

Terms and conditions

Modrá stužka is innovative solution for communication with friends and gift registry. It is the first gift registry in Czech and Slovak market. The vision of Modrá stužka is to enable people to receive gifts they really wish.

Website Modrá stužka is part of business activities of Lean Six Sigma Ltd., Olšanská 2829/4F, Prague 3,130 00, Czech Republic, established in the registry of Prague City court, Company ID - IČO: 07993145, DIČ: CZ07993145, which is not the VAT payer (hereinafter referred as “service provider”).

1. Opening provisions

- 1.1. Terms and conditions regulate the rights and obligations of users and visitors of the website of service provider located at www.modrastuzka.sk and www.modrastuzka.cz (hereinafter referred to as website) and all of its sub-pages, as well as other legal relations.
- 1.2. Any other relations not regulated by these terms and conditions are subject to the relevant provisions of Act no. 40/1964 Coll. of Civil Code and Act no. 250/2007 Coll. Consumer protection law of Slovak republic. Any disputes arising are governed by the law of Slovak republic and will be resolved by local court of Slovak republic. The original version of the privacy policy is the Slovak version, which will may be legally uphold in court.
- 1.3. The website is a platform for communication of registered users with their chosen visitors, it is not a store with wedding gifts.
- 1.4. The terms and conditions will be using following terms, which meaning is clearly defined and irreplaceable:
 - 1.4.1. **User** – the visitor of the website, who registers to use the services of Modrá stužka
 - 1.4.2. **Event** – creation of personalized website dedicated to certain event, e.g. wedding, to which the user may use the services of Modrá stužka. The event will be represented by a link, which is created after registration.
 - 1.4.3. **Event guest** – is a person, who the user shared the link to the event e.g. wedding with, as well as functionalities which are connected to the event.
 - 1.4.4. **TaC** – Terms and conditions used on the website.

2. Registration

Website provides the visitors the option to register to use the services of Modrá stužka via the registration form, where one has to fill out the mandatory information (name, surname and email). The information must be true and complete, otherwise the account may be canceled without compensation. With the registration is the user profile created. The log in information must be kept in secret. Our company doesn't take responsibility for misuse of the account by a third party. Changes in personal information and password may be changed in the user profile. Registration is for free. With registration, the user automatically accepts the TaC.

3. Provision of services

After registration, the user creates and manages the event (wedding). Functionalities are available in two version. Free and premium. For the premium package, one has to pay via secured payment gateway on the website. After the payment of 16 EUR or 499 CZK, the functionalities from the package will be enabled. The validity of the package is one year from

the payment. Before the validity termination, the user will be notified via the email provided in registration and will have the possibility to prolong it. When the user is creating the account, he also creates the wording of the link to the event, which he can share with the event guests. Link begins with www.modrastuzka.sk/ or www.modrastuzka.cz/. In the case that the wording of your choice is already taken, the service provider suggests you a different one, to prevent the exchange of two different events. The privacy of the event – public or private – is set by the user, not the service provider. In case of private event, the user creates a password to the event as well. The user shares a link and a password to the event with the event guests. The event guests must not share or distribute the link and/or password without the permission of the user and are obligated to keep the information in secret. The service provider is not responsible for any misuse of the link and/or password by third parties. The user may change the password to the event within the validity period of the event. The event guests may use the functionalities of Modrá stužka, which are chosen by the user.

4. Gifts and payment

- 4.1. The functionality “We wish” allows the user to create gift registry with their desired gifts (wedding gifts). All provided information are managed by the user, not by third parties and represent their desire and wishes. The gift registry may be within the validity of the event edited; gifts may be added by the user. The user provides complete and valid information of their bank account, to which the event guests may send money. By this, the user accepts the fact, that the account information will be shown to the event guests. The bank account info may not be changed nor edited by event guests, nor the service provider. The event guests decide by themselves to which of the gifts they want to contribute. The event guest is obliged to state truthfully their full name, email and the contribution amount. After, they receive the account information on their email (account number, IBAN, SWIFT and QR code). The event visitor sends the financial contribution directly to the user account. The financial funds do not go through the service provider account and the service provider does not change any fee nor percentage from the sent financial funds from the event guests.
- 4.2. The service provider is not responsible for transfer of any financial funds, nor correct receive of the user.
- 4.3. The service provider is not responsible for usage of financial funds through this website by the user.

