General Terms and Conditions

DTs UI Software LLC, 16192 Coastal Highway, Lewes, DE 19958, Reg. file number: 5836887, email: info@gooddayenglish.com, www.gooddayenglish.com (hereinafter referred to as "Good Day English") issues the following General Terms and Conditions for the provision of Good Day English Services:

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Ι.

Introductory provisions

- 1.1. These General Business Terms and Conditions govern the binding rights and obligations between Good Day English and Users who use or are interested in using the services defined in these General Business Terms and Conditions of accessing an online mediation platform for communicating between Users in a foreign language, in connection with the teaching of foreign languages and in the provision of other services listed in these General Business Terms and Conditions (hereinafter referred to as "GTC").
- 1.2. The subject matter of these GTCs is to modify the terms of the Good Day English Services and to modify other related relationships and facts whose origin, existence, change or termination is related to the Services provided, the modification of the conditions for the conclusion, modification and cancellation of the contractual relations between the Users and Good Day English and between the Users the determination of binding rules and conditions of use of the Good Day English platform.
- 1.3 The services provided by Good Day English consist primarily in making available User Content, making available User Profile information among Registered Users, making it possible to establish mutual contact and communication between Users (Students and Lecturers) via the GDE app through which Good Day English makes services available (hereinafter referred to as the "online platform"), in making available a platform for the conclusion of a Contract for the Provision of Teacher Services, representing Students in Lecture with Lecturers, and addressing Disagreements with Lecturers related to the use of Lector's Services and providing other related services or performance listed in these GBCs. Service users may, through the online GDE app, establish contact, offer, provide or use the services of other Users and cooperate with each other in the use of the services.
- 1.4. Good Day English, on the basis of these GTC or any related contractual relationships and facts, does not provide or commit to providing foreign language teaching services.
- 1.5. The indispensable part of these GBCs is: (i) Payment Terms, (ii) Terms of Service of the Teacher Services. If there is no deviation in the individual provisions of these GBCs or other contractual documents, or if the validity of some of the provisions of these GTC is not expressly excluded or modified, the following order of liability shall apply in the event of a conflict: 1. GTC, 2. Payment Terms, 3. Terms of Service for the Teacher Services.
- 1.6. For the purposes of these GTC, the terms defined in this Article have the following meanings unless otherwise stated in the other provisions relating to the provision of services or the correlation between those GTCs or the content and nature of the other GTC provisions do not otherwise apply:
- (a) Services or Good Day English Services: services provided by Good Day English under a

User Agreement in accordance with this GTC, the subject of which is in particular to make User Content available, to disclose User Profile information among Registered Users, to make possible the establishment of mutual contact, contractual relationship and communication between Users through an online GDE app platform available from https://www.gooddayenglish.com and representing Students in Lecture with Lecturers and addressing Disabilities related to the use of Lector's Services. Use of the Services requires connection to a public electronic data communications service, including dedicated devices and applications. Good Day English does not provide the User with Internet connection services, data transfer services or any other similar services or performance.

- b) User: an entity that establishes a User Account and registers for the purpose of using the Services or a person who uses the Services on behalf of a registered User who is a legal entity or organization, or also a registrant.
- c) Lecturer: A user who, under his / her own name, offers and provides for remuneration a service of communication in a foreign language.
- d) Student: A user interested in accessing User Content, establishing contact and communication with the Lecturer, entering into a contractual relationship with the Lector through Good Day English, and using Lector's services as well as representing the Lecturers and dealing with disagreements related to using the Services of the Lector, for the agreed remuneration and the terms and conditions stipulated by these GTC.
- e) Lector Services: services offered or provided by a Lecturer, including in particular individual foreign language lessons and foreign language communication services subject to a refund, using the Services provided by Good Day English.
- f) User Content: any content (all information, text files, audio, video or other material) that the User makes available, published, published, provided, shared or included in his User Profile or providing Good Day English for promotional purposes make it available through the Good Day English website or other application or Good Day English service to another User or third party.
- g) Contract for the Provision of Lector's Services: Contract concluded between the Student and the Lector via the online Good Day English platform, which is the provision of the Teacher Services. The contract is concluded at the time of binding confirmation of the selection of offered Good Day English courses packages, the Lector and timing by the Student and the Lector by clicking on the appropriate field on the online platform after entering the authorization data.
- h) Good Day English Content: any content (any information, text, audio, video, or other material) that Good Day English will make available through the Good Day English website or other Good Day English or promotional campaign and social media.
- User Account: an account established to the User through which the User enters into his User Profile and uses the Good Day English Services.
- j) User Profile: part of the User Account, which serves for publishing and displaying information about the User under the conditions stipulated by these GTC. The user profile serves exclusively a single User.
- k) Authorization request: a User's request submitted through his User Account after entering a username and password and other authorization data, if applicable. The password for entering the User Account can be changed or received at any time, based on access to the e-mail account that is under the account in the User Account registered or based on a verified User's request.
- I) Harmful content: such content of a User Account or a User Profile that is in conflict with (i) laws or other generally binding legal regulations, (ii) good morals, (iii) principles of fair trade, (iv) business practices, (v) decisions of courts and other public authorities, or (vi) the rights and legitimate interests of Good Day English or third parties.

