

General terms and conditions

These Terms and Conditions apply to:

- the provision of digital content of online products (online courses, e-books, webinars, and others);
- membership in an online club;
- the sale of physical products (goods);
- the provision of consultations and other individual services; and
- the organization of group events (retreats, seminars, circles, etc.),

the offer of which is published on the website interface at

<https://www.healingwithrayna.com/>.

I. DEFINITION OF BASIC TERMS

The following terms, which are used in these Terms and Conditions with an initial capital letter, shall have the meanings set out below:

1. PROVIDER

Barbora Mazlová

Registered in the Trade Register (maintained by the Brno City Municipality)

Company ID (IČO): 11776595

Registered office: Kroměřížská 985/4, 627 00 Brno

Telephone number: +420 731 375 040

E-mail: healingwithrayna@gmail.com

2. USER

Any person who enters into a Contract with the Provider in relation to a Product or a Service.

3. CONSUMER

A User who is a natural person and who, when entering into a Contract with the Provider, acts outside the scope of their business activity or outside the scope of the independent performance of their profession. If the User states their Company ID (IČO) in the order form, it shall be deemed that they do not enter into the Contract as a Consumer.

4. CONTRACT

A contract for the provision of Digital Content, a contract for membership in an online club, a purchase contract, or a contract for the provision of Services concluded between the Provider and the User. The content of the Contract consists of the Provider's obligation to deliver the Product or Service to the User and the User's obligation to pay the agreed Price to the Provider. Unless these Terms and Conditions specify which type of contract is concerned, the relevant provision shall apply to all such types of contracts. The Contract consists of the Order, the Order confirmation, and these Terms and Conditions, and, in the case of Services, any individual communication between the contracting parties (as further specified

below). The Contract is concluded in the English language, archived in electronic form, and is not accessible to the User.

5. PRODUCT

An online course, e-book, webinar, or other Product with Digital Content, an online club, or Goods that are the subject of the Contract. Unless these Terms and Conditions distinguish whether a Product with Digital Content or Goods are concerned, the term Product shall mean any Product.

6. DIGITAL CONTENT

The content of an online Product, i.e., a pre-prepared online course, e-book, worksheets, and other electronic materials, a pre-recorded webinar, and other similar content.

7. GOODS

A tangible movable item (physical Product) that is the subject of the Contract.

8. SERVICE

A consultation or other individual service, a live group event (one-day events, multi-day retreats, seminars, lectures, live courses, etc.), or an online course or webinar that is not pre-prepared but takes place in real time. Unless otherwise stated in these Terms and Conditions (e.g., that a given provision applies only to Products with Digital Content), provisions relating to Products shall apply mutatis mutandis to Services as well.

9. ORDER

A duly completed and submitted electronic order form, which constitutes the User's proposal to conclude a Contract.

10. PRICE

The final price (including all applicable taxes, fees, and costs) for the Product stated in the Order, or, in the case of membership in an online club, the price for one membership period stated in the Order. Payment is made in Czech crowns (CZK) or U.S. dollars (USD).

11. WEBSITE INTERFACE or WEBSITE

The website interface located on the website available at <https://www.healingwithrayna.com/>.

12. CIVIL CODE

Act No. 89/2012 Coll., the Civil Code of the Czech republic, as amended.

II. LIABILITY

The User acknowledges that they use all Products at their own risk and that it depends solely on them how the information is used and what results are achieved. The Provider shall not be liable for any results achieved by the User in connection with the use of a

Product, nor shall the Provider be liable for any potential pecuniary or non-pecuniary damage. The Products do not replace medical care.

III. INFORMATION ON THE WEBSITE

1. For each Product, the Website states its description, what it includes, its price, and, where applicable, when and for how long it will be made available, etc. These Product descriptions are for informational purposes only and do not constitute an offer to conclude a contract; therefore, Section 1732(2) of the Civil Code shall not apply.
2. The Website may also contain reviews from (former) clients of the Provider. All such reviews are verified. The Provider continuously collects feedback from their clients and publishes selected testimonials. Reviews on third-party platforms are not verified by the Provider.

IV. ORDER AND CONCLUSION OF THE CONTRACT

1. The User orders a Product via the Website Interface by submitting a duly completed electronic order form. The Order contains basic information about the Product and its total Price.
2. Before submitting the order form, the User may review and modify the entered details. The Provider relies on the truthfulness, accuracy, and completeness of the information provided in the Order and shall not be liable for incorrect or incomplete information or any related damage. By clicking the relevant button in the order form, the completed order form is submitted, and the User thereby places a binding order for the Product, i.e., submits a proposal to conclude the Contract.
3. The Provider shall confirm acceptance of the Order to the User by sending an e-mail to the electronic address provided in the Order. This confirmation e-mail includes a summary of the Order and these Terms and Conditions. Upon delivery of this confirmation e-mail, the Contract is concluded, and this e-mail simultaneously constitutes confirmation of its conclusion. The Contract may also be concluded under individually agreed terms; any deviating arrangements in the Contract shall take precedence over the provisions of these Terms and Conditions.
4. Any costs incurred by the User in connection with the use of means of distance communication (in particular, costs of internet connection) shall be borne by the User, and such costs shall not differ from the basic rate. By placing an Order, the User agrees to the use of means of distance communication.

