

Terms and Conditions

TWIGSEE – PREMIUM PARENT

These terms and conditions (“Terms”) of **Twigsee, s.r.o.**, company registration number: 05694655, with its registered office at Jankovcova 1596/14b, Holešovice, 170 00 Prague 7, registered in the Commercial Register maintained by the Municipal Court in Prague, file no. C 269109 (“Twigsee” or “the Provider”), govern the rights and obligations of the parties in relation to the “**Premium Parent**” service provided by Twigsee.

1. Terms used and key definitions

Application: the Twigsee software application, the purpose of which is to provide a communication and administrative platform, in particular for pre-school education providers;

User: a natural person with a User Account who is the legal guardian of a child attending a pre-school education facility or a similar institution;

User Account: the User’s account within the Application;

Price: the price stated on the Website;

Service: provision of the App’s features listed on the Website as ‘**Premium Parent**’ to the User for a period of 12 months;

Information: means information about the Service, including its features, parameters and other terms of use as set out on the Website or in the App;

Provider’s contact details: email: helpdesk@twigsee.com; data box: ykq9sbz; telephone: 288 288 828; postal address: Jankovcova 1596/14b, Holešovice, 170 00 Prague 7;

Provider: **Twigsee, s.r.o.**, Company Registration Number: 05694655, with its registered office at Jankovcova 1596/14b, Holešovice, 170 00 Prague 7, registered in the Commercial Register maintained by the Municipal Court in Prague, Section C, File 269109;

Terms and Conditions: these terms and conditions of the Provider;

Pre-school facility: a nursery school, children’s group or other pre-school facility, or any other person using the application under a contract with the Provider;

Website: www.twigsee.com or www.twigsee.com/premium-rodic

2. Introductory Provisions

- 2.1 These Terms and Conditions govern the rights and obligations of the parties in relation to the provision of the Service. A description of the Service, its functions and other parameters are set out in the Information on the Website and/or in the Application.
- 2.2 Before ordering the Service, the User is obliged to familiarise themselves with all the Information, these Terms and Conditions, and the relevant privacy policy (www.twigsee.com/smluvni-dokumentace/). By submitting an order, the User confirms that they have read and agree to the aforementioned Information, policies and Terms and Conditions.

3 Order

- 3.1 The Service may only be ordered electronically via the User Account. If the User is interested in the Service, they must, after logging into their User Account, complete and submit an electronic order to the Provider.
- 3.2 Receipt of the order will be confirmed to the User via the User's email address. Confirmation of receipt of the order constitutes the conclusion of a contract between the Provider and the User for the provision of the Service, and the User is obliged to pay the Price specified in the Information.
- 3.3 The Service is always ordered for a period of one year (12 consecutive months) from the moment of confirmation of payment for the Service, which the Provider will send to the User's email address.
- 3.4 In the event that the pre-school facility through which the Application was made available to the User ceases to use the Provider's Application or its authorisation to use it is terminated for any reason, the User's authorisation to use the Service shall also cease on the same date. If, for this reason, the provision of the Service is terminated more than 30 days before the expiry of the twelve-month period of Service provision under Article 3.3, the Provider shall refund to the User a proportionate part of the Price corresponding to the unused portion of the subscription, within 30 days of the User's request for a refund of the proportionate part of the Price.

4 Payment of the Price

- 4.1 The User is obliged to pay the Price no later than 24 hours after receiving confirmation of acceptance of the order by the Provider in accordance with Clause 3.2 of the Terms and Conditions.
- 4.2 Payment of the Price is made via the GP Webpay payment gateway operated by Global Payments Europe, s.r.o. After submitting the order, the User is automatically redirected to the payment gateway. If the User does not make the payment immediately, they will also receive a link to the payment gateway in the order confirmation.
- 4.3 Once the Service Fee has been paid, the User will receive confirmation of payment of the Service Fee, together with a tax receipt, at the email address specified in their User Account.
- 4.4 Before making a payment via the GP Webpay payment gateway, the User is obliged to familiarise themselves with the payment gateway operator's terms and conditions relating to the payment (further information is available on the payment gateway operator's website: [Online payment gateway for e-shops | Global Payments ČR | Global Payments ČR.](#)) By initiating a payment via the payment gateway, the User confirms their acceptance of the payment gateway operator's terms and conditions.
- 4.5 If the Price is not paid by the deadline specified in these Terms and Conditions, the contract for the provision of the Service shall terminate. Upon termination of the contract, the rights and obligations of the contracting parties arising from this contract shall cease to exist.
- 4.6 The Service becomes available to the User upon payment of the Price.

5. Changes to the Services

- 5.1 The Provider may, at any time, reasonably amend or supplement the Terms of Service and the Service's parameters and functions. The User will be informed in advance of any such change by email or via their User Account. If the User does not agree to the change to the Terms and Conditions or other parameters of the Service, they are entitled to terminate the contract with one month's notice, which runs from the day following the delivery of the notice of termination to the Provider.

- 5.2 The Provider reserves the right to terminate the Service at any time. In such a case, the Provider will inform the User via a notification in the User Account and to the User's specified email address.
- 5.3 If the Service is terminated by the Provider (including cases where the User Account is cancelled due to the User ceasing to use the relevant pre-school facility) or is terminated by the User due to a change to the Service in accordance with clause 5.1 above, the User is entitled to request a refund of the Fee, or a pro rata portion thereof, for the period during which the prepaid Service is no longer provided. In the event that the Service is terminated by the Provider in connection with the cancellation of the User Account following the User's cessation of use of the relevant Pre-school Facility, the Provider is not obliged to refund more than 40 per cent of the Price.
- 5.4 If part of the Fee is to be refunded to the User in accordance with this clause, the Provider is obliged to refund the Fee or a proportionate part thereof within 30 days of the User's request for a refund.

