Restime General Terms and Conditions

Restime Booking Restime EDS Restime Web Restime Social Media

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These General Terms and Conditions govern the provision of Restime online systems and the development of websites and online stores. They form part of the contract concluded under Article III. Article XV sets out the specific provisions on consumer protection. Annex 1 contains the model withdrawal form.

Article I The provider and the customer

1. The services are provided by JTL Tech Academy s.r.o., company identification number (IČO) 29871735, with its registered office at Zderadova 478/2, Trnitá, 602 00 Brno, Czech Republic, registered in the Commercial Register maintained by the Regional Court in Brno, Section C, File 153270, data box ID pu8e328 (the “provider”). The provider is not registered for VAT and has not been assigned a tax identification number (DIČ).
2. The provider’s website is available at https://restime.app. The contact address for orders, support, complaints and legal notices, including notices cancelling subscription renewal or withdrawing from the contract, is info@restime.app. Written correspondence may also be delivered to the provider’s registered office.
3. A customer is a natural or legal person who enters into a contract with the provider. A consumer is a natural person acting outside their business or independent professional activity. In these terms, a business customer is a customer acting in connection with such an activity. The actual purpose of the contract determines the customer’s status. Providing a company identification number does not in itself exclude consumer status.

Article II Subject matter of the contract and contract documents

1. Restime Booking and Services, also known as Restime Booking, is an online system for managing bookings and related operational processes. Restime EDS is an online system for organising education and administering studies. Restime Social Networks, also known as Restime Social Media, is a software tool for preparing, approving and managing content and campaigns. These products are supplied as ongoing digital services through remote access to software for the duration of the subscription.
2. Restime Web, also known as Restime Web Creator or Restime Web Design, covers the custom development or modification of a website or online store (also referred to as a “website” or “e-shop”) for a one-off price. Design, content and integration work is included to the extent agreed. The provider acts solely as an intermediary for domain and hosting services under Article X(7). Ongoing website management, external licences and the operation of other online systems are subject to a separate agreement unless expressly included in the order.
3. The accepted order or individual offer, together with these General Terms and Conditions (the “Terms”), determines what is to be supplied, its scope and characteristics, plan limits, price, currency, delivery date, duration and method of renewal. Individually agreed provisions take precedence over the Terms. A separate personal data processing agreement takes precedence

on matters relating to that processing. Provisions from which the parties may not depart to the customer’s detriment remain unaffected.

4. Before the contract is concluded, the provider will distinguish available features from features under development, planned integrations and sample data. A future feature is binding if it has been agreed as part of what is to be supplied. The provider remains responsible for binding public statements and for characteristics required by law.

Article III Orders and formation of the contract

1. The customer selects a product and plan, enters their identification, contact and billing details, and reviews the order. Before submitting it, the customer can identify and correct errors. Anyone acting for the customer must have authority to enter into the contract on the customer’s behalf.

2. Before the customer submits a binding order, the provider will make the Terms available in a form the customer can save. Immediately before the order is placed, the provider will clearly state the main characteristics of what is being supplied, the total price, mandatory charges, duration and conditions for termination. For subscriptions, the provider will also specify the billing interval, automatic renewal and how to cancel it. For a fixed annual price, the provider will also show the monthly equivalent, without changing the annual payment obligation. Optional paid extras may be ordered only if the customer actively selects them.

3. The customer submits an online order using a button marked “Order with obligation to pay” or wording that is equally unambiguous. By submitting the order, the customer offers to enter into a contract. The contract is concluded when the provider’s express acceptance of the order reaches the customer by email. The provider will promptly acknowledge receipt of the order. The acknowledgement also constitutes acceptance only if it expressly says so. If the provider does not accept the order, it will return any payment received without undue delay.

4. For an individual offer, the provider gives the customer the specification, price and Terms. The contract is concluded when the provider receives the customer’s acceptance within the validity period of the offer, unless the offer expressly specifies a different procedure. A change in scope, additional work and any resulting change in price or deadline require an agreement that can be evidenced. The customer’s silence does not constitute acceptance of a change.

5. After the contract is concluded, the provider will email the customer confirmation of the contract, including the agreed specification and the accepted version of the Terms, in a form that can be saved and reproduced unchanged. For consumers, the provider will also send the information required by law, the model withdrawal form and confirmation of any specific consents given, no later than before the service begins. The provider retains the contract documents for the duration of the contractual relationship and thereafter to the extent required by law. The customer may request a copy.

