

# **General and Payment Terms and Conditions of Super Noty, s.r.o.**

The Supernoty.cz online shop is operated by the company Super Noty, s.r.o.

Registered office: Janáčkovo nábřeží 1153/13, Smíchov, 150 00 Praha 5

Company ID number: 045 68 672

Tax ID number: CZ045 68 672

Incorporation: Municipal Court in Prague, Section C, Insert 249477

Bank details: 266199213/0300

Contact details: info@supernoty.cz

(hereinafter also referred to as the “Seller”)

## **1. Preamble**

1. Super Noty, s.r.o., advocates and promotes full copyright protection of musical works, incl. lyrics thereof, and calls for respect of the artists’ and creators’ rights to the protection of their work. Authors and the company Super Noty, s.r.o. made a considerable effort to make musical works accessible for the general public and make them a helpful tool for private, pedagogical, educational and research purposes.
2. We kindly ask you to show respect to artistic works and help us grant authors and composers the fundamental right to remuneration for honestly performed work. You select certain composers and their compositions because you like them. The composers and their compositions selected by you improve the quality and enrich your lives; they bring new values to your lives, even if it is only sheer joy of playing music. By purchasing a composition you make a contribution, according to clear and transparent rules, to composers, authors, arrangers, students and senior citizens who help us transcribe the notes. You can be sure that no one will get rich doing this job; this is not our goal, either. The prices of the musical notation offered in our web store reflect our efforts, while being affordable. If it was not the case, our Supermusicnotes web store will always offer a sufficiently wide set of compositions to download for free. Thank you for your understanding and for respect for authors and arrangers.

## **2. Introductory provisions**

1. The General and Payment Terms and Conditions are valid for purchases in web stores at [www.supernoty.cz](http://www.supernoty.cz), [www.supernoty.sk](http://www.supernoty.sk) and [www.supermusicnotes.com](http://www.supermusicnotes.com) (hereinafter only referred to as the „**Supermusicnotes**“). The General and Payment Terms and Conditions define and specify the rights and obligations of the web store operator, which is also the seller, and also the rights and obligations of the buyer (consumer).

2. Contractual relations of both parties are concluded pursuant to the laws of the Czech Republic, in particular by Act No. 89/2012 Sb., Civil Code, as amended, and Act No. 634/1992 Sb., on Consumer Protection, as amended.
3. The present General and Payment Terms and Conditions are available on the website of the Supermusicnotes web store. The buyers are entitled to archive them for their own needs.

### **3. General provisions**

1. Purchases in the Supermusicnotes may not be carried out without the customer's agreement with the present General and Payment Terms and Conditions. It is in the customer's interest to read the present General and Payment Terms and Conditions prior to the first purchase. By purchasing a product, the customer agrees to and accepts the present General and Payment Terms and Conditions and confirms that it has read them carefully.
2. The seller is a legal entity, i.e. the limited liability company Super Noty, s.r.o. which, directly or through other commercial entities, provides digital content to customers in the area of acquiring electronic (digital) musical notations in PDF (Adobe Acrobat) or Sibelius (Avid) format. Musical notations are by their nature digital content which is not delivered on a tangible medium.
3. The customers of the Supermusicnotes web store operated by the Seller include buyers – consumers and buyers – commercial entities. The conditions of the transactions between the Seller and commercial entities will be agreed on a case-by-case basis outside the scope of the present General and Payment Terms and Conditions.
4. The buyer – consumer is every person who, outside their trade or profession, enters into a business-to-consumer transaction or concludes a business-to-consumer contract.
5. The buyer – commercial entity is a buyer who purchases digital content (musical notation) for the purposes of its business with such digital content (musical notations). Business-to-business transactions will not be regulated by special provisions on the sale of goods in the web store. In case of a business-to-business transaction, i.e. if a commercial entity is interested in buying digital content (musical notation) for the purposes of its business, such digital content will be provided by the Seller under a separate agreement concluded between such commercial entity and the Seller.

