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## 1. Definition of Terms

**For the purposes of these Terms & Conditions, the following terms have the following meanings:**

- i. **Terms of Use**  
these Terms of Use;
- ii. **Operator**  
the company Furmint Media s.r.o., identification no. 17437717, with its registered office at Vojtěšská 211/6, 110 00 Prague 1, Czechia, incorporated under the laws of Czechia and registered in the Commercial Register of the Municipal Court in Prague, section C, insert 371718; phone no. +420 736 231 522, e-mail address: info@furmint.io;
- iii. **Platform**  
the webpage and the application available at furmint.io through which the Operator provides Masterclass(es) focused on digital marketing and related business endeavours;
- iv. **Masterclass(es)**

- a set of e-learning courses available through Platform either individually or bundled up. Each Masterclass contains online learning materials (presentations, videos, texts, test materials, etc.) to the extent specified on each individual Masterclass subpage of the Platform;
- v. **Service(s)**  
provision of access to the Platform, Masterclass(es), Account(s) as well as provision of any other related online services, website, and software provided on or in connection with the Platform, including any new features and services added in the future;
  - vi. **Users**  
all visitors, users, Customers and others who access the Platform whether physical or legal persons;
  - vii. **Customer**  
a User of the Platform who successfully created an Order through the Platform and fully paid the agreed remuneration for the Service(s) by which the Agreement was concluded;
  - viii. **Order**  
a binding order to enter into the Agreement as defined below. An Order is successfully created at the moment the User files the order form present on the Platform binding the User to pay the remuneration for the specific Service(s);
  - ix. **Account**  
Customer's Account used to access personal part of the Platform, especially the ordered Masterclass(es), private information, etc.;
  - x. **Price**  
is the price for the individual Masterclass and/or a set of Masterclasses as well as other Services provided jointly with the Masterclass(es) to which the Operator is entitled pursuant to the Agreement;
  - xi. **Agreement**  
the agreement concluded between the Operator and the Customer based on which an Account is created and the Services provided. These Terms, the contents of the Platform defining the Price and scope of the Masterclass(es) as well as Privacy Policy form an integral part of the Agreement;
  - xii. **Pre-sale**  
is a preliminary sale of the specific Masterclass which, based on the sole decision of the Operator, may (or may not) take place prior to any new Masterclass being released through the Platform. For the avoidance of doubt, **the first Masterclass** released through the Platform **is offered via Pre-sale from February 10, 2023 to April 7th, 2023.**

## 2. Preamble

### 2.1. Nature of the Agreement

The following Terms define the mutual rights and obligations between you, the User, and us, the Operator.

By accessing or using the Platform and/or Services, the User agrees to be bound by these Terms and acknowledges that the Operator might collect and use the information as set forth in the Privacy Policy of all Users accessing or using the Platform, irrespective of the prior creation of the Account.

Provided that the User becomes the Customer as defined above, further rights and obligations pursuant to the Agreement shall apply.

### **3. Services**

#### **3.1. Subject of the Agreement**

The Operator, as a provider of Services, undertakes to provide Users and Customers with access to the Service.

A precise scope of the Services is specified in the individual Order created by the User; or agreed between the Operator and the Customer via email, by other electronic means of distance communication and/or in writing and in the price offered to the User (the “**Individual Agreement**”).

The Customer, on the other hand, is obliged to pay the agreed Price for the Services.

The Agreement is executed exclusively in the English language.

#### **3.2. Basis of the Obligations**

These Terms, the Order and the Privacy Policy form the content of the contractual obligations created between the Operator and the Customer.

Should the User never Order any Masterclass the provision of these Terms and Privacy Policy shall still apply to the use of the Platform.

The User shall read the Terms carefully before accessing the Platform and/or Services.

#### **3.3. Entirety of the Agreement**

The Contract constitutes the entire agreement between the Company and the User in relation to the further provision of Services.