6 Liability

- 6.1 The User undertakes to comply with applicable legislation when using the Service, in particular regulations relating to the protection of personal data (GDPR).
- 6.2 The User acknowledges that the Service, the Application and all their content are protected by legislation governing the protection of intellectual property, in particular copyright law, and constitute a copyright work or other subject matter of intellectual property rights belonging to the Provider or third parties.
- 6.3 The Provider grants the User a non-exclusive, non-transferable licence to use the Service and the Application solely for their own use and in accordance with these Terms and Conditions or any other terms of use of the Service set out in the Information.
- 6.4 In particular, the User is not authorised, without the Provider's prior written consent, to copy, modify, reproduce, distribute, make available or otherwise provide them to third parties, rent, sell or licence them, carry out reverse engineering or decompilation, or otherwise interfere with their technical design, except where expressly permitted by mandatory legal provisions.
- 6.5 The User is obliged to protect their login details for the Service and the Application against misuse and is not authorised to disclose, share or otherwise make them available to any third party. The User is responsible for all use of their user account via their login details.
- 6.6 The User acknowledges that the Provider is not liable for the conduct of other Users, the manner in which other Users utilise the Service, or any other circumstances arising on their part.
- 6.7 The Provider is not liable for damage caused by so-called force majeure (e.g. natural disasters, epidemics, decisions by public authorities, etc.) or technical failures (e.g. power cuts or network outages). The Provider shall not be liable for the content and operation of third-party advertisements or promotions displayed via the Service, unless otherwise provided for by the relevant legislation.
- 6.8 Should the Provider have reasonable grounds to suspect that a User is breaching these Terms and Conditions or any other terms of use of the Service set out in the Information, the Provider shall be entitled to exclude such a User from access to the Service without any entitlement to a refund of the Price or any part thereof, or to compensation for any other related loss.

7 Withdrawal from the contract and provisions for consumers

- 7.1 In accordance with applicable legislation, the User is entitled to withdraw from the contract for the provision of the Service without giving any reason within 14 days of the conclusion of the contract.

- 7.2 The User is obliged to notify the Provider of their withdrawal from the contract in writing within the specified withdrawal period, using the email or postal address provided in the Provider's contact details.
- 7.3 The Service is made available to the User, and the User is entitled to use the Service from the moment the Price is paid, i.e. before the expiry of the withdrawal period. For these purposes, it is agreed that the provision of the Service shall commence before the expiry of the withdrawal period only at the User's express request.
- 7.4 In the event of withdrawal from the contract, the Provider is obliged to refund the Price to the User within 14 days, reduced by the sum of 50 Kč as reasonable compensation for the period during which the Service was made available to the User and the User was able to access digital content from the Application.
- 7.5 The User is entitled to report any complaints or claims relating to the Service to: helpdesk@twigsee.com. The Provider undertakes to resolve complaints and claims within the time limits and in accordance with the procedures set out in the relevant legislation.
- 7.6 In the event that the User's complaint or claim is not resolved, the User is entitled to initiate out-of-court settlement of a consumer dispute pursuant to Act No. 634/1992 Coll., on Consumer Protection, as amended. As a consumer, the User is entitled to submit a request to initiate out-of-court dispute resolution within one year of the date on which they lodged their complaint or claim with the Provider.
- 7.7 The body responsible for out-of-court settlement of consumer disputes, known as ADR (Alternative Dispute Resolution), is the Czech Trade Inspection Authority (ČOI, website: adr.coi.cz or [Out-of-Court Settlement of Consumer Disputes \(ADR\) – COI](#)), or another body authorised by the Ministry of Industry and Trade of the Czech Republic. The ČOI provides guidance and forms for submitting a request for out-of-court settlement of consumer disputes on its website.
- 7.8 Users residing in any of the EU Member States may also use the online platform for out-of-court dispute resolution set up by the European Commission. Information can be found at this address: [Consumer Redress in the EU – Consumer Redress in the EU](#) or on another platform listed on the website: <https://ec.europa.eu/consumers/odr/main/?event=main.consumer.rights#inline-nav-2>.
- 7.9 In the case of cross-border disputes, the European Consumer Centre Czech Republic (<http://www.evropskyspotrebitel.cz/>) assists consumers in accessing the relevant body for out-of-court settlement of consumer disputes.
- 7.10 Users may lodge a complaint regarding the ADR process with the Ministry of Industry and Trade of the Czech Republic. Further information can be found, for example, here: [Out-of-court settlement of consumer disputes – ADR | MPO](#)
- 7.11 The costs associated with out-of-court settlement of consumer disputes shall be borne by the parties themselves.

8 Final Provisions

- 8.1 The publication of an offer for the Service on the Website does not constitute an offer to enter into a contract within the meaning of Section 1732 of the Civil Code.
- 8.2 The User shall be liable to the Provider for any damage caused by a breach of these Terms and Conditions by either party, in accordance with applicable legislation.
- 8.3 These Terms and Conditions are governed by the laws of the Czech Republic. In the event of a dispute between the parties, the competent courts of the Czech Republic shall have jurisdiction.
- 8.4 The Provider is entitled at any time to unilaterally amend these Terms and Conditions by publishing a new version on the Website, specifying the date on which such new version comes

into effect. Rights and obligations arising from an order placed before the new version of the Terms and Conditions comes into effect shall be governed by the Terms and Conditions valid and in force at the time the order was submitted.

- 8.5 These Terms and Conditions are drawn up in Czech and English. In the event of any ambiguity or discrepancy between the language versions, the Czech version shall prevail.

These Terms and Conditions are valid and effective from 18 August 2026.