General Terms of Service and Use of Services

- 2.1. Services provided through the online Good Day English platform are authorized under the terms of these GTC to be used by a registered User who has a User Account (account), has legal personality and is fully capable of doing so. The User undertakes to pay remuneration under the Terms of Service provided by the Services and to comply with all terms and instructions of Good Day English relating to the provision of the Services.
 2.2 These terms are binding contractual arrangements between the User and Good Day English and, in specified cases, between Users and each other. The User agrees to legally bind to these Terms and Conditions in the use of the Services and the online Good Day English platform and undertakes to abide by these GTC in full and without reservation. In the event of Disagreement by the User with these GTC, the User is not entitled to use the Services or otherwise continue to use the online Good Day English platform; if the User, despite his disagreement with these GTC, continues to use the GTC, the GTC and the resulting rights and obligations are fully applicable to him.
- 2.3 The Good Day English Online Platform, including the Good Day English website www.gooddayenglish.com or any other website or application through which Good Day English provides the Services, represents an online space for mutual communication and language learning, where both Users and Students as well as Lecturers can benefit from resulting from direct communication between one another. Good Day English is not a party to any agreement with a Student and a Lecturer or a participant in any legal relationship resulting from a contractual relationship with the Student and the Lecturer.
- 2.4. A user who has chosen to use the Good Day English Services as a Lecturer confirms and agrees that he is a subject independent of Good Day English, acting exclusively under his own name, on his own responsibility. It is a separate legal entity that is not an employee, associate, or controlling Good Day English for any reason.
- 2.5. Services provided through the online Good Day English platform are exclusively for entities with full legal personality and legal capacity. Physical persons are entitled to use the Services if they are older than 18 years, unless otherwise agreed by their legal representative. Any access to or use of the Services by a person under the age of 18 without the consent of his / her legal representative is prohibited. By registering, accessing the User Account, or using the Services, the User confirms that he is fully entitled to acquire the rights and take on himself the obligations of his own. If a User who is a legal person or an organization is interested in registering and using the Good Day English Services, a person acting on such User at the time of registration declares and warrants that he or she has the right to bind such legal entity or organization in its entirety. In the case of untruthfulness or incompleteness of such statement, this person shall be liable in full for any obligations incurred.

III.

Registration and establishment of a User Account

- 3.1. The condition of registration and establishment of the User Account is (i) filling in the electronic registration form in the GDE app on the Good Day English website www.gooddayenglish.com, (ii) expressing the User's consent to these GTC and other terms and conditions by clicking on the relevant registration box, (iii) processing personal data provided by Good Day English by clicking on the appropriate checkbox at the time of registration.
- 3.2 In the electronic registration form, which is a proposal for the conclusion of a contract, the User is obliged to provide all necessary information, including his / her name, surname, address and e-mail address, truthfully, completely and accurately
- 3.3 By confirming the filled in registration form, the user confirms that the data he has entered is true and that he has the opportunity to get acquainted with these GTC and other terms and conditions, which he undertakes to observe and observe before the final confirmation of registration. The user is responsible for any damages caused by the submission of false, incomplete or inaccurate data provided at registration.
- 3.4. The contractual relationship between Good Day English and the User concerned with the

provision of the Services arises at the time of the binding registration confirmation upon acceptance of the contractual terms in the form of a click in the final part of the registration form

