**General Terms and Conditions**

1. **Recitals**

Welcome to the platform shortswrap.com, which is operated by the company Shorts Wrap s. r. o., with its registered office at Rosná 1515/10, 040 01 Košice – mestská časť Juh, the Slovak Republic, ID No.: 56 348 410, registered in the Commercial Register of the Municipal Court Košice, Section: Sro, Insert No.: 59878/V. For the purpose of using the Platform, we have created these General Terms and Conditions, which govern the rights and obligations when using the Platform, including the sale of Products and the provision of Services.

For better orientation in this text, we use repeating terms with a capital letter, the meaning of which can be found below.

1. **Definitions**
2. We use the following terms in these Terms and Conditions:
3. **VAT** means value added tax within the meaning of the VAT Act;

1. **GDPR** means 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 (General Data Protection Regulation);
2. **Buyer** means a person who purchases Products or receives Services from the Seller via the Platform; for the purposes of using the Platform, the Buyer also means a person who is only interested in purchasing Products or subscribing to the Services, but the Order has not been sent;
3. **Purchase Price** means the price of the Product or Service indicated on the Platform paid by the Buyer for the Product or Service delivered;
4. **Civil Code** means Act No. 40/1964 Coll., the Civil Code, as amended;
5. **Commercial Code** means Act No. 513/1991 Coll., Commercial Code, as amended;
6. **Order** means a proposal to conclude a Contract;
7. **Supervisory Authority** means the Slovak Trade Inspection Authority ([www.soi.sk](http://www.soi.sk)) or another relevant authorised legal entity registered in the [list of alternative dispute resolution entities maintained by the Ministry of Economy of the Slovak Republic](https://www.mhsr.sk/obchod/ochrana-spotrebitela/alternativne-riesenie-spotrebitelskych-sporov-1/zoznam-subjektov-alternativneho-riesenia-spotrebitelskych-sporov-1);
8. **Platform** means the web platform www.shortswrap.com through which Seller sells Products or provides Services and Buyer purchases Products or subscribes to Services;
9. **Terms and Conditions** means these General Terms and Conditions;
10. **Seller** means a legal entity, a natural person – entrepreneur or a person who sells Products or provides Services via the Platform within the scope of its business or other business activity;
11. **Operator** means the company Shorts Wrap s. r. o., with its registered office at Rosná 1515/10, 040 01 Košice – mestská časť Juh, the Slovak Republic, ID No.: 56 348 410, registered in the Commercial Register of the Municipal Court Košice, Section: Sro, Insert No.: 59878/V;
12. **Product** means any electronic content sold by the Seller via the Platform;
13. **Complaint** means the exercise of rights arising from liability for defects of the purchased Product or the Service subscribed;
14. **Service** means any service provided by the Seller via the Platform;
15. **Account** means a user account on the Platform;
16. **Settlement of the Complaint** means the termination of the Complaint procedure by removing the defect of the Product sold or the Service provided, or the reasoned rejection of the Complaint;
17. **Alternative Dispute Resolution Act** means Act No. 391/2015 Coll. on Alternative Dispute Resolution for Consumer Disputes and on Amendments to Certain Acts, as amended;
18. **VAT Act** means Act No. 222/2004 Coll. on Value Added Tax, as amended;
19. **Consumer Protection Act** means Act No. 250/2007 Coll. on Consumer Protection and on the amendment of Act No. 372/1990 Coll. of the Slovak National Council on Minor Offences, as amended;
20. **Distance Selling Act means** Act No. 102/2014 Coll. on Consumer Protection in the Sale of Goods or the Provision of Services on the Basis of a Distance Contract or a Contract Concluded Outside the Seller's Business Premises and on Amendments to Certain Acts;
21. **Contract** means an agreement entered into between the Seller and the Buyer via the Platform, under which the Seller undertakes to deliver the Product or Service to the Buyer and the Buyer agrees to pay the Seller the Purchase Price;
22. **General Information about the Platform**
23. The Operator owns and operates a Platform on which individual Sellers can post, promote, provide or sell Products or Services, and individual Buyers can purchase these Products or subscribe to these Services via the Platform. For the avoidance of any doubt, the Operator does not sell Products or provide Services (i.e. it is not the Seller), but only provides the Platform to individual Sellers.
