

# General Terms and Conditions

## General Terms and Conditions of Training by Symphera

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### Services Provided by Symphera

A training service provided by Symphera is to be understood as a training course or seminar (hereinafter referred to as a "Course"). A Course may be delivered by instructors presenting instructional materials in a training room or online.

To ensure the highest quality, the number of participants in each Course is limited. If the number of enrolments exceeds the number of places offered, Symphera will select participants in the order in which applications have been received.

Courses are conducted in English or Czech. The language, basic content, duration, location and required knowledge of the Course participants are specified in the particular Course description. The Course content may differ from the basic description depending on the needs and knowledge level of the participants.

Instructional materials are literary works or other copyrighted materials, including documentation, manuals, machine-readable instructions, components, data, audio-visual content (such as images, text, recordings or pictures) and related licensed materials. The instructional materials are owned by or the property of Symphera or its partners and are protected by copyright and licenses. All full or partial copies of the instructional materials are subject to the same terms and conditions as the original.

### Reservation and Ordering

By registering for a Course, the participant agrees to these Symphera General Terms and Conditions of Training without reservation.

Course reservations can be made by filling in the registration form (by e-mail or via our web registration form) or by sending a company order. Registration is not valid until confirmed in writing by Symphera. Should a Course be already fully booked, Symphera will propose participation on an alternative date.

### Organizational Information on Courses

Participants will receive an invitation no later than 5 days before the Course start date together with information about the Course venue, time and organization.

The Course will start on the date and at the place indicated on the confirmed registration form. Courses start at 9:00 am and end at 5:00 pm unless indicated otherwise. Training rooms are open 30 minutes before the start of the Course. Breaks are determined by the instructor in agreement with the participants.

### Price and Invoicing

The Course price per person is listed in the Course overview.

Course prices are in CZK. VAT will be added to the Course price according to the applicable regulations.

An invoice will be issued and sent to the participant no later than three business days after the Course.

### Changes in Course Participation

Change of Course date 4 weeks or more before the start of the booked Course - no fee

Change of Course date 4 weeks to 2 weeks before the start of the Course - 20% of the total Course price

Change of Course date 2 weeks or less before the start of the Course - 30% of the total Course price

### Cancelling Participation in a Course

Cancellation more than 1 month before the Course - 10% of the total Course price (administrative fee)

Cancellation 1 month to 3 weeks before the Course - 50% of the total Course price

Cancellation 3 weeks or less before the Course - 100% of the Course price

## Failure to Attend a Course

Absence without prior apology - 100 % of the total Course price.

## Substitute Participation in a Course

The client may substitute a Course participant who has a confirmed registration form with another person provided that the change is communicated a sufficient and recommended period of time in advance.

## Rescheduling or Canceling Course Participation

Symphera reserves the right to postpone the date of or cancel a Course for reasons beyond its control (force majeure, sudden power failure, illness of the instructor, etc.).

Symphera also reserves the right to cancel a Course if an insufficient number of participants sign up for the Course and this situation continues even 7 business days before the Course starts.

If a Course is cancelled, a new date will be agreed with the registered participants. If a new date cannot be agreed, the Course price paid will be refunded.

## Holding a Course on the Client's Premises

If a Course is organized for a single client, i.e. on a custom-order basis, a venue other than the usual training premises and a date other than those listed in the Course catalogue may be agreed. In this case, the client shall provide an appropriate room and technical facilities, if desired, and shall not exceed the given number of persons to be trained.

## Symphera's Liability

Symphera does not accept any liability for the Course participants' actions outside the Course.

## Contract

An accepted registration form or order, or a confirmed e-mail message sent by Symphera, together with these General Terms and Conditions, constitute a complete contract between the Parties for the provision of the said Course. This Contract may only be amended by written amendments signed by both Parties.