### **4. Conclusion of purchase contracts**

1. Purchase contracts will be concluded in Czech or Slovak language.

2. The presentation of the services and the goods available on the web interface of the Supermusicnotes web store is merely informative. The Seller is not obliged to conclude a purchase contract with respect to such goods or services. The provisions of Section 1732 (2) of the Civil Code shall not be applied.
3. Purchase contracts are concluded exclusively in electronic form or by e-mail. In order to create an order, the web interface of the Supermusicnotes web store offers an order form which contains editable fields to indicate significant details which constitutes the content of the intended purchase contract, such as the specifications of the digital content required, purchase price and applicable fees. Such order form must be filled in and checked by the buyer, and if the buyer agrees with the information contained therein, the buyer sends such order form to the Seller. The buyer acknowledges that a purchase contract is not concluded upon sending the buyer's order to the Seller but at the time when the buyer's order is confirmed by the Seller. The confirmation of the order means sending an acceptance notice containing, *inter alia*, the summary of the order to allow the buyer to check the order and payment details (bank account number, variable symbol), to the e-mail address indicated in the order form by the buyer. The buyer may check such confirmed order in terms of its scope, content, purchase price; if such order confirmation is different from the order sent by the buyer and the reason for such difference is not apparent directly from the order confirmation (such as temporary unavailability of the digital content, etc.), the buyer is entitled to request explanation from the Seller and/or to cancel the order.
4. Order confirmation by the Seller establishes mutual rights and obligations between the buyer and the Seller which are set forth in the order and order confirmation, the present General and Payment Terms and Conditions and applicable legal provisions. The conclusion of a purchase contract without negotiating all the formal elements thereof stipulated by the Civil Code is excluded within the meaning of the provisions of Section 1726 of the Civil Code. Furthermore, pursuant to the provision of Section 1740 (3) of the Civil Code, the Seller excludes acceptance of an offer with an amendment or variation.
5. Upon concluding a purchase contract, the buyer confirms that he/she has read, understands and agrees with the present General and Payment Terms and Conditions. The present General and Payment Terms and Conditions form an integral part of the purchase contract concluded (order and order confirmation). Orders and order confirmations may be made in Czech and Slovak languages.
6. The costs of means of communication at a distance (internet connection costs) incurred in connection with placing the order depend on the ordinary rate and tariff of the buyer's telecommunication services provider. Such costs will be fully borne by the buyer.
7. By sending the order, the buyer gives an express consent that the Seller may perform the contract before the expiry of the time limit for withdrawal from the contract within the meaning of the provision of Section 1837 letter l) of the Civil Code.

## **5. Copyright protection**

1. The buyer is obliged to respect the conditions of copyright protection of digital content (musical notations) provided by the Supermusicnotes web store. Any and all digital content (musical notations) offered by the Supermusicnotes web store is subject to copyright protection within the meaning of Act No. 121/2000 Sb. (Coll.), on Copyright, Rights related to Copyright and on the Amendment of Certain Laws (the Copyright Act), as amended.
2. The buyer undertakes not to dispose of the digital content (musical notations) purchased in violation of Act No. 121/2000 Sb. (Coll.) on Copyright, Rights related to Copyright and on the Amendment of Certain Laws (the Copyright Act), as amended, and/or to the detriment of authors, arrangers or the Seller. The buyer acknowledges that pursuant to the provision of Section 30a (1) letter d) of Act No. 121/2000 Sb. (Coll.) on Copyright, Rights related to Copyright and on the Amendment of Certain Laws (the Copyright Act), as amended, it is not entitled to make a copy of the digital content purchased on paper or a similar base using photographic techniques or another procedure with similar effects. If the buyer does so, it would be interference with copyright.
3. The buyer is entitled to use the digital content (musical notations) obtained by the buyer by purchasing it in the Supermusicnotes web store solely and without reservation in the scope mentioned below and according to the following rules:
  - a) The buyer is entitled to download duly purchased files (digital content) in PDF (Adobe Acrobat) or Sibelius (Avid) format.
  - b) It is prohibited to give copies of the purchased digital content in electronic or paper form to third parties, to reproduce, distribute or post it on any website or web portals, publicly accessible computer networks or through any other communication channels, such as mail, e-mail, sharing on social networks etc., in digital or paper form, to offer copies of the purchased digital content to third parties, whether for consideration or free of charge. The buyer acknowledges that any infringement of or unauthorized interference with copyright may result in the liability to pay damages or return unjust enrichment and it may lead to criminal prosecution of the person who committed such crime.
  - c) The buyer acquires digital content (musical notations) in the Supermusicnotes web store in the purchased scope and quantity. The quantity of properly purchased copies of digital content (musical notations), no matter if different or identical, is not limited per person. One registered buyer may purchase any number of copies of digital content (musical notations).
  - d) Digital content (musical notations) contains a water mark. It is prohibited to make any changes of the files downloaded which may lead to any damage, change or

