

# Terms and Conditions

## Basic information

These terms and conditions apply to distance contracts concluded using e-commerce website [www.finecreator.com](http://www.finecreator.com) between trader and the consumer and are subject to Consumer Protection Act No. 102/2014 (*Zákon č. 102/2014 Z. z. o ochrane spotrebiteľa pri predaji tovaru alebo poskytovaní služieb na základe zmluvy uzavretej na diaľku*).

The trader is: EMPIRE SYSTEMS, s.r.o., J.Kozáčeka 13 960 01 Zvolen, Slovak Republic. Business ID 36638072, tax registration No. 2022015644, VAT No. SK2022015644. Telephone No. +421 908 920 022 e-mail: [info@finecreator.com](mailto:info@finecreator.com).

The trader is registered in the Business Register of the District Court Banská Bystrica, section Sro, Insert No. 10461/S.

The consumer is any natural person who is acting outside his trade, business, craft or profession. The trade between trader and business purchaser is regulated by the Commercial Code No. 513/1991.

The supervisory authority for consumer protection is Slovak Trade Inspection (Inšpektorát SOI pre Banskobystrický kraj), Dolná 46, 974 00 Banská Bystrica 1., Slovak Republic.

All contracts between trader and consumer (or business purchaser) are subject to Slovak Republic laws.

## Placing and order and contract conclusion

Placing an order is considered as a contract proposal, based on the trader's offer published on the e-commerce website. The contract is concluded by sending the order confirmation from the trader. The object of the contract is delivery of services in form of subscription.

## Prices of services

All the prices on the e-commerce website at [www.finecreator.com/pricing](http://www.finecreator.com/pricing) are the final prices inclusive of taxes. The trader is registered VAT payer.

## Payment for services

The trader accepts payments via Braintree service.

By placing the order, the consumer is obliged to pay for the ordered services.

## Delivery of services

The service is considered as delivered on the day on which the trader provides access to the offered services (via e-mail or website).

## **Guarantee for faulty services**

The trader is responsible for any fault present on service during the prepaid period.

The guarantee period starts from the date of delivery or from the day on which the consumer acquires access to the services.

The trader is obliged to provide the solution to guarantee claim within 30 days. The trader will provide repair or replacement, according to the consumer's wishes, within a reasonable time frame (not later than 30 days) and free of charge. If repair or replacement is impossible, the trader will provide refund or reduction of the purchase price.

The consumer must act within a reasonable period of noticing the defect but there is no specific deadline other than the legal prescription period. The consumer should not continue to use the faulty service.

If the service turns out to be faulty or does not work as advertised, the trader will repair or replace the service free of charge or may give consumer a price reduction or a full refund. Partial or full refund applies when it is not possible to repair or replace the service. The consumer is not entitled to a refund if the problem is minor (e.g. visual problem or typos).

The trader will give consumer a choice between having the service repaired or having it replaced - unless either solution is disproportionate. If neither solution is practicable, the consumer can demand a refund.

The consumer should claim the guarantee at the seat of the trader.

The guarantee claim is considered as solved by delivery of repaired service, by delivery of replaced service, by full refund, by paying a reasonable price reduction, by formal written notice for fulfillment, or by valid rejection.

The trader must prove that the service was not defective for the first year after the delivery of the product by paying for an expert opinion and providing a copy to the consumer. After that, the consumer must prove that it was defective.

When claiming guarantee, the trader will provide a written confirmation. If the guarantee is claimed by e-mail, the trader will send the confirmation as soon as possible or together with confirmation of claim solution at the latest. If the consumer can prove the guarantee claim by other means, the confirmation is not necessary.

## **Withdrawal from a contract without reason**

The consumer has a period of 14 days to withdraw from a distance contract without giving any reason.

Exceptions from the right of withdrawal: service contracts after the service has been fully performed if the performance has begun with the consumer's prior express consent, and with the acknowledgement that he will lose his right of withdrawal once the contract has been fully performed by the trader.

Before the expiry of the withdrawal period, the consumer should inform the trader of his decision to withdraw from the contract. For this purpose, the consumer may use the withdrawal form or make any other unequivocal statement setting out his decision to withdraw from the contract. The withdrawal form is available at [www.finecreator.com/withdrawal.pdf](http://www.finecreator.com/withdrawal.pdf)

The consumer shall have exercised his right of withdrawal within the withdrawal period if the communication concerning the exercise of the right of withdrawal is sent by the consumer before that period has expired.

The trader will reimburse all payments received from the consumer, in any event not later than 14 days from the day on which he is informed of the consumer's decision to withdraw from the contract. The trader will carry out the reimbursement using the same means of payment as the consumer used for the initial transaction, unless the consumer has expressly agreed otherwise and provided that the consumer does not incur any fees as a result of such reimbursement.

If the consumer exercise his right of withdrawal, the trader will cease the access to the services.

### **ADR – Alternative dispute resolution**

If the consumer has a problem with a product or service that he bought (e.g. when a trader refuses to repair a product or to make a refund to which a consumer is entitled), he may ask the trader for a solution. If the trader denies to solve the problem or does not respond within 30 days, the consumer may use the alternative dispute resolution (ADR) and may contact the ADR entity. The list of ADR entities is available at Ministry of Economy of the Slovak Republic website [www.mhrs.sk](http://www.mhrs.sk). The consumer may file a case based on the regulation given by the ADR Act No. 391/2015.

The consumer may also use the online RSO platform available online at [http://ec.europa.eu/consumers/odr/index\\_en.htm](http://ec.europa.eu/consumers/odr/index_en.htm).

Only consumer may use the ADR platform and only if it concerns disputes between consumer and trader regarding the distance contracts. ADR involves only disputes where the value of the dispute exceeds 20 EUR. The ADR entity may ask consumer to pay the fee before processing the dispute (maximum 5 EUR incl. VAT).