## Copyright

All the Course content and Course materials provided by Symphera are intended solely for personal use by the participants appointed by the client. Symphera reserves all rights to such content and materials. No part of the training materials may be reproduced, particularly by the use of data processing systems, copied, distributed or used for internal or external reproduction in any form without Symphera's prior written consent. This provision shall survive the end of the Course. Participants are not allowed to record the Course in any manner whatsoever.

## Changes to General Terms and Conditions

Symphera may propose changes to these Terms and Conditions by way of written notice. Unless the client cancels its registration or purchase order before the amended Terms and Conditions become effective, the amended Terms and Conditions will apply. Otherwise, the amended Terms and Conditions will only be effective upon written agreement by both Parties. Additional or different terms and conditions contained in any purchase order or communication from the client shall not apply.

## General Provisions

Any additions, amendments or changes hereto shall only be valid if made in writing.

These General Terms and Conditions shall be governed by the laws of the Czech Republic regardless of any conflict with the provisions of law. Should any disputes arise out of or in connection with these General Terms and Conditions or any contract governed by them, such disputes shall be finally decided by the courts of jurisdiction with venue in Prague or Brno, Czech Republic.

## Personal Data Protection and Distribution of Commercial Messages

1. The protection of personal data of the client and the participant is carried out by the provider in accordance with the provisions of Act No. 110/2019 Coll., on the protection of personal data and on amendments to certain acts, and also a new regulation for the protection of personal data pursuant to Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016 on the protection of natural persons with regard to the processing of personal data and on the free movement of such data (General Data Protection Regulation), which replaced the former Act No. 101/2000 Coll., on the protection of personal data and on amendments to certain acts (hereinafter referred to as the "Personal Data Protection Act") as of 25 May 2018.
2. Within the scope of service delivery, we will process personal data necessary for the registration of an internationally accredited examination or data necessary for the issuance of a certificate. This includes, in particular, data that identifies the Course alumni (client), such as name and surname, home address, identification number, tax identification number, e-mail address, data provided by the participant at the time of attendance, including their signature, telephone number and information about inquiries requested, orders placed (hereinafter collectively referred to as "Personal Data").
3. The client's contact details will also be used to send information related to certificate validity or accreditation changes. All instructions are subject to our **personal data processing procedure** - see the relevant section below.
4. The client acknowledges that they are obliged to state their personal data correctly and truthfully and that they are obliged to inform the provider of any change in their personal data during service delivery without undue delay. The provider shall not be liable for any misstatements of the client's personal data on the certificates based on the personal data provided by the client.
5. The provider may entrust a third party as a processor with the processing of the client's personal data.
6. The provider shall store personal data in an electronic form within the provider's information system and in paper form within the documents provided by the client at least for the period for which the provider is obliged to keep accounting documents within the meaning of Act No. 563/1991 Coll., on Accounting.
7. The client confirms that the personal data provided is accurate.

## Consent with Personal Data Disclosure and Processing

I hereby voluntarily give my consent to the disclosure and processing of my personal data in accordance with Act No. 101/2000 Coll., on the protection of personal data and on amendments to certain acts, as amended, in the scope of the data contained in this form, in particular my name, surname, e-mail address and telephone number, by the collector, i.e. Symphera s.r.o., with its registered office at U Potoka 26, Tursko, 252 65, Prague-West, Czech Republic (hereinafter referred to as the "Processor").

I provide my consent for the purposes of electronic communication, i.e. providing information by e-mail or telephone, as well as sending commercial messages by electronic means pursuant to Act No. 480/2004 Coll., on certain information society services, as amended, and for marketing purposes.

Personal data will be processed manually and automatically by the controller.

I hereby acknowledge that, upon my request, the controller is obliged to provide me with information about the processing of my personal data, its purpose, the personal data that is subject to processing, including information about the source thereof, the nature of any automated processing and the recipients of my personal data, i.e. those to whom my personal data have been disclosed.

