

**GENERAL TERMS AND CONDITIONS of JUMPING FITNESS, s.r.o. – JUMPING TRAINING**  
(hereinafter as the “TCs”)

**1. Definitions of Terms**

- 1.1 “**Provider**” shall mean the company JUMPING FITNESS, s.r.o., Company Reg. No.: 28135466, with registered office at Bílková 861/14, Staré Město, 110 00 Praha 1, registered with the Municipal Court in Prague, section C, file no. 255845.
- 1.2 “**Instructor**” shall mean the other party which intends to take part in the JUMPING Training organized by the Provider and to pay the agreed price to the Provider for the JUMPING Training. The Instructor undertakes to inform the Provider about any changes concerning its address, registered seat or other invoice data.
- 1.3 “**Order**” shall mean an order made by the Instructor and confirmed by the Provider, based on which the Provider and the Instructor shall conclude a contract the subject of which shall be participation in the JUMPING Training and resulting use of the Know-how. If the Contract is concluded electronically, the Order shall mean the Provider’s electronic order form.
- 1.4 “**Contract**” shall mean a contract concerning participation in the JUMPING training and resulting use of the Know-how concluded between the Provider and the Instructor in the form of an Order under the conditions set forth herein. When the Contract is concluded by distance means, the Contract shall be deemed concluded once the Order is confirmed by the Provider. When the Contract is concluded electronically, the Contract shall be deemed concluded when these TCs are confirmed and an electronic Order is sent to the Provider that shall confirm the Order by e-mail in return. Any amendment to the Contract shall be confirmed by the Provider and the Instructor in writing in compliance with these TCs. Otherwise the amendment shall not be valid. A sample of the electronic order form is included in the annex to these TCs.
- 1.5 “**JUMPING training**” shall mean educational fitness training, focused on the JUMPING fitness programme (fitness programme using trampolines, accompanied by music) held by the Provider who shall hand the Instructor, after successful completion of the training course, a diploma confirming completion of the training.
- 1.6 “**JUMPING Fitness Training programme**” shall mean the original JUMPING Fitness Training programme using the trampolines, established in 2001 by its founders, Mgr. Jana Svobodová and Mgr. Tomáš Buriánek, as presented on the website [www.jumping-fitness.com](http://www.jumping-fitness.com).
- 1.7 “**Know - how**” shall mean the JUMPING Fitness Training programme consisting in unique and consistent exercise elements on trampolines, accompanied by music, and certain original literary (especially the JUMPING Training guidebook), dramatic, musical, artistic and other work within the meaning of the Czech Copyright Act and the Berne Convention used in relation to Trademarks and the JUMPING Fitness Training programme.
- 1.8 “**Trademark**” shall mean certain word, graphical or combined trademarks a/or designation of services which are owned or used by the Provider or a person connected with the Provider as on the effective date of this Contract.

**2. Introductory Provisions**

- 2.1 These TCs shall govern the rights and obligations of the Instructor and the Provider in relation to the JUMPING Training.
- 2.2 By making an Order, the Instructor confirms that it has been familiarized and agrees with these TCs.
- 2.3 If the Contract cannot be concluded because the selected JUMPING Training is fully booked up, the Provider shall notify the Instructor and cancel or update the Order as agreed with the Instructor.
- 2.4 The relationship between the Provider and the Instructor shall be governed by the laws of the Czech Republic, particularly by Act no. 89/2012 Coll., Civil Code (hereinafter as the “**Civil Code**”).

**3. Price and Payment Terms**

- 3.1 Unless otherwise stipulated in the Contract, the Instructor shall pay the price for the JUMPING Training based on an invoice issued by the Provider and within the due date indicated in the invoice, however no later than by the date when the JUMPING Training is held. The Provider shall issue the invoices before the JUMPING Training takes place, unless otherwise agreed by the Parties in writing. Invoices shall be issued in accordance with Act no. 235/2004 Coll., on value added tax, and Act no. 563/1991 Coll., on accounting, as amended.
- 3.2 Should the Instructor be in default of payment of the price for the JUMPING Training, as specified in the Contract, the Instructor shall be obliged to pay to the Provider interest on late payment equalling 0.1% of the amount due for each commenced day of delay. Entitlement to interest on late payment shall be without prejudice to entitlement to compensation for damage, even if it exceeds the value of interest on late payment.

- 3.3 Payments shall be made as specified by the Provider, preferably by credit transfer to a bank account specified by the Provider in advance.

**4. Term of the Contract**

- 4.1 The Parties conclude the Contract for a fixed period of time, namely for 12 months from the conclusion of the Contract.
- 4.2 The Parties agree that the term of the Contract shall be automatically extended by one year under the conditions set forth herein if any of the Parties fails to deliver to the other Party a written request for termination of the Contract as on the date of termination of the Contract no later than within three months before the expiry of the agreed term of the Contract. Repeated renewal of the Contract shall be possible.

