

Terms & Conditions

1. Introduction

- 1.1. Buukan is a web service/product that is owned and operated by an individual "Bc. Nataliia Lemeshko", based in Hybešova 64/31, 602 00, Brno – Staré Brno, Česká republika.
- 1.2. These Terms govern the use of all Buukan products and services, including the website "www.buukan.com" and its content. It contains several documents, mainly the General Terms and Conditions and the Privacy Policy.
- 1.3. **By using the Buukan Site (including its content) and/or Buukan products and/or services, you agree to the following terms and conditions, as well as any amendments and revisions to and changes to these terms. If you do not agree to these terms or do not wish to be bound by them, do not use the Buukan site, products or services.**
- 1.4. The company Bc. Nataliia Lemeshko reserves the right to revise or modify these Terms at its sole discretion at any time to reflect legal, technical or any other changes in the status quo. The latest updated version of these Terms and Conditions is available on the website www.buukan.com.
- 1.5. The company Bc. Nataliia Lemeshko undertakes to notify Users of changes to these Terms and Conditions by e-mail, at least 10 days before the new version of the Terms and Conditions becomes effective. The user has the right to reject a change to the Terms by sending a notice to info@buukan.com. If the User does not reject the changes to the Terms, which have been duly notified to him, the contractual relationship is governed by the new version of the Terms. These documents enter into force on the date of their last update. Notice: In the event of any differences between the English and other language versions of these Terms and Conditions, the English version shall prevail.
- 1.6. The Buukan website, its content and related products and services are available to all persons of legal age who are authorized to enter contracts (binding agreements). Proof of compliance with these criteria may be required to access all (or some) services and/or products in the form of identification or contact information.
- 1.7. These Terms are set between Us (Buukan) and Users. No other person is entitled to benefit from them.
- 1.8. If any court or other regulator determines that any provision of these Terms is invalid or otherwise unenforceable, such provision(s) will be severed from these Terms and the remainder of the Terms will continue in full force and effect.
- 1.9. If the Terms conflict with the terms on your registration with Buukan (if any), these Terms take precedence.

2. Definitions

- 2.1. Wherever the words, "You", "Your" and "User" appear in the Terms, it means the user of the Buukan website, products and/or services and these words (and their forms) shall be interpreted accordingly. Similarly, the words "We", "Our" and "Buukan" refer to Bc. Nataliia Lemeshko and must be interpreted as such. The term "User Data" refers to personal data that may be collected by Us on the website "www.buukan.com" and/or during registration and/or obtained as part of any Buukan service or product.
- 2.2. The term "Our website" refers to the website "www.buukan.com" and all websites linked to it.
- 2.3. On the other hand, the term "Buukan site" refers to the web pages and booking tools (widgets) of our Users, i.e. to pages created using the Buukan system.
- 2.4. "Third Party" means any person/entity/firm not affiliated with Buukan.

3. Services offered

- 3.1. Free Trial - The trial version of the Buukan reservation system creation and hosting tool is completely free for all Users. The parameters of the free version may depend on the specific type of those pages. Compared to the Premium version, the free version is only limited in time, when it is only available to the user for 31 calendar days from the day of the first registration in the system. You can find an accurate and up-to-date description of our services on our website in the Price list section.
- 3.2. We provide all services in the latest version available at the time of conclusion of the contract. You will be notified of necessary updates. The service is updated automatically without the need for any activity on the part of the User. An internet connection is required for the functionality of the service.
- 3.3. Paid Services – All services have a set price or range of prices. These prices may be subject to adjustment to reflect market changes or may be temporarily replaced by special/promotional prices. Prices are shown in local currency or in Euros (EUR). You can find an overview of prices on the Price list page. Buukan is entitled to negotiate individual prices with Users. VAT at the legal rate will be added to the prices.

4. Contract and cancellation of the contract

- 4.1. A binding contract is initiated between you and Buukan at the time of order and is confirmed by successful completion of payment. "Successful completion of payment" is defined as the full amount has been paid. After paying for the order, you will receive an email with an invoice confirming the purchase of a product with zero value (automatic coupon application).
- 4.2. During the first 14 days from the conclusion of the contract, or Upon successful completion of the payment, you can request the cancellation of the ordered services. This process is subject to special rules and criteria (see paragraph 5.4). The possibility of withdrawing from the concluded contract and requesting the cancellation of the ordered services within a 15-day period is not possible if you have used the paid Buukan service at any time in the past and you have already created an account with us, especially if there is only an automatic renewal of the provision of services. In exceptional cases, after paying the

handling fee, it is possible to withdraw from the contract even after the specified period. The decision is purely at the discretion of Buukan.

