

Terms and Conditions of Success Solutions s.r.o. for the Provision of Educational Services

1. Introductory Provisions

- 1.1. These terms and conditions (hereinafter referred to as "**Terms and Conditions**" or "**TC**") determine a part of the content of the contract (hereinafter referred to as the "**Contract**") concluded in ordinary business transactions based on an order according to Article 2 of these TC (hereinafter referred to as the "**Order**"), in which the business company Success Solutions s.r.o., with its registered office at Tyršovo nám. 2221, 252 63 Roztoky, ID: 04836839, registered under file number C 254454 at the Municipal Court in Prague (hereinafter referred to as the "**Provider**") holds the position of the Service Provider, and in which there is an explicit reference to these TC.
- 1.2. "**Service**" for the purposes of these Terms and Conditions shall mean the service defined in each specific Contract concluded based on an Order, provided by the Provider to the Ordering Party or participants.
- 1.3. "**Ordering Party**" for the purposes of these Terms and Conditions shall mean the business partner of the Ordering Party (Business Partner), who concluded a Contract with the Provider based on an Order.
- 1.4. Deviating provisions in the Contract take precedence over the wording of the TC.
- 1.5. All provisions of the Contract must be interpreted in accordance with the principles and rules of these TC in case of doubts about their content.
- 1.6. These TC are available in written form at the Provider's registered office and electronically on the website www.success-solutions.com. Making the Terms and Conditions accessible on the website and referring to them in individual Contracts or Orders is sufficient for their validity for the Ordering Party in a specific contractual relationship.

2. Orders

- 2.1. Orders are accepted via registration on the website www.success-solutions.com or by email at training@success-solutions.com. Orders are binding for the Ordering Party from the moment they are delivered to the Provider.
- 2.2. An Order must always contain mandatory information – the name, registered office, and VAT number of the Ordering Party and the name and specific person who will use the Service (hereinafter referred to as the "**Participant**").

- 2.3. The inclusion of registered Participants is carried out in the order of received Orders. The Provider reserves the right not to accept an Order if the capacity allowing the provision of the Service is exceeded; in such case, an alternative date will be offered to the interested party. By sending the Order, the Ordering Party confirms that they have acquainted themselves with these Terms and Conditions and expresses their unconditional consent to them.
- 2.4. Upon acceptance of the Order, the Provider sends the Ordering Party a confirmation of the Order acceptance and a proforma invoice. The Contract between the Ordering Party and the Provider is concluded upon payment of the proforma invoice by the Ordering Party.

3. Price

- 3.1. Prices for the Services are always published on the Provider's website, on third-party websites, or in other promotional materials, whereby, unless expressly stated otherwise in a specific case, the prices are stated in CZK excluding VAT. VAT is always charged at the statutory rate, and in case of a change in the value-added tax rate, the Provider is entitled to charge the VAT rate valid at the time of the taxable supply.
- 3.2. If the provision of the Service includes the rental of computer equipment, study materials, certificates of course completion, or refreshments, these are an integral part of the Service price.

4. Payment Terms and Invoices

- 4.1. Utilization of the service is conditional upon payment of the proforma invoice so that the respective amount is credited to the Provider's account no later than on the due date stated on the proforma invoice or on the day preceding the day of the Service, whichever occurs earlier. If the Ordering Party fails to meet the payment deadline, the Provider is entitled to prioritize another Ordering Party within the Service capacity - in such case, the Provider will refund the paid price to the Ordering Party within 30 days.
- 4.2. After the payment is credited to the Provider's account, an invoice will be issued and sent. No further invoices will be issued.
- 4.2. Failure to pay the proforma invoice does not constitute cancellation of the Service Order.
- 4.3. When making a payment by transfer, the Ordering Party is obliged to specify the proforma invoice number as the variable symbol.
- 4.4. Payments can only be made non-cash; the Provider does not accept cash payments, and therefore, the Ordering Party's debt cannot be settled by cash payment.

5. Cancellation Terms and Change of Date

- 5.1. The Provider has the right to reschedule the date of utilizing the Service for reasons beyond its control (especially interruption of power supply, sudden illness of the lecturer, minimum capacity not met 5 working days before the Service date, etc.). If the alternative date is not suitable for the Ordering Party or the Participant, the paid price for the Service will be refunded to the account from which it was paid within 30 days from the expression of disagreement with the date change by the Ordering Party.
- 5.2. If the Participant cannot utilize the Service due to reasons on the side of the Ordering Party or the Participant, the paid fee will not be refunded. In such case, the Ordering Party is entitled to appoint another person to utilize the Service – a substitute Participant. The Ordering Party is obliged to inform the Provider promptly about the change of the person utilizing the Service.

6. Rights and Obligations

- 6.1. The Participant must not utilize the Services:
 - a) in a manner that would conflict with the rights and legitimate interests of the Provider or any other third party;
 - b) in violation of legal regulations;
 - c) in connection with or for the purpose of actions that are in violation of legal regulations;
 - d) in connection with or for the purpose of actions that could be perceived as unethical or endangering the moral development and upbringing of children.
- 6.2. The Customer is obligated to acquaint the Participant with these Terms and Conditions and ensure their compliance by the Participant.
- 6.3. The Customer assumes full responsibility for any damage or harm caused by the Participant to the Provider or any third party.
- 6.4. The Provider delivers the Services through its employees or other persons authorized by it (hereinafter referred to as "**Instructor**").