**5. Rights and Obligations of the Instructor**

- 5.1 The Instructor shall be entitled to use the Know-how only within the scope stipulated by the Contract.
- 5.2 The Instructor shall be entitled to use the Know-how for the purposes of giving JUMPING lessons, as an instructor working in a fitness studio providing the JUMPING Fitness Training programme, for the duration of the Contract. The Parties explicitly acknowledge that when this Contract is terminated, the Instructor shall no longer be entitled to use the Know-how, i.e. particularly to give JUMPING Fitness Training lessons.
- 5.3 The Instructor shall be obliged to use the Know-how only in connection with trampolines approved by the Provider in writing. If the Trampolines are delivered by the Provider, they shall be deemed approved.
- 5.4 The Instructor shall not be entitled to carry out the JUMPING Training itself and it shall use so called master trainers provided by the Provider for this purpose.
- 5.5 The Instructor shall be obliged to allow the Provider, or a person authorized by the Provider, to check the use of the Know-how.
- 5.6 The Instructor shall be obliged to use the Know-how only in compliance with the principles of use which are specified in the guidebook provided during the JUMPING Training.
- 5.7 To promote the Know-how, the Instructor shall be obliged to use only advertising materials approved by the Provider in writing. When advertising materials are delivered by the Provider, they shall be deemed approved.
- 5.8 The Instructor shall act in such a way so as not to damage the reputation of the Provider’s Know-how, Trademark or goods, or that of a Provider’s close person, or a person connected with or persons acting in accord with the Provider. The Instructor shall not act contrary to the Provider’s interests.
- 5.9 For the duration of the Contract, the Instructor shall be obliged to promote only the Provider’s products in connection with the Know-how.
- 5.10 The Instructor shall use the Know-how in such a way so as not to damage the prestige and good name of the JUMPING Fitness Training programme and/or of the Provider.
- 5.11 The Instructor and persons close to the Instructor shall not be entitled to use or register any mark which is identical to or interchangeable with the Provider’s Trademark, or a mark that might promote a programme which is interchangeable with the JUMPING training programme. This obligation shall apply for the duration of this Contract as well as for a period of five (5) years after its termination.
- 5.12 For five (5) years after termination of this Contract, the Instructor and persons close to the Instructor shall not be entitled to carry out any activity which is identical or interchangeable with the Know-how, as specified in this Contract, or otherwise related to the Contract.
- 5.13 The Instructor and persons close to the Instructor shall not be entitled to reveal any information or knowledge acquired from the Provider’s documents they receive or through the JUMPING Training. In particular, the Instructor shall not be entitled to transmit written Know-how (the guidebook provided during the JUMPING Training) or audio-visual Know-how to third persons.
- 5.14 The Instructor and persons close to the Instructor undertake not to conclude any other Contract the content of which might have an impact on fulfilment of this Contract. They also undertake not to conclude any other contract the content of which is similar to the content of this Contract. The Instructor undertakes that for the duration of this Contract, it shall not conclude any other contract similar to this one.
- 5.15 The Instructor shall not use (for profit or otherwise) the Trademark or Know-how in a way other than what is allowed herein. In particular, the Instructor shall not be entitled to use the Know-how in connection with other services or other goods (e.g. nutrition, supplements, clothes, etc.).

- 5.16 The Instructor shall not be entitled to assign the rights and obligations hereunder, or a part thereof, to a third party. The Instructor shall not be entitled to grant a sub-licence to any of the rights under this Contract.
- 5.17 The Instructor shall be obliged to offer the JUMPING Fitness Training programme in compliance with the provisions and requirements stipulated in the JUMPING Training guidebook, i.e. on trampolines marked with the sign JUMPING, as approved in writing by the Provider. By concluding this Contract, the Instructor confirms that it received the JUMPING Training guidebook from the Provider during the JUMPING Training.

