

GENERAL TERMS AND CONDITIONS

Public service company ADONAI for People o.p.s.,
registered office at: Kodická 258/6, 108 00 Prague 10 - Malešice
identification number: 026 59 506
entered in the Commercial Register kept at the Municipal Court in Prague, Section O, Insert
1400

One must enter an e-commerce website in order to access blocks of audiovisual works

1. INTRODUCTORY PROVISIONS

1.1. These General Terms and Conditions (hereinafter referred to as "T&C") issued by ADONAI for People o.p.s, with its registered office at Kodická 258/6, 108 00 Prague 10 - Malešice, identification number: 026 59 506, entered in the Commercial Register kept by the Municipal Court in Prague, Section O, Insert 1400 in accordance with the provision of § Section 1751, Subsection 1 of Act No. 89/2012 Coll., the Civil Code, in force (hereinafter referred to as the "Provider")

1.2. The T&C regulate the rights and obligations of the user and the provider in the provision of services consisting of enabling the playback of VoD blocks of audiovisual works in an online player. These services are provided on the website www.afilmteensfest.com.

1.3. Users of the above-mentioned services are obliged to comply with the contractual arrangements stated in the T&C. In the event of the provisions' breach mentioned in the T&C, the provider is entitled to apply all measures contained in the T&C and / or permitted by the relevant legal regulations. By using the service, the user confirms his agreement with the T&C. In case of disagreement with the T&C, the user is not entitled to use the services.

2. TERMS AND CONDITIONS OF PROVIDER'S SERVICE USE, CONCLUSION OF PURCHASE AGREEMENT

2.1. The Provider offers to view only those audiovisual works which he is authorized to offer and that is based on the consent granted by the authorized entities (hereinafter referred to as the "Title"). Blocks of Titles in the form of VoD will be mediated by the selling provider to the buyer user exclusively in electronic form.

2.2. All titles are intended exclusively for the personal use of natural persons or for educational purposes of various types of schools and groups dealing with the activities for children and youth (hereinafter referred to as the "User"). Commercial or business use of the Titles, any public use of the Titles or the use of the Titles to a greater extent is expressly prohibited. The user is not entitled to distribute, copy, record or use the title in any other way to violate these T&C and the relevant legal regulations.

2.3. Minor User over 15 years of age acknowledges that he / she is not entitled to watch the Title which is not recommended for children and adolescents under 18 years of age. A minor user older than 12 years and younger than 15 years of age acknowledges that he / she is not entitled to watch the Title unsuitable for children under 15 years of age and adults only Title (Title inappropriate for children and adolescents under 18 years of age). A minor user under the age of 12 acknowledges that he / she is not entitled to view the Title unsuitable for children under the age of 12 and 15 and unsuitable for children and adolescents under the age of 18.

2.4. Based on the registration made on the website, the user can access his user interface and from his user interface he can carry out access to individual blocks of Title (hereinafter referred to as the "user account").

2.5. When registering on the website and when ordering Titles, the user is obliged to state all data correctly and truthfully and is obliged to update them whenever it is changed. The data provided by the user on his account and data in the process of ordering title blocks are by the provider automatically considered as correct. Access to the user account is secured by a username and password. The user is obliged to maintain confidentiality regarding the information necessary to access his user account.

2.6. All presentation of titles placed on the website's interface of the provider's portal is of an informative nature and the provider is not obliged to enter into a purchase agreement about the titles' provisions. The provision of § Section 1732 subsection 2 of the Civil Code do not apply here.

2.7. The purchase contract between the provider and the user arises at the moment of filling in and confirming the registration form on the website afilmteensfest.com.

2.8. The user agrees to the means of distance communication when concluding a purchase contract. The costs incurred by the users when using means of distance communication in relation with the conclusion of a purchase contract (costs of internet connection, costs of telephone calls, etc.) shall be covered by the user himself.

2.9. The user acknowledges the user account may not be available ceaselessly, especially regarding the necessary maintenance of hardware and software equipment of the seller, or necessary hardware and software equipment maintenance of third parties. Point of contact in case of technical issues and complaints is available at <https://afilmteensfest.com>.

The seller may delete the user account, especially if the buyer does not use his user account for more than 3 months, or if the buyer violates his/her contractual obligations (including business conditions).

3. PRICES AND PAYMENT TERMS

3.1. Playing blocks of selected Titles is being imposed a charge. The different price for playing 1, 10 or all blocks of Titles is listed on the afilmteensfest.com portal. Furthermore, the price will vary depending on whether the playing of the blocks is ordered by an individual (1 - 4 people), a group (5 - 20 people) or a school (21 or more people).

3.2. Fee prices remain in effect if they are displayed on the website's interface. This provision does not limit the seller's ability to enter the purchase under individually agreed conditions.