By accepting the Terms and the Offer the User acknowledges that the User has not relied on any statement, promise, representation, assurance or warranty made or given by or on behalf of the Company which is not explicitly set out in the Terms, and/or explicitly agreed upon in the e-mail (both offer and acceptance shall be present).

The Agreement shall be stored by the Operator and will be sent to the Customer based on a prior Customer's request.

#### **3.4. Technical Requirements**

To access the Platform and ensure the functionality of the individual Services, the User shall ensure:

- the use of an up-to-date version of an internet browser (Google Chrome 110.0.5481.96 and above, Firefox 110.0 and above, Edge 110.0.1587.46 and above, Opera 95.0.4635.25 and above, Safari 16.3 and above)
- a stable internet connection with sufficient network performance to facilitate an audio-visual stream;
- to allow the user interface of the aforementioned browser and provide necessary pop-up (browser) consents to facilitate an audio-visual stream.

## **4. Order & Registration Process**

### **4.1. Creation of the Order**

To create an Order, the User shall use the Platform website and the relevant Masterclass form to fill-in all the requested information which will then redirect the User to the payment gateway.

The Order is effective and binding from the moment the Order is complete and sent:

- - the Order is finalised by the User;
- - and the Order form is sent to the Operator via the user interface of the Platform upon the acceptance of relevant legal documents and the payment obligation (via tickbox and Order button).

The User shall not be entitled to access the Account nor Masterclass(es) based solely upon the created Order.

If any of the information provided by the User during the creation of the Order are not accurate, the User shall inform the Operator without undue delay via the Operator's e-mail.

### **4.2. Acceptance of the Order**

Upon the successful payment in full is processed by the payment gateway (either via bank transfer and/or via card payment) the Operator will send the processed Customer a confirmation of the Order as well as the Agreement documentation (Terms etc.) to the Customer's email address (as provided in the Order).

The Agreement is concluded at the moment the confirmation pursuant to the previous paragraph is successfully delivered to the Customer's email address.

### **4.3. Creation of the Account**

To use the Platform to its full potential and to access the paid Services (including the Masterclass(es), the Account registration by the User is obligatory.

The Accounts are, however, not independent and are created at the moment a first Order of the Masterclass(es) is created through the

Platform (via the Creation of the Order as defined in section 4.1 above). **The limitations during the Pre-sale as defined below in section 4.4 apply.**

The Operator shall not be obliged to provide the User any Services (otherwise provided via the Account) in any other form. The User acknowledges that the Masterclass(es) shall be accessible exclusively through the Account.

#### **4.4. Pre-sale**

During the Pre-sale the following limitations of the Services apply:

- - the Masterclass(es) offered by the Operator via Pre-sale shall not be made accessible to the Customer by the Operator earlier than the following day after the end of the Pre-sale period defined on the Platform;
- - Other Services are limited to the provision of access rights to the Account (provided that such Account was created during the aforementioned process) and the Platform and to the processing of the Customer's payment of the Price and personal data within the extent defined under the Agreement.

**During the first Pre-sale** of first Masterclass through the Platform, ie. from February 10, 2023 to April 7, the Services provided during the Pre-sale period are solely limited to the Customer's support provided any written requests are sent to the Operator via the following email address info@furmint.io as well as to the processing of the Customer's payment of the Price and personal data within the extent defined under the Agreement. The Operator shall provide the Customer the access to both the Account as well as to the Masterclass within the Account the following day after the end of the first Pre-sale period at the earliest. For the avoidance of doubt, in such an event, the Account will be created and made available to the Customer the following day after the end of the first Pre-sale period at the earliest.

## **5. Account**

### **5.1. Access to the Account**

The Account is made available by the Operator after the Price as defined pursuant to Article 7 of these Terms has been fully credited to the Operator.

The Account is made available exclusively to the Customer by sending unique access data to his/her email address by the Operator.

Upon the creation of the Account as defined in sections 4.3 and 4.4 above the combination of email and password is used to access and use the Account and the Services which is the sole purpose of the Account.