V. PAYMENT TERMS

PRODUCT PRICES

1. The current prices of Products, or the method of their determination, are stated on the Website. The Provider may change the prices of Products, with the understanding that the price applicable to the User is always the price valid at the time the Product is ordered. The current Product price stated on the Website may be increased for the User only in the case of payment of the Price in installments (see below). Any discounts on Product prices cannot be combined. [The Website also states information on the costs of delivery of Goods](#). The final Price (including all applicable taxes, fees, and costs) is stated in the order summary.
2. If an obvious error occurs in the stated price on the Website (e.g., a typographical error) or a similar error occurs in the process of concluding the Contract, the Provider shall not be obliged to provide the Product to the User at such an obviously erroneous price and shall have the right to withdraw from the Contract in such a case.

METHODS OF PAYMENT

3. The Price may be paid using the following methods:
 - a) bank transfer to a bank account;
 - b) online payment by credit/debit card;
 - c) [cash on delivery upon receipt of Goods](#);
 - d) [cash upon provision of the Service](#).
4. In the case of the payment method referred to in letter a) (bank transfer to a bank account), the User shall receive the payment details in the e-mail confirming receipt of the Order.
5. Payment via the payment method referred to in letter b) (online payment card) is processed through the Stripe payment gateway and constitutes a secure payment method whereby none of the data entered by the User during the payment is transmitted to the Provider. Any inquiries regarding this payment method may be directed by the User directly to the said company.
6. Other methods of payment may be stated on the Website or expressly agreed between the Provider and the User.

DUE DATE OF THE PRICE

7. In the case of payment by bank transfer to a bank account, the Price (or the first installment of the Price) is due on the date specified in the payment instructions contained in the e-mail confirming receipt of the Order (any subsequent installments of the Price are then due at the specified intervals). The Price (or installment) is deemed paid at the moment the relevant amount is credited to the Provider's bank account.
8. In the case of payment via a payment gateway, the Price (or the first installment of the Price) is due immediately upon conclusion of the Contract. The Prices for

subsequent membership periods in the online club (or further installments of the Price) are then due at the specified intervals. In such a case, the Price (or installment) is deemed paid at the moment the payment is made.

9. In other cases, the Price is due upon receipt of the Goods or provision of the Service.
10. Upon receipt of payment, the Provider shall issue the relevant invoice and send it to the User's e-mail address. The User agrees to the issuance and delivery of the invoice in electronic form.

PAYMENT IN INSTALLMENTS

11. If this option is stated on the Website for a specific Product, the User may choose to pay the Price in installments. In such a case, the current Product price stated on the Website may be increased by an amount not exceeding the direct costs incurred by the Provider in connection with this method of payment. The total final Price will be stated in the order summary prior to its submission. By placing an Order with payment in installments, the User undertakes to pay all installments.
12. In the event of delay in payment of any installment, the Provider shall be entitled to suspend the User's access to the Product until the relevant installment is paid. This does not affect the User's obligation to pay all installments. In such a case, the Provider shall also be entitled, by notice sent to the User's electronic address stated in the Order, to declare the entire unpaid portion of the Price immediately due and, as of the date stated in such notice, to demand payment of all remaining installments at once. In such a case, the Provider shall also be entitled to withdraw from the Contract by notice sent to the User's electronic address stated in the Order. Withdrawal from the Contract does not give rise to an obligation on the part of the Provider to refund installments paid by the User prior to the withdrawal.

AUTOMATIC RECURRING PAYMENTS

13. Automatic recurring card payments may be used for payment of the Price in installments and for payment of the Price for membership in the online club. In such a case, the relevant installment or the Price for one membership period in the online club, in the clearly stated amount and at the specified interval (commencing on the date of the Order), will be automatically charged to the payment card whose details the User provided during payment. The User will be notified in advance by e-mail of the upcoming charge, and after each payment the User will receive the relevant invoice by e-mail. The User gives their consent to automatic charging of amounts when ordering the Product.
14. In the case of payment of the Price in installments where the Price for the Product is set as a fixed amount and the installments merely serve to pay it gradually, such automatic charging to the payment card shall continue until the entire Price (i.e., all installments) is paid in full, and the recurring payments cannot be terminated prematurely. If, nevertheless, the relevant installment is not charged on the due date, the User is obliged to pay such installment without undue delay by another

method (in particular, by bank transfer to the Provider's bank account). On the other hand, recurring payments for membership in the online club may be cancelled by the User by terminating their membership in the online club in accordance with the following paragraph.

15. Membership in the online club may be terminated exclusively by notifying the Provider at the Provider's e-mail address stated above in these Terms and Conditions. Such notice must contain the User's first and last name and the e-mail address stated in the Order. Cancellation of recurring payments shall take effect no later than within three (3) business days from the date such notice is delivered to the Provider's e-mail address (if another payment is charged during this period, the membership period shall be extended by an additional period).
16. The User shall cease to be a member of the online club on the day following the end of the period for which the membership Price was paid. As of that day, all Digital Content that is part of the club shall be made inaccessible to the User, and the User shall cease to enjoy all privileges and benefits associated with membership in the online club.
17. The Provider shall be entitled to terminate the contract for membership in the online club by notice sent to the User's e-mail address. The notice period shall be one (1) month and shall commence on the first day of the month following delivery of the notice to the User.

