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 the "Terms and Conditions" or "T&C") form part of the content of the agreement (hereinafter the "Agreement") entered into in the ordinary course of business on the basis of an order pursuant to Article 2 of these T&C (hereinafter the "Order"), under which Success Solutions s.r.o., with its registered office at Tyršovo nám. 2221, 252 63 Roztoky, Company ID No. 04836839, registered under file number C 254454 with the Municipal Court in Prague (hereinafter the "Provider"), acts as the provider of the Service, and which expressly refers to these T&C.

1.2. **For the purposes of these Terms and Conditions, the "Service" means the service specified in the relevant Agreement concluded on the basis of an Order and provided by the Provider to the Ordering Party or the Participants.**

1.3. **For the purposes of these Terms and Conditions, the "Ordering Party" means the Ordering Party's business partner (Business Partner) that has entered into an Agreement with the Provider on the basis of an Order.**

1.4. Any provisions of the Agreement that deviate from these T&C shall take precedence over the wording of these T&C.

1.5. In the event of any doubt as to their meaning, all provisions of the Agreement shall be interpreted in accordance with the principles and rules set out in these T&C.

1.6. These T&C are available in hard copy at the Provider's registered office and electronically on the website www.success-solutions.com. For these Terms and Conditions to be binding on the Ordering Party in a particular contractual relationship, it is sufficient for them to be made available on the website and for the relevant Agreement or Order to refer to them.www.success-solutions.com

2. Orders

2.1. Orders are accepted through registration on the website www.success-solutions.com or by email sent to training@success-solutions.com. Orders become binding on the Ordering Party upon delivery to the Provider.www.success-solutions.com, training@success-solutions.com

2.2. An Order must always contain the following mandatory information: the Ordering Party's name, registered office and VAT ID number, and the first and last name of the individual receiving the Service (hereinafter the "Participant").

2.3. Registered Participants are enrolled in the order in which Orders are received. The Provider reserves the right to reject an Order if the capacity available for providing the Service has been exceeded; in such a case, the interested party will be offered an alternative date. By submitting an Order, the Ordering Party confirms that it has read these Terms and Conditions and unconditionally agrees to them.

2.4. Upon accepting the Order, the Provider shall send the Ordering Party an order confirmation and a pro forma invoice. The Agreement between the Ordering Party and the Provider shall be concluded only when the Ordering Party pays the pro forma invoice.

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. Unless expressly stated otherwise in a particular case, prices are quoted in CZK excluding VAT. VAT shall always be charged at the statutory rate. If the VAT rate changes, the Provider shall be entitled to charge the VAT rate applicable on the date of the taxable supply.

3.2. If the Service includes the loan of computer equipment, study materials, a certificate of course completion or refreshments, these items form an integral part of the price of the Service.

4. Payment Terms and Tax Documents

4.1. The Service may be used only if the pro forma invoice has been paid and the relevant amount has been credited to the Provider's account no later than the due date stated on the pro forma invoice or the day preceding the date on which the Service is to be provided, whichever occurs first. If the Ordering Party fails to meet the payment deadline, the Provider shall be entitled to give priority, within the available capacity for the Service, to another ordering party. In such a case, the Provider shall refund the price paid to the Ordering Party within 30 days.

4.2. Once the payment has been credited to the Provider's account, a tax document shall be issued and sent. No further tax document shall be issued.

4.3. Failure to pay the pro forma invoice shall not be deemed cancellation of the Order for the Service.

4.4. When making a bank transfer, the Ordering Party must state the pro forma invoice number as the payment reference.

4.5. Payments may be made only by cashless means. The Provider does not accept cash payments, and the Ordering Party may not discharge its debt by paying in cash.

5. Cancellation Terms and Changes to Dates

5.1. The Provider shall be entitled to reschedule the date on which the Service is to be provided for reasons beyond its control (in particular, power supply interruptions, the Instructor's sudden illness, or failure to reach the minimum capacity 5 working days before the scheduled date of the Service, etc.). If the alternative date is not suitable for the Ordering Party or the Participant, the Provider shall refund the price paid for the Service to the account from which it was paid within 30 days of the Ordering Party notifying the Provider that it does not agree to the change of date.

5.2. If the Participant is unable to use the Service for a reason attributable to the Ordering Party or the Participant, the fee paid shall not be refunded. In such a case, the Ordering Party shall be entitled to designate another person as a replacement Participant to use the Service. The Ordering Party must inform the Provider of any change to the person using the Service without undue delay.

6. Basic Rights and Obligations

6.1. The Participant must not use the Services:

(a) in any manner that would conflict with the rights and legitimate interests of the Provider or any other third party;
(b) in breach of applicable laws and regulations;
(c) in connection with or for the purpose of any conduct that is in breach of applicable laws and regulations;
(d) in connection with or for the purpose of any conduct that could be considered immoral or harmful to the moral development and upbringing of children;

6.2. The Ordering Party shall inform the Participant of these Terms and Conditions and ensure that the Participant complies with them.

6.3. The Ordering Party assumes full responsibility for any damage or harm caused by the Participant to the Provider or any third party.