- 4.3. Contract cancellation - cancellation of all services can be requested at any time, as long as you are not requesting a refund. A request to cancel, purchase or change services (i.e. anything that affects the functionality of your project) must be submitted by you (the project owner) in writing (by email) from the email address that was used when registering the project.
- 4.4. Duration of the contract – contracts for the purchase of service packages are concluded for a period of 1 month or longer in accordance with the offered packages listed in the Price List. The contract is considered to be concluded and valid at the moment of payment of the contract price. For other services, unless otherwise stated when ordering them, the contract ends when the service is provided. The duration of the contract may be negotiated by Buukan with the User differently from the period specified in the Price List.

5. Payment, fees and refunds

- 5.1. Premium services can be paid for by credit card, PayPal, bank transfer to Buukan account and other payment methods, possibly via Stripe, which may vary from country to country.
- 5.2. In the case of bank transfers, all necessary information is available after confirming the service order. Please note that any costs and fees for bank transfer of funds are borne by you (the customer) and not by Buukan.
- 5.3. You are responsible for correctly filling in complete payment information. Please make sure that all fields are filled in and that all information is entered accurately. Buukan is not responsible for requests that were not granted due to wrongly or insufficiently filled information by the User. Pay particular attention to the variable symbol. Please note that we use the services of external partners to process and process payments.
- 5.4. Recurring payments (automatic renewal). If you have purchased any paid services, the service you purchased may be automatically renewed. The renewal frequency can be monthly or yearly, depending on the period you choose. For annual renewals, the amount is charged 30 days before the membership expires. Automatic renewal can be canceled at any time after logging into the user account with the payment provider.
- 5.5. The payment date is determined on the basis of confirmation of successful receipt of the amount in question by the payment provider (i.e. the one who technically ensures the payment, e.g. a bank). In the case of payment by credit card or via PayPal, the amount is immediately deducted from your account. The date of payment and the date of activation are the same, except for cases where it is necessary to process the order manually. In the case of manual processing, activation may be delayed by several days.
- 5.6. Refund time and method - Refund will be made within 30 days from the date Buukan received the request. The money will be refunded via bank transfer, or the same payment method used for payment or non-refundable service voucher (voucher). Deactivation of Premium Services is carried out at the same time as the refund.

6. Terms of use

6.1. Paragraphs 6.1 to 6.8 define the permitted way of using the Buukan services. Activities that are contrary to the described method of use or are otherwise prohibited are a violation of the Terms and are grounds for initiation of procedures to prevent the continuation of such activities. More information in article 11.

6.2. You will not post or distribute through the Buukan Site any material that is defamatory, threatening, obscene, harmful, pornographic or otherwise unlawful in nature. Also, materials that in any way violate or infringe the rights of Buukan or the rights of others (including but not limited to intellectual property rights, right to secrecy and privacy rights), as well as activities that may cause fear or inconvenience to us are strictly prohibited. or others. In addition, you may not express views that are vulgar, abusive, sexist, racist or otherwise offensive. We recommend that Users treat each other decently and with respect.

6.3. Content Ownership

You will not, without the express consent of the legal owner of the rights, post or otherwise make available on the Buukan website works or materials to which you do not own the rights.

6.4. Participation in events

You will comply with the rules of any competition, promotion or marketing campaign that you participate in on our site.

6.5. Disruption

You will not take any action that may interfere with the functionality or security of the Buukan Sites or cause undue inconvenience to Buukan personnel.

6.6. Identity

You will not impersonate another person/entity or intentionally misrepresent your relationship with another person/entity.

6.7. SPAM

You will not promote your Buukan reservation system by sending SPAM (ie e-mail sent to recipients without prior consent). You will also not use our e-mails to send SPAM (ie mass e-mails sent to recipients without their prior consent).

6.8. Automated Software

You will not use automated software (or any other software not offered directly by Buukan) to create a new Buukan Site or to access or modify a Buukan Site.

6.9. Circumvention

You will not circumvent in any way the limitations of service packages or the limitations of any Buukan service or feature.

7.7. Intellectual Property

7.1. All copyrighted works, materials, trademarks, and other parts of the Buukan Site, or parts supplied with the Buukan Site that are subject to copyright protection, always remain the property of Buukan or its providers. You may not use this protected content or materials without the express permission of Buukan or the relevant provider. In addition, the permission applies only to the manner of use described in the Terms and to no other. You may not copy,

reproduce, distribute, commercially exploit or in any way benefit from such materials or content, nor assist/enable any Third Party to do the above.

7.2. If You become aware of any violation of the Terms described above, You agree to notify Us immediately.

8. Personal data and privacy

8.1. Legislative framework - when processing personal data, we proceed in accordance with Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016 on the protection of natural persons in connection with the processing of personal data and on the free movement of such data and on the repeal of Directive 95/ 46/EC (hereinafter referred to as "GDPR"). Information on policies and procedures for processing personal data is provided here.