VI. DELIVERY OF DIGITAL CONTENT

METHOD OF DELIVERY

1. A Product with Digital Content shall be delivered to the User by sending it to the electronic address stated in the Order, either in the text or as an attachment to an e-mail, or as a link from which the Digital Content can be downloaded or accessed, or by sending to this electronic address the access credentials to a user account in the members-only section of the Website, where the Digital Content will be shared.
2. By sending such e-mail, the Provider's obligation to deliver the Digital Content is fulfilled, regardless of when the User actually begins to use the Digital Content (e.g., when the User logs into the members-only section).
3. If a different method of delivery is stated on the Website for a specific Product (e.g., sending a link to a closed Facebook group where the Digital Content will be shared), the Digital Content shall be delivered to the User in this alternative manner.

TIME OF DELIVERY AND PERIOD OF ACCESS

4. The Digital Content shall be delivered only after full payment of the Price, and in the case of payment in installments, after payment of the first installment.
5. In the case of payment of the Price by bank transfer to a bank account, the Digital Content shall be delivered within three (3) business days from the date the Price is credited to the Provider's bank account. In the case of payment via a payment gateway, the Digital Content shall be delivered to the User immediately after the payment is made.
6. A specific date of access may be stated on the Website for a Product. In such a case, the Digital Content shall be delivered to the User on the date announced in advance.
7. The Website may state that a Product will be delivered to the User gradually, in parts. In such a case, the first part (module) shall be delivered to the User at the time determined in accordance with the preceding paragraphs, and the subsequent parts (modules) shall be delivered gradually as stated on the Website.
8. The period during which the User will have access to the Digital Content may vary depending on the Product. It always applies that the User shall have access to the selected Product for the period stated for that Product on the Website (such period commencing on the date of delivery of the Digital Content). If no such information is stated on the Website, the User shall have time-unlimited access to the Product.

REQUIRED TECHNICAL AND SOFTWARE EQUIPMENT

9. For full functionality, the Digital Content of Products requires that the User has hardware and software enabling the playback of video and audio files, the opening of documents in docx, pdf, or similar formats, as well as an internet connection with sufficient speed and a functional e-mail inbox maintained in a condition capable of receiving messages (digital environment). The User is responsible for connecting the Digital Content of the Product with the User's digital environment.

ADDITIONAL CONDITIONS

10. If personal support by the Provider (consultations, live broadcasts, support in a closed Facebook group, etc.) is included as part of a Product with Digital Content, this will be stated on the Website for that Product; otherwise, personal support is not included in the Product.
11. If personal support is included as part of the Product, the Provider reserves the right to make changes to the previously announced dates, program, instructors, etc., in the event of unforeseen circumstances. Any such changes will be communicated to the User without undue delay. The User shall not be entitled to withdraw from the Contract due to such changes.
12. If the User, for any reason, does not make use of any part of the Product (e.g., does not attend a group session or live broadcast, does not view all Digital Content that is

part of a course, etc.), the User shall not be entitled to any refund or compensation for such unused part.

VII. DELIVERY OF GOODS

METHOD AND TIME OF DELIVERY OF GOODS

1. The available methods of delivery of Goods are stated on the Website. The Goods shall be delivered to the User (buyer) at the address stated in the Order. The Goods may also be delivered to the User via a parcel pickup point at the pickup point address specified in the Order, or by personal collection at the stated address, if the Provider offers such methods of delivery of Goods on the Website.
2. The amount of the costs of delivery of Goods is based on the current price lists of carriers, with the current delivery prices stated on the Website. If the method of delivery is agreed based on a special request of the User, the User shall bear the risk and any additional costs associated with such method of delivery.
3. Unless the Goods are purchased with cash on delivery, they shall be dispatched to the User only after payment of the Price (including delivery costs). Unless the contracting parties agree otherwise, the Goods shall be delivered to the User no later than sixty (60) days from the conclusion of the Contract. This constitutes the latest possible delivery period; in practice, the Goods are usually delivered earlier.
4. If the User selected delivery of the Goods to a pickup point when ordering the Goods, the selected pickup point may be changed to another, nearest possible pickup point, in particular if the selected pickup point is closed at the relevant time or has reached full capacity. Delivery of the Goods to such alternative pickup point shall constitute proper delivery.

ACCEPTANCE OF GOODS

5. The User is obliged to accept the delivered Goods (except in cases of unauthorized handling and access to the shipment – see below). If, for reasons on the part of the User, the Goods must be delivered repeatedly or in a manner other than that stated in the Order, the User is obliged to pay the costs associated with repeated delivery of the Goods or the costs associated with a different method of delivery. The Provider shall send the payment details for payment of such costs to the User's e-mail address stated in the Order, and such costs shall be due within fourteen (14) days from the date of delivery of such e-mail. If the User becomes entitled to a claim for a refund of the paid Price (due to withdrawal from the Contract), the Provider shall be entitled to unilaterally set off such costs against the User's claim.
6. If the User breaches their obligation to accept the Goods within the specified time, such fact shall not be deemed a breach of the Provider's obligation to deliver the Goods, nor shall it be deemed a withdrawal from the Contract by the User. In such a case, the Provider may store the Goods at the User's expense or withdraw from the

Contract due to a material breach of the User's obligation. If the Provider withdraws from the Contract, the withdrawal shall be effective on the date it is delivered to the User at the User's e-mail address stated in the Order. Withdrawal from the Contract shall not affect the Provider's right to payment of all costs related to the transport of the Goods, nor its right to compensation for damage if such damage arose in connection with the User's breach of obligation. The Provider shall be entitled to unilaterally set off any claim for compensation for damage or costs related to storage or transport of the Goods against any claim of the User for a refund of the Price.