6.4. The Provider shall provide the Services through its employees or other persons authorised by it (hereinafter the "Instructor").

7. Copyright Protection

7.1. Participants are expressly prohibited from making any audio or video recordings of the Service or otherwise capturing or documenting the course of the Service in any way. In the event of a breach of this prohibition, the Provider (or a person authorised by it, e.g. the Instructor) may immediately terminate the provision of the Service or exclude the Participant from the Service, in each case without any compensation, in particular without any right to a refund of the price of the Service.

7.2. All materials, aids, technical equipment, software and any other tangible or intangible items (hereinafter the "Materials and Aids") temporarily or permanently provided or made available to the Participant by the Provider (or a person authorised by it, e.g. the Instructor) in direct or indirect connection with the use of the Service may be used by the Participant solely in the manner arising from the use of the Service. Any Materials and Aids provided to the Participant temporarily for the duration of the provision of the Service must be returned by the Participant to the Provider (or a person authorised by it, e.g. the Instructor) immediately after the Service has ended. The Ordering Party and the Participant shall be jointly and severally obliged to ensure that the Materials and Aids do not come into the possession or control of any other third party.

7.3. The Participant and the Ordering Party expressly undertake to use the Materials and Aids in accordance with the conditions established by SAP, in particular as set out in the terms and documentation published on SAP's website at www.sap.com (hereinafter the "SAP Rules"). By entering into the Agreement, the Participant and the Ordering Party confirm that they have familiarised themselves with the SAP Rules before entering into the Agreement and undertake to comply with them unconditionally.www.sap.com

7.4. The Ordering Party and the Participants acknowledge that a breach of their obligations arising from the Agreement and these Terms and Conditions, in particular their obligations under this Article of the T&C and/or the SAP Rules, may cause the Provider or another third party damage or other harm amounting to tens of millions of CZK, for which the Participant and/or the Ordering Party may be liable up to the full amount of the damage or harm caused.

7.5. The Ordering Party and the User are expressly prohibited from using any text, images or logos from the Provider's website or study materials without the Provider's prior consent.

7.6. Unless expressly provided otherwise in these Terms and Conditions, neither the Participants nor the Ordering Party acquire, in connection with the Services, any rights to exercise intellectual property rights held by the Provider.

7.7. In connection with their use of the Services, Participants must act in such a way as to prevent harm to themselves and others (in particular the Provider and/or SAP) and must take all reasonable steps to prevent such harm. In particular, as soon as Participants become aware of any fact indicating even a risk of harm, they must immediately notify the Provider, stating all material facts, possible consequences, etc. The Provider shall not be obliged to act on such notification if doing so would interfere with the rights of other persons or if it is prevented from

doing so by law. In all other cases, the Provider shall be obliged to act only where required by law.

8. Miscellaneous

8.1. The Provider shall not be liable for any delay in performing its obligations if such delay is caused by force majeure. Force majeure means circumstances arising after the conclusion of the Agreement, independently of the Provider's will, which prevent the Provider from fulfilling its obligation and which could not have been foreseen at the time the Agreement was concluded. Force majeure includes, in particular, disasters involving fire or water, refusal or failure to issue official permits, epidemics and restrictions resulting from quarantine measures, including those relating to the coronavirus pandemic (COVID-19), etc. The time limit for performance of the obligation shall automatically be extended by the period during which the force majeure event or obstacle caused by force majeure continues.

8.2. Liability for damages and/or other harm arising from a breach of the Provider's contractual and/or statutory obligations is excluded, except for the obligation to compensate for harm caused to a person's natural rights, or harm caused intentionally or through gross negligence.

8.3. Pursuant to Section 2951(1) of Act No. 89/2012 Coll., the Civil Code, it is agreed that if the Participant and/or the Ordering Party causes damage to the Provider, such damage shall be compensated in monetary form unless the Provider determines otherwise.

8.4. Furthermore, pursuant to Section 2894(2) of the Civil Code, the Contracting Parties agree that the Participant and/or the Ordering Party shall be obliged to compensate the Provider for any non-pecuniary harm caused to it.

9. Final Provisions

9.1. These T&C are effective as of 28 April 2023.

9.2. The Provider is entitled to amend these T&C or replace them with new terms and conditions. The Provider shall publish any amendments or new terms and conditions on www.success-solutions.com.www.success-solutions.com

9.3. These T&C shall remain effective until revoked by the Provider or replaced by the Provider's new terms and conditions.

9.4. Agreements governed by these T&C shall be subject to the laws of the Czech Republic, in particular Act No. 89/2012 Coll., the Civil Code, as amended. Any disputes arising from the Agreement shall be heard by the courts having subject-matter and territorial jurisdiction in the Czech Republic. The specific jurisdiction shall be determined in accordance with the applicable legal provisions governing subject-matter and territorial jurisdiction, in particular Act No. 99/1963 Coll., the Code of Civil Procedure, as amended, or any legislation that may replace it in the future.

9.5. If any individual provision of these T&C is ineffective, this shall not affect the effectiveness of the remaining provisions.