- 3.5. Good Day English is authorized to verify the registration with the User by any appropriate means at the contact e-mail address or telephone number given in the registration form. In the event that Registration is not confirmed by the User in this way, Good Day English is not allowed to accept the registration and does not establish the User Account or cancel it if the User has already been established in the meantime. If Good Day English has doubts about the truthfulness, completeness or accuracy of the data provided by the User in the completed registration form or the identity of the User, the User is required to provide Good Day English, upon request, with his identification documents and other documents to verify the entered data.
- 3.6. The contractual relationship between Good Day English and the User may be remotely altered in a manner similar to that provided for in this GTC for its conclusion or by the agreement of the parties entered in writing, except in cases where, under the terms of the contract, a different manner is provided, in particular by unilateral change of GTC or other contractual terms the Good Day English parties. Termination of a contractual relationship may be made at a distance, in writing or in any other manner in accordance with these GTC.
 3.7. The User has the right to access and use the Services after setting up the User Account and complying with the conditions stated in these GBCs solely for their own use and within the scope of the rights and obligations arising from the selected User's status. The user is not entitled to share the Good Day English Services with a third party or to allow the free or commercial use of the Good Day English Services to a third party.
 IV.

Access to the User Account and Use of the Services

- 4.1. The user will gain access to the User account upon successful sign-up. After the first registration, the User logs in to the User Account by entering his authorization data.
- 4.2. The user is required to ensure the confidentiality of any authorization data he / she has entered or has been assigned to him / her (especially passwords, access data, etc.) and is required to protect them against loss, misappropriation, misuse or disclosure to third parties. In the event that any of the Authorization Data is suspected to have become known to a third party, the User shall promptly inform Good Day English of this fact and make changes to his authorization data or request Good Day English to alter the data or temporarily block access to the User Account.
- 4.3. The online Good Day English platform will be made available to the User through dedicated digital communication means. Technical devices designed to access the online platform must meet the minimum technical requirements. The User is responsible for ensuring proper technical parameters and configuring the configuration.
- 4.4. The User Account provides the User with access to his User Profile and profiles of other Registered Users, including User Content, to information about the Good Day English and other Users offered and provided, as well as to the contractual documents relating to the services provided. In selected cases, the User can edit and manage the data registered on his User Account.
- 4.5 Good Day English services enable, through the online Good Day English platform and authorized access to the User Account, in particular:
- a) Learn about information related to foreign language teaching and foreign language communication.
- b) Student seeks, chooses, contacts the Teacher for the purpose of communicating in foreign languages or learning foreign languages, and to use the Good Day English Services to represent the Student in Lecture with Lecturers and to deal with disagreements with the use of the Teacher Services.
- c) Provide lecturers with their services, respond to Students' questions, contact, negotiate,

and conclude a Contract for the Provision of Teacher Services directly with the Student for the purpose of communicating in foreign language or teaching foreign languages.

- 4.6 Good Day English Services create space for Students interested in on-line language learning, foreign language communication, or individual or group foreign language lessons to make contact with Lecturers who, in accordance with the terms of these GTCs, offer and provide such on- line language learning, foreign language communication, or foreign language lessons.
- 4.7 All payments with the online platform Good Day English will be made under the terms of the Payment Terms, which are an integral part of these GTC ("Payment Terms").
- 4.8 A more detailed description, characterization and modification of the conditions for providing the Services of the Lector is contained in the General Terms and Conditions of Providing the Services of the Lecturer, which are an integral part of these GTC (hereinafter referred to as the "Terms of Service of the Teacher Services"), which the Lector is obliged to keep.
- 4.9 By accepting these GTCs upon the conclusion of a contract with Good Day English, the User also agrees with the General Business Terms and Conditions of the Good Day English under the Contract for the Provision of the Services of the Lector, and the content of such a contractual relationship, including the Terms of Payment and the Conditions for Providing the Services of the Lecturer.
- 4.10. The User is responsible for any acts performed through his User Account using the User's Authorization Data, regardless of whether such acts were performed by himself/herself of the third party involved. The User is obliged to meet all the criteria and duties according to the usage of the Good Day English services.