7. Upon receipt of the Goods from the carrier, the User is advised to check the integrity of the packaging and to immediately notify the carrier and the Provider of any damage to the packaging. If the User confirms receipt of the shipment without reservations by signing the delivery note or a similar document, it shall be deemed that the Goods were delivered in intact packaging. If the packaging is damaged in a manner indicating unauthorized handling and access to the shipment, the User is not obliged to accept the Goods from the carrier.
8. The User acquires ownership of the Goods upon payment of the Price and acceptance of the Goods. The risk of damage to the Goods, i.e., liability for accidental destruction, damage, or loss of the Goods, passes to the User at the moment of acceptance of the Goods or at the moment when the User was obliged to accept the Goods but failed to do so in breach of the Contract.

VIII. PROVISION OF SERVICES

TYPES OF SERVICES PROVIDED

1. Services may be provided online or in person, either individually (e.g., consultations, individual sessions, or other services attended only by the User and the Provider, or a lecturer), or in a group format (one-day events, multi-day retreats, seminars, lectures, live courses, or online courses or webinars taking place in real time).

ORDERING AND DELIVERY OF SERVICES

2. The User may also order a Service from the Provider by e-mail, telephone, via social networks, or by other means. In such a case, the Contract shall be concluded at the moment when the Provider and the User agree on its content. Any subsequent amendments to the Contract are possible only on the basis of mutual agreement between the Provider and the User.
3. Services are provided in the manner stated in the description of the Service on the Website, or as individually agreed. Services provided online (consultations, individual or group sessions, etc.) take place, for example, using the Zoom platform or another agreed method. Services provided in person (sessions, circles, retreats, etc.) are provided at the location and time stated in the description of the relevant Service on the Website or as determined by the Provider. The User bears the costs of travel to and from the place where the Service is provided.

4. Services may be provided by a third qualified person authorized by the Provider to provide the Services. Even in such a case, the Provider remains liable to the User for the fulfillment of obligations arising from the Contract.
5. The Provider may require the User to pay all or part of the Price prior to the provision of the Service. If the Price is not paid by the date on which the Service is to be provided, the Provider is not obliged to provide the Service and is entitled to withdraw from the Contract by e-mail and to claim compensation for any damage incurred. The Provider is entitled to request proof of payment of the Price (e.g., a ticket for the relevant event).

REQUEST TO CHANGE THE DATE OF AN INDIVIDUAL SERVICE

6. In the case of an individual Service (consultation, individual session, etc.), the User may, no later than twenty-four (24) hours before the agreed date, request a change of date for particularly serious reasons (e.g., illness). This option may be used only once in relation to the given Service; otherwise, the date shall lapse without compensation, unless expressly agreed otherwise.

CONDITIONS OF GROUP EVENTS

7. In the case of live group events (one-day events, retreats, seminars, lectures, live courses, etc.) or online courses or webinars taking place in real time, the User may cancel their participation at any time prior to the commencement of the event. The User may notify the cancellation of participation exclusively by sending an e-mail to the Provider's electronic address stated above in these Terms and Conditions.
8. In the event of cancellation of participation, the following cancellation fees shall apply, depending on how long before the commencement of the event the User notifies the cancellation by e-mail:
 - a) thirty (30) days or more before the commencement of the event – the cancellation fee amounts to 50% of the total Price;
 - b) twenty-nine (29) to eight (8) days before the commencement of the event – the cancellation fee amounts to 80% of the total Price;
 - c) seven (7) days or less before the commencement of the event – the cancellation fee amounts to 100% of the total Price.

Cancellation fees shall not be charged if a substitute participant attends the event, as stated below.

9. The Provider shall refund the paid Price reduced by the cancellation fee to the User within fourteen (14) days of notification of the cancellation of participation, to the same account from which the payment was made, unless the contracting parties expressly agree otherwise.

10. If the User is unable to attend the event, they are entitled (instead of cancelling participation) to substitute another person to attend in their place, who shall, upon the Provider's request, present a valid ticket or proof of payment of the Price for the event. Any costs associated with such substitution shall be borne by the User. This paragraph shall not apply in the case of a course consisting of multiple lessons where the User is unable to attend one or more lessons. In such a case, unused lessons shall lapse without compensation, unless the contracting parties expressly agree otherwise.
11. All costs associated with a live group event (travel, meals, accommodation, etc.) shall be borne by the User, unless stated otherwise on the Website.