#### **6. Termination of the Contract**

- 6.1 If the Contract is concluded by distance means within the meaning of sec. 1820 et seq. of the Civil Code, the Instructor, being the consumer, shall be entitled to withdraw from the Contract without giving a reason, however no later than before the date the JUMPING Training is held.
- 6.2 The possibility to withdraw from the Contract cannot be understood as a possibility to take part in the JUMPING Training free of charge.
- 6.3 Within 14 days of withdrawal from the Contract, the Instructor, being the consumer, shall be obliged to return to the Provider all the Know-how it received in a physical form from the Provider.
- 6.4 The cost of returning the Know-how shall be borne by the Instructor.
- 6.5 If the JUMPING Training does not take place, the Provider shall be obliged to return to the Instructor the full price of the JUMPING Training no later than within 14 days of the moment the Provider receives a notice of withdrawal from the Contract and the payment shall be made in the same way which was originally used by the Instructor, or in another way as agreed by the Parties.
- 6.6 The Instructor may also withdraw from the Contract electronically (by e-mail). To withdraw from the Contract, the Instructor may use the template in accordance with Government Regulation no. 363/2013 Coll.
- 6.7 The Provider shall be entitled to withdraw from this Contract without a notice period, taking effect as on the date the notice is delivered, should any of the Instructor's obligations stipulated in sec. 5 hereof be breached (hereinafter as "Early termination of the Contract").
- 6.8 In the event of an Early termination of the Contract by the Provider due to a breach of the Instructor's obligations hereunder, the Instructor shall be obliged to pay any and all costs connected with such early termination of the Contract.
- 6.9 The Instructor shall be obliged to pay to the Provider a contractual penalty equalling EUR 4,000 (in words: four thousand euros) should the Instructor breach any obligation stipulated in sec. 5 hereof which would lead to an Early termination of the Contract by the Provider in accordance with this Contract.
- 6.10 Upon expiry of the term of the Contract, the Instructor shall be obliged to return to the Provider all the Know-how it received.

#### **7. Final Provisions**

- 7.1 The Instructor gives consent to the Provider to collect and archive personal data about the Instructor. Such data may be processed solely in accordance with statutory procedures, as stipulated below.
- 7.2 Instructor's data shall be stored in accordance with applicable laws of the Czech Republic, particularly Act no. 101/2000 Coll., on the protection of personal data. Any data obtained from the Instructor shall be used by the Provider only for internal purposes of the company and for enhancement of its services. External suppliers are an exception and they shall be provided with the Instructor's data to a minimum extent which is necessary for trouble-free implementation of the JUMPING Training.
- 7.3 The Instructor agrees that it can be sent information connected with the Provider's goods, services or business to the Instructor's e-mail or postal address and that it can be sent the Provider's commercial messages to the Instructor's e-mail or postal address.
- 7.4 The Instructor agrees that so called "cookies" will be stored on its computer. If a purchase on the website can be made and the Provider's obligations can be fulfilled without having to store "cookies" on the Instructor's computer, the Instructor may revoke the consent given in the previous sentence at any time.
- 7.5 The Instructor shall be entitled to complain with a supervisory body or with a state supervision body, such as the Czech Trade Inspection Authority, relevant trade office and, in connection with the protection of personal data, also with the Office for Personal Data Protection.
- 7.6 These TCs might vary in case of other contracts concluded in the future. This shall be without prejudice to this Contract.
- 7.7 The provisions of these TCs shall govern the rights and obligations of the Provider and the Instructor unless otherwise agreed in the relevant Contract and confirmed in the Order.

- 7.8 If in a specific Contract the Provider and the Instructor agree on terms and conditions which differ from the terms and conditions stipulated herein, these TCs shall apply only subsidiarily. The Instructor's terms and conditions, if any, shall apply only if the Provider gives its explicit written consent to them when concluding the Contract. If the Instructor's terms and conditions stipulate that the application of these TCs shall be subject to the Instructor's explicit written consent, the conflict provisions of sec. 1751, par. 2, of the Civil Code shall apply.
- 7.9 The terms "written notification", "written consent", etc. in these TCs shall mean notification, consent, etc. made in writing and signed, or sent by e-mail. If a notification is sent from an e-mail address communicated by the Instructor, the Instructor may not make any claim connected with abuse of the e-mail address. If it is not possible to prove that a written notification, consent, etc. was delivered, it shall be deemed delivered on the third business day of their demonstrable dispatch.
- 7.10 If any obligation or provision arising from the Contract is or becomes invalid, unenforceable and/or ostensible, such invalidity, unenforceability and/or ostensible character shall be without prejudice to the other provisions. The Parties shall replace such an invalid, unenforceable and/or ostensible obligation with an obligation which corresponds with the original, severed obligation to the maximum extent possible.
- 7.11 Any Contract concluded may only be amended by written addenda approved by the Provider and the Instructor.
- 7.12 Any disputes arising from this Contract and/or in connection with it shall be settled with final validity by relevant courts of the Czech Republic and the jurisdiction shall be determined based on legal regulations of the Czech Republic.

**Annex no. 1 – A Sample of the Electronic Order Form**

## 1 Shipping Details

\*Email for order confirmation

\*First Name

\*Last Name

\*Address

\*City

\*Country


\*Zip / Postal Code


\*Phone

Continue

### Order Summary (1)

[Edit Cart](#)

	JUMPING® FUSION Italy	€320.00
	Qty: 1	
	<a href="#">+More Details</a>	

 [Enter a promo code](#)

Items	€320.00
Shipping	Free
VAT	€0.00
<b>Total</b>	<b>€320.00</b>