Good Day English Rights and Duties

- 5.1 Good Day English undertakes to provide User Services under these GTC.
- 5.2 Unless otherwise stated in these GBCs, Good Day English's obligations and liability are limited to ensuring the accessibility of the online platform, User Account, and Services.
- 5.3. The provision of the Good Day English Services is not legally enforceable. Good Day English reserves the right at any time to refuse, interrupt, suspend or discontinue the provision of the Services or access to the User Account to anyone and for any legal reason of breaching the User's duties and obligations without any compensation claims from Good Day English of that title. The User acknowledges that discontinuing, suspending or terminating the provision of the Services or accessing the User Account will no longer have access to his User Profile or User Content. The user who has been interrupted, suspended or terminated by Service provision by Good Day English or who has been suspended or terminated access to his User Account has no right to re-register or use the Services under any Other User Profile and Authorization Data.
- 5.4. Good Day English is entitled without prior notice to the User to suspend, suspend or terminate the validity of the User Account and access of the User to the Services, in particular in the case of:
- (a) misuse or suspicion of misuse of User's authorization data,
- b) Providing or suspecting to provide incorrect, untrue, incomplete or outdated data upon registration or otherwise contrary to these GBC,
- c) if the User does not, or is reasonably suspected, does not meet the conditions set out in these GTC for the use of the Services,
- d) if the User establishes more than one User Account
- e) breach or suspicion of violation of these GBCs or other contractual terms and conditions;
- f) Finding or suspecting unauthorized access to the User Account or unauthorized use of the Services,
- g) if the User is late in fulfilling his contractual obligations,
- h) if the User's action is contrary to law or good morals,
- (i) Suspicion of the User's participation in activities the object or effect of which is to

circumvent these GBCs or Payment Terms,

- j) if, according to the information of Good Day English, it can reasonably be assumed that the User will not fulfill his contractual obligations,
- (k) when concluding a contractual relationship with the User, Good Day English considers, for whatever reason,
- if User Content or User Content is spreading to malicious content (especially computer viruses, malware), or if the content of another service is prefaced,
- m) if the User Account or User Content violates or threatens the rights and legitimate interests of Good Day English, its good reputation or reputation,
- n) if the User Account or User Content violates or threatens the rights and legitimate interests of other Users or third parties, violates privacy or security,
- o) Planned interruptions in the provision of Good Day English Services to ensure the functionality or enhancement of the provided Services, maintenance or repairs of the online platform, etc.,
- p) if it is not possible to secure access to the User Account or to provide the Services for technical reasons or as a result of circumstances for which Good Day English is not responding,
- q) The user enters into dispute with another User on the Good Day English platform five or more times,
- (r) in other cases referred to in these GBCs or resulting from generally binding legal regulations.
- 5.5 Good Day English is not responsible for any defects, outages, interruptions of the Service, or any delay in the performance of any of the obligations under these GTC caused by:
- failure to comply with the terms of use of the Services,
- breach of obligations or failure to provide co-operation by the User,
- unauthorized interference by the User or circumstances on the part of third parties,
- Internet connection failures, technical malfunctions, software defects, system environment change, malicious content or computer viruses,
- irreversible event, circumstances excluding liability or cases of force majeure.
- 5.6 In the event of unauthorized access to the User Account, Malicious Content or the use of the Services contrary to these GTC, Good Day English is entitled to disable all data contained in the User Account and to prevent the User from any further use of the Services and access to the User Account.
- 5.7 Good Day English is entitled to terminate the provision of the Services for any reason, especially for economic reasons, due to the introduction of new services, changes in market conditions, improvement of services, development of new technologies, etc.
- 5.8 In the event of planned activities that may lead to the interruption or limitation of the Services or the functionality of the online platform, Good Day English notifies the User of the expected duration of such activities, as a rule, at least 24 hours in advance, by sending a notice to the User's contact email address or by publishing a notification to the online Good Day English platform. The User agrees to Good Day English's authority to perform such activities and to interrupt or limit the Services or functionality of the online platform without any compensation or compensation from Good Day English.
- 5.9. Good Day English is entitled at any time to unilaterally modify or change the scope and terms of service provision. Changes made to the changes are generally notified to the User prior to sending the notice to the User's Contact E-mail or by publishing a notice on the online Good Day English platform; about changes in prices and substantial changes to the provided Services shall generally inform the User for at least 30 days in advance.
- 5.10 Any legal acts, notices, or other Good Day English submissions are deemed to be delivered to the User on the date they are sent to the User's contact details listed in his User Profile, including the email address.

5.11. Good Day English is entitled to publish additional binding guidelines on its website for the proper use of the Services. Users are required to follow such instructions in their current effective wording.

VI.