6. The contract may be concluded in Czech or Slovak, or in another expressly agreed language subject to mandatory language requirements. The customer pays the cost of their ordinary internet connection under their agreement with their internet provider. The provider makes no additional charge for communication at a distance.

Article IV Price and payment terms

1. The price agreed when the contract is concluded is binding. The prices on the website form the basis for new orders and the provider may change them for the future without amending the Terms. A change in the price list does not in itself change the price of an existing contract. For a website or online store, the final individually agreed price may differ from a published indicative or “from” price. The customer must accept the final price before the contract is concluded.
2. Digital service subscriptions are payable in advance for the selected monthly or annual period. The price for developing a website or online store is payable in full as a one-off payment. It does not in itself create a subscription or automatic renewal. The order or accepted offer determines the payment due date. If no due date was agreed, payment is due within 14 days of receipt of the invoice.
3. Before ordering, the consumer will see the total price, including all applicable taxes and mandatory charges. The provider is not registered for VAT. For cross-border supplies, any special tax liability will be assessed under the applicable rules and reflected in the price communicated before the contract is concluded. No additional mandatory charge may be added without a legal basis or agreement.
4. Payment is made by a method available in the order or specified on the invoice. The customer must give authorisation for recurring charges in a way that can be evidenced. Storing a payment method does not itself constitute authorisation. Invoices are delivered electronically. The customer’s own bank charges and currency conversions are governed by their agreement with their payment institution.
5. SMS messages, external platform charges, third-party licences, advertising, extended migration services and custom work are charged separately only to the extent agreed in advance and at the agreed price or according to the agreed method for calculating it. Approval of an advertising budget does not in itself constitute an order for additional work by the provider.
6. If payment is overdue, the provider will request payment and allow at least 7 additional days, warning the customer that the service may be restricted. Any restriction must be proportionate and does not entitle the provider to delete data immediately. The right to statutory interest on late payments is preserved.

Article V Subscriptions and automatic renewal

1. The order confirmation specifies the start and end of the first paid period. If agreed implementation or migration work is to take place before the customer starts using the service, billing starts at the agreed time when access is made available. The customer’s failure to use a service that is duly provided does not in itself suspend the subscription. The specific rules in paragraph 5 apply to Restime Booking orders.
2. The subscription runs for the selected monthly or annual period and renews automatically for successive periods of the same length unless the customer cancels renewal in time. Automatic renewal takes effect only if the customer has expressly accepted the renewal terms in advance, including the price and payment interval. An annual payment covers the entire annual period.
3. The customer may cancel automatic renewal at any time before the next renewal takes effect, using the subscription management facility if available or by delivering a notice to info@restime.app. The provider will confirm cancellation without undue delay. A notice received in

time takes effect regardless of that confirmation. The subscription and access end when the paid period expires. Statutory and contractual grounds for earlier termination are preserved.

4. The provider will notify the customer of annual automatic renewal at least 30 days in advance. It will email any proposed price increase for the next period at least 30 days before it is intended to take effect. The higher price applies only if the customer expressly accepts it. Without acceptance, the subscription renews at the original price unless the provider exercises its right to discontinue renewal in time under Article XIV(2). The price of a period that has already been paid for will not increase.

5. Each buyer may use one free Restime Booking trial per verified buyer email address. No payment card is required. For a new unpaid order, the chosen address is reserved for 14 calendar days. The day the order is first submitted counts as day one of both the reservation and the trial. After verifying the email address, the buyer can use the remaining days. If the provider has not recorded full payment by the end of day 14, trial access ends and the address is released. The buyer can still pay the original order later.

   The first paid month or year starts on the day the provider records full payment, including during the trial. A renewal paid in advance starts on the day after the last paid day. After a lapse, the renewed period starts on the day full payment is recorded.

   Once at least one period has been paid in full, access lasts through the end of the last paid day. The address stays reserved for the same workspace for the next 60 calendar days. A renewal during that time keeps the same address. From the start of day 61, the address may be assigned to another workspace if no further payment has been recorded. On late payment of the original order or on renewal, the original address is used if available. If it is taken, the buyer will find the confirmed replacement address in the order details. An existing workspace keeps its data when its address changes. All dates follow Prague time.