removal of such water mark.

## **6. Personal data protection and consent to the processing of personal data**

1. By sending the order, the buyer agrees that the data provided by the buyer may be collected, processed, stored and used (even by means of electronic information systems) for the performance of the subject-matters of purchase contracts, for the purposes of advertising offers, provision of customer discounts and informing the buyer of special offers provided by the seller pursuant to Act No. 101/200 Sb. (Coll.), on Provision of Personal Data and on the Amendment of Certain Laws.
2. Personal data will be made accessible only to the Seller. Personal data will be stored by the Seller using computer software. The buyer acknowledges that the consent with the processing of their personal data is fully voluntary; the buyer will, at their request, be provided with access to the personal data collected and kept by the Seller; the buyer is entitled to request the Seller to correct or destroy personal data processed incorrectly or in an unauthorized manner and/or to request the seller for explanation regarding the processing thereof. The buyer also agrees that marketing advertisement and marketing messages of the Seller may be offered/sent to the buyer even through electronic communication networks or services.
3. The buyer is entitled to update the personal data from time to time, by emailing such updated data to: info@supernoty.cz. The buyer may revoke the consent with the processing of their personal data as mentioned above at any time by sending an email message to: info@supernoty.cz.

## **7. Cookies**

1. In order to improve the user comfort of the buyer, to optimize the purchasing process and to enhance the targeting of the offer, the Supermusicnotes web store may use cookies. If the buyer wishes to avoid cookies, the buyer can disable them. Internet browsers commonly enable such operation.
2. Disabling cookies will not disrupt the purchasing process in the Supermusicnotes web store. The Supermusicnotes web store does not allow using third parties' cookies, if the buyer suspects any such action, such suspicion should be notified at **info@supernoty.cz**.

## **8. Payment conditions**

1. Considering the nature and technology of the services provided, the purchase in the Supermusicnotes web store is allowed only with advance payment, i.e. prior to download

of the digital content (musical notations).

2. If the digital content (musical notations) was successfully downloaded by the buyer, it will not be possible to refund the payment for any reason, except in the event of successful complaint. This is mainly due to obligatory payment of royalties under agreement with organizations representing composers and authors, publishers and notation software providers.
3. Digital content (musical notations) is provided to buyers at agreed prices. Such agreed price means the price, incl. indicated value added tax, which is valid and published on the Supermusicnotes website as of the date of conclusion the purchase contract. By sending the order, the buyer agrees with the amount of such purchase price.
4. Payments of buyers must be made in advance, only by wire transfer, not in cash, and using one of the following methods:
  - a) M-payment – The price does not contain a fee for the provider which will be paid by the buyer to the telephone operator, such fee will, however, not exceed 10% of the price paid for the downloaded product. Such payment method is enabled only for customers from the Czech Republic;
  - b) On-line payment using a bank card;
  - c) Using the ComGate payment gate for customers of Czech and Slovak Republics;
  - d) Using pre-paid credit;
  - e) Using a voucher (gift coupon).
5. The specifications and detailed description of payment conditions are contained in Annexes hereto.
6. Payment is deemed to have been effected after the total amount according to the purchase contract is credited to the buyer's account indicated in the order confirmation. The order confirmation will also indicate other payment details (such as the variable symbol, due date etc.).
7. The prices are final, inclusive of VAT and copyright-related fees, or any other fees which the buyer is obliged to pay for the digital content (musical notations). After the transaction is completed, the buyer will receive a tax document (invoice) at the buyer's email address.