RESERVATION OF CHANGES

12. The Provider reserves the right to make changes to the Service (e.g., the location or date, program, instructors, etc.) in the event of an unforeseen circumstance that prevents the Provider from providing the Service under the originally announced conditions. Any such changes shall be communicated to the User without undue delay. If the change is insignificant (i.e., a change that does not substantially affect the essence of the Service), the User shall not be entitled to withdraw from the Contract. In the event of a material change (in particular, a change of date), the User may withdraw from the Contract by e-mail sent to the Provider within three (3) days of notification of such change. In such a case, the paid Price shall be refunded to the User within fourteen (14) days of withdrawal from the Contract.
13. The Provider reserves the right, in the event of an unforeseen circumstance (e.g., an increase in energy prices or other services from suppliers), to unilaterally increase the Price of the Service. The Provider shall inform the User of this fact without undue delay by e-mail and shall simultaneously request payment of the additional amount within a specified time limit. If the additional amount is not paid within this time limit, the Provider shall deem that the User has withdrawn from the Contract, and the original Price already paid by the User shall be refunded to them within fourteen (14) days.
14. The Price for Services that were not used and were not cancelled in accordance with the preceding provisions shall not be refunded to the User.

IX. COPYRIGHT AND CONFIDENTIALITY

1. All content on the Website and all Products constitute copyrighted works. The Provider makes the Product available to the User for the User's personal use only. The Product (or any part thereof), whether in its original or modified form, may not be shared, copied, distributed, or made available for use by other persons without the Provider's prior express written consent.

2. The User is obliged to maintain confidentiality regarding information necessary to access their user account in the members-only section of the Website, as well as any other data necessary to access the Digital Content of Products.
3. If the User breaches copyright or the obligation of confidentiality, the Provider is entitled to immediately and without compensation disable the User's access to the Digital Content of the Product and the entire user account, and to claim disgorgement of unjust enrichment and compensation for damage. These monetary claims of the Provider shall be due within fourteen (14) days from the date of delivery of the request for payment to the User's e-mail address. Breach of copyright is also punishable under copyright law and criminal law regulations.

X. WITHDRAWAL FROM THE CONTRACT

WITHDRAWAL FROM THE CONTRACT BY A CONSUMER

1. Unless it concerns a case stated in the following paragraph, a User who is a Consumer has the right, pursuant to Section 1829 of the Civil Code, to withdraw from the Contract without stating any reason within fourteen (14) days. This period begins, in the case of a Product with Digital Content or provision of a Service, on the date of conclusion of the Contract, and in the case of Goods, on the date when the Consumer or a third party designated by them, other than the carrier, takes over the Goods (or the last part of the delivery, or the first delivery of Goods if regular delivery of Goods over an agreed period is stipulated in the Contract).
2. In accordance with Section 1837 of the Civil Code, the Consumer does not have the right to withdraw from the Contract under the preceding paragraph, in particular in the case of a Contract for:
 - a) delivery of Digital Content after performance has begun with the Consumer's consent before the expiry of the withdrawal period (for example, if the Consumer agrees in the order form to immediate access to an online course after payment, they cannot withdraw from the Contract within the fourteen-day period);
 - b) delivery of Goods
 - i. manufactured or customized to the Consumer's requirements;
 - ii. subject to rapid deterioration or having a short shelf life;
 - iii. delivered in sealed packaging which, for hygienic reasons, cannot be returned once the seal has been broken;
 - iv. audio or video recordings in sealed packaging which has been broken;
 - v. newspapers, periodicals, or magazines (except for subscription contracts);
 - c) leisure activities, where performance under the Contract is to take place on a specific date or during a specific period (e.g., live events, retreats, lectures);

- d) provision of Services, if they have been fully provided and performance began with the Consumer's consent before the expiry of the fourteen-day withdrawal period (if such Services were not provided in full but only partially, the Consumer may withdraw from the Contract, but in such a case is obliged to pay the Provider an amount corresponding to the performance provided prior to withdrawal from the Contract – if the Price for the Services has already been paid, the Provider shall refund to the Consumer only the amount for the Services not provided);
 - e) provision of Services where the Service was of a one-off nature (e.g., a single session, a single consultation) and was cancelled by the Consumer less than twenty-four (24) hours before its commencement.
- 3. The withdrawal period shall be deemed complied with if the Consumer sends the notice of withdrawal to the Provider no later than the fourteenth (14th) day after the date on which the Contract was concluded or [the Goods were taken over](#), respectively.
- 4. For withdrawal, the Consumer may use the form provided below these Terms and Conditions. The Consumer may withdraw from the Contract by sending the completed form, or another text of similar wording, to any of the Provider's contact addresses stated above, or by any other unequivocal statement made by the Consumer to the Provider.
- 5. In the event of withdrawal from the Contract, the Consumer's access to the Digital Content shall be immediately disabled.
- 6. [The Consumer is obliged to send or hand over the purchased Goods, including any gift, to the Provider without undue delay, no later than fourteen \(14\) days from withdrawal from the Contract \(not cash on delivery; the Provider is not obliged to accept Goods sent cash on delivery\). The costs associated with returning the Goods are borne by the Consumer by law, even if the Goods cannot be returned by ordinary postal means due to their nature.](#)
- 7. The paid Price shall be refunded to the Consumer without undue delay, no later than fourteen (14) days from withdrawal from the Contract, to the same account from which the payment was made. The Price may be refunded by another method only if the Consumer agrees and no additional costs are incurred by the Consumer.
- 8. [However, the Provider is not obliged to refund the paid Price to the Consumer before the Consumer hands over the Goods or proves that they have been sent. If the Consumer chose a method of delivery of the Goods other than the cheapest method offered by the Provider, the Provider is obliged to refund the Consumer the delivery costs in an amount corresponding to the cheapest offered method of delivery.](#)
- 9. [The Consumer is liable to the Provider for any reduction in the value of the Goods resulting from handling of the Goods in a manner other than that necessary to](#)

