

Terms and Conditions

These General Terms and Conditions govern the relations between the Provider, which is:

Dominik Tobola

Company ID: 05218021

with registered office: Bratří Hlaviců 90, Vsetín 75501.

Registered in ŽR under ID RZP: 139605576.

Provider contact information: delivery address: Bratří Hlaviců 90, Vsetín 75501 e-mail address: tobola@dejsito.com, bazala@dejsito.com, info@dejsito.com,

- Hereinafter referred to as the "Provider"

and the Customer in connection with the concluded Service Agreement.

The Provider and the Customer may also be referred to as the "Contracting Parties" for the purposes of these Terms and Conditions, the Contracting Parties agreeing on the following wording of the General Terms and Conditions:

I. Preamble

These general conditions regulate in accordance with the provisions of § 1751 paragraph 1 of Act No. 89/2012 Coll., The Civil Code, as amended (hereinafter the "Civil Code") mutual rights and obligations of the parties arising in connection with or on the basis of the Agreement concluded between the Provider and another natural person (hereinafter referred to as the "Customer") through the Provider's web portal. The web portal is operated by the provider on a website located at the internet address dejsito.com (hereinafter referred to as the "website"), through the interface of the website.

II. Customer

1. The Customer is a natural person who enters into a Contract for the provision of services with the Provider. The contract for the provision of the service may be concluded with the provider only by persons over 18 years of age. The Provider has the right to refuse to enter into a contract with the customer, inter alia, if the customer has previously breached the terms of the contract or the General Terms and Conditions.
2. The customer is not a legal entity or a person who acts in the course of his business activities or in the course of his independent profession.

III. Contract conclusion

1. The contract between the Provider and the Customer is concluded through the Provider's website. The Customer who intends to enter into a contract with the Provider must be registered on the Provider's website in accordance with these General Terms and Conditions. The customer fills in the order on the website of the provider dejsito.com and sends it for processing. By placing an order, each customer agrees to these General Terms and Conditions.

2. After the Customer has ordered the Service from the Provider, the Provider will send a confirmation of the Agreement by e-mail sent to the Customer's e-mail address entered by the Customer during registration. This confirmation will contain the text of the Service Agreement. The Contract is concluded at the moment of delivery of the acceptance of the order (acceptance), which is sent by the Provider to the Customer by e-mail, to the Customer's e-mail address.
3. The contract can be concluded only in Czech and English. The Contract (which represents a contract concluded by electronic means) will be deposited with the Provider and the Customer will receive its wording in the confirmation e-mail delivered to the e-mail address provided by him. The General Terms and Conditions, as amended, are attached to the confirmation e-mail and are also available on the Website.
4. All presentation of services placed in the web interface is of an informative nature and the Provider is not obliged to conclude a contract with the Customer. The provisions of § 1732 para. 2 of the Civil Code shall not apply.
5. The Provider's website contains information on services, including the prices of individual services. Prices of services are listed including all related fees. The prices of the services remain valid as long as they are displayed in the web interface of the Provider's website. This provision does not limit the Provider's ability to enter into a contract under individually agreed conditions.
6. The customer agrees to the use of means of distance communication when concluding the contract. The costs incurred by the customer when using means of distance communication in connection with the conclusion of the contract (costs of internet connection, costs of telephone calls) shall be borne by the Customer himself.
7. When concluding the contract, the Customer is obliged to state all data correctly and truthfully. The Customer is obliged to update the data specified in the user account without undue delay in the event of any change. The data provided by the Customer are considered correct by the Provider.

IV. Withdrawal from the contract and termination of the contract by the customer

1. By concluding the Agreement, the Customer expressly consents to the provision of the Service immediately after the conclusion of the Agreement and to the payment of the price under the Agreement. The Customer is entitled to withdraw from the concluded contract within 14 days from the date of concluding the Contract. The Customer acknowledges that by gaining access to the service before the expiration of the fourteen-day (14-day) period for withdrawal from the Contract, in the event of withdrawal from the contract, he is obliged to pay the Provider a proportion of the agreed services for services already provided before withdrawal.
2. The Customer is entitled to terminate the Contract with a 10-day notice period, and only in the event that the Provider grossly violates the concluded Contract or these General Terms and Conditions. In such a case, the Provider will return to the Customer a proportional part of the price already paid, in the amount corresponding to the period from the expiry of the notice period to the originally agreed term of the Contract. The termination must be made in writing and must be delivered to the e-mail or the Provider's address specified in the header of these General Terms and Conditions.