## **5.2. Duration of the Account**

The duration of the Account directly correlates to duration of the provision of Services under the Agreement and the duration of the licence to the Masterclass(es).

## **5.3. Obligation of the User to Provide Data**

The User hereby agrees to provide the Company only information that is true, accurate, complete, and current at all times when registering the Account as well as during the entire duration of the Agreement.

Failure to do so may result in a termination of the Agreement (which results in the termination of the Account and withdrawal of access rights to the Platform and Masterclasses) without any prior notice.

The User hereby assumes full responsibility and liability for the data entered into the Account and/or the Platform.

## **5.4. Termination of the Account**

As was defined above, the Account is directly dependent on the duration of the Agreement.

If the Agreement is terminated, so is the Account at the same time.

## **5.5. Other basic Obligations of the User while using Account**

The User:

- agrees to be fully responsible for all activities that occur under its User account;
- undertakes to secure the Account with a sufficiently strong password
- undertakes to secure any access to the Account in such a way that unauthorised use by third parties cannot occur by any unauthorised person; and
- undertakes to use the Platform solely for the designated purpose and to not abuse any of the rights and obligations under these Terms.

# **6. Masterclass(es)**

## **6.1. Scope of the Masterclass(es)**

Current offer of individual Masterclass(es) including their Price and licensing scheme is published on the Platform.

The Customer acknowledges that the scope of the Masterclass as well as other terms under which the Masterclass is made available to the user is always defined on the relevant subsection of the Platform.

The User acknowledges that individual Masterclass(es) may be ordered on a time-restricted basis and that licence provided to the Customer under this Article 6 might be time-restricted as well.

Furthermore, the Masterclasses are usually offered through several tiers also defining the scope of the Services included in the specific Masterclass.

Any time restrictions and other terms shall be always communicated via the relevant subsection of the Platform as well as confirmed in the relevant Order.

#### **6.2. Access to the Masterclass(es)**

The Customer is entitled to access the ordered Masterclass(es) exclusively through the designated Account and through the user interface of the Platform.

The Masterclass(es) shall not be delivered and/or otherwise provided to the Customer in any other manner or form.

The Operator shall facilitate the access to the Masterclass(es) through the Account for the duration of the provided licence as defined in section 6.3 below.

#### **6.3. Certificate**

If a certificate is included in the specific tier of the relevant Masterclass, the Operator shall make available (upon successful participation in the Masterclass) an online final exam through the Account.

If the Customer successfully completes the criteria for the issuance of the certificate as defined in the relevant Masterclass, the Operator shall deliver an electronic certificate no later than within 30 calendar days from the Customer passing the final exam.

#### **6.4. Q&A sessions with the Lecturer**

If Q&A sessions with the Lecturer are included in the specific tier of the relevant Masterclass, they will consist of 4 live-streamed sessions featuring the Lecturer of the specific Masterclass through the agreed meeting software.

Unless specifically agreed otherwise, the Q&A sessions are included in the Price of the specific tier of Masterclass and no further fees shall be requested by the Operator.

The Service consisting of a Q&A with the lecturer of the Masterclass shall be considered duly and fully provided, if 4 Q&A sessions are conducted within 12 months of the Order of the Masterclass provided that cooperation from the Customer is not unreasonably withheld.

#### **6.5. Licence**

From the moment the payment of the Price is successfully credited to the Operator's bank account, the Operator **grants** to the Customer **a personal, non-transferable, non-exclusive, royalty-free licence to personally use the content of the Masterclass(es)** made available through the account exclusively **by viewing through the user interface of the Account,**



including repeated viewing for as long as the Operator makes them available to the User through the Account and according to the Masterclass' licensing scheme.

'**Personal licence**' within the meaning of the previous paragraph allows **exclusively** up to 1 user to view and access the Masterclass(es).

If the Customer is a legal person making the Order for its personnel, the Masterclass shall be either ordered: (i) once per each personnel to facilitate the number of licences necessary for each person; or (ii) contact the Operator to facilitate an order of the multi-licence for the Masterclass(es). Individual agreement may then apply in addition to the Agreement.