5. Non-discrimination policy

Online behavior requires common sense and elementary etiquette. We provide some rules to follow as a condition of accessing our website:

- 5.1. No strong, vulgar or otherwise harmful language.
- 5.2. No racially, ethnically or otherwise objectionable language.
- 5.3. No libelous, defamatory or otherwise tortuous language.
- 5.4. No impersonating any person, including, but not limited to, other community members, or employees of Modrá stužka.
- 5.5. No posting, distributing, transmitting or promoting illegal content.
- 5.6. No invasion of another’s privacy.
- 5.7. No actions harmful to minors.
- 5.8. No posting, providing, transmitting or otherwise making available any information that you do not have a right to make available.
- 5.9. No posting, uploading, e-mailing, or otherwise transmitting any material that contains any malicious computer code (spam, spyware, viruses, etc.)

6. Copyrights

- 6.1. By sharing, posting or uploading intellectual property content (such as photos or videos) on or connected to our service, you grant us a non-exclusive, royalty-free, portable, sublicensable, worldwide license to access, use, distribute, modify, run copy, publicly perform or display and translate your content and create work derived from it.
- 6.2. You may terminate the license at any time by deleting your content or account or by sending us a written termination of consent to the email of service provider.
- 6.3. The service provider holds no responsibility for any content uploaded by users nor any copyright infringement by the user.
- 6.4. Copyright, licenses and their use are subject to Act No. Coll.185/2015 Copyright law.

7. Termination

- 7.1. According to applicable Act No. 250/2007 Consumer Protection Act, it is possible to terminate the contract within 14 calendar days from the concluding of contract for the provision of services – payment in the case that no services on the website were used.
- 7.2. In the event of termination of the contract, the service provider is obliged to return the payment within 14 calendar days from the day when he learned of the user's termination from the contract.

8. Complaints

- 8.1. The user is entitled to file a complaint about defects of access to the premium functionalities by the service provider within 24 hours from the day of occurrence of the defect, via e-mail address.
- 8.2. The user is obliged to specify exactly what the claimed defect is and at the same time provide the time frame, during which the defect occurred.
- 8.3. The user's complaint considers justified, if the system fails and the user does not have any access to the premium service for more than 48 consecutive hours.
- 8.4. In case that the complaint is in accordance with 8.3., the service provider provides the user a discount in the form of extension of the access to premium services for a period during which the user did not have access to the premium services due to defects. The service provider is obliged to inform the user about handling the complaint according to previous sentence.
- 8.5. Complaints and the procedure of complaints is governed by Act no. 250/2007 Coll. Consumer Protection Act and Act no. 40/1964 Coll. Civil Code.

9. Various

- 9.1. The validity period for premium functionalities is one year from the day of fee payment. The period of premium functionalities may be prolonged within the period of 30 calendar days after the termination of premium functionalities. Afterwards the event will be deleted. Registration of the user stays valid with free functionalities.
- 9.2. Upload of external links to the website are allowed, but the service provider takes no responsibility.
- 9.3. The service provider reserves a right to short-term restriction or interruption of the functionality of the profile or website due to maintenance, repair or improvement of service quality. The users will be notified about the possible restriction in advance.

10. Contact information

Feel free to contact us anytime via info@modrastuzka.cz, where we are ready to answer all your questions. Possibly, you can also call us on +420 776 626 572 from 9 a.m. to 4 p.m. from Monday to Friday, excluding state holidays.

11. Closing provisions

- 11.1. All legal relations arising in connection with the website are governed by the Slovak Republic law, regardless of where the access to the website was made from.
- 11.2. In case that some provision of TaC becomes irrelevant or ineffective, new provision will take place and replace it. Termination of one provision does not affect the validity of the rest of TaC. The invalidity or ineffectiveness of a provision in relation to a particular entity, or group of entities shall not affect the validity of the provision in relation to other entities.
- 11.3. The publishing of TaC on the website is considered a written form in accordance to the Act on Business conditions.
- 11.4. The service provider reserves the right to change the TaC without giving a reason. However, the users will be notified about any change 10 days prior to the change itself.