V. User account

1. To conclude the Customer's contract with the Provider, the Customer shall establish a user account in advance on the Provider's website.
2. Access to the user account is secured by a username and password. The customer is obliged to maintain the confidentiality of the information necessary to access his user account. If the Customer suspects that his Login Data has been used unauthorisedly, the Customer shall immediately notify the Provider of this fact and change his password.
3. The Provider is entitled at any time to ask the Customer to change his password. Changes will be made immediately and may cause temporary interruption in the use of the Service.
4. The customer is not entitled to allow the use of the user account to third parties.
5. The Provider may cancel the user account, especially in the event that the Customer has not used his user account for more than 2 years, or in the event that the Customer breaches its obligations arising from the concluded Agreement or the General Terms and Conditions.
6. The customer acknowledges that the user account may not be available around the clock, especially with regard to the necessary maintenance of hardware and software equipment of the provider, or necessary maintenance of third party hardware and software. In connection with the performed maintenance, the Customer is not entitled to compensation for damages.
7. The Customer may cancel the user account at any time, upon written request.
8. Depending on the chosen method of payment, the Customer will be asked at registration to provide all or only some of the following information: name, surname, e-mail address, password, CVV / CCV number and code of his credit / debit and credit / debit expiration date. debit cards and the name of the cardholder, details of the chosen method of payment, such as the details of the account of the relevant payment provider, or other details that may be required and necessary for the registration (hereinafter referred to as the "Login Details"). The Customer's login details are personal and may not be used by a third party. The Customer stores the Login Data in such a way as to protect it from unauthorized access. The Customer is responsible for all use of the Service through his account.

VI. Contract Duration

1. The contract between the Provider and the Customer is concluded for a definite period of two months or for a definite period of one year (hereinafter also "prepaid period"). The duration of the contract is always stated in the Contract. The beginning and end of the prepaid period is always determined by a fixed date, while for a two-month period it is always defined by the duration of the league. The annual period is the period of one calendar year starting from the moment of concluding the Contract.
2. If the Customer wishes to terminate the Agreement, he must notify the Provider of this fact by e-mail, letter sent by post to the address of the Provider's registered office. In the event that the Customer initiates the termination of the Agreement, the Provider will send the Customer a

confirmation e-mail. If the Provider wishes to terminate the Agreement, it will notify the Customer by e-mail or letter sent by post.

3. The contract concluded for two months is always automatically extended for another period of 2 months, if the Customer or the Provider is not informed in writing by e-mail or at the address of the Provider's registered office that it insists on the termination of the contract or does not insist on its further extension no later than 5 days. . A contract concluded for a definite period of 1 year will be terminated on the day of the end of the agreed annual period and there will be no automatic extension.
4. With the exceptions set out in Articles XIV. and Article IV. Of these General Terms and Conditions, the subscription paid for the relevant period will not be refunded, even in the event of early termination of the contract.
5. In connection with changes to the Price List or the General Terms and Conditions, the Customer has the right to terminate the Agreement in accordance with Article XIV. of these General Terms and Conditions.
6. The Provider is entitled to withdraw from the contract and at the same time immediately make the Service inaccessible to the customer in any of the following cases:
 - (a) Customer is in arrears with payment for at least twenty (20) days,
 - (b) the customer can reasonably be presumed to be insolvent,
 - (c) the Service is being used illegally or there is a reasonable suspicion that it is being used illegally,
 - (d) Customer otherwise materially breaches the Agreement or has repeatedly breached the Agreement.

VII. Rights and obligations of the Contracting parties

1. In the event of a defect that prevents the Customer from using the ordered services, the Provider will start eliminating the defect as soon as possible after its discovery or reporting. The Provider is entitled to temporarily (short-term) suspend the provision of services due to maintenance and system administration.
2. In relation to the Customer, the Provider is not bound by any codes of conduct in the sense of the provisions of § 1826 par. 1 let. e) of the Civil Code.
3. The customer hereby assumes the risk of a change of circumstances in the sense of § 1765 para. 2 of the Civil Code.
4. In order to use the Service, Customer must have the necessary and approved systems, connections and equipment. The service requires the customer to have the necessary internet connection. Customer pays all costs associated with this connection, including the cost of data transmission, regardless of where it uses the Service. To the extent permitted by applicable law, the Provider is not responsible for Customer's inability to use the Service or for limited access to the Service due to Internet congestion or due to errors or problems with computers and other devices, networks, electronics or communications beyond the Provider's control.