become acquainted with the nature, characteristics, and functionality of the Goods (i.e., in the manner in which the Consumer would handle the Goods in a brick-and-mortar store). The Provider is entitled to unilaterally set off any claim for compensation for damage to the Goods against the Consumer's claim for a refund of the Price.

WITHDRAWAL FROM THE CONTRACT – GENERAL PROVISIONS

10. Both the User and the Provider may further withdraw from the Contract in cases stipulated by law or by the Contract, in particular in the event of a material breach of obligations by the other contracting party. The Provider may withdraw from the Contract in particular in the event of unauthorized interference with the Website Interface, infringement of copyright, or breach of the obligation of confidentiality. In the event of withdrawal from the Contract, the Provider is entitled to immediately disable the User's access to the Digital Content of the Product and cancel access to the User's account, without compensation. The Provider is also entitled to claim disgorgement of unjust enrichment and compensation for damage. If the User disrupts the course of a group event (e.g., a live event or a group call forming part of an online course) through inappropriate behavior (e.g., behavior contrary to good morals, repeated disruption, participation under the influence of alcohol, etc.) or uses the Product in another inappropriate manner, the Provider (or lecturer) is entitled to exclude the User. In such a case, the User is not entitled to a refund of the paid Price, nor any part thereof.
11. The Provider also has the right to withdraw from the Contract due to failure to meet the minimum capacity, reaching the maximum capacity of registered participants, [depletion of stock or unavailability of Goods](#), or for other serious reasons. If the Provider has not yet performed under the Contract, the paid Price shall be refunded to the User within fourteen (14) days from withdrawal from the Contract, to the same account from which it was paid, unless expressly agreed otherwise. If the Provider has partially performed by the time of withdrawal from the Contract, the Provider shall refund the paid Price reduced by an amount corresponding to the performance already rendered.
12. If the User fails to pay the Price (or, in the case of payment in installments, the first installment) even within ten (10) days after the due date, the Contract shall be automatically terminated upon expiry of this period, without the need for withdrawal.
13. If the User receives a gift or bonus together with the Product and subsequently withdraws from the Contract, the Provider is entitled to revoke the User's access to the bonus or the User is obliged to return the bonus to the Provider. The above shall apply unless stated otherwise for the Product on the Website.

XI. RIGHTS ARISING FROM DEFECTIVE PERFORMANCE AND COMPLAINTS

1. Rights arising from defective performance are governed by the applicable and effective legal regulations, in particular Sections 1914 to 1925, further [\(in the case of Goods\) Sections 2099 to 2117 and Sections 2161 to 2174a](#), and (in the case of Digital Content) Sections 2389a to 2389s of the Civil Code.
2. The User may assert rights arising from defective performance (a complaint) with the Provider via the contact details stated above in these Terms and Conditions.
3. A complaint cannot be asserted solely on the grounds that the Product did not meet the User's subjective expectations; it must concern an actual defect.

DEFECTS OF DIGITAL CONTENT [OR GOODS](#)

4. After the Product has been made available, the User is recommended to check the functionality and accessibility of its Digital Content as soon as possible and, if any deficiencies or defects are identified, to contact the Provider in order to remedy them. The Product content may be temporarily unavailable for a short period due to data maintenance, server outages, or outages on the side of the Provider's suppliers, even without prior notice. The Provider cannot influence such outages and bears no liability for them. Due to such temporary outages, the User is not entitled to withdraw from the Contract, nor to request a refund of the Price or any part thereof, nor compensation for damages.
5. The Provider is liable to the User that the Product is free from defects upon acceptance and, in the case of Digital Content, that it is also free from defects for the entire duration of the Contract. In the case of Digital Content with unlimited-time access, the Provider is liable for defects that the Digital Content had at the time of delivery. If the User is a Consumer and a defect of the Product becomes apparent within 1 year from delivery, it shall be presumed that the Product was defective already at the time of delivery [\(in the case of Goods unless the nature of the Goods or the defect precludes this\)](#). This period does not run for the time during which the Consumer cannot use the Product if the defect was rightfully claimed. If the User is not a Consumer, it is their obligation to prove that the Product was defective at the time of delivery.
6. If the User is a Consumer, the Provider is in particular liable that the Product:
 - a) corresponds to the agreed characteristics;
 - b) is suitable for the agreed purpose; and
 - c) is provided with the agreed accessories and instructions for use.
7. If the User is a Consumer, the Provider is further liable that, in addition to the agreed characteristics, the Product:
 - a) is suitable for the purpose for which a product of this kind is usually used;
 - b) by its characteristics or performance parameters corresponds to the usual characteristics of products of the same kind which the User may reasonably expect;
 - c) is provided with accessories and instructions for use which the User may

reasonably expect; and

d) corresponds to the sample or model, trial version, or preview that the Provider made available prior to the conclusion of the Contract.

