

GENERAL TERMS AND CONDITIONS FOR THE USE OF JELLDOY.COM

1. CONTRACTING PARTIES

1.1. The Provider

ProCreators s.r.o.registered at the Regional Court in Brno, file number C 106461/KSBR with registered office at Spálená 480/1, Trnitá (Brno-střed), 602 00 Brno

ID NO: 07150067

Bank account: 683304002/5500 - Raiffeisenbank, a.s.

Contact email: info@jelldoy.com (hereinafter referred to as "Provider")

1.2. The Customer

fa natural or legal person who completes an order for the JELLDOY.com service via the form or by telephone (hereinafter referred to as the "Customer")

Provider and Customer together (hereinafter referred to as "Parties")

2. CONCLUSION OF THE CONTRACT

2.1 Service Contract ("Contract")

is concluded at the moment of completion of the order of the JELLDOY.com service (hereinafter referred to as the "Service"), whereby the necessary prerequisite for the conclusion of the Contract is is the acceptance of these General Terms and Conditions (hereinafter referred to as "GTC"). The GTC are available at https://www.jelldoy.com/in the footer of the website.

2.2 The contract shall come into force on the date of payment of the deposit.

3. RIGHTS AND OBLIGATIONS OF THE CLIENT

- 3.1 The Provider has the right to refuse to produce the website
- 3.2 The Provider may, upon the Client's request, arrange for the registration of a 2nd level domain name.



For these registration purposes, the Customer shall provide the Provider with true and complete contact details. The Customer undertakes to pay the Registrar the registration fees for the operation of the 2nd level domain, as the Provider is not the administrator of the 2nd level domain names.

- 3.3 The Service is ordered by the Customer for the operation of a 2nd or 3rd level domain name that is personally owned by the Customer.
- 3.4 The Customer undertakes to pay the registration fees for the registration and operation of the DNS servers of its 2nd level domain to the domain name administrator (registrar). The Service Provider is not the administrator of the 2nd level domain names.
- 3.5 When ordering the service, the Customer is obliged to provide true contact details for the purposes of billing and communication with the Provider.
- 3.6 The Customer is obliged to protect its access data to the established services from misuse by a 3rd party.
- 3.7 The Customer is fully responsible for the content of its offer and for all content material that it may publish via its wordpress account. The provider is fully exempt from legal liability in this respect. The Customer is acting on its own responsibility.

4. RIGHTS AND OBLIGATIONS OF THE PROVIDER

- 4.1 The Provider is obliged to check the condition of the website for 1 year and keep the website functional (if the Customer has paid for such service). Exceptions to this obligation are conditions that cannot be influenced by the provider and cannot be prevented in any way. These include, for example, a targeted attack on the web hosting server or application with the intention of disabling the website, outages of public telecommunications networks or other actions necessary to ensure the operation of the provider's services (e.g. hardware maintenance, software updates, server configuration, replacement of server hardware components, etc.).
- 4.2. The Provider is not responsible for the content of the Client's web



presentation and the truthfulness of the information published by the Client. For this reason, it is not obliged to check the products or services offered, as well as the information provided by the customer about this product or service. The third party is therefore not entitled to claim compensation from the provider or to claim any other legal liability for the information provided by the customer.

5. PRICE OF THE SERVICE AND METHOD OF PAYMENT FOR THE SERVICE

- 5.1 All access data will be delivered to the customer within 30 days after the website is created. The time for creating the website varies depending on the complexity of the project and the requirements of the Customer. A more accurate estimate will be provided after familiarizing ourselves with the Client's content.
- 5.2 The money from the deposit will be used for all necessary costs (web hosting, domain, etc.)
- 5.3 After the purchase of web hosting or other services that are necessary for the functionality of the website, the deposit becomes non-refundable. In the case where there is no need on the part of the provider to purchase web hosting or other services, the deposit becomes non-refundable after the first draft of the website has been sent.
- 5.4 If the Client has had a logo made, the Provider will deliver 3 logo designs via email. The client has the right to reject the completed work. At that point, the provider will send the client 2 more logo designs and if even at this point the client is not satisfied with the work, all designed logos will forfeit ownership of the client. Even if the client rejects all the designed logos, he is not entitled to a full refund for the work delivered.
- 5.5 All tax documents, proformas, invoices, payment notices and reminders shall be sent by the Provider in electronic form.
- 5.6 The Provider will send an invoice for the work supplied (excluding any deposit) within 1 day of the delivery of the website and login details.



6. FINAL PROVISIONS

6.1 The Provider declares that it acts in accordance with Act No. 101/2000 Coll., on the Protection of Personal Data and on Amendments to Certain Acts, as amended, i.e. it protects the Client's personal data from misuse and never provides it to a third party. Personal data may only be used

by the Provider for the purposes of proper functioning of the service, direct communication with the Customer and for the Provider's statistical needs.

6.2 The Customer accepts that all issued accounting documents (invoices and proforma invoices) are sent to the Customer electronically via e-mail in pdf format.

6.3 The Provider reserves the right to amend these GTC.

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