6. For a three-month bonus or another free plan, the product concerned, scope, start and end are confirmed at activation. After the bonus ends, no paid subscription arises without a separately accepted paid order or prior express agreement on a specific paid continuation. The bonus does not change the price of the website itself or the main product.

7. A plan change, an upgrade to a higher tier and pro rata billing require prior agreement. Exceeding a limit does not in itself entitle the provider to increase the price unless the specific method of charging for excess usage and its price were clearly agreed in advance.

Article VI Access to and use of the services

1. The digital service will be made available on the agreed date or, if no date was agreed, without undue delay after the agreed activation conditions are met. The provider will send access instructions to the customer. Any special configuration will be carried out according to the agreed schedule. For consumers, the conditions for starting performance under Article XV also apply.

2. Use of the online service requires an internet connection and a supported digital environment. Before the contract is concluded, the provider will specify the browser requirements, supported versions, necessary technologies, compatibility and interoperability. A technical limitation that was not disclosed cannot justify failing to supply an agreed feature.

3. The customer protects login credentials, sets permissions for their users and promptly reports any suspected misuse. The provider is responsible for security within its own sphere of control. A

logged-in user's actions are assessed according to the authority that user actually has. A breach of the provider's security is not automatically attributed to the customer.

4. The customer must not use the service to distribute unlawful content or spam, obtain data without authorisation, circumvent access permissions or disrupt operations. The customer may not resell the service without agreement or give login credentials to unauthorised persons. Uses of software permitted by law remain permitted.

Article VII Operation, support and changes to services

1. The provider supplies the agreed features, exercises professional care and provides maintenance and necessary updates, including security updates. Support is available at info@restime.app to the extent included in the plan ordered. A separate service level agreement (SLA) may specify guaranteed availability, response times, recovery and service credits. The absence of an SLA does not limit the agreed characteristics, publicly promised support or statutory liability for defects.
2. The provider will give reasonable advance notice of planned maintenance that may materially restrict use and will carry it out during periods of lower demand where possible. The provider may take immediate action for security reasons and will subsequently explain any significant effects to the customer. An outage is assessed in light of its cause and the customer's contractual or statutory rights.
3. The provider may change the digital service beyond necessary maintenance to meet changes in legal requirements, address a security risk, make necessary adaptations to changes in technology or external interfaces, or extend functionality. A change must not arbitrarily remove a material agreed feature or create a charge the customer has not ordered. The provider will give advance notice of any significant impact. If it cannot continue to supply what was agreed, it will offer a reasonable substitute or termination of the affected service with a pro rata refund. Article XV governs consumers' specific rights.
4. The provider may temporarily restrict only the part of the service that needs to be restricted in the event of an immediate security risk, a binding instruction from a public authority or a serious breach of contract. Where circumstances permit, it will first request corrective action. It will inform the customer of the reason, scope and ways to restore access. The rights to make a complaint, access one's own data and switch to another provider under applicable law are preserved to the extent applicable.

Article VIII Specific terms for Restime Booking

1. The plan determines the number or scope of calendars, internal users, business locations, inventory facilities and other modules. If an offer includes unlimited bookings, clients or services, the provider may not subsequently charge for these items by imposing a hidden volume limit. Fair use rules must not circumvent the agreed scope.
2. The customer determines appointment availability, prices for their own services, booking and cancellation terms, vouchers, memberships and refund rules for their clients. The customer is their clients' contracting party. The provider supplies the technical service. These Terms do not replace the customer's own terms governing bookings and the sale of their services.
3. Before going live, the customer will check their calendars, time zones, payments and notification settings. The provider is responsible for the proper operation of the agreed features. Delivery of

notifications may depend on the accuracy of contact details and on an external operator. The provider will report and address any known problem with sending notifications.

4. Payments for the customer's services are processed by the selected payment service provider under its own rules. This arrangement does not make Restime the recipient of the sales proceeds or a provider of financial services. A different payment model requires a separate contractual agreement.

