

Terms & Conditions

Terms & Conditions of the internet store www.robstark.cz, where the legal entity is: RobStark s.r.o., based Vítkova 241/10, 186 00 Prague 8 – Karlín, IČO: 08956499, entered in the Commercial Register at the Municipal Court in Prague, Section C, 328198, that is a payer of VAT.

I.

INTRODUCTORY PROVISIONS

1. These terms and conditions (hereinafter referred to as "terms and conditions") of the web operator www.robstark.cz (hereinafter referred to as the "operator") is regulated by the provisions § 1751 par. 1, § 1746 et seq. Act No. 89/2012 Coll., the Civil Code (hereinafter "Civil Code") reciprocal rights and obligations of the parties arising in connection with or based on a contract (hereinafter referred to as the "contract") concluded between the operator and the physical contract person (hereinafter referred to as "user") through the website operator. The internet store is operated by the operator on a website set up on the website www.robstark.cz (hereinafter referred to as the "website"), through a web interface (hereinafter referred to as the "Store Web Interface").
2. The subject of the operated trade is the provision of services in the form of providing selected sports analyses and tips of sports results to registered users or one-time users without registration, for the price set for each service.
3. The provisions of the business conditions are an integral part of the concluded contract, both in the English language.
4. The wording of the terms and conditions may be amended or supplemented by the operator. This provision does not affect the rights and obligations arising during the period of validity of the previous version of the terms and conditions.

II.

USER ACCOUNT

1. The wording of the terms and conditions may be amended or supplemented by the operator. This provision does not affect the rights and obligations arising during the period of validity of the previous version of the terms and conditions.
2. Only a person over the age of 18, who is fully independent in the sense of the Civil Code, is entitled to register in this online store.
3. When signing up on the website and when ordering online store services, the user is obliged to state all required data correctly and truthfully. The user is obliged to update the data specified in the user account whenever they change. The data provided by the user in the user account and when ordering services are considered correct by the operator.
4. The operator is entitled to refuse registration in case the user uses duplicate or incomplete data. The same authorization applies to the registration of a person with whom the operator has terminated the contract due to its serious breach (especially the misuse of the services provided).

5. Access to the user account is secured by username and password. The user is obliged to maintain confidentiality regarding the information necessary to access his user account.
6. The user is not entitled to allow the use of the user account by third parties.
7. The operator may withdraw from the contract and cancel the user account if the user violates its obligations under the contract and business conditions.
8. The user acknowledges that the user account may not be available all the time, especially concerning the necessary maintenance of the hardware and software equipment of the operator, or necessary maintenance of third-party hardware and software.

III.

SERVICE AND PRICE INFORMATION

1. The web interface of the store contains information about the services provided. Prices of services are given as a whole. The operator is a VAT payer. The prices of the services remain valid as long as they are displayed in the web interface. This provision does not limit the operator's ability to enter into a contract under individually agreed conditions.
2. To order the service, the user either signs up to set up a user account, which he further manages in the web interface, or orders a one-time service through a cart without the need for signing up.
3. Before sending the registration or order to the operator, the user is allowed to check and change the data he has entered, even concerning the user's ability to detect and correct errors made when entering data into the registration (order). After checking the specified data, it sends the data to the operator with the "Finish" button. Immediately after receiving the registration (order), the operator will confirm this receipt to the user by email to the user's email address specified in the user account or in the order (hereinafter referred to as the "user's email address").
4. The contractual relationship between the operator and the user begins with the acceptance of the order, which is sent by the operator's e-mail to the user's e-mail address.

IV.

PAYMENT TERMS

1. The service is paid before the actual providing of the service. The user can pay it to the operator in the following ways:
 - cashless transfer to the operator's account,
 - online GoPay/PayU internet payment according to the conditions of the GoPay/PayU payment gateway.

2. The operator may specify for some of the services provided only one of the following payment methods referred to in paragraph 1. Such determination shall be indicated for each service and obvious to the user before the registration (order) is made.

V.