The licensing regime may vary between the Masterclasses offered through the Platform. The licence can be either offered as '**one-off**' in which case the licence is granted for the unlimited period; or on a **time-restricted basis** in which case the licence is granted for the duration of the licence as specified in the relevant subsection of the Platform.

## **6.6. Licensing Restrictions**

The Customer is not authorised to use the Masterclass(es) in any of the means listed in Section 12(4) of the Copyright Act which are not specifically allowed by the Agreement.

The licence defined under section 6.3 above is **non-transferable** and the Customer shall not be entitled to grant a sublicense or assign the licence (even partially).

The Operator reserves the right to deny the Customer access its Account and any of the Masterclasses at any time if the Customer violates any of the obligations set forth in the Agreement.

## **7. Price**

### **7.1. Obligation to Pay the Price**

The Customer shall pay a Price for access to the Masterclass(es) in the amount indicated on the Platform and in the Order during its creation pursuant to section 4.1 et seq. of these Terms.

The Price is payable during the process of creation of the Order pursuant to section 4.1 et seq. of these Terms as its final step and is paid either:

- by credit card through the payment gateway; or
- cashless on the basis of the invoice sent to the Customer in the Order confirmation email, by the transfer to the account of the Operator within the due date specified on the invoice.

No further fees shall be charged from the Operator, however, the User **acknowledges** that the payment gateway and the bank institutions

involved may charge certain fees depending on the currency used and type of payment.

Both the Operator and the Customer shall, however, bear their own expenses related to the distant communication, ie. the internet connection etc.

## **7.2. VAT**

Unless stated otherwise on the Platform, the Prices are always shown exclusive of VAT and shall be subsequently increased by VAT at the statutory rate.

## **7.3. Payment Gateway**

The User acknowledges that the operator of the payment gateway is Stripe Inc., 354 Oyster Point Blvd South San Francisco, CA 94080 United States, and that the operation of the payment gateway as well as processing of the payment is governed by the terms and conditions of such operator.

The payment information (including credit card information) entered through the payment gateway is never processed by the Operator and the Operator shall not be responsible for the functionality of such payment gateway.

# **8. Duration**

## **8.1. Duration of the Agreement**

The Agreement comes into force and effect once the Order was confirmed by the Operator pursuant to section 4.2 of these Terms.

Unless agreed otherwise (ie. with respect to the different licensing regimes as specified in section 6.3 of these Terms), the Services to be provided are of perpetual nature and the Agreement is concluded for an indefinite period of time. If the Services to be provided are of time-restricted nature (ie. 'one-off' licences), the Agreement is concluded for the definite period of time specified in the relevant Order.

Provided that the Masterclass(es) shall be considered digital content and that it is not delivered on a tangible medium, the Customer **explicitly agrees to be given access to the Account and the Masterclass(es) as soon as possible, ideally immediately after the payment of the Price, even if it means getting access to such digital content prior to the expiry of the 14-day termination period guaranteed by law.** The Consumer, however, **acknowledges that the right to terminate the contract with a full refund (as is defined below) expires.**

## **8.2. Termination of the Agreement**

The Agreement may only be terminated, prior to the expiry of time for which it has been concluded, by mutual agreement or by a notice of termination under the below-mentioned terms.

The Customer, who is a **consumer** within the meaning of Section 419 of the Act. No. 89/2012 Coll., the Civil Code, may terminate the Contract prior the Account or Masterclass being made available to the Customer **with a full refund of the Price** exclusively during the period of (up to) 14 calendar days after the Agreement came into effect **with regard to the Masterclass Pre-sale**.

If the Masterclass, or the Account through which such Masterclass was accessible, was already made available to the Customer, **the Customer shall still have a right to terminate the Agreement** at any time and without any reason nor notice period, however, **no refund shall be provided** to the Customer irrespective of the Customer being a consumer or not.