Article IX Specific terms for Restime EDS

1. The customer is responsible for the educational content, their authority to provide it, the organisation of examinations and the accuracy of certificates they issue. Use of the system does not in itself confer accreditation, recognition of qualifications or authority to issue public documents.
2. Plan limits are assessed according to the definition of an active course and the other binding criteria made available in advance. An indicative number of new students is not a fixed limit without express agreement. If the offer excludes archived courses with no new enrolments from the number of active courses, the provider will honour that exclusion.
3. Any short-term excess over the agreed scope will first be assessed with the customer. An upgrade to a higher plan or additional billing requires agreement. Migration is carried out according to the approved data mapping and scope. Before importing into the live system, the parties will agree how to check a sample and resolve any discrepancies found.
4. The customer provides students with the customer's own contractual terms and information about data processing. Student access created by the customer does not in itself constitute the purchase of a Restime subscription from the provider.

Article X Development of websites and online stores

1. To place an order and start work on a website or online store, the customer must complete and submit the intake form at https://restime.app/restime-web/formular. Submitting the form does not in itself conclude a contract. The contract is formed under Article III. The accepted offer specifies the scope, languages, features, materials, content work, number of revisions, price and handover procedure. Correcting a defect that departs from the agreed specification is not a chargeable change to the specification.
2. Delivery of a simple website within 36 hours applies to the scope of work for which that deadline was offered, provided the customer has their own domain and suitable, functioning hosting and gives the provider the necessary working access credentials. The period starts once all these conditions have been met, the completed intake form has been submitted and the agreed materials have been delivered. The contract must already have been concluded and the agreed payment condition met. The hours run consecutively unless expressly agreed otherwise. The provider will confirm the start and expiry time without undue delay. It may not arbitrarily postpone the start by delaying confirmation.
3. If the customer arranges a domain or hosting through Restime under Article X(7), the delivery period cannot start before those services have been activated and working access has been made available. The other conditions in Article X(2) still apply. Deadlines for online stores and solutions beyond the scope of a simple website are agreed individually. For consumers, work may start during the withdrawal period only in accordance with Article XV.

4. The customer will provide the agreed text, photographs, access credentials and other materials on time, including the necessary rights to use them. If further cooperation is needed, the provider will specify what it requires without undue delay. The deadline will be extended by the proven duration of an impediment on the customer's side and the reasonable time necessary to resume work. The provider will communicate the new deadline. It may not retrospectively justify its own delay by citing materials that it could and should have requested in time.

5. The provider will make the result available for inspection and invite the customer to accept it. Within 7 working days, the customer will approve the result or identify defects against the specification. Silence alone does not constitute acceptance without reservations or extinguish rights in respect of hidden defects. Minor defects that do not prevent use will be recorded together with the date for fixing them. Going live and making changes to the domain require the customer's authorisation.

6. Upon full payment, the customer obtains a non-exclusive licence, unlimited in time and territory, to use, reproduce for operational purposes, operate and modify the custom-developed parts of the website for the agreed purpose, including through another administrator. The provider will secure the rights needed to grant this licence and deliver the custom files, source code of the custom-developed part, database exports and access credentials to the extent agreed. The source code of the general Restime platform will be handed over only under a separate agreement. A different scope of rights must be agreed before the contract is concluded.

7. The customer may use their own domain and hosting or arrange them through the Restime website. JTL Tech Academy s.r.o. does not itself provide domain registration, domain management or hosting. It acts as an intermediary for these services. The service provider and the customer's contracting party is IPEXO s.r.o., company identification number (IČO) 24148504, with its registered office at Podolská 103/126, Podolí, 147 00 Praha 4, Czech Republic. The customer enters into a separate domain or hosting contract with IPEXO s.r.o. under the terms made available before ordering. Information about these services is available at https://www.ipexo.cz/domeny-a-hosting.

8. Templates, fonts, photographs, open-source components and other third-party elements are used under their respective licences. Before the contract is concluded, the provider will disclose material restrictions, operational dependencies and subsequent mandatory payments. Exclusivity, transferability of rights and any specific scope of rights to the visual identity must be expressly agreed. The provider cannot grant rights it does not hold. The author's moral rights are preserved.

9. Before ordering a domain or hosting through the intermediary, the customer will receive the identity of the actual provider and payment recipient, the price, service period, renewal terms, termination procedure, support and backup arrangements, and the applicable contractual terms. The one-off price for developing the website or online store excludes these recurring payments unless expressly agreed otherwise. The customer will be the domain registrant unless they expressly accept another arrangement. The customer is free to arrange suitable domain and hosting services themselves.