8.2. Administrator and processor of personal data - due to the fact that we provide you with data space for the purposes of data storage through the Buukan system, please note that in relation to the personal data that you store on our servers, you act as the administrator of personal data and Buukan in the position processor of personal data. You are obliged to handle the personal data described in the previous sentence of this paragraph in accordance with the legal regulations governing the protection of personal data, especially in accordance with the GDPR.

8.3. Agreement on the processing of personal data

The conclusion of the Agreement also results in the conclusion of this Agreement on the processing of personal data in accordance with Article 28 of the GDPR with the following content:

8.3.1. Subject of processing

We will process such personal data that you store on our servers. As a rule, it will be personal data of persons participating in the User survey through Buukan questionnaires (respondents) according to the rules contained in these Terms and Conditions.

8.3.2. Processing time

Buukan processes personal data for the duration of the contractual relationship until the User cancels his account. Subsequently, all stored User data is deleted.

8.3.3. Nature and purpose of processing

The purpose of the processing is the fulfillment of obligations under the contract, in particular the provision of data space for the purpose of storing User data through the Buukan system.

8.3.4. Type of personal data processed

Name, surname, gender, age, job position, residential address, e-mail, etc. We do not process personal data relating to judgments in criminal cases and criminal offences. The User is not entitled to request personal data of a special category according to Article 9 GDPR, and therefore we do not process such personal data.

8.3.5. Categories of data subjects whose personal data is processed

We process such personal data that you store on our servers. As a rule, these will be respondents participating in the User survey through Buukan questionnaires.

Our obligations as processors of personal data, when we commit to:

8.3.6. process personal data only on the basis of the User's documented instructions;

8.3.7. ensure that our authorized personnel who come into contact with personal data are bound by confidentiality;

8.3.8. implement appropriate technical and organizational safeguards to ensure a level of security appropriate to the given risk. When assessing the appropriate level of security, we take into account in particular the risks posed by processing, in particular accidental or illegal destruction, loss, alteration, unauthorized disclosure of transmitted, stored or otherwise processed personal data, or unauthorized access to them. Technical data security is described in the Privacy Policy;

8.3.9. to take into account the nature of the processing and to assist the User through appropriate technical and organizational measures in fulfilling the User's obligation to respond to requests for the exercise of data subjects' rights set forth in Chapter III of the GDPR (Data Subject Rights);

8.3.10. to assist the Customer in ensuring compliance with the obligations under Articles 32 to 36 of the GDPR (Security of Personal Data), taking into account the nature of the information processing available to Buukan;

8.3.11. notify the User without undue delay of cases of breach of personal data security;

8.3.12. provide the User with all the information necessary to prove that the above obligations have been fulfilled and enable the User to check the fulfillment of the above obligations;

8.3.13. All information on the processing of personal data by Buukan is provided in the Personal Data Protection Policy.

8.4. Other processors

The user gives consent for Buukan to involve other processors in the processing of personal data that you store on our servers. We undertake to inform the User of any intended changes regarding the acceptance of additional processors or their replacement and to provide the User with the opportunity to object to these changes. The list of processors is given in the Privacy Policy.

8.5. Data processing

You may be asked to enter information about yourself on various Buukan pages. We do not use this information in any way other than that indicated in the same place as the prompt for such information. All information collected is processed in the manner and with the limitations set forth in the Terms.

8.6. Buukan declares that the data that the User has or will have stored on Buukan's servers will be physically stored on the territory of the Czech Republic or EU states.

8.7. Buukan, as a processor of personal data, keeps records of all categories of processing activities performed for the User in a reasonable manner, within the scope specified in the GDPR, in accordance with Article 30, Paragraph 2 of the GDPR.

8.8. The User agrees that Buukan anonymizes personal data stored on its servers and further processes and analyzes them for the purpose of improving and expanding its service and its quality for the User.

8.9. Withdrawal of consent to the storage of information - You can request the removal of your personal data from Our marketing database. To do so, You (the account owner) must submit a written request (from the email address used when registering the project) to Our Customer Care Department.

8.10. Changes in personal information

We strongly recommend that you update all personal information, as this data is used in the area of customer care services. zákazníka.

9. Registration

9.1. In order to use Our services and products, you must have a valid Buukan registration. This entitles you to run questionnaires on the Buukan system. You must enter a valid email

address, password and other personal information when registering. You are fully and solely responsible for keeping your password confidential and for ensuring that no one other than you gain access to your account. All activity originating from your account and/or authorized by your password is your responsibility. We strongly recommend that you keep your password and account information strictly confidential and do not share it with anyone. In case of unauthorized use of your password and/or account, please contact Buukan immediately in writing from the e-mail address used for project registration. To prevent misuse of your account, always make sure that you always log out of your account when you are finished working on a project.