7. Copyright Protection

- 7.1. Participants are explicitly prohibited from making any audio/video recordings of the Service's content, as well as any other means of capturing the provision of the Service. In case of violation of this prohibition, the provision of the Service may be immediately terminated by the Provider (or a person authorized by it – e.g., an Instructor), or the Participant may be expelled from the provision of the Service, always without any compensation, particularly without the right to a refund of the Service fee.

- 7.2. All materials, aids, technical equipment, software, or any other tangible or intangible items (hereinafter referred to as "**Materials and Aids**") temporarily or permanently handed over or made accessible by the Provider (or a person authorized by it – e.g., an Instructor) to the Participant in direct or indirect connection with the provision of the Service may be used by the Participant exclusively in a manner resulting from the provision of the Service. Materials and Aids temporarily handed over to the Participant for the duration of the provision of the Service must be returned to the Provider (or a person authorized by it – e.g., an Instructor) immediately after the provision of the Service ends. The Customer and the Participant are jointly and inseparably obligated to ensure that the Materials and Aids do not come into the possession of any other third party.
- 7.3. The Participant and the Customer explicitly agree to use the Materials and Aids under the conditions stipulated by SAP, particularly in a manner resulting from the terms and documentation published on the SAP website www.sap.com (hereinafter referred to as "**SAP Rules**"). By entering into the Agreement, the Participant and the Customer confirm that they have acquainted themselves with the SAP Rules before entering into the Agreement and undertake to comply with them unconditionally.
- 7.4. The Customer and the Participants are aware that by breaching their obligations arising from the Agreement and these Terms and Conditions, especially their obligations arising from this Article and/or the SAP Rules, the Provider or any other third party may incur damage or other harm amounting to tens of millions CZK, for which the Participant and/or the Customer may be liable, up to the amount of the damage or harm caused.
- 7.5. The Customer and the Users are expressly prohibited from using texts, images, and logos from the Provider's website or study materials without the prior consent of the Provider.
- 7.6. Unless expressly stated otherwise in these Terms and Conditions, Participants or Customers do not acquire any rights to exercise intellectual property rights held by the Provider in connection with the Services.
- 7.7. Participants are obliged to act in such a way as to avoid harm to themselves and other persons (especially to the Provider and/or SAP) and to prevent such harm to the maximum extent possible. In particular, when Participants become aware of any fact that suggests even the threat of harm, they are obliged to immediately inform the Provider, providing all relevant facts, possible consequences, etc. The Provider is not obliged to act on the basis of such notification if it would infringe on the rights of other persons or if legal regulations prevent it. In other cases, the Provider is only obliged to act if legal regulations require it.

8. Other Provisions

- 8.1. The Provider is not liable for delays in fulfilling its obligations if such delays occur due to force majeure. Force majeure shall be considered circumstances that arise after the conclusion of the Agreement independently of the will of the Provider, prevent it from fulfilling its obligation, and were not foreseeable at the time of concluding the Agreement. Force majeure shall include, in particular, disasters related to fire and water, refusal or non-issuance of official permits, epidemics, and restrictions due to quarantines related to, for example, the COVID-19 coronavirus pandemic, etc. The time limit for fulfilling the obligation is automatically extended by the duration of force majeure or obstacles arising from force majeure.
- 8.2. Compensation for damages and/or other harm caused by a breach of the Provider's contractual and/or legal obligations is excluded, except for the obligation to compensate for harm caused to a person in his natural rights, intentionally or through gross negligence.
- 8.3. In accordance with Section 2951 (1) of the Civil Code, it is agreed that if the Participant and/or the Customer causes damage to the Provider, this damage shall be compensated in money unless otherwise stipulated by the Provider.
- 8.4. In accordance with Section 2894 (2) of the Civil Code, the Parties to the Agreement agree that the Participant and/or the Customer shall remedy non-material harm caused to the Provider by them.

9. Final Provisions

- 9.1. These Terms and Conditions are effective as of April 28, 2023.
- 9.2. The Provider is entitled to amend (amend) these Terms and Conditions or replace them with new ones. The Provider will publish changes (new) to the Terms and Conditions on the website www.success-solutions.com.
- 9.3. These Terms and Conditions are effective until revoked by the Provider or replaced by new terms and conditions of the Provider.
- 9.4. Contracts governed by these Terms and Conditions are governed by the laws of the Czech Republic, in particular Act No. 89/2012, the Civil Code, as amended. The competent courts in the Czech Republic have jurisdiction over disputes arising from the Agreement, with the specific jurisdiction deriving from the provisions of legal regulations on substantive and local jurisdiction, in particular Act No. 99/1963 Coll., the Civil Procedure Code, as amended, or any regulation that may replace it in the future.

- 9.5. If individual provisions of these Terms and Conditions are ineffective, this does not affect the effectiveness of the other provisions.