Rights and Obligations of the User

- 6.1. Users agree to pay for the Services Provided via the Good Day English Platform for reimbursement under these GTC and Terms of Payment.
- 6.2 The User is entitled to use the Services provided via Good Day English only in a manner consistent with these GTC, other Terms of Service, and Good Day English Guidelines. The User is obliged to use the Services in such a way that they do not infringe the rights and legitimate interests of Good Day English and third parties and comply with laws and regulations binding on the territory of the Slovak Republic, good morals, fair trade principles, commercial practices and decisions of courts and other bodies public power. The user may not make Malware content available within his User Account and User Content.
- 6.3 Users are aware that the provision of the Services is a prerequisite for the User to cooperate in the cases provided for in these GTC or arising from the nature and specificity of the Services provided. Users undertake to provide any interaction necessary to fulfill the contractual relationship with Good Day English and other Users.
- 6.4 The user is required to update his / her identification, billing, and contact details provided at registration and registered within the User Account and the User Profile, within 7 days of the change when the change occurred. Updating of the data is made by the User through the User Account based on the Authorization Requirement of the User.
- 6.5 It is the sole responsibility of each registered User to make all his personal data and information available on his User Profile, including the contact email address, accurate, upto-date and accurate in all circumstances. By accepting these GTC, the User confirms and agrees that he will not claim from Good Day English any claims, rights or claims for compensation for any injury or damage of any kind and nature, actual or potential, which would be caused by inaccurate personal data or information made available in the User Profile or otherwise via the online Good Day English platform or in connection with the use of the Services, and declares that such rights and claims against Good Day English are without reservation and irrevocably waived.
- 6.6 The User assumes full responsibility for the content of his User Profile and User Content and declares that he is wholly exclusive to the copyright holder, copyright holder, trademark rights, and other legitimate content-related rights that he has entered or has made it available in its User Profile and User Content authorized to use it in any way and to an unlimited extent. User grants Good Day English free of charge the exclusive use of its User Content and any portion thereof in any way that includes all currently and prospectively known uses for the purpose of providing the Good Day English Services for purposes related to the Services provided and for the promotion of the Services; at least for the duration of the property rights to the User Content, in an unlimited territorial, physical and time extent. At the same time, the user grants Good Day English explicit consent to learn about conversations and other forms of communication between Users via the Good Day English platform, in particular for the purpose of providing Good Day English Services and assessing disputes between users related to the services provided.
- 6.7. Other Obligations of the User:
- a) The User is obliged to refrain from using the Services in a way that is contrary to copyright, intellectual property rights, or which interferes with the right to protection of personality, reputation or good repute of third parties, in particular is obliged not to disclose, distribute or publish data subject to the copyright or intellectual property of third parties without their consent, non-disclosure of false information about third parties, refrain from any offensive or harassing statements in relation to third parties, etc.,
- b) The User is not entitled to use the Services in such a way that it restricts other Users or inappropriately exhausts the system resources of the server on which the online Good Day

English platform is operated. In order to achieve the same quality and availability of the Services for All Users, Good Day English is entitled, without prior notice, to limit one or more operating parameters and hence the properties and availability of the Services'

- c) The User may not use the Services for harassment of third parties, he is obliged to provide protection against automated abusive forms, filling database and other abusive practices.
- d) The User is liable in its entirety for any damage or injury caused to Good Day English, other Users or third parties in connection with breach of their obligations under these GBCs or generally binding legal regulations. In the case of third-party claims arising out of a breach of User's obligations under these GTC, the User is required to settle these claims at his own expense at his own expense, including any claims made by third parties against Good Day English in this regard.
- 6.8 The User acknowledges that violation of these GTCs may be the reason for an immediate disruption of the Services provided through the Good Day English platform.
- 6.9 User within the meaning of § 11 of Act no. 122/2013 Z. z. on Privacy by clicking the appropriate box at the time of registration, Good Day English grants express consent to the use and processing of your personal information provided by Good Day English in connection with the registration, or by specifying them in the User Profile and User Content, especially in the scope of name, surname, residence, mail address and other data provided by Good Day English in connection with performance of the contract for the purpose of concluding the contract and providing the Services. The provision of personal data for the purpose of concluding a contract is voluntary. The User's personal data will be processed during the duration of the contractual relationship with Good Day English and upon its termination until the full settlement of all obligations between Good Day English and the User as well as in accordance with Act No. 401/2002 Coll. on accounting and law no. 395/2002 Coll. archives and registers, and amendments to certain laws.
- 6.10. By submitting a registration form at the same time, the User grants Good Day English the consent to process their personal data in the scope of the name, surname and e-mail address for the purpose of offering Good Day English products and services, including sending information about preferred offers, products and other activities, as well as sending business notifications via e-resources, for an indefinite period of time. The User acknowledges that such consent is at all times revoked in electronic form.
- 6.11. The User undertakes in the form of an Authorization Requirement to promptly notify Good Day English of any deficiencies in the Services provided through the Good Day English platform. Any submissions or notices of a User addressed to Good Day English or other User via the User Account where the User expresses dissatisfaction with the Services provided is not considered a complaint. Claiming Services or the accuracy of the billing is User only in the manner specified in the following GTC:
- 6.11.1. Complaints must include: (i) a detailed description of the claimed defect the alleged quality deficiencies of the Services provided or the accuracy of the billing, (ii) the time period during which the defect occurred, (iii) the User identification data and its correspondence address, (iv) the User hires the claim.
- 6.11.2. Any defects in the quality of the Services provided shall be made to the User without undue delay, no later than within 3 days of their occurrence. Complaints about the accuracy of the billing are entitled to claim by the User within 14 days of receipt of the billing, the accuracy of which is the subject of the claim.
- 6.11.3. Complaints are dealt with within the statutory time limit, depending on their complexity and technical or administrative difficulty. The result of the complaint investigation will generally be notified to the User within 30 days of the claim being made.
- 6.11.4. Repayment of the Good Day English Services is electronically at the Good Day English e-mail address to handle complaints. The responsibility of Good Day English is related to the obligation to solve and remove the defect of the Service provided.
- 6.11.5. Claims related to the defects of the Teacher Services are claimed by the User

