upon sending the order, the Customer receives an email summarizing the order, where they can check details and request changes via email at KnapFilip@email.cz. Once sent, the order becomes a binding proposal to conclude the contract.

1.10. By completing the order, the Customer requests that the Provider

start developing the Service and grant access to it before the 14-day withdrawal period expires. The Customer acknowledges and agrees that if digital content not delivered on a tangible medium is provided before that deadline, the right of withdrawal does not apply.

1.11. By sending a binding order, the Customer confirms they have read the GTC and the current price list available on the Provider's website.

1.12. After the Agreement is concluded and conditions fulfilled (payment, consents, etc.), the Service is made available, and the Customer receives login credentials. A preview is provided before completion.

1.13. The Customer agrees to use remote communication means only (email, Discord). The Agreement is a distance contract under Section 1826 of the Civil Code.

1.14. All consents and contracts are stored in the Provider's system. The Customer may request a copy via support (email: KnapFilip@email.cz).

2. Definitions

Terms with a capital letter shall have the following meaning:

2.1. "GTC" means these General Terms and Conditions defining the relationship.

2.2. "Agreement" or "Order" means the contractual documents between Provider and Customer in accordance with GTC.

2.3. "Customer Support" refers to technical support via email or Discord.

2.4. "Service Terms" mean documents defining technical, organisational, and pricing conditions of the Service.

2.5. "Service" means the service provided under the Agreement or Order subject to the GTC and Service Terms.

2.6. "Website" means software components of the portal.

2.7. "Discord" refers to the server on the Discord platform.

2.8. "Sheets" means spreadsheet files on Google or Microsoft platforms.

3. Customer Rights and Obligations

3.1. The Customer must take measures to prevent misuse of the Service and is liable for resulting damages.

3.2. The Customer must use services according to instructions.

3.3. The Customer must secure their account with a strong password and keep credentials confidential; they are liable for misuse.

- 3.4. The Customer may not transfer their account without permission.
- 3.5. The Customer is responsible for all users they authorize.
- 3.6. The Customer must not overload or disrupt infrastructure or attempt cyber-attacks.
- 3.7. The Customer must obey Czech laws and act in good faith.
- 3.8. The Customer guarantees that registration data is accurate.

4. Provider Rights and Obligations

- 4.1. Provider ensures uninterrupted service, except maintenance.
- 4.2. Provider is not liable for copyright infringement by the Customer.
- 4.3. Provider may perform scheduled maintenance.
- 4.4. Provider is not liable for subcontractors' interruptions.
- 4.5. Provider is not responsible for data loss.
- 4.6. Provider may modify service parameters but must notify the Customer via website or email.
- 4.7. Provider and Customer Support may access and modify server-stored data for maintenance, updates, troubleshooting, quality control, and compliance.
- 4.8. Provider may create backup copies only; no external copies without Customer consent.
- 4.9. If the Customer breaches GTC or other terms, Provider may unilaterally terminate the Agreement and cancel the Service.

5. Billing and Payments

- 5.1. Current prices are available on the website and user interface; changes are notified.
- 5.2. A monthly fee covers 30 days of Service.
- 5.3. Invoices are sent electronically to the Customer's email; no paper invoices.
- 5.4. If the Customer fails to pay, Provider may suspend or cancel the Service without notice.
- 5.5. For unpaid invoices, the Service may be suspended. After the prepaid period or termination, the Provider may cancel the Service immediately.
- 5.6. Invoices are considered paid when:
 - 5.6.1 The payment is sent to the correct account
 - 5.6.2 The amount matches the invoice in the correct currency
 - 5.6.3 The correct variable symbol is used

5.6.4 The payment is credited

5.6.5 The payment is processed by the Provider's system

5.7. Customers cannot withdraw credit balance from their account.

6. Complaints

6.1. If the Service doesn't meet expectations, the Customer may submit a complaint to Customer Support.

6.2. The Customer must justify and evidence the complaint.

6.3. The Provider handles complaints within 30 days (legislative maximum).

6.4. If the issue arises after the first 14 days, the complaint excludes the period without defects.

6.5. Refunds go to the Customer's account unless otherwise requested; transfer costs borne by Customer.

6.6. Complaint resolution follows Czech Civil Code and consumer protection laws.

6.7. Complaints are managed via email; responses are sent electronically. No further procedures apply.

7. Service Suspension

7.1–7.7. Provider may suspend, cancel, or refuse services if the Customer breaches Service Terms, repeatedly fails obligations, or engages in prohibited activities (system misuse, overloads, cyber-attacks, copyright violations, or illegal acts). Suspension means no access to services/data until reinstatement via payment or renewal.

8. Service Termination and Contract Termination

8.1. Outstanding payments remain due after service termination.

8.2. Customer may terminate any service anytime via email or UI.

8.3. Customer may delete their account unless bound by obligations, via support. Account deletion also terminates all services and withdraws GTC.

8.4. Account deletion implies termination of all GTC.

8.5. For Customer breaches, the Provider may terminate service/account and must inform Customer with reasons.

8.6. Any attempt to harm services is prohibited and grounds for immediate termination.

8.7. Termination includes suspension, data deletion, and service cessation.

9. Final Provisions

9.1. All relations governed by Czech law.

9.2. Provider may change any part of the Agreement or conditions at any time, notifying the Customer 14 days before effectiveness. Customer may terminate the Agreement within that period. Continued use implies acceptance.

9.3. Consumer disputes unresolved amicably may be addressed by the

Effective as of 24 February 2025