

# General Terms and Conditions

## Article 1 - Applicability and Basic Definitions

1. These terms and conditions (hereinafter the "Terms and Conditions") shall regulate all contractual arrangements between Biostatistics FNUSA-ICRC (hereinafter the "Provider") and the customer as the buyer of the services (hereinafter the "Customer") supplied by the Provider, unless expressly agreed otherwise in writing.
2. The services within the meaning of paragraph 1 of this Article include Customer training (hereinafter "Training").
3. The following definitions shall serve for the purpose of these terms and conditions:
  - a. Agreement is any agreement established upon the acceptance of the Provider's offer, pursuant to which the Provider shall render services to the Customer.
  - b. Website means the website available at <https://biostatistics.fnusa.cz/en/front-page-english/>.
4. Except for the present Terms and Conditions and any specific terms and conditions agreed directly between the Parties, the Agreement does not contain any other provisions which may be in conflict with the present Terms and Conditions, or any other contractual terms and conditions, especially the Customer's terms and conditions, even if the Provider has been fulfilling this Agreement without an express refusal of such terms and conditions.

## Article 2 - Purpose of Agreement

### Training

1. The Provider shall regularly publish a list of available training sessions on its website. The Customer and the Provider agree that by ordering Training via the Provider's Website, a contract negotiated at the distance shall be entered into whose inseparable part are also

these terms and conditions. The subject matter of such a contract is especially the Provider's commitment to carry out the Training and the Customer's commitment to pay the price for such Training to the Provider. The Agreement shall be deemed entered into upon the Provider's confirmation of the Training registration (electronically).

2. The Provider accepts no responsibility for ensuring that the ordered services comply with the Customer's requirements and needs. The Customer shall clarify requirements and needs adequately in advance prior to the provision of the services.

3. The Provider is not responsible for ensuring that the Customer participating in a Training session organized by the Provider complies with the requirements necessary for the successful completion of the Training. The Customers can check the prerequisites and conditions for the successful completion of Training courses on the Provider's Website.

4. The Provider has sole and exclusive ownership of all rights related to the title and content of the Training including all copyright and any other intellectual property rights therein. The Provider reserves the right to use any feedback or photographs collected in relation to the Training for marketing / promotional purposes. All photographs taken in relation or during the Training are owned by the Provider exclusively.

5. The Provider shall decide on the appointment of the employees or other persons (third parties) for the provision of the work or services.

6. The Provider shall be entitled to refuse the participation of a Customer in a Training course. Furthermore, the Provider reserves the right to refuse and cancel applications if the number of potential trainees does not reach the applicable limit, always no later than 5

working days prior to the Training date. The Provider shall promptly notify the Customer - trainee, about the cancellation of the Training.

7. Should the Customer cancel an application between 15 and 6 working days prior to the first day of the Training session, the Providers shall be entitled to charge the Customer 50% of the Training fee. Should the Customer cancel an application less than 5 working days prior to the first day of the Training session, the Providers shall be entitled to charge the Customer 100% of the Training fee.

### **Article 3 - Prices and Terms of Payment**

1. The Customer and the Provider have agreed that the price for the services shall be determined on the basis of the Provider's valid price list, unless otherwise agreed in writing. All incidental costs and payments, such as freight, customs and bank fees, etc. shall be borne by the Customer and may not be deducted from the price of the services.

2. The Provider issues an invoice to the Customer after the end of registration for the given date (no later than 5 days before the training). This invoice is due in 30 days (unless otherwise stipulated by the internal regulation of FNUSA). The invoice is issued by the head of the Provider's department or an authorized person.

3. Payments for the services of the Provider's department within FNUSA/FNUSA-ICRC take place in the FAMA+ application as part of the so-called internal accounting.

4. As a general rule, the Provider shall send invoices electronically, to the address(es) specified by the Customer, unless agreed otherwise. The Customer shall promptly inform the Provider about any changes to the Customer's electronic billing address. In doubts, invoices shall be deemed delivered on the date on which they are sent electronically to the last known electronic address of the Customer and/or the electronic address of the

Customer's accounting department, alternatively to the Customer's electronic address which is publicly available (for example the Customer's website).

### **Article 4 - Confidentiality and Data Protection**

1. The Provider is entitled to process the data provided by the Customer including personal data; in this process, the Provider shall treat all information provided by the Customer as confidential information, in accordance with the applicable provisions.

2. Personal data of Customers are processed in connection with the subject of the Provider's activity, due to the conclusion of a contractual relationship in order to provide the Customer with a service or other fulfillment, or due to negotiations leading to such a contractual relationship, to improve the services and to respond promptly to Customer's requests.