VIII. Content of the provided service

1. Based on the conclusion of the Contract, the Provider will provide the services to the extent specified in the order, the Contract, the General Terms and Conditions, or Price list of services.
2. The Customer is entitled to choose from the offered leagues when concluding a contract with the Provider for the duration of the league. The date of registration for leagues is always stated for a specific league offer. After the specified date, it is no longer possible to log in to the league. In the case of the Standard na service, the customer is entitled to participate in only 1 variant of the league. In the case of the Triple service, the customer is entitled to participate in only 3 variants of leagues. In the case of the Septa service, the customer is entitled to participate in only 7 variants of leagues. In the case of the Ultimate service, the Customer is entitled to participate in all leagues available on the Provider's website within the agreed time period.
3. The customer is also entitled to enter into a contract for a definite period for a period of 1 calendar year, on the basis of which he is entitled to participate in all leagues listed in the given calendar year. In such a case, the customer is also obliged to register for a specific league no later than on the day specified for the league. When negotiating a contract for a period of 1 year, the Customer is entitled to choose from 4 variants, Standard, Triple, Septa or Ultimate services. In the case of the Standard na service, the customer is entitled to participate in only 1 variant of the league. In the case of the Triple service, the customer is entitled to participate in only 3 variants of leagues. In the case of the Septa service, the customer is entitled to participate in only 7 variants of leagues. In the case of the Ultimate service, the Customer is entitled to participate in all leagues available on the Provider's website in the agreed time period.m n
4. The Provider processes the results of leagues and tournaments supplied by the Customer and provides the customer with the result service and marketing design.
5. Through its user interface, the customer is entitled to:
 - Arrange tournament dates with other players
 - Complete tournament results via the screen print screen
6. The Provider will allow the Customer to arrange matches with other players via a web interface. The provider processes the delivered results into tables.
7. A registered customer who is interested in participating in the league and tournaments will select the league in the web interface, enter into an Agreement with the Provider in accordance with these General Terms and Conditions, pay the agreed price. After receiving information about the drawn opponent, he then undertakes to immediately contact his opponent using a chat on the web interface.
8. The provider offers a total of 16 variants of leagues, while 8 is intended for PS4 (FUT, classic, HUT, classic - season; HUT, classic, FUT, classic - year-round) and 8 is intended for XBOX (FUT, classic, HUT, classic - season, HUT, classic, FUT, classic - year-round). The customer is entitled to sign up for 8 variants of leagues in total, 4 of which are on the XBOX game console and 4 of them on the PlayStation game console.
9. Prizes for winning the league are variable and not always the same. Each league has its own awards and redistributions.
10. The Customer undertakes to comply with the Tournament Rules, including the Discussion Rules.

IX. Responsibility

1. The Provider is not legally responsible for the content of the Customer's data space or for any activities that are performed by the Customer using the services provided.
2. The Provider is not liable for any damages incurred by the Customer or third parties due to the interruption of the provision of services by the Customer.

X. Price of the service and payment terms

1. In order to use the Service, the customer must register a user account on the Website, have access to equipment, systems and connections and make a payment in accordance with these General Terms and Conditions and the Price List of Services.
2. The price of the service will be paid by the Customer in accordance with the valid current prices stated on the Website. The amount of the relevant price of services will be available to the Customer on the Website prior to the conclusion of the Agreement, and during registration the Customer must explicitly confirm that the ordered service is associated with the obligation to pay the relevant price.
3. Payment will be made by the Customer on the day when the Customer concludes the Agreement.
4. The Customer may pay the Price of the service and any costs associated with the services provided to the Provider in the following ways:
 - cashless transfer to the seller's account No. 521802121/5500, kept with Raiffeisen Bank a.s. (hereinafter referred to as the "seller's account");
 - cashless via the GP webpay payment system;
 - cashless transfer
5. In the case of non-cash payment, the Customer is obliged to pay the price of the service together with the variable payment symbol. Due to the indication of an incorrect variable symbol, the payment may be considered as unpaid. In the case of non-cash payment, the Customer's obligation to pay the price is fulfilled at the time of crediting the relevant amount to the Provider's account. The Customer shall pay the price of the provided service to the Provider's account so that the relevant amount is credited to the Provider's account no later than on the due date.
6. If the payment is not made in time, no later than 5 days from the date of conclusion or extension of the contract, the Provider is also entitled to immediately suspend or restrict the Customer's access to the Service. The Provider is also entitled to terminate the Agreement with immediate effect in the event of a delay in payment for a period longer than twenty (20) days.
7. Any discounts on the price of the service provided by the Provider to the Customer cannot be combined with each other.

8. The provider is not a payer of value added tax. The tax document - invoice will be issued by the Provider to the Customer after payment of the price of the service only if this would be required by generally binding legal regulations. These documents are sent on request in electronic form to the Customer's electronic address.
9. The use of the chosen method of payment may be blocked in case of reasonable suspicion of fraudulent conduct or other illegal conduct.

XI. Defective performance rights

1. The rights and obligations of the contracting parties regarding the rights arising from defective performance are governed by the relevant generally binding legal regulations (especially the provisions of the Civil Code and Act No. 634/1992 Coll., On Consumer Protection, as amended).
2. The customer exercises the rights arising from defective performance with the provider in writing at Bratří Hlaviců 90, Vsetín 75501, or by e-mail at tobola@dejsito.com or bazala@dejsito.com or info@dejsito.com.