## **9. Discounts and adjustments of prices**

1. The Seller reserves the right to any and all adjustments and changes of the prices in the Supermusicnotes web store. Special offers, volume discounts, discounts intended for

specific groups of buyers (e.g. music teachers, music schools etc.) and any other similar adjustments of prices will always to the specific and exactly defined type of digital content. Such adjustments and discounts will apply only during the time period indicated on the Supermusicnotes web store and if such period of time is not defined until the Seller is able to perform.

2. The Seller reserves the right to provide a discount to buyers depending on specific terms and conditions (in particular, volume quantity).

### **10. Withdrawal from contract by the buyer**

1. The buyer is not entitled to withdraw from the concluded contract within the meaning of Section 1837 letter l) of the Civil Code.
2. The buyer gave the Seller a consent specified in Article 4 clause 7 hereof, meaning that the delivery of the digital content is allowed prior to the expiry of the statutory time limit for withdrawal.
3. The buyer is entitled to withdraw from the purchase contract if any of the conditions referred to in Article 12 clause 6 hereof occurs.

### **11. Withdrawal from contract by the Seller**

1. The Seller is entitled to withdraw from the contract concluded with the buyer in the following cases:
  - a) The price requested by the supplier of the digital content has changed significantly (by at least 30%), meaning that the Seller is not able to acquire the digital content for the original price;
  - b) In the event of an apparent mistake in the price (i.e. if the price is clearly different than the typical price of this kind/type of digital content in the Supermusicnotes web store).
2. If the buyer has already paid the purchase price, or any part thereof, such amount will be refunded to the bank account from which the payment was made no later than 30 days after the order is cancelled by the Seller.

### **12. Complaints and rights arising from defective performance**

1. The buyer is obliged to read and follow the instructions for downloading the musical

notation and the buyer's rights arising from defective performance. Failing to do so, the buyer runs the risk that due to incorrect procedure the buyer will not be able to enforce his/her rights arising from the Seller's liability for defects. The time limit for enforcing the rights arising from the Seller's liability for defects starts to run from the time at which the digital content is downloaded by the buyer.

2. Defective performance of the Supermusicnotes web store will not include (without limitation) the following events:
  - a) Impossibility to open or use a PDF file in the buyer's computer if the reason is missing or incorrectly downloaded or activated software, in this case Adobe Acrobat Reader version 11 or higher, which may be downloaded for free, e.g. at the link: <http://get.adobe.com/cz/reader/otherversions/>;
  - b) Failure to download a PDF file due to insufficient memory capacity of the buyer's computer, e-mail box or another technical device through which the buyer downloads the digital content. The buyer is obliged to check before the purchase whether the capacity of the computer or another technical device through which the buyer downloads the digital content is sufficient for downloading such PDF file;
  - c) Lower quality of musical notation in a PDF file due to historical or unique musical notation from which the composition was scanned.
3. Rights arising from liability for defects due to poor-quality display of the digital content (musical notations) may be enforced successfully only if the preview of the first page of the musical notation, which is available for buyer to see before the purchase, is significantly different from the quality of the second and other pages of such composition which the buyer may not see until the composition is purchased. The buyer is obliged to preview the first page of the composition before the purchase to check whether the quality corresponds to the buyer's expectations. By sending an order, the buyer accepts the quality of display as can be seen from the preview of the first page of the musical notation. No further complaints (after the payment and download of the composition) will be taken into account, except for the reason mentioned above, i.e. significant difference between the quality of the preview first page and other pages.
4. The Seller provides quality guarantee of the digital content (musical notation) in the duration of 24 months from the day of its download by the buyer. The buyer is entitled to enforce rights arising from defects occurring with the digital content during such guarantee period. The guarantee will not apply to defects caused by the buyer's software.
5. The buyer is obliged to notify the defect to the Seller without undue delay after the buyer could have detected it during a timely inspection and by exercising adequate care, i.e. immediately after the defective digital content was downloaded, or after the defect manifested itself, if applicable.

