

NeoTax s.r.o. Terms and Conditions

1. Introductory provisions

- 1.1. These Terms and Conditions (“**T&C**”) are issued by the company NeoTax, ID no. 02189909, with registered office at Pod Děkankou 1694/4, 140 00 Praha 4, the Czech Republic, registered in the Commercial Register administered by the Municipal Court in Prague, Section C, Insert 215906, established under the laws of the Czech Republic (“**Provider**”).
- 1.2. These T&C govern any contracts entered into between the Provider and the User and determine their respective rights and obligations.
- 1.3. These T&C apply to all Services offered by the Provider or the Provider’s subsidiary companies.

2. Definitions

- 2.1. **Service** – any service offered by the Provider on his Website. The Services mainly include tax advisory services, software licence provision, representation before tax offices both domestic and foreign, representation before third persons, document retrieval, cheque payment processing, and other procurement services.
- 2.2. **Website** – an internet site located at the web address of the Provider or any of his subsidiary companies.
- 2.3. **Contract** – a contract on provision of any Service or Services concluded between the Provider and the User.
- 2.4. **Order** – a unilateral conduct on part of the User by which the User orders the Service from the Provider. An Order can also be made by clicking a link located on the Website.
- 2.5. **User** – a real or legal person who expresses a will to receive the Provider’s Services.
- 2.6. **GDPR** – the regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016, on the protection of natural persons with regard to the processing of personal data and on the free movement of such data, and repealing Directive 95/46/EC.
- 2.7. **Civil Code** – Act no. 89/2012 Coll., the Civil Code, as amended.
- 2.8. **Tax Advisory Services Act** – Act no. 523/1992 Coll., on tax advisory services and the Chamber of Tax Advisors of the Czech Republic, as amended.
- 2.9. **Parties** – the Provider and the User.

3. Contract

- 3.1. Contract between Parties is concluded by:
 - a) The Provider’s confirmation of the Order, whether it be by a written confirmation or by completing the order on the Provider’s part; a written confirmation may be sent via the post, an email or any other technical means of communication which enable its contents to be captured and the acting person to be identified.

b) Complete payment of the price

3.2. These T&S are an inherent part of the Contract.

3.3. The Contract states the length of the period it is valid for.

3.4. The Contract can be terminated early (i) by withdrawing from the Contract as stated in Section 5.3, (ii) by an agreement between the User and the Provider, (iii) by a notice of termination under the provisions of the Contract.

4. Price

4.1. The price for the Service provided is set in a pricelist available on the Website or, where applicable, in the written confirmation issued by the Provider.

4.2. The Contract states whether the price is paid in advance or after providing the Service.

4.3. For the purpose of the Contract, payment means either credit card payment made online via the Website or a bank transfer to the Provider's account.

4.4. Unless expressly ruled out by the Contract, the Provider is entitled to offset the Price for the Service against the User's finances, should he hold them in accordance with the Contract. Any unilateral conduct by which the User seeks to offset his own claim against the User is inadmissible.

5. Rights and obligations of the Provider

5.1. The Provider is entitled and obliged to protect the rights and interests of the User.

5.2. The Provider is obliged to act honourably, use all legal instruments and provisions which could be beneficial to the User; based on his conviction and the User's instructions. The provider is only bound by the effective legislation and by the User's instructions within these boundaries.

5.3. In case of mistrust between the Provider and the User, the Provider is entitled to withdraw from the Contract. The Provider is also entitled to withdraw from the contract should the User refuse necessary cooperation.

5.4. The provider is entitled to a full payment of the price, as specified in Section 4.1 of these T&C.

5.5. The provider undertakes to keep all information acquired in relation to the Contract confidential.

5.6. The Provider is entitled to administer the User's funds. Unless the Contract or these T&C state differently, the provisions of the Civil Code on administration of property of others are applicable.

5.7. In case of a payment delay of more than 20 days, the Provider can suspend or terminate provision of Service. The Provider is obliged to inform the User of the consequences ahead of time.

6. Rights and obligations of the User

- 6.1. Where the nature of the Service suggests it, the User is obliged to provide the Provider with all documents and information necessary for due provision of Service. Upon the Provider's request, the User must provide complete or more specific documentation or information.
- 6.2. The User is responsible for the factual accuracy and correct timestamps of all submitted documents.
- 6.3. The User is entitled to terminate the Contract for statutory reasons.
- 6.4. The User is responsible for restricting the access to his login information to the e-mail account designated as a primary point of contact with the Provider. The User is also responsible for restricting the access to his login information to his user account in the Provider's system, both via the Website or a mobile app.
- 6.5. All instructions and information which the Provider receives from the User's e-mail address or the User's account are considered to be the User's written legal act.