I further acknowledge that I have the right to request the controller to explain the processing of my personal data in the event that I discover or believe that such processing is not being carried out in a proper manner, and the right to request the controller to rectify this situation, consisting in particular in blocking, rectifying, supplementing or destroying the personal data concerned.

I grant my consent voluntarily and acknowledge that I have the right to withdraw it at any time by sending an e-mail message to [sara.dzvonikova@symphera.com](mailto:sara.dzvonikova@symphera.com) or to [office@symphera.com](mailto:office@symphera.com), or a letter to the contact address of the company.

## Use of Cookies

Protecting your personal data has always been and will always be our top priority. We only process personal data as necessary and for as long as necessary. Please make yourself familiar with the kind of your data that we process, why and how we protect it. Below you will find the principles that we adhere to when handling and protecting your contact details – not only in the context of GDPR (General Data Protection Regulation.)

## Symphera and the Use of Cookies

A cookie is a small text file that a website that you visit stores on your computer or mobile device. We use cookies to make our website work or work more efficiently and to provide us with additional information.

### How Do We Use Cookies?

When you browse our website, we record your IP address, how long you stay on the website and which website you come from. We use cookies, the processing of which falls under the processing of personal data. We use cookies for the following purposes:

- - To ensure that our website works properly,
- - To measure website traffic
- - To generate statistics about visitor traffic and behavior on our website.

We consider the use of cookies to measure website traffic and to customize the way that our website is displayed as a legitimate interest of the data collector, as we believe that this allows us to offer you an even better service. Cookies that are collected for the purpose of measuring website traffic and generating statistics relating to visitor traffic and behavior on the website are, of course, treated in an aggregate and pseudonymized form that only allows the identification of an individual with substantial and professional effort.

Furthermore, our website uses Google Analytics, provided by Google, Inc. ("Google"), to assist in the analysis of its use. For this purpose, Google Analytics uses "cookies" - text files stored on your computer. The information generated by the cookie about your use of our website will be transmitted to Google in the form of a regular internet log (including your IP address) and anonymous information about your behavior and then stored on Google's servers, which may also be located in the USA. Google will ensure the anonymity of the transmitted information by removing the last socket of your IP address before storing it. In accordance with the Google Analytics terms of use, Google will use this information for the purpose of evaluating your use of our website and for the purpose of traffic analysis.

You can be assured that we will not use this statistical analysis tool to track or collect personally identifiable information about visitors (you and your friends) to our site, nor will we allow anyone else to use it.

However, Google may disclose information collected by Google Analytics to third parties if required to do so by law or if those third parties process the information for Google. Google will not associate your IP address with any other data held by Google in accordance with the Google Analytics terms of use. You can refuse the use of cookies by downloading and installing a browser add-on module to deactivate Google Analytics. The add-on module informs the Google Analytics JavaScript (ga.js) that information about your website visit should not be sent to Google Analytics. Cookies are also used to record your consent (or the lack thereof) to the use of cookies on this website, so you will not be asked every time you visit the website.

#### Google Analytics Opt-out Browser Add-on

### How to Check Cookies

You can check or delete cookies at will. You can delete all cookies present on your computer and set most browsers to prevent cookies from being placed on your computer.

Most browsers allow you to:

- View saved cookies and delete them individually.
- Block third-party cookies.
- Block cookies from specific sites.
- Block the saving of all cookies.
- Delete all cookies when you close your browser.

If you delete cookies, keep in mind that any preferences that you have chosen will be lost. If you block cookies completely, many websites (including ours) will not function properly and online streaming will not work at all. Therefore, we do not recommend disabling cookies when using online streaming services. For information on setting your specific browser and blocking cookies, please visit the websites listed below:

- Internet Explorer: [windows.microsoft.com](http://windows.microsoft.com)
- Google Chrome: [support.google.com](http://support.google.com)
- Mozilla Firefox: [support.mozilla.org](http://support.mozilla.org)
- Opera: [help.opera.com](http://help.opera.com)
- Safari: [support.apple.com](http://support.apple.com)