10. IPEXO s.r.o. is responsible for domain registration and management, hosting operations and the obligations under the relevant separate contract. Complaints about these services should be made to IPEXO s.r.o. If the customer sends a complaint to the Restime provider, the provider will help forward it. JTL Tech Academy s.r.o. remains responsible for properly arranging the services, for its own errors and for the agreed development, deployment or management of the website. This allocation of responsibilities does not limit rights that cannot be excluded by contract.

11. Ending ongoing management does not cancel the paid licence for the website that has been handed over. Features dependent on a separate subscription, hosting or third-party licences continue under the relevant contracts. Legal notices on the customer's website, cookies, accessibility and sector-specific requirements are addressed to the extent agreed. The provider is responsible for properly implementing the technical solution ordered. Statutory obligations to provide updates and rights arising from defects remain unaffected.

Article XI Specific terms for Restime Social Media

1. The subscription provides software tools to the extent ordered. Hands-on agency management, regular work by a marketing specialist and a specific number of custom deliverables are included only if expressly agreed. The plan determines the team size, projects and connected accounts covered.
2. No post will be published or paid campaign launched without prior approval that can be evidenced, given by an authorised user of the customer. Approval covers the specific content, account and schedule and, for advertising, the audience and maximum budget. A material change or an increase in the approved budget requires fresh approval. Acceptance of these Terms does not constitute approval of a campaign.
3. The advertising platform budget is separate from the subscription and is normally paid by the customer directly to the platform. The provider must stay within the authority granted. Differences caused by reporting times, currency conversions or the platform's billing rules must be clearly explained. This does not excuse the provider's own configuration errors.
4. Before giving approval, the customer will check the accuracy of claims and prices, the rights to the materials and the advertising rules applicable to their product. Drafts generated by artificial intelligence may contain errors or resemble other outputs and require human review. Their exclusivity is not guaranteed without a separate agreement. Applicable requirements for labelling such content must be observed when it is published. The provider does not guarantee a specific reach, turnover or number of enquiries, but is responsible for the agreed operation of the tool and for its own errors.
5. Accounts are connected using an official authorisation procedure supported by the platform. The customer grants the necessary permissions and may revoke them. The technical availability of an integration also depends on the platform's approvals and limits. The provider will disclose supported integrations in advance and address the impact of material changes under Article VII(3).
6. Customer data and non-public materials must not be used to train general-purpose AI models without a separate agreement. The AI suppliers involved, the purpose of processing and any transfers of data must be disclosed in the relevant contractual documents and notices. Approving a post does not in itself constitute consent to such training.

Article XII Content, personal data and intellectual property

1. Rights in the customer's materials and content remain with the customer or the respective rights holders. The provider is authorised to use them only to the extent necessary to perform the contract, secure the service and comply with legal obligations. Using the customer's name, logo or results as a reference requires their prior consent.

2. The customer obtains a non-exclusive right to use the ordered features of the Restime platform for their own activities during the agreed period, within the limits of their plan and the permissions of authorised users. Article X governs rights in a custom website. The service does not in itself give the customer ownership of the platform or a right to its source code.
3. The parties will protect non-public commercial and technical information and disclose it only to people who need it to perform the contract and are bound by confidentiality. The obligation does not apply to information that can be shown to be public, to have been independently obtained or to be subject to a legal disclosure requirement. It continues after the contract ends.
4. When personal data of the customer's clients, students and users are processed, the customer normally acts as controller and the provider as processor. Before such data are processed, a contract under Article 28 of Regulation (EU) 2016/679 (GDPR) must be concluded. It will specify, in particular, the subject matter, purpose, duration, instructions, security, subprocessors, assistance, transfers and the return or deletion of data. These Terms do not themselves replace that separate agreement. Special categories of personal data may be entered only after appropriate arrangements have been agreed.
5. The provider may act as an independent controller for its own billing, contact management and compliance with legal obligations. It will provide information about this processing separately. Acceptance of the Terms does not constitute consent to marketing or discharge the obligation to provide information under the GDPR.