The notice of termination does not need to be filed on a specific form. A notice identifying the Agreement (ie. via the Customer's Account and the Masterclass relevant to the termination) and clarifying the intent to terminate the Agreement is perfectly sufficient and shall be sent and delivered to the following e-mail address: info@furmint.io. You can find a template termination notice form on the following address: <https://www.zakonyprolidi.cz/disk/cs/file/2023/2023c017z0029p001u001.pdf>.

In the event the Customer is entitled to a refund, such refund shall be processed by the Operator within 14 days from the delivery of the termination notice. The Operator shall refund the Price either back to the credit card or bank account used by the Customer to pay the Price.

Last but not least, the Operator is entitled to terminate the Agreement, even without previous notice and without any notice period, as a result of the violation of the Agreement by the User and/or any violation of the law and regulations (irrespective of jurisdiction) by the User while using the Platform or other Services. In case of such termination, the Customer shall never have any right to refunds nor any other financial compensation or remedy.

### **8.3. Consequences of Termination**

The Customer acknowledges, that by the termination of the Agreement and at the same time:

- the Account is terminated;
- the licence under Article 6 is terminated;
- any access rights to the Masterclass(es) and the Platform are also terminated,

without any refund nor grace period unless specifically agreed otherwise in the Agreement.

The Customer **acknowledges** that by terminating the Agreement, no rights to which the Customer was entitled under the Agreement remain active (with the exception of rights guaranteed by Privacy Policy) and that if the Customer chooses to use the Services of the Operator once again in the future, all the previously ordered Masterclasses will need to be ordered and paid-for again.

## 9. Platform & Copyright Notice

### 9.1. Platform Functionality

The Platform is a SaaS solution accessed through the Account and its user interface. The Services are provided exclusively via the website and no licence to the Platform is provided to the Customer.

The sole purpose of the Platform is to acquire new Users, inform the Users of the Services and enable Customers to access the Account and Masterclass(es) after the Order.

### 9.2. Platform Limitations

The Operator herein cannot (in any way, manner, or form) affect whether or not the Customer becomes successful in the specific endeavours based solely on their participation in the Masterclasses.

The User hereby acknowledges that the Masterclass is merely a tool to speed up the learning curve and the Operator shall bear no liability in relation to the steps and/or actions taken by the User based upon the Masterclasses.

### 9.3. Copyright Notice

All text, graphics, images, photographs, trademarks, logos, audio, video, software, data compilations, page layout, underlying code and other content on the Operator's Platform and respective Masterclasses is owned, controlled, or licenced by or to the Operator, and is protected by copyright, trademark, and various other intellectual property rights and unfair competition laws.

Furthermore any drivers, software, programs (including all upgrades and updates of the Software), browser plug-ins, peripherals and other applications (including the underlying code) computer based services or utilities, as well as any software made available to Users in connection with, or to facilitate access to, any subscription, service, documents or software associated with the Platform and the Masterclasses as well as all files, images and other audio-visual content, incorporated in or generated by the Platform, programs and other materials available for download, or as a remote application or service, from the Platform content (the "**Content**") are fully owned, controlled, or licenced by or to the Operator, and are protected by copyright, trademark, and various other intellectual property rights and unfair competition laws.

No title to the aforementioned Content (whether downloaded or not) is transferred to Users and is owned (as to all intellectual property rights therein) by the Operator.

The aforementioned content and/or any of its parts may not be used in any way, manner, or form that by its scope exceeds the sole right of the User to access the Platform via the user interface and the licence provided under section 6 of these Terms.