8. The preceding paragraph shall not apply if the Provider expressly informed the User before the conclusion of the Contract that a certain characteristic of the Product differs and the User expressly agreed to this when concluding the Contract.
9. If the Contract concerns a Product with Digital Content, the User may claim a defect that becomes apparent or occurs during the term of the Contract. In the case of Digital Content with unlimited-time access, a User who is a Consumer may claim a defect that becomes apparent within 2 years from delivery. A User who is not a Consumer may claim a defect without undue delay after they had the opportunity to discover the defect.
10. If the Contract concerns Goods, the User may claim a defect that becomes apparent within 2 years from acceptance, or within 1 year from acceptance in the case of used Goods. This period does not run for the time during which the User cannot use the Goods if the defect was rightfully claimed. A User who is not a Consumer is obliged to claim a defect of the Goods without undue delay after they had the opportunity to discover the defect.
11. If the Product has a defect, the User may request its removal (in the case of Goods, they may, at their option, request delivery of a new item free of defects or repair of the Goods), unless this is impossible or disproportionately costly.
12. The Provider shall remove the defect within a reasonable time after it has been claimed so as not to cause significant inconvenience to the User, taking into account the nature of the Product and the purpose for which the User requested it. For the purpose of remedying a defect of the Goods, the Provider shall take over the Goods at its own expense. If the User fails to take over the Goods within a reasonable time after the Provider has notified them of the possibility to collect the Goods after removal of the defect, the User is obliged to pay the Provider a storage fee.
13. The User may request a reasonable discount or withdraw from the Contract if:
 - a) the Provider refused to remove the defect or failed to remove it, or it is apparent that it will not remove it;
 - b) the defect occurs repeatedly; or
 - c) the defect constitutes a material breach of the Contract.
14. However, the User may not withdraw from the Contract if the defect of the Product is insignificant.
15. A User who is a Consumer may also withdraw from the Contract if the Provider is in delay with delivery of the Product and fails to perform its obligation without undue delay after being requested to do so by the User, or within an additional expressly agreed period. Without an additional period, the Consumer may withdraw from the Contract only if the Provider refused to deliver the Product or it is apparent that it

will not deliver it, or if it follows from the mutual agreement or from the circumstances at the conclusion of the Contract that performance at the specified time is essential. The Price shall be refunded to the User without undue delay after withdrawal from the Contract.

16. If the Contract concerns Goods, rights arising from defective performance do not belong to the User if the User themselves caused the defect of the Goods, or if they should have noticed the defect with the exercise of ordinary care already at the time of concluding the Contract. Wear and tear caused by ordinary use, or in the case of used Goods wear and tear corresponding to the degree of their previous use, is not considered a defect of the Goods.
17. Rights arising from defective performance do not belong to the User in the case of defects caused by improper use or storage of the Digital Content of the Product. The Provider is also not liable for unavailability or other defects of the Digital Content in the case of an unsuitable digital environment of the User. For the purpose of verifying whether the defect occurred due to an unsuitable digital environment, the User has a statutory obligation to provide the Provider with the necessary cooperation to the extent reasonably required and technically feasible, using means that are as little disruptive to the User as possible. In the event of refusal to provide such cooperation, the User shall have rights arising from defective performance only if they prove the defect of the Product.

DEFECTS OF SERVICES

18. The Provider is liable for delivering the Service in the scope, form, and quality that was agreed with the User or described on the Website, or that is customary for this type of services. Unless otherwise agreed with the User, the Provider is obliged to provide the Service in average quality.
19. The User must claim a defect of the Service (file a complaint) with the Provider without undue delay after they had the opportunity to discover the defect, at the latest within 6 months from acceptance of the Service.
20. If the Service has a defect, the User may request its removal or a reasonable discount from the Price. If the defect cannot be removed or the Provider fails to remove it in due time, the User may request a reasonable discount from the Price or withdraw from the Contract.

XII. HANDLING OF COMPLAINTS, RESOLUTION OF CONSUMER DISPUTES

1. If the User has any complaint regarding the concluded Contract, its performance, or the activity of the Provider, they may contact the Provider via any of the contact addresses stated above in these Terms and Conditions.
2. Supervision over compliance with the Provider's obligations arising from legal regulations is exercised by the following authorities: the Czech Trade Inspection

Authority, the competent trade licensing office, and the Office for Personal Data Protection (with regard to obligations in the processing of personal data). Complaints may be addressed to these authorities.

3. Any dispute between the Provider and the User shall be resolved primarily amicably. If the User is a Consumer and a dispute arises between them and the Provider out of or in connection with the concluded Contract, the User has the right to its out-of-court resolution. In such a case, the entity for out-of-court resolution of consumer disputes is the Czech Trade Inspection Authority, Company ID No.: 00020869. All details regarding out-of-court resolution are available on the website of the Czech Trade Inspection Authority (www.coi.cz).