Article XIII Complaints and liability

1. Claims arising from defective performance may be made at info@restime.app or at the provider's registered office. The customer should identify the service or order, describe how the defect manifests itself, provide contact details and state the remedy sought. They may attach available supporting material. A missing screenshot or an incorrect legal description of a claim is not grounds for rejecting a complaint.
2. The provider will confirm the date the complaint was made, its content, the remedy requested and the customer's contact details. After assessing the complaint, it will communicate the outcome, how and when it was resolved or the reasons for rejection. The customer will provide the necessary reasonable assistance in a secure manner. An unfounded complaint does not in itself give rise to a charge. Paid diagnostics outside the agreed support require prior agreement on their price and scope.
3. For a business customer, the provider will remedy a defect within a reasonable period having regard to its seriousness. If the provider fails to remedy the defect within a further reasonable period, the customer may request a proportionate price reduction or, in the case of a material breach, terminate the affected supply. Where availability is impaired, the duration and impact of the outage will be taken into account. Statutory rights and any separate SLA are preserved.
4. Each party is liable for breaches of its obligations and will take reasonable steps to mitigate loss. The customer is responsible for the lawfulness of their own content and for their own decisions. The provider is responsible for the agreed service, the exercise of professional care and its suppliers to the extent provided by law. Using a cloud service or external platform does not in itself exclude the provider's liability.
5. Only where the customer is a business customer and is not the weaker party, the total compensation payable for loss caused by ordinary negligence in connection with a single event is

limited to the price of the affected service for 12 months or, for a shorter term, to its agreed annual equivalent. For a one-off project the limit is its total price. This limit does not apply to intentional acts, gross negligence, infringement of the inherent rights of a natural person or cases where the law does not permit a limit. It does not apply to rights arising from defects, refunds or statutory claims of data subjects under the GDPR. This limit does not apply to consumers.

Article XIV Termination of the contract and handover of data

1. The contract ends on expiry of a period without renewal, performance of a one-off obligation, by agreement, by valid withdrawal or by another contractual or statutory means. If a breach can be remedied, a reasonable additional period must first be allowed for it to be remedied, unless the law permits or requires a different procedure. Ending performance does not extinguish rights arising from defects, claims that have already arisen or provisions intended by their nature to survive termination.
2. The provider may give notice that it will not renew the subscription at the end of the paid period, at least 60 days before that period ends. Otherwise, the contract continues on its existing terms unless there is a specific statutory or contractual ground for termination. The provider will supply the service in full for any period duly paid for. If earlier termination is agreed at the provider's initiative, the provider will refund the price of the portion not supplied. A custom project that ends early will be settled according to the reason for termination and the work actually performed. Amounts paid are not automatically forfeited.
3. Ordinary cancellation of renewal does not entitle the customer to a refund for a period duly supplied. This rule does not apply to a justified complaint, withdrawal, termination for a reason attributable to the provider or where different mandatory rules apply. Termination does not in itself discharge obligations that have fallen due.
4. The customer may request an export of their own data while the service is active. When the service ends, exportable data will remain available for at least 30 calendar days. For switching under Article XIV(5), this period starts only after the transitional period ends. Throughout that period the provider will allow secure retrieval of the data, including after ordinary access has ended. Specific statutory rights to retrieve content and to personal data portability are not limited by this provision.
5. If the service falls within Chapter VI of Regulation (EU) 2023/2854 (Data Act), the customer may send notice to info@restime.app requesting a switch to another provider, a switch to their own infrastructure or termination with erasure of the data. The customer will specify the chosen course of action and the scope required. The period before switching begins will not exceed 2 months. The transitional period will not exceed 30 calendar days, subject to the exceptions in Article XIV(9). An annual subscription may not prevent the exercise of these rights.
6. During switching, the provider will give reasonable assistance, maintain the required continuity and security, and disclose known risks. It will not charge a separate fee for the standard export or mandatory assistance under this article, or impose a penalty for early termination when switching. The ordinary subscription is charged until the affected service ends. The provider will refund the unused prepaid portion on a pro rata basis within 14 days of termination. Development work beyond the mandatory assistance may be charged only under a separate agreement and must not be made a condition of the mandatory transfer.

7. The export includes exportable input and output data, content, files and related metadata created or co-created by the customer when using the service, as well as other digital assets to the extent required by law. Before the contract is concluded, the provider will make available and attach to the contract documents a product specification setting out all categories of exportable data, formats, procedures, technical limitations and a precise description of the internal categories excluded. Protection of rights or trade secrets must not be used to circumvent the mandatory scope of transfer.