XII. Delivery

It is delivered to the Customer's electronic address, it can also be delivered to his customer's mobile phone or the Customer's delivery address.

XIII. Processing of personal data

1. The Provider is a controller of the Customer's personal data within the meaning of Regulation (EU) 2016/679 of the European Parliament and of the Council on the protection of personal data (GDPR) and processes the following personal data:
 - Name and surname
 - Date of birth (to be well-categorized)
 - Sex (to be well-categorized)
 - E-mail (to be contacted by organizing team and leaguemates)
 - Telephone (to be contacted by organizing team and leaguemates)
 - Nickname (to be contacted by leaguemates)
 - Photo (for recognition by teammates during matches - recording is voluntary)
 - Platform where player wants to make (to be well-categorized in the league)
2. The legal basis for the processing of personal data referred to in point 1 (excluding photographs) is the necessity for the performance of the contract and the legitimate interest of the Provider (Article 6 (1) (b) and (f) of the GDPR). The purpose of processing is to provide the agreed services. By inserting a photograph, the Customer consents to its processing on the basis of Article 6, paragraph 1, letter a) GDPR in order to identify teammates in matches. This consent may be revoked at any time and request the Provider to delete the photograph.
3. The personal data referred to in point 1 (excluding photographs) will be processed by the Provider for the duration of the Service Agreement and 3 years after its termination based on the Provider's legitimate interest.

4. The Customer's personal data is processed by the Provider itself. However, with regard to the functionality of the website, some of the customer's personal data may also be processed by the following processors:
 - Web provider - esports.cz (company)
 - Facebook
 - Google
 - GoPay
 - Raiffeissen Bank as a payment gateway provider
 - Seznam

5. The customer has the right to:
 - request information on what personal data and for what purpose the provider processes about it,
 - request from the Provider an explanation regarding the processing of personal data,
 - request access to this data from the Provider and have it updated or corrected,
 - require the Provider to delete personal data if they are no longer needed for the purpose for which they were processed or consent has been revoked,
 - in case of doubts about compliance with the obligations related to the processing of personal data, the customer is entitled to contact the Provider or the Office for Personal Data Protection.

XIV. Changes to the general conditions

1. The Customer hereby expressly agrees that the Provider is entitled to change the amount of the price - subscription, as well as the provisions of the General Terms and Conditions to a reasonable extent. Customer will be notified of such changes by e-mail sent to the e-mail address provided by Customer no later than thirty (30) days prior to the entry into force of such change. The Customer to whom the change applies is entitled to terminate the Agreement in connection with such a change with effect from the effective date of the change, in writing to the Provider's address or by e-mail to the address specified in the header of these General Terms and Conditions. Written notice must be delivered to the Provider no later than 10 days before the effective date of the change. The Provider will inform the Customer in its notification about its right to terminate the Contract. If the Customer does not terminate the Agreement before the change takes effect, it is considered that he has accepted the change.

2. In the event of early termination under this Article XIV. Of the General Terms and Conditions, where the Customer has made a payment relating to the period after termination, the Provider shall return the overpayment within thirty (30) days from the date of termination of the Agreement.

XV. Final Provisions

1. The Customer and the Provider will first try to resolve any disputes under the Agreement amicably. If the Contracting Parties fail to reach an amicable settlement of the dispute, the dispute will be resolved by the competent court in the Czech Republic.

2. Unless otherwise stated, this Agreement is governed by the laws of the Czech Republic.

3. The customer may also have certain rights to consumer protection and the customer may be subject to other binding provisions of Czech law.
4. Before filing a lawsuit with the competent court, the Customer is entitled to submit a complaint to the Czech Trade Inspection Authority, with its registered office at Štěpánská 567/15, 120 00 Prague 2, IČ: 000 20 869, website: www.coi.cz, as the body authorized to resolve consumer complaints and disputes. out of court, or use the link <https://ec.europa.eu/consumers/odr> to resolve out-of-court consumer disputes online.
5. If any provision of the General Terms and Conditions is or becomes invalid or ineffective, the invalid provision will 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.
6. The provider is entitled to provide services on the basis of a trade license. Trade licensing is performed within the scope of its competence by the relevant trade licensing office. The Office for Personal Data Protection supervises the area of personal data protection. To a limited extent, the Czech Trade Inspection Authority also supervises compliance with Act No. 634/1992 Coll., On Consumer Protection, as amended.
7. Provisions deviating from the General Terms and Conditions can be agreed in the contract. Deviating provisions in the contract take precedence over the provisions of the General Terms and Conditions.

These General Terms and Conditions take effect on 12th April 2021.