

Terms of Service & Privacy Policy

Commercial products

1. Terms

By accessing the website at martaseflova.com and conducting purchase on it, you are agreeing to be bound by these terms of service, all applicable laws and regulations, and agree that you are responsible for compliance with any applicable local laws. If you do not agree with any of these terms, you can not purchase goods from Marta Seflova nor do any business with her unless otherwise agreed in a written form. The materials contained in this website are protected by applicable copyright and trademark law.

These Terms of Service cover the business and all transactions between you (as a Customer) and MgA. Marta Seflova, Identification Number 04270347, registered seat at Buzulucká 548/4, 160 00, Prague 6 – Dejvice, Czech Republic, contact e-mail: marta@martaseflova.com, contact phone: +420607745042

2. License or other agreement

1. Conditions outlined here apply in case you conclude a License transfer or other contract with Marta Seflova, and the conditions set in these terms are binding unless agreed otherwise in writing in a contract between you and Marta Seflova.
2. Mutual rights and obligations between you and Marta Seflova are governed by the Contract on License transfer or other agreement that you agree upon, by these terms and conditions, and by Payment and Shipping terms; by making business with Marta Seflova you declare that you have read all these documents and consent with them.

3. Disclaimer

1. The materials on Marta Seflova's website are provided on an 'as is' basis. Marta Seflova makes no warranties, expressed or implied, and hereby disclaims and negates all other warranties including, without limitation, implied warranties or

conditions of merchantability, fitness for a particular purpose, or non-infringement of intellectual property or other violation of rights.

2. Further, Marta Seflova does not warrant or make any representations concerning the accuracy, likely results, or reliability of the use of the materials on its website or otherwise relating to such materials or on any sites linked to this site.

4. Warranty, Limitations

1. Marta Seflova guarantees that Goods provided by her is free of any rights of third parties (especially Copyright obligations), and that it has the properties and characteristics stipulated by you upon ordering the Goods. In case you are a consumer under section 1810 and the following of the Civil Code, an additional warranty period of 2 years is provided to make your warranty claims.

2. Marta Seflova shall not be liable for any faults of the Goods provided by her should these faults be caused by a change of the Goods by you or a third party, by improper use of the Goods or by improper maintenance or storage.

3. Warranty claims shall be made to Marta Seflova without undue delay after discovering the cause of the claim, or after you should have discovered the cause of the claim, using the contact information provided above. Please take note that Marta Seflova shall not be held responsible for any failure of provider of postal or e-mail services to deliver your warranty claims.

4. All warranty claims shall contain a detailed specification of the fault (reason of the claim), as well as a specification of your claim, your name and contact information, identification of the contract (e.g. by date and sum paid), and the faulty Goods or a way of ascertaining the fault. You might request a removal of the fault, a proportionate discount, delivery of Goods that is free of faults, or withdraw from the contract if the contract was severely broken by the fault. Once you make the claim, you can not change it without the consent of Marta Seflova. Marta Seflova shall inform you using the contact information provided by you within 30 days from receipt of the warranty claim, unless otherwise agreed by you.

5. Unless otherwise specified in these Terms or in the Contract between you and Marta Seflova, Marta Seflova or its suppliers shall in no event be liable for any damages (including, without limitation, damages for loss of data or profit, or due to business interruption) arising out of the use or inability to use the materials on Marta Seflova's website, even if Marta Seflova or a Marta Seflova authorized representative has been notified orally or in writing of the possibility of such

damage. If the relevant jurisdiction does not allow limitations on implied warranties, or limitations of liability for consequential or incidental damages, these limitations shall not apply to you.

5. Accuracy of materials

The materials appearing on Marta Seflova's website could include technical, typographical, or photographic errors. Marta Seflova does not warrant that any of the materials on its website are accurate, complete or current, guarantee of accuracy is only provided for Goods delivered on the basis of a paid Contract between you and Marta Seflova. Marta Seflova may make changes to the materials contained on its website at any time without notice. However Marta Seflova does not make any commitment to update the materials.

6. Links

Marta Seflova has not reviewed all of the sites linked to its website and is not responsible for the contents of any such linked site. The inclusion of any link does not imply endorsement by Marta Seflova of the site. Use of any such linked website is at the user's own risk.

7. Modifications

Marta Seflova may revise these terms of service for its website at any time without notice. By contracting with Marta Seflova you are agreeing to be bound by the then current version of these terms of service.

8. Withdrawal from the contract

In case you are entering into contract with Marta Seflova **as a consumer** (i.e. not for business-related purposes), you are entitled to withdraw from the contract without giving a reason in the period of 14 days after receipt of the goods or services by you or a third person designed by you. In case you wish to use this right, you shall inform Marta Seflova about the withdrawal using the contact information given above by a unilateral act. You might use the form provided below as a Withdrawal form. It is sufficient to send the withdrawal in the period given above. Even as a consumer, **you do not have a right to withdraw according to this section** (apart from other cases stipulated by section 1837 of the Civil Code, which are not applicable for the goods provided by Marta Seflova) in case of:

- a) the supply of digital content which is not supplied on a tangible medium if the performance has begun with the consumer's prior express consent and his acknowledgment that he thereby loses his right of withdrawal,

- b) the supply of sealed audio or sealed video recordings or sealed computer software which were unsealed after delivery;
- c) the supply of goods made to the consumer's specifications or clearly personalised;
- d) the supply of sealed goods which are not suitable for return due to health protection or hygiene reasons and were unsealed after delivery,
- e) the supply of goods which are, after delivery, according to their nature, inseparably mixed with other items

Shall you use your right to withdraw from the contract (in case you have such a right), Marta Seflova shall return all considerations received from you, including any cost of shipping, within 14 days from receipt of your withdrawal. The consideration shall be returned to you using the same means as you used unless you specify otherwise. The consideration shall not be returned before you return the goods Marta Seflova supplied to you or unless you prove you shipped that goods back to her. You shall return the goods to the hands of Marta Seflova at the address given above, no later than 14 days from sending your act of withdrawal. It is sufficient to send the goods in the period given above. You shall bear the costs of shipping the goods. You shall be liable for any decrease in value of the goods caused by using the goods in any other way than in a way necessary to acquaint yourself with the nature and functionality of the goods.

Governing Law

These terms and conditions are governed by and construed in accordance with the laws of the Czech republic and you irrevocably submit to the exclusive jurisdiction of the courts in that State or location. District court for Prague 6 shall be the exclusive jurisdiction, if a regional court is the court of first instance, it shall be City court of Prague.

Privacy Policy

Your privacy is important to us.

It is Marta Seflova's policy to respect your privacy regarding any information we may collect while operating our website. Privacy policy is described in a separate document that can be accessed [here](#).

Withdrawal form

(Please fill this form in only in case you want to withdraw from contract entered into with Marta Seflova

Announcement of withdrawal from a contract

Addressee:

MgA. Marta Seflova, Identification Number 04270347, registered seat at Buzulucká 548/4, 160 00, Prague 6 – Dejvice, Czech Republic, marta@martaseflova.com

I hereby announce that I withdraw from the contract on purchase of these goods:

Date of order / receipt of the goods:

Name and surname of the Consumer(s)

Address of the Consumer(s)

Signature of the Consumer(s) in case this form is sent in a written form

Date