24. The Operator shall not be liable for any content, information, errors, outages, unavailability or malfunction of the Platform. The Operator shall not be liable for any act or omission, performance of obligations or exercise of the rights of the Buyers or Sellers arising from the Contract.
25. **Account Registration**
26. Registration on the Platform is free of charge for Buyers. The Buyer is obliged to fill in the data during registration truthfully and completely. The Buyer is solely responsible for the truthfulness and completeness of the data provided during registration, while the Operator bears no responsibility for problems due to incorrectly or incompletely filled in data.
27. When registering an Account, the Buyer is obliged to provide the following information:
28. name and surname;
29. address;
30. email address;
31. telephone number.
32. After registering the Account, the Buyer receives a verification e-mail to the e-mail address provided by the Buyer during registration. The Buyer is obliged to confirm the registration of the Account via a verification email.
33. Buyer may have only one Account on the Platform. In the event that the Buyer creates duplicate Accounts, the Operator will deactivate the Accounts registered later.
34. The Operator reserves the right to refuse to create, deactivate, limit or cancel an Account in the event that the Buyer has violated these Terms and Conditions.
35. **Order and Conclusion of the Contract**
36. Before concluding the Contract with the Seller, the Buyer is obliged to create a complete Order with the required data and send it to the Seller via the Platform. The Buyer is not required to have a registered Account to place an Order.
37. The Buyer creates an Order directly on the Platform by selecting the desired Product or Service, providing the required data, sending the Order and paying the Purchase Price according to the available methods of payment of the Purchase Price.
38. By submitting the Order, the Buyer confirms and agrees to these Terms and Conditions in full, and these Terms and Conditions form an integral part of the Contract.
39. The Order sent (and paid) is a (binding) proposal for the conclusion of the Contract and is effective from the moment of its delivery to the Seller or the Operator. For the avoidance of any doubt, the Operator is not a party to the Contract (i.e. it is not the Seller) and is not responsible for the delivery of the Product or the provision of the Service by the Seller.
40. The Buyer shall be informed of the receipt of the Order by means of an e-mail sent to the Buyer to the e-mail address specified in the Order. Delivery of a notice of acceptance of the Order by the party does not imply the conclusion of the Contract. Upon receipt of the notification of receipt of the Order, the availability of the Product or Service specified in the Order will be verified. The Contract is concluded only by sending the Order confirmation to the Buyer's e-mail address. The Order confirmation contains information about the specification of the Products or Services purchased.
41. The Buyer is obliged to properly fill in all the data marked as mandatory in the Order. In the event that the Order is not filled in properly, the Seller or the Operator is entitled to reject the Order.
42. **Products**
43. On the basis of the Contract, the Buyer purchases Products via the Platform in the form of the acquisition of a non-exclusive, time, material and territorially unlimited license to use the electronic content for personal purposes.
44. The Products are provided in digital form through the permanent storage of a copy of the Product. The Product is provided in a generally accepted format, the specification of which is stated on the Platform or results directly from the nature of the Product.
45. The Buyer is delivered the purchased Product no later than 24 hours after the conclusion of the Contract by e-mail sent to the Buyer's e-mail address or by another method of which the Seller or the Operator is obliged to inform him.
46. The Buyer hereby declares that he has been duly instructed and at the same time expressly agrees that he loses the right to withdraw from the Contract the subject of which is the delivery of the Product within the meaning of Section 7 (6) (l) of the Distance Selling Act, as the Product constitutes a provision of electronic content other than on a tangible medium and such provision has begun with the express consent of the Buyer.
47. **Services**
48. On the basis of the Contract, the Buyer subscribes to the Services via the Platform, which are:
49. provision of review of content provided by Buyer; or
50. conducting a workshop or consultation for the Buyer.
51. The Buyer acknowledges that individual Services may be provided in various forms, forms and deadlines, while all information about the Services is available directly on the Platform.
52. The availability of the Services provided may be limited due to capacity reasons of the Sellers, and the Buyer acknowledges that he is not entitled to subscribe to the Service before the conclusion of the Contract.
53. After the payment of the Purchase Price for the Service by the Buyer, the Operator shall contact the Seller in order to verify the availability of the Seller and the subsequent provision of the Service. If the Seller confirms the availability and provision of the Service, the Operator shall inform the Buyer about the availability of the Service and provide the Buyer with information or instructions on the provision (delivery) of the Service. The Buyer is obliged to comply with the instructions or information provided by the Operator or the Seller.