XIII. REPORTING OF ILLEGAL CONTENT

1. This article of the Terms and Conditions shall apply if the Provider allows third-party content to be uploaded to the Website (e.g., comments under blog posts). The Provider is obliged, pursuant to legal regulations, to set rules for reporting illegal content and content incompatible with these Terms and Conditions, and for adopting measures against such content.
2. Only content that does not violate legal regulations or the rights and legitimate interests of third parties may be uploaded to the Website. In particular, it is prohibited to upload content infringing copyright and other intellectual property rights, content including elements of discrimination, disinformation, discourtesy, hatred, or bullying, content endangering or damaging the good name and reputation of the Provider or a third party, content inciting unlawful activity, content that is otherwise socially harmful or contrary to good morals, and content unrelated to the focus of the Website (spam).
3. If a Website visitor believes that illegal third-party content is present on the Website, they may notify the Provider of this fact by email to the electronic address stated above in these Terms and Conditions. Such notification must contain:
 - a) information identifying the specific content concerned (where exactly it is located on the Website), or its wording may be copied into the email;
 - b) a sufficiently substantiated explanation of the reasons why, in the notifier's opinion, the content is illegal or contrary to paragraph 2 of this article of the Terms and Conditions;
 - c) a statement that the notifier believes in good faith that the information provided in the notification is accurate and complete; and
 - d) the name of the notifier or, if the notifier is a legal entity, its business name.
4. The Provider shall confirm to the notifier without undue delay that it has received the notification pursuant to the preceding paragraph.
5. The Provider shall handle notifications received pursuant to paragraph 3 of this article in a timely, non-arbitrary, objective manner, with due care and with regard to the rights and legitimate interests of all affected parties, including the freedom of

expression of the content originator. If the Provider concludes that the notification is justified, it shall promptly take appropriate measures to remove the relevant third-party content from the Website or disable access to it. In the case of content that is seriously illegal or contrary to paragraph 2 of this article, or if a certain person uploads illegal or contrary content to the Website repeatedly, the Provider also has the right to suspend or cancel, in whole or in part and without compensation, the ability of the originator of such content to upload content to the Website. The Provider shall notify the notifier of the measures taken without undue delay.

6. Immediately after taking measures pursuant to the preceding paragraph, the Provider shall inform the originator of the content of this fact, stating clear and specific reasons why their content is considered illegal or contrary to paragraph 2 of this article. Such notification is not required if the Provider does not know the electronic address of the content originator.
7. The Provider is also entitled to take the measures referred to in paragraph 5 of this article if, based on its own investigation, it concludes that certain third-party content uploaded to the Website is illegal or contrary to paragraph 2 of this article. The preceding paragraph shall apply accordingly.
8. The Provider designates a single point of contact, which is its email address stated above in these Terms and Conditions, through which communication with the Provider may be conducted in the Czech or, as applicable, English language.

XIV. FINAL PROVISIONS

1. The Contract is concluded for a fixed term, until the obligations of the Provider and the User arising from the Contract have been fulfilled. The Contract for membership in the online club is concluded for an indefinite period.
2. The contractual relationship between the Provider and the User is governed by the legal order of the Czech Republic, in particular the Civil Code. This does not affect the Consumer's rights arising from generally binding legal regulations.
3. All notices, communications, and other written documents between the contracting parties shall be delivered to the Provider at the postal or email address stated above in these Terms and Conditions, and to the User at the postal or email address stated in their Order, or at an address subsequently demonstrably communicated by one contracting party to the other. Documents sent by email shall be deemed delivered at the moment they are sent to the email address of the other contracting party. Documents sent via postal services shall be deemed delivered on the third business day after they are sent to the last known postal address of the other contracting party, even if the addressee does not collect the shipment. The contracting parties are obliged to inform the other party without undue delay of any change in their contact details. Otherwise, a document sent to the original address shall be deemed delivered.

4. The Provider complies with the code of conduct arising from the field of its business, which is available here: https://www.karierni-koucink.cz/files/eticky_kodex.pdf
5. The principles of personal data processing are contained in a separate document published on the Website.
6. In the event of force majeure (which also includes outages on the side of the Provider's suppliers), the Provider shall not be liable for damage arising in connection with such force majeure, and if the state of force majeure lasts longer than 10 days, the Provider is entitled to withdraw from the Contract.
7. If any provision of these Terms and Conditions is or becomes invalid or ineffective, a provision whose meaning is as close as possible to the invalid or ineffective provision shall replace it. The invalidity or ineffectiveness of a provision of the Terms and Conditions shall not affect the validity and effectiveness of the remaining provisions.
8. The Provider is entitled to unilaterally amend these Terms and Conditions; however, for the User, the wording of the Terms and Conditions effective on the date of the Order shall apply. The current wording of the Terms and Conditions is published on the Website.
9. These Terms and Conditions are effective as of 1 January 2026.

For Consumers

WITHDRAWAL FROM CONTRACT FORM

(complete this form and send it back only if you wish to withdraw from the contract)

Withdrawal from Contract

Addressee:

Barbora Mazlová

Kroměřížská 985/4, 62700 Brno

healingwithrayna@gmail.com

I hereby notify that I withdraw from the contract for the purchase of the following goods / the provision of the following services:

Date of order / Order number:

Invoice number:

Consumer's first and last name:

Consumer's address:

Bank account number for refund:

Date:

Consumer's signature:

(only if this form is submitted in paper form)