CONTRACT WITHDRAWAL

1. By the provisions of Section 1829 (1) of the Civil Code, the user has the right to withdraw from the contract within fourteen (14) days of concluding the contract. Withdrawal from the contract must be sent to the operator within the period specified in the previous sentence. Withdrawal from the contract can be sent by the user to the address of the operator's registered office or the operator's email address info@robstark.cz
2. If the user withdraws from the contract, on the basis of which he has already received with his express consent part of the performance before the expiry of the 14-day withdrawal period, the operator is entitled to a proportional part of the agreed price for performance provided by the time of withdrawal.
3. The Operator expressly informs the user that the user may not withdraw from the Contract if the agreed service has been fully performed with his prior express consent before the expiry of the 14-day withdrawal period.
4. By checking the approval before completing the registration (order), you will give your consent to the provision of the service before the expiry of the 14-day withdrawal period.
5. In the event of withdrawal from the contract under Article V, paragraph 1, 2 of the Terms and Conditions, the operator shall return the funds received from the user within fourteen (14) days of withdrawal from the contract, in the same way as the operator received them from the user. If the contract has already been performed within the meaning of paragraph 2, the operator shall return the price to the user reduced by the provided performance.
6. Fulfilment of the ordered membership means the provision of at least 14 tips by the operator. If the operator provides the user with 14 tips, this means that the performance is fulfilled and more tips are beyond the performance.

VI.

OTHER RIGHTS AND OBLIGATIONS

The operator does not provide any guarantee for the services provided. The services provided are based on analyses and estimates, the future development of which is influenced by several factors beyond the operator's control.

The provided services are informative and it is entirely the responsibility of the user to use them.

The user undertakes to use the obtained information only for his personal use, not to further disseminate, make available, or otherwise provide it to third parties, even free of charge. Likewise, the user is not entitled to provide third parties with access data to their user account.

In the event of a breach of the obligations set out in the paragraph, the user is obliged to pay the operator, at his request, a contractual penalty of CZK 100,000 for each case.

The user undertakes not to publish the provided tips, analyses, tickets without the consent of the operator, not even retrospectively. For such publication, the user is obliged to pay the operator, at his request, a contractual penalty of CZK 100,000 for each case.

The user and the operator are entitled to terminate the contract without giving a reason with a one-month notice period, which runs from the first day of the month following the month in which the notice was delivered to the other party.

In the event of indecent behaviour or expression of the user on social networks or in communication, the operator has the right to terminate the membership without compensation.

It is possible to cancel the subscription for the following period during the active membership in the client section.

The Ministry of Finance warns: Participation in gambling can lead to addiction.

VII.

DELIVERY

1. The Contracting Parties may send all written correspondence to each other by electronic mail.
2. The user delivers correspondence to the operator to the email address specified in these terms and conditions. The operator delivers correspondence to the user to the email address specified in his customer account or in the order.

VIII.

COSTS OF USE OF REMOTE COMMUNICATIONS

The user agrees to the use of means of distance communication when concluding the contract. The costs incurred by the user in the use of means of distance communication in connection with the conclusion of the contract (costs of internet connection, costs of telephone calls) are paid by the user himself.

IX.

PRIVACY POLICY

The Operator proceeds with the handling of personal data by Act No. 110/2019 Coll., On the processing of personal data, and by Regulation (EU) 2016/679, on the protection of individuals about the processing of personal data and the free movement of such data and repealing Directive 95/46 / EC (hereinafter referred to as the "GDPR Regulation"). You will find a more detailed adjustment in the Principles of Processing and Protection of Personal Data.

X.

FINAL PROVISIONS

1. If the relationship established by the contract contains an international (foreign) element, then the parties agree that the relationship is governed by Czech law. This does not affect the consumer's rights under generally binding legislation.
2. Relationships and any disputes that may arise based on the contract will be resolved exclusively by the law of the Czech Republic and will be resolved by the competent courts of the Czech Republic.
3. If any provision of the Terms and Conditions is or becomes invalid or ineffective, the invalid provision shall be replaced by a provision whose meaning is as close as possible to the invalid provision. The invalidity or ineffectiveness of one provision shall not affect the validity of the other provisions.
4. The operator is not responsible for errors caused by third party interventions in the online store or as a result of its use contrary to its purpose. When using the online store, the user may not use procedures that could adversely affect its operation and must not perform any activity that could allow him or third parties to interfere or use the software or other components that make up the online store and use the online store, or its parts or software in such a way that would be contrary to its purpose or purpose.
5. The user hereby assumes the risk of a change of circumstances in the sense of § 1765 paragraph 2 of the Civil Code.
6. The contract, including the business conditions, is archived by the operator in electronic form and is not accessible.
7. Operator contact details: delivery address: Vítkova 241/10, Praha 8, 18600, email address: info@robstark.cz, phone number: +420775942443

These terms and conditions are valid from 1.11.2020