3.3. Payment of fees for blocks of films takes place through the provider's payment gateway, there is a choice of payment by credit card or fast bank transfer. Online payments are arranged by the GoPay payment gateway. Payments made through the payment gateway are fully secured and all information is encrypted. The fastest way to make an online payment is by credit card payment. In the GoPay payment gateway interface, enter the card number, validity date and CVC code - three numbers, which can be found in the signature strip on the back of the card. All is secured by the 3D Secure standard; therefore one may probably be asked to enter a numeric code, which will be obtained by SMS from one's bank. Payment by bank transfer is an immediate payment via ebanking. The GoPay payment gateway redirects to the internet banking, where you log in as usual and confirm the generated payment order. After completing the payment, you will be redirected back to the store. Payment is confirmed immediately, we continue to execute the order with no delay. Point of contact of the payment service provider: GoPay, Pražská třída 1247/24, 370 04 České Budějovice, e-mail: podpora@gopay.cz, telephone no +420 387 685 123.

3.4. Fees for film blocks may be paid as a bank transfer too on the provider's account no. 282762926/0300, IBAN: CZ28 0300 0000 0002 8276 2926, SWIFT CODE: CEKOCZPP - held with ČSOB a.s. Bank (hereinafter referred to as the "Provider's Account").

3.5. In the case of non-cash payments, the purchase price is due no later than 72 hours after making the order.

3.6. In relation to the nature of the order (number of film blocks, the amount of the price) the provider is always entitled to ask the user for additional confirmation of the order (by e-mail, telephone).

3.7. By confirming the order of the corresponding service, the user gives the provider the right to charge the user a fee according to the current prices, as listed on the afilmteensfest.com portal.

3.8. In the case of non-cash payment, the user is obliged to pay the purchase price of the item together with stating the variable symbol which is the order number. In the case of non-cash payment, the user's obligation to pay the purchase price is fulfilled once the relevant amount is credited to the seller's account.

3.9. If this is customary in business relations or if it is stipulated so by applicable legislation, the provider shall issue a tax document (invoice) to the user regarding payments made on the basis of the contractual relationship. The provider is not a payer of value added tax. The tax document - invoice will be issued by the provider to the user after payment of the item price is made and within a maximum of 25 working days it will be sent in an electronic form to the user's e-mail.

IV. PERSONAL DATA PROTECTION

4.1. The protection of user data is regulated by Regulation of the European Parliament and the Council of the EU No. 2016/679, the General Data Protection Regulation (GDPR) and Act No. 101/2000 Coll., The Personal Data Protection Act, in force.

4.2. Detailed information on personal data protection can be found in the document "Privacy Policy" on the afilmteensfest.com portal.

V. CONTRACT WITHDRAWAL

5.1. The rights and obligations of the provider and the user regarding the rights arising from defective performance are further governed by relevant applicable legislation (especially 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. on consumer protection.

5.2. The user may send complaints of matters concerning the provision of services stated in the T&C electronically on the e-mail address: info@afilmteensfest.com. Complaints are assessed by the seller within 30 working days of receipt, however this period may be extended if the complaint recognition requires a longer time. The user will be informed by the provider about the extension or rejection of the complaint.

5.3. Unless the user raises another claim when filing a complaint, the provider undertakes to resolve the recognized defect by providing new, harmless digital content in accordance with the user's order. If this is not possible or if the user requests it while filling a complaint, the provider will return the price amount already paid for the provision of the Title Blocks in the event of a justified complaint.

5.4. In accordance with the provisions of § 1829 subsection. 1 of the Civil Code, the user has the right to contract withdrawal, within a maximum of 14 days from the receipt of the paid blocks of Titles. This withdrawal must be sent by the user to the provider's e-mail address: info@afilmteensfest.com. In the event of contract withdrawal, the relationship is being canceled and the provider returns the funds to the user paid by him and that happens within 14 days from the day of the contract withdrawal, in the same manner in which the provider received it from the user.

5.5. The provider is entitled to contract withdrawal until the user takes over the blocks of Titles. In such a case, the provider returns to the user the financial amount paid by him without an undue delay on the account designated by the user.

VI. FINAL PROVISIONS

6.1. The User acknowledges any activities of the User undertaken in violation of these T&C which could lead to endangering the services provided by provider, or any activities of the user that would endanger copyright or other rights, will be considered by provider's end as a violation of T&C and the provider is entitled to restrict the user in such activity. Such a restriction consists mainly of the prevention of access to the film blocks of the provider's titles according to these T&C, while the provider is entitled to take measures to limit such activity immediately.

6.2. Should any provision become invalid, the other provisions remain valid.

6.3. These conditions in Czech and English are governed by the applicable legislation of the Czech Republic.

6.4. Seller's contact details - delivery address: Kodická 6/258, 108 00 Praha 10 - Malešice, e-mail address: info@afilmteensfest.com, phone no.: +420 603822181.

6.5. These general conditions take effect on October 31, 2021.