directly by the contact online portal of the Good Day English Students Service Center. 6.12. The rights and obligations arising from the contractual relationship between Good Day English and the User go to their legal successors. Transfer of rights and obligations of the User from a contractual relationship entered into with Good Day English to third parties is possible only with the prior written consent of Good Day English. Transfer without consent of Good Day English is considered invalid and rendered ineffective as to Good Day English. If the consent is granted additionally, the transfer is considered valid and effective on the date of the issue of the consent of Good Day English. Any transfers of Services from the User to third parties are always a transfer of rights and obligations arising from the User's and Good Day English's contractual relationship. It is the duty of the User to fully and truthfully inform the third person of all rights and obligations arising from these GTCs. VII.

Duration of the contract

- 7.1. The contractual relationship between Good Day English and the User expires:
- (i) by agreement between Good Day English and the User,
- (ii) withdrawals under these GTC,
- (iii) the cancellation of the User's User Account,
- (iv) in other cases listed in these GTC.
- 7.2 The cancellation request must be made in writing electronically to info@gooddayenglish.com. The course cancellation policy (withdrawal from the agreement) and the refund policy are as follows:
- Cancellation of the purchased package by the Student is possible on or before the 14th calendar day from the date of the purchase of online classes the cancellation fee is 30% of the purchased package (administrative fee) and the Student shall be refunded the Course Fee reduced by the cancellation fee and the proportionate partial Course Fee in case of taking part in any online classes before the cancellation request, i.e. reduced by the value of online classes completed before the request for withdrawal was received.
- Cancellation of the course by the Student made on or after the 15th day from the purchase date - the cancellation fee is 100% of the Course Fee.
- 7.3. Where the Student is entitled to a partial refund of the Course Fee, Good Day English shall return the relevant amount to the Student without undue delay, no later than 30 days from the termination of the agreement.
- 7.4. The User expressly agrees to begin the provision of the Services before the expiration of the statutory withdrawal period pursuant to Act no. 102/2014 Coll. and declares that Good Day English has been duly instructed that the right of withdrawal will be lost by the granting of such consent upon full service of the Services. In the event of cancellation, the User is obliged to pay Good Day English a proportion of the reward for the Services provided. VIII.

Final provisions

- 8.1. Good Day English is entitled to supplement these Terms and Conditions unilaterally and at any time, with effect from the date of their publication on the Good Day English website at www.goodayenglish.com. For the User these GTCs are binding in their current effective wording.
- 8.2 The rights and obligations arising from these GTC's are governed by Commercial Code no. 513/1991 Coll. In the case where the User is a consumer within the meaning of Article 52 4 of the Civil Code no. 40/1964 Coll., The legal relationship is governed by the provisions of the Civil Code. The relevant mandatory provisions of the generally binding legal regulations, from which it follows that their wording cannot be departed, are not affected by these GTC.
- 8.3. The User is solely responsible for any violation of the terms of the contractual relationship with Good Day English and these GBCs, even if the breach occurs due to access to the User Account or the use of the Services by another person.
- 8.4. These GTCs will enter into force on: 01.04.2021