6. The buyer is entitled to make a complaint in the time limit specified in the preceding clause and in case of a defect causing serious breach of the purchase contract (regardless of the fact whether the defect may be removed or not) the buyer is entitled to request any of the following: (i) removal of the defect by delivery of new digital content or delivery of the missing part of the digital content; (ii) free-of-charge removal of the defect of the digital content by repairing it or providing technical support services, (iii) a reasonable discount of the purchase price; (iv) refund of the purchase price following a lawful withdrawal from the purchase contract. Serious breach means such breach of the purchase contract of which the breaching party, at the conclusion of the contract, knew or should have known that the other party would not have concluded the contract had it foreseen such breach; in other cases breaches are not deemed serious.
7. With respect to a defect which is not serious breach of the purchase contract, the buyer is entitled to reasonably request removal of the defect even by delivery of new digital content (musical notation) or by providing a discount on the purchase price. Until the buyer chooses to request a discount on the purchase price, the Seller is entitled to remove the defect by providing technical support services or by delivery new digital content or the missing part thereof. If the Seller fails to remove the defect of the digital content in a timely manner or if the Seller refuses to remove the defect of the digital content, the buyer may request a discount on the purchase price or may withdraw from the purchase contract.
8. The buyer may request removal of a defect by delivery of new, defect-free digital content also with respect to defects which may not be removed or if the buyer is prevented from using the digital content due to repeated occurrence of the defect after it has been repaired or due to a number of defects. In such case, the buyer may also withdraw from the purchase contract.
9. The buyer will make a complaint by sending a completed complaint form along with a printscreen, if applicable, displaying the defect (error message) to the present General and Payment Terms and Conditions to the email address: **info@supernoty.cz**. The time limit of thirty days for dealing with the complaint starts to run on the day on which the complaint is delivered to the Seller. The Seller will inform the buyer about the result of the complaint by an e-mail. After neglect of such time limit, the buyer will have the same rights as in the case of serious breach of the contract. The Seller will issue a confirmation for the buyer which will be sent to the buyer's address specified in the registration form indicating the date on which the buyer made the complaint and information about the date and result of such complaint. If the complaint is rejected, the Seller will provide explanation of such refusal to the email address specified in the registration form.
10. At the buyer's request, the Seller is obliged to issue a confirmation indicating the scope and duration of the time for which the Seller's obligations from defective

performance last. Such confirmation will be sent by the Seller to the buyer's address indicated by the buyer in the registration form.

11. The buyer is entitled to reimbursement of necessary costs incurred by the buyer in connection with exercising their rights arising from liability for defects. In case of withdrawal from the contract due to a defect of digital content, the consumer is also entitled to reimbursement of costs necessarily incurred for such withdrawal.
12. Within the meaning of the provision of Section 1820 (1) letter j) of the Civil Code, the Seller notifies that out-of-court applications may be lodged by the buyer to the inspection authority, which is the Czech Trade Inspection Authority (*Česká obchodní inspekce*), or the competent trade license authority, as supervisory governmental authorities. Supervisory governmental authorities handle out-of-court complaints raised by consumers in the manner and under the conditions stipulated by applicable legislation. The buyer may also consult their complaints with the National Music Note Archive – Association (*Národní notový archiv – spolek*).
13. If there is a dispute between the Seller and the buyer, the buyer may request its out-of-court settlement. A petition for out-of-court settlement of a dispute pursuant to Act No. 634/1992 Sb., on Consumers Protection, is lodged by the buyer with the Czech Trade Inspection Authority (*Česká obchodní inspekce*). For more details on out-of-court settlement of disputes go to the Czech Trade Inspection Authority's website at [www.coi.cz](http://www.coi.cz).

### **13. Validity, effect and changes of General and Payment Terms and Conditions**

The Seller reserves the right to unilaterally change or amend the present General and Payment Terms and Conditions. Unless otherwise stated, such changes and amendments will become valid and effective on the day on which they are published on the website of the Supermusicnotes web store.

The present General and Payment Terms and Conditions of the company Super Noty, s.r.o. become valid and effective on 1 December 2016.