10. Liability to end users

10.1. You are the person who uses the Buukan system, and the End User is the person who makes a reservation in the Buukan system. You are responsible to the extent that:

10.1.1. for informing End Users of reservations, you have made through Our Services about how Buukan may use personal data and reservation information as described in the General Terms and Conditions and Privacy Policy;

10.1.2. for obtaining respondents' consent to the General Terms and Conditions and the Privacy Policy. Buukan is not responsible for whether the User as a personal data administrator has the legal rights to process personal data;

10.1.3. for compliance with all legislative rules and requirements that apply to the provision of services to consumers.

11. Breach of Terms and Conditions

11.1. Failure to comply with the conditions set forth in Article 6 and/or participation in activities that in any way violate these Terms and Conditions exposes You to the possibility of direct penalty or legal action against You. The decision to impose a penalty (including, but not limited to, the suspension of access to all services) is at Buukan's sole discretion and may be made without reason. Please report violations of the Terms or laws in force in your country immediately. To notify us of any such activities, please click [here](#).

11.2. Suspension/Termination of Services - We reserve the right to immediately terminate or indefinitely suspend the provision of Our Services to customers who have breached (or whom we reasonably suspect have breached) our Terms. We will also terminate the Services if we become aware that you are engaging in unacceptable behavior, which assessment is at Buukan's sole discretion and may be made without reason.

12. Arrangements

12.1. We are not responsible for damages caused to users or third parties, or for damages to their hardware, caused directly, indirectly or incidentally in connection with the use of our services and/or products, including through downloaded materials. We are not responsible for damages incurred by the user or a third party as a result of the inability to use our services and/or

products and/or site, or for direct or indirect connection with such fact. Your use of these services is entirely at your own discretion and risk, and you and you alone are responsible for any damage to your computer or other equipment and for any loss of data caused by downloading any materials.

12.2. You expressly understand and agree that your use of the Buukan Site, Services and Products is entirely at your own risk and that the Buukan Site, Services and Products are provided on an "as is" and "as available" basis. You further agree and acknowledge that we are not responsible for the availability and/or functionality of any portion provided by any third party accessible through the Buukan Site.

13. Third parties

13.1. We do not endorse and are not responsible for any content, advertising, product or service available through Third Party Websites.

13.2. All transactions between You and a Third Party available through the Buukan Site, including payments and delivery of products, services and any other terms, warranties or references related to such Third Parties, are between You and that entity. Therefore, Buukan is in no way liable for any loss/damage that may arise in this way.

14. Disclaimer of Warranty and Limitation of Liability

14.1. Buukan, its subsidiaries and its licensors DO NOT warrant to you that:

14.1.1. The services you use will meet your requirements;

14.1.2. Your use of the Services and Products will be uninterrupted, timely, secure, free of errors or viruses;

14.1.3. Information obtained when using Our services and products will be accurate and reliable;

14.1.4. Defects in the operation or functionality of any software will be corrected.

14.2. No advice or information, whether oral or written, obtained by you from Buukan shall create any liability or obligation not expressly set forth in these Terms.

14.3. Buukan further expressly disclaims all warranties and conditions of any kind, whether express or implied, including, but not limited to, implied warranties and conditions of merchantability and/or fitness for a particular purpose. The rights and obligations of the contracting parties regarding rights from defective performance are governed by relevant generally binding legal regulations.

14.4. Except for the general provision in the Agreement (Article 12) above, you expressly agree that Buukan, its subsidiaries and its providers shall not be liable to

you for the cases referred to in clauses 14.5.

14.5. General

14.5.1. Any direct, indirect, incidental, special, consequential or exemplary damages that may arise from your actions, regardless of their origin or hypothesis of their occurrence. This includes, but is not limited to, loss of profit (whether direct or indirect), any loss of confidence or business reputation, loss of data, cost of procuring replacement goods or services, or other incalculable losses. Any loss or damage that you may suffer, including but not limited to, as a result of:

14.5.2. Any reliance on the completeness, accuracy or existence of any advertisements, or as a result of any relationship or transaction between you and an advertisement provider or sponsor whose advertisements appear on the Site;

14.5.3. Any changes Buukan may make to its Services, or any permanent or temporary suspension of certain Services or offerings (or any features within those Services);

14.5.4. Deleting, corrupting or failing to store any content or other communications transmitted or managed as part of your use of the Services;

14.5.5. Your failure to provide relevant and accurate information;

14.5.6. Your loss of password or access to your account, or allowing access to your password.

14.6. Jurisdiction

14.6.1. The limitations on Buukan's liability to you in paragraph 12.1 above apply whether or not Buukan has been advised of, or could or should have been aware of, any potential losses. You are also subject to legal restrictions in your jurisdiction.

14.6.2. Information provided on the Buukan website.