7. Licence Agreement for licensed software

- 7.1. In case of software usage being a part of the Contract, the User is granted a non-exclusive licence for personal use of the software.
- 7.2. The User is only entitled to use the software in accordance with the Contract and for its intended use
- 7.3. User is not entitled to copy any software content or code, tamper with it, share it with third persons or in any other way encroach on the Provider's rights.
- 7.4. The Providers exercises all property rights regarding the copyright work. The Provider's subjective rights are in no way affected by granting the User a licence.

8. Personal Data Protection

- 8.1. The Provider is a controller of the personal data shared with him. As such, he undertakes to process all of User's personal data in accordance with GDPR and Act no. 110/2019 Coll., Personal Data Processing Act. Contact details of the Provider acting as a controller are included in Section 1.1 of these T&C.
- 8.2. The user empowers the Provider for the duration of the Contract and for the following 30 years after termination of tax advisory services to process the following personal data: first and last name, title(s), permanent and shipping address, date of birth, birth number, telephone number, e-mail address, number and a copy of an ID, information about User's property, employment information, bank account number(s), as well as all personal data that the User shares in any way with the Provider. Should the User be an entrepreneur, this data includes ID number, VAT ID number and information regarding the User's business activities.

- 8.3. When providing any Services, especially when a user's account is created, the personal data processing as described in the article above lasts for the duration of the Contract. The User may delete his user's account at any given time.
- 8.4. The Contract is the legal basis for processing personal data, compliance with the rights and obligations arising from the Contract is the purpose of the processing. Other subjects that may receive personal data are mainly: the Chamber of Tax Advisors of the Czech Republic, Provider's bank, tax authorities, public authorities, Provider's external information system and computer network administrator, Provider's external accounting and invoicing system administrator, and other recipients based on the User's needs and instructions or in compliance with the User's legitimate interest.
- 8.5. Personal data will be processed for the duration of the Contract and after its termination will be dealt with in accordance with the valid legislation, mainly the Tax Advisory Services Act, professional rules of the Chamber of Tax Advisors of the Czech Republic, Act no. 499/2004 Coll. on archives and GDPR.
- 8.6. User has the following rights in relation to personal data processing:
- Right to access personal data – the User has the right to obtain from the Provider information as to whether or not his personal data are being processed, and, where that is the case, what data is being processed and how.
 - Right to correct and complete the data - the right to obtain from the Provider without undue delay the rectification of inaccurate personal data concerning him or her. Taking into account the purposes of the processing, the User shall have the right to have incomplete personal data completed, including by means of providing a supplementary statement.
 - Right to be forgotten - the right to obtain from the Provider the erasure of personal data concerning him or her without undue delay and the controller shall have the obligation to erase personal data without undue delay if certain conditions are met. That does not apply in case of a conflict with the current legislation or in case of protecting the rights of the Provider or a third person.
 - Right to limit processing - the right to obtain from the Provider restriction of processing under certain conditions.
 - Right to object – the right to object, at any time, to processing data based on the Provider's or third-party's legitimate interest or necessary for the performance of a task carried out for reasons of public interest.
 - Right to data portability – the right to receive the personal data concerning him or her, which he or she has provided to the Provider, in a commonly used and machine-readable format and have the right to transmit those data to another controller or, where technically possible, have the controllers transmit them amongst themselves.

- Others – the right to withdraw the User’s consent at any time does not apply, as all personal data is being processed in order to fulfil the Contract or comply with the rights and obligations arising from it. Only that User whose personal data is being processed based solely on his or her consent can withdraw such consent. Should the User be in any way dissatisfied with personal data processing done by the Provider, he or she may file a complaint with the Provider or with the Office for Personal Data Protection.

9. Final Provisions

- 9.1. All legal relations arising from the Contract are governed by Czech law, particularly by the provisions of the Civil Code.
- 9.2. Should any of the provisions of the Contract be null and void or invalid, all other provisions of the Contract remain valid. In place of the void provision, general binding rules will be used to govern that particular part of the Contract.
- 9.3. All legal relations between the Parties are also governed by the terms & conditions particular to each individual product or service offered by the Provider available on www.neotax.eu/TermsAndConditions
- 9.4. These T&C are valid and effective from 26. 11. 2019 and are accessible via the Website.