54. The Buyer acknowledges that the Seller or the Operator is entitled to terminate the provision of the Service if the Buyer breaches its obligations under these Terms and Conditions.
55. The Buyer hereby declares that he has been duly instructed and at the same time expressly agrees that he loses the right to withdraw from the Contract the subject of which is the provision of the Service within the meaning of Section 7 (6) (a) of the Distance Selling Act, if the Service has been fully provided, as such provision of the Service will begin with the express consent of the Buyer.
56. **Purchase Price**
57. By submitting the Order, the Buyer agrees to the obligation to pay the Purchase Price.
58. Obvious errors or typos in the Purchase Price are not binding, and the Seller or the Operator has the right to refuse the Order in such cases.
59. The Purchase Price is paid in advance immediately after sending the Order. After payment of the Purchase Price, the Buyer is not entitled to a refund of the Purchase Price, except in cases where the Order has been rejected or another defect has occurred.
60. Purchase prices are quoted in EUR, including the applicable VAT rate, as well as other taxes or fees under generally applicable legislation, if applicable.
61. The Purchase Price is paid to the Operator's account, which then sends the paid Purchase Prices directly to individual Sellers on the basis of separately agreed conditions.
62. If the Buyer pays the Purchase Price in a currency other than the currency of payment on the Platform, the bank or payment method provider (or their payment service providers) may charge additional fees to the Buyer. In such event, all additional fees shall be borne in full by Buyer and shall not be entitled to payment or reimbursement of such additional fees.
63. After payment of the Purchase Price, a tax document (invoice) for the created Order is automatically generated and sent to the Buyer within 24 hours. The invoice is sent to the e-mail address provided by the Buyer exclusively in electronic form within the meaning of Section 71 (1) (b) of the VAT Act.
64. **Consumer Protection**
65. The Seller is responsible for ensuring that the Product sold or the Service provided meets the quality requirements in accordance with the nature of the Product or Service offered and the concluded Contract. The Seller undertakes to deliver the Product and Service in the required quality, quantity and without defects. Seller is responsible for defects in the Product and Service that occur on the Product or Service upon receipt by Buyer or that occur during the statutory warranty period.
66. The Buyer is entitled to make a complaint about the Product or Service that is defective within the statutory warranty period
67. The Seller acknowledges that the Operator is entitled to resolve the entire complaint procedure in the name and on behalf of the Seller. Due to the fact that several Sellers sell Products or provide Services on the Platform, the Buyer may at any time contact the Operator directly in order to obtain additional information about the Seller at the e-mail address: support@shortswrap.com.
68. The Buyer must file a complaint with the Seller through the Operator without undue delay after discovering a defect in the Product or Service being sold, otherwise the right to a Complaint expires.
69. The Buyer submits the Complaint by sending the completed complaint protocol to the e-mail address: support@shortswrap.com.
70. When filing a Complaint, the Buyer is obliged to fill in a complaint protocol. In the complaint protocol, the Buyer shall provide his/her identification and contact data (name, surname, home address, telephone number and e-mail), accurately identify and describe the defect of the sold Product or Service and the manner in which the defect manifests itself, as well as the time limit when, according to the Buyer, the defect occurred. In the complaint protocol, the Buyer shall also state which of the claims from liability for defects he is asserting and how he requests the receipt of the handled Complaint, or other necessary data.
71. The Seller is not responsible for any incorrect data provided by the Buyer in the Complaint filed by the Buyer and for the impossibility of delivering documents to the contact address provided by the Buyer.
72. The day on which the Buyer filed the Complaint with the Seller, i.e. the day on which the written Complaint was delivered to the Seller in accordance with point 5 above, is considered to be the day of the commencement of the complaint procedure. If the Complaint does not contain all the required data according to point 6 above, the complaint procedure begins only on the day of delivery of all the required data. If the Buyer fails to complete the missing information even at the Seller's request, the Complaint will be considered unfounded.
73. When filing a Complaint, the Seller shall deliver to the Buyer a confirmation of receipt of the Complaint to the contact e-mail address provided by the Buyer. If the confirmation cannot be delivered immediately, it must be delivered without undue delay, but no later than together with the proof of Settlement of the Complaint. Confirmation of the Complaint does not have to be delivered if the Buyer has the opportunity to prove the Complaint in another way.