Particularly (but not exclusively), **it is strictly prohibited to:**

- publish, copy, rent, lease, or lend the underlying software of the Platform, the Masterclasses and/or any other Content;
- transfer underlying software of the Platform, the Masterclasses and/or any other Content;
- circumvent or bypass any technological protection measures in or relating to the underlying software of the Platform, the Masterclasses and/or any other Content (ie. any DRM protection);
- reverse engineer, decompile, or disassemble the underlying software of the Platform, the Masterclasses and/or any other Content, or attempt to do so;
- interfere with, disrupt, or create an undue burden on the Platform;
- use the Platform in any way that could interfere with anyone else's use of the Platform, or to try to gain access to or use any Services, data, account, or networks provided within the Platform, in an unauthorised manner;
- use the underlying software of the Platform, the Masterclasses and/or any other Content in a manner inconsistent with any applicable laws, regulations and/or the Agreement.

## 10. Final provisions

### 10.1. Limitation of Liability

The Operator does not guarantee that the Website or any content, service, or feature of the Platform will be completely error-free or uninterrupted, or that the use of the Platform will be available at all times.

Even though the Operator aims to resolve any issues, bugs, downtimes, and any other barriers to use the Platform as soon as possible, the User hereby acknowledges that the Platform is delivered on an "as-is", "as-available" basis.

The information provided on the Platform might be subject to change without further notice.

Any deficiencies in the Platform that do not affect the functionality of the Platform are considered a defect that does not affect its use and shall not entitle the User to any refund and/or financial remedy.

Furthermore, the Operator shall not be held responsible or liable, directly, or indirectly, for any damages or loss caused or alleged to be caused by or in connection with the Services if it was caused by the User, third parties or obstacles created independently of the Operator's will.

#### **10.2. Proportionality**

The User acknowledges and agrees that the provisions, disclosures, and disclaimers set forth in the Terms are fair and reasonable and that the Agreement is not the result of fraud, duress, or undue influence and that the provisions, disclosures, and disclaimers set forth in the Terms are not grossly disproportionate to the services provided by the Operator.

#### **10.3. Failure to Exercise or Enforce Rights**

The failure of the Operator to exercise or enforce any right or provision of these Terms or the Agreement shall not constitute a waiver of such right or provision.

#### **10.4. Invalidity of Provisions**

If any provision of the Terms and/or the Agreement is found by a court of competent jurisdiction to be invalid, both the Operator and the User nevertheless agree that the court should endeavour to give effect to the parties' intentions as reflected in the invalid provision, and the other provisions of the Terms shall remain in full force and effect.

#### **10.5. Applicable Law and Jurisdiction**

These Terms are subject to the laws of the Czech Republic. Czech courts have jurisdiction to decide on the potential disputes relating to these Terms. The parties agree that the court having territorial jurisdiction is the general court of the Operator – the District Court of Prague 1.

If the User is also consumer, any disputes between the User - consumer and the Operator can be also settled through alternative dispute resolution provided by the Česká obchodní inspekce (<https://www.coi.cz/informace-o-adr/>).

#### **10.6. Modification of these Terms**

The Operator reserves the right to unilaterally modify or change these Terms at any time, in particular due to changes in legislation, technological changes affecting the functionality of the Platform, extensions or changes to the Platform or Services.

The Customer shall be informed of any such changes in advance in the form of their publication on the Platform as well as in text form sent to the email address of the Customer specified during registration. Such notice shall be delivered to the Customer at least 15 calendar days prior to the effective date of the new version of the Terms.

The Operator reserves the right to unilaterally modify or change these Terms at any time, in particular due to changes in legislation, technological changes affecting the functionality of the Platform, extensions or changes to the Platform or Services, whereby you will be informed of such changes in advance in the form of their clear publication on the Platform, or in the form of sending them in text form to the email address of the Visitor or Client specified during registration, at least 15 calendar days before the effective date of the new version of the Terms.

The Customer shall have the right to refuse the changes to the Terms by sending a written notice of termination of the Agreement in the form of an e-mail sent to the Operator's e-mail address.

If the Customer fails to terminate the Agreement within the above-mentioned period, the Agreement shall be governed by the new version of the Terms as notified provided that the Customer was duly notified.

#### **10.7. Effect of these Terms**

These Terms of Use come into effect by their publication on the website [furmint.io](http://furmint.io).