8. Once switching is complete and the data retrieval period has expired, the provider will fully erase the relevant exportable data and digital assets. It will retain specific records required by law separately and solely for the legally prescribed purpose. For other forms of termination, the provider will follow the agreed instructions for return or erasure and the applicable mandatory rules. The product specification and the agreement under Article XII(4) will also address how backups are handled and the time limits that apply to them. The provider must allow the customer to exercise their right to retrieve the data before erasure.

9. If switching within 30 days is technically unfeasible, the provider will notify the customer within 14 working days of the request, substantiate the reasons and specify an alternative transitional period of no more than 7 months. The customer may extend the transitional period once by a period they consider more appropriate for their needs. The contract for the affected service ends when switching is successfully completed or, if termination without switching was requested, when the applicable notice period expires. The provider will inform the customer of termination. These rules apply within the scope of and subject to the conditions of the Data Act, which takes precedence in respect of mandatory rights.

Article XV Specific consumer protection provisions

1. This article applies where the customer concludes the contract as a consumer. In the event of a conflict, it takes precedence over the other provisions. The choice of Czech law does not deprive the consumer of protection under provisions of the law of the country of their habitual residence from which the parties may not depart by agreement, where the conditions for applying those provisions are met.

2. A consumer may withdraw from a distance contract without giving a reason within 14 days of its conclusion, unless a statutory exception applies. To meet the deadline, it is sufficient to send an unequivocal notice within that period to the email or postal address in Article I(2). The consumer may use Annex 1, but is not required to do so. If the consumer does not receive the information required by law, the period is extended by up to one year. If the information is subsequently provided during that time, the period expires 14 days after the consumer receives it. No penalty is charged for withdrawal.

3. The provider may start providing the service before the withdrawal period expires only at the consumer’s express request and after giving the relevant information. If the consumer subsequently withdraws, they pay only a proportionate amount for the service duly provided, and only if the statutory requirements for the request and the information have been met. Otherwise, the consumer does not owe that amount. For a time-based subscription, the amount is based on the proportion of the agreed period for which the service was provided. Activating a monthly or annual subscription does not in itself amount to full performance of the service.

4. For a paid service, the right of withdrawal expires only when the service has been fully performed, provided performance began with the consumer’s prior express consent and the consumer was

duly informed and acknowledged that they would lose the right upon full performance. The fact that a website or online store is custom-built does not automatically exclude withdrawal. Where digital content is supplied separately without a tangible medium, the right may expire when supply begins only if the consumer has given prior express consent, has been informed of and acknowledged the loss of the right, and has received the confirmation required by law. The applicable rules depend on what is actually supplied. Neither acceptance of the Terms nor payment replaces these separate expressions of the consumer's wishes.

5. The provider will refund payments due to be returned without undue delay and no later than 14 days after notice of withdrawal, using the same means of payment unless the consumer expressly agrees to a different method at no additional cost. The provider may deduct only a proportionate amount lawfully due under Article XV(3).

6. For a contract concluded through an online interface, the provider will make a prominent and easily accessible "Withdraw from contract" function available for as long as the right of withdrawal exists, from the date required by the applicable rules. Under Czech law, that date is 1 January 2027. The function will be available in the web interface through which the contract was concluded. The consumer will enter their name, information identifying the contract and an electronic contact address for confirmation, and submit the notice using "Confirm withdrawal". Without undue delay, the provider will confirm the content, date and time of submission on a durable medium, usually by email. The function does not limit the right to withdraw by email or letter.

7. The provider is responsible for ensuring that the digital content and digital service conform to the contract, agreed purpose, description, preview, usual characteristics and reasonable expectations, including functionality, compatibility and security. The provider is also responsible for incorrect integration carried out by it or resulting from faulty instructions. For continuous supply, it is liable for defects throughout the agreed period. For a one-off supply, the consumer may report a defect that existed at the time of supply and becomes apparent within 2 years. If it becomes apparent within 1 year, it is presumed to have existed at the time of supply. Statutory rules on the burden of proof and suspension of time limits remain unaffected.

8. The consumer may require the provider to remedy a defect free of charge, within a reasonable time and without significant inconvenience, unless the remedy is impossible or disproportionately costly. Where the statutory conditions are met, particularly if the defect is not remedied, recurs or is sufficiently serious, the consumer may request a proportionate price reduction or withdraw. The consumer may not withdraw for a minor defect in paid digital content or a paid digital service. The provider bears the burden of proving that the defect is minor. In the event of failure to supply, the consumer may withdraw after an unsuccessful request for supply or without such a request if the provider refuses to perform or an agreed essential time for performance has passed without delivery.

9. A complaint about digital content or a digital service will be resolved within a reasonable time having regard to the nature and purpose of the supply, including notification of the outcome. For other supplies to consumers, the statutory time limit of no more than 30 days applies unless a longer period is agreed with the consumer. If the period expires without resolution, the consumer may withdraw or request a price reduction under the statutory conditions. Any money due as a result of a price reduction or termination of the supply of digital content or a digital service will be paid no later than 14 days after the relevant right is exercised.

10. Updates necessary to maintain conformity of a digital service will be provided for the duration of the obligation. For a one-off digital supply, they will be provided for the period that can reasonably be expected. The provider will inform the consumer of any necessary installation and of the consequences of not installing the update. A modification under Article VII(3) that goes beyond maintaining conformity must not entail any additional cost. If the modification has more than a minor adverse impact on access or use, the consumer will be informed on a durable medium reasonably in advance and may terminate the contract free of charge within 30 days of receiving notice or the modification taking effect, whichever is later. This does not apply if the consumer can keep the unmodified digital content or service in conformity with the contract free of charge.

11. If a dispute cannot be resolved directly, the consumer may contact the Czech Trade Inspection Authority, ADR Department, Gorazdova 1969/24, 120 00 Praha 2, Czech Republic, website https://coi.gov.cz/informace-o-adr/, email adr@coi.gov.cz. An application may be filed within 1 year of the consumer first asserting the disputed right with the provider. This does not affect the right to bring the matter before a court or the jurisdiction of another competent statutory body.

12. After withdrawing, the consumer will stop using the digital content or service concerned. On request, the provider will, within a reasonable time and free of charge, make the content the consumer supplied or created available to them in a commonly used, machine-readable format to the extent required by law. Personal data will be handled in accordance with the GDPR. The more favourable rights under Article XIV are preserved.

Article XVI Governing law and final provisions

1. The contract and the rights and obligations arising from it, including the assessment and resolution of disputes, are governed by the law of the Czech Republic, in particular Act No. 89/2012 Coll., the Civil Code, as in force. Consumer protection under Article XV(1) is preserved.

2. The parties agree that the courts of the Czech Republic have jurisdiction over disputes arising out of or in connection with the contract between the provider and a customer acting in the course of business. Where an agreement on territorial jurisdiction is permitted, the parties agree that the court of first instance in whose district the provider has its registered office has territorial jurisdiction. Subject-matter jurisdiction is determined by law. This is without prejudice to rules on exclusive jurisdiction and other mandatory limits on such agreements. For a consumer, jurisdiction and venue are determined by mandatory law. This choice of court does not apply to the consumer or limit their right to bring proceedings before a court having jurisdiction under those rules. Article XV(11) governs out-of-court resolution of consumer disputes.

3. A new version of the Terms applies to new contracts. Rights and obligations under an existing contract may be changed by agreement or on another lawful basis. The provider will make any proposed change on renewal available at least 30 days in advance and ask the customer to accept it. Without acceptance, the original terms continue unless the contract is duly terminated. Publication of a change or silence on the customer’s part does not constitute acceptance.

4. Legal notices are delivered using the contact details in the contract. The parties will notify each other of changes to those details without undue delay. The effects of delivery are determined by law. The invalidity or ineffectiveness of a severable provision does not affect other provisions that can stand independently and does not give either party the right to impose a replacement obligation unilaterally.

5. Annex 1 forms part of these Terms. For online services, the product specification covering export and termination under Article XIV(7) will also be attached before the contract is concluded. The data processing agreement and any SLA are concluded separately. These Terms become valid and effective on 21 November 2026.

Annex 1 Model withdrawal form

Complete and send this form only if you wish to withdraw from the contract. Use of the form is optional.

To: JTL Tech Academy s.r.o., Zderadova 478/2, Trnitá, 602 00 Brno, Czech Republic, info@restime.app.

I hereby give notice that I withdraw from the contract for the supply of the following service or digital content:

Service name and plan: .....

Order number or other contract identifier: .....

Date the contract was concluded: .....

Consumer’s first name and surname: .....

Consumer’s address: .....

Contact email: .....

Date: .....

Consumer’s signature, only if submitted on paper: .....