74. The Seller shall investigate the Complaint without undue delay after its submission and decide on the manner of Handling the Complaint in accordance with Section 2 (m) of the Consumer Protection Act. Once the method of Complaint handling has been determined, the Complaint will be settled immediately, in justified cases the Complaint may also be settled later; and in cases where a complex technical assessment of the condition of the Product or Service is required, no later than 30 days from the date of filing the Complaint. However, the Settlement of the Complaint must not take longer than 30 days from the date of its application. The deadlines for the Settlement of the Complaint begin to run from the date of the proper filing of the Complaint.
75. After the expiry of the period for Complaint Handling, the Buyer has the right to withdraw from the Contract or the right to exchange the Product or Service for another Product or other Service of the same nature.
76. The Seller shall issue a written document on the Settlement of the Complaint to the Buyer no later than 30 days from the date of filing the Complaint, which is a confirmation of the Settlement of the Complaint. Together with the submission of a written document on the Settlement of the Complaint, the Seller shall also fulfil its obligation arising from the Complaint. In the written document on the Settlement of the Complaint, the Seller is obliged to provide information on when the Buyer exercised the right, information on the removal of the defect and on its duration. A written document on the Settlement of the Complaint is a copy of the complaint protocol with the completed Complaint Handling field, or a written notification of the Complaint Handling.
77. The Seller informs the Buyer about the Complaint Settlement by sending an e-mail message together with a written notification of the Complaint Handling and, if applicable, a receipt - complaint protocol to the Buyer's e-mail address.
78. The Seller is obliged to keep records of Complaints and submit them to the Supervisory Authority for inspection at the request of the Supervisory Authority. The Complaint records must contain information about the date of filing the Complaint, the date and method of Settlement of the Complaint and the serial number of the document on the Complaint claim.
79. If there is a defect in the Product sold or the Service provided that can be remedied, the Buyer has the right to its free, timely and proper removal. The seller is obliged to remove the defect without undue delay. The Seller decides on the method of removing the defect.
80. If there is an irreparable defect in the Product or Service being sold, the Buyer may:
81. request a replacement of a Product or Service if the Product or Service offered has a defect that cannot be remedied and that prevents the Product or Service from being properly used as a defect-free Product or Service;
82. request a reasonable discount on the Purchase Price;
83. withdraw from the Contract in the event that the Products sold or the Service offered have such a defect that cannot be removed and that prevents the Product or Service from being properly used as a Product or Service without defect.
84. The Buyer is entitled to choose between individual claims only if he notifies the Seller of this choice in a timely notification of defects (complaint protocol) or without undue delay after such notification. The Buyer cannot change the asserted claim without the consent of the Seller.
85. The choice between claims is always applied only in relation to the specific Product or Service to which the Complaint filed by the Buyer relates. The Buyer's claims from multiple Complaint or from one Complaint of multiple Products or Services are not cumulative or cumulative.
86. The Seller shall settle the Complaint and terminate the complaint procedure in one of the following ways:
87. by eliminating the defect;
88. in exchange by prior agreement with the Buyer;
89. refund of the Purchase Price (upon withdrawal from the Contract);
90. paying a reasonable discount on the Purchase Price;
91. reasoned rejection of the Complaint.
92. In the event of an unjustified or unjustified Complaint, the Seller is entitled to demand from the Buyer the reimbursement of reasonable costs incurred by the Seller in connection with the investigation of this Complaint.
93. If the Buyer is not satisfied with the manner in which the Seller handled his Complaint or if he believes that the Seller has violated his rights, he has the opportunity to turn to the Seller with a request for redress. If the Seller responds to the request for redress in the negative or does not respond to it within 30 days from the date of its sending, the Buyer has the right to file a motion to initiate an alternative resolution of his dispute in accordance with Section 12 of the Act on Alternative Dispute Resolution.
94. The competent entity for alternative resolution of consumer disputes with the Seller is the Supervisory Authority, and the Buyer has the right to choose which of the Supervisory Authorities to turn to. At the same time, the Buyer can use the online dispute resolution platform available on http://ec.europa.eu/consumers/odr/ to submit a request for alternative dispute resolution. Information on the submission fees may be found by Buyer on the website of the specific Alternative Dispute Resolution Entity.
95. The Buyer is entitled to submit suggestions and complaints in writing, via e-mail to: support@shortswrap.com. The Seller shall inform the Buyer of the assessment of the complaint or complaint by e-mail sent to the Buyer's e-mail address.
96. **Intellectual Property**
97. All rights to the Platform (technology, content, trademarks, appearance, etc.) belong to the Operator (or its individual licensors) and by using the Platform, the Buyer agrees to use it only for the intended purpose and in compliance with the requirements set out in these Terms and Conditions.
98. Buyer agrees not to monitor, copy, scrape, crawl, download, reproduce or otherwise use any part of the Platform for its own or commercial purposes without the consent of the Operator (or its respective licensors).
99. The Buyer is entitled, after prior control and approval by the Operator, to upload any content to the Platform only under the condition that:
    * 1. does not contain any direct or indirect profanity, regardless of language;
      2. does not contain any hate speech, threats, discrimination, violence and any sexual innuendo or illegal activity;
      3. does not contain any political, racial, ethical, or religious innuendo or opinion;
      4. does not contain any promotional or other commercial features;
      5. does not contain spam or false content;
      6. does not contain any viruses;
      7. the Buyer holds all intellectual property rights relating to such content or is entitled to use it for such purposes;
      8. does not violate the right to privacy of others.
100. The Buyer declares that it is entitled to use any content uploaded to the Platform and that it is entitled to grant the Operator a non-exclusive, royalty-free, time, material and territorially unlimited license to use any content uploaded to the Platform.
101. The Buyer grants the Operator a non-exclusive, royalty-free, time, material and territorially unlimited license to use any content uploaded to the Platform. The Operator is entitled to use any content or part thereof for commercial or other purposes.

1. The Buyer is fully responsible for any content and any legal claims against the Operator related thereto. The Operator is not responsible for any content uploaded to the Platform and reserves the right to remove any content at its sole discretion.
2. **Privacy Policy**
3. The Seller and the Operator process the personal data of the Buyers in connection with the sale of Products or the provision of Services via the Platform, including other processing activities. For these purposes, the Seller and the Operator are considered joint controllers within the meaning of Article 26 of the GDPR, having concluded an agreement of joint controllers, the subject of which is the regulation of rights and obligations in the processing of personal data of Buyers.
4. In some cases, the Operator processes the Buyer's personal data as an independent controller, in particular in connection with the use of the Platform.
5. The Operator has published on the Platform a notice on the processing of personal data on behalf of the Seller and the Operator as joint controllers, including the processing activities that the Operator performs as an independent controller, and this notice on the processing of personal data is published on the Platform.
6. **Governing Law and Dispute Resolution**
7. These Terms and Conditions are governed by generally binding legal regulations valid and effective in the territory of the Slovak Republic.
8. Any disputes arising in connection with these Terms and Conditions or the Contract shall be resolved out of court in priority. The Operator, the Seller and the Buyer are obliged to make every effort to resolve the disputes arising by mutual agreement. If the Operator, the Seller and the Seller do not resolve mutual disputes by mutual agreement, they are entitled to apply to the competent general court in accordance with the relevant generally binding legal regulations of the Slovak Republic.
9. **Changes to the Terms and Conditions**
10. The Operator reserves the right to unilaterally change these Terms and Conditions at any time during their validity.
11. The Operator publishes the Terms and Conditions directly on the Platform. Upon the entry into force and effectiveness of the new Terms and Conditions, the original Terms and Conditions shall cease to be valid and effective. The new Terms and Conditions always apply only to Contracts concluded after the new Terms and Conditions come into force, while the original Terms and Conditions apply to previously concluded Contracts.
12. **Final Provisions**
13. These Terms and Conditions shall be effective and effective as of 22.06.2024.
14. Legal relationships not regulated by these Terms and Conditions are governed in particular by the Civil Code, the Commercial Code and other related legal regulations.
15. If any provision of these Terms and Conditions becomes invalid, ineffective or unenforceable to the extent intended, the remaining provisions not affected hereby shall remain in full force and effect. In such a case, the operator shall replace such provision with a valid, effective and enforceable provision so that its purpose and content correspond to the original